

ST. JOHN THE BAPTIST PARISH

**ST. JOHN THE BAPTIST
PROPOSED SEWER FORCE MAIN
THREE EXTENSIONS
ROBIN ST. AREA & RIVER FOREST**

PARISH PRESIDENT
NATALIE ROBOTOM

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LARRY SNYDER–DISTRICT VI

LENNIX MADERE, JR. – DISTRICT III

CHERYL MILLET – DISTRICT VII

SEPTEMBER 2013

C. J. SAVOIE CONSULTING ENGINEERS, INC.

ENGINEERS ♦ DESIGNERS ♦ PLANNERS
P. O. DRAWER R ♦ PAINCOURTVILLE ♦ LOUISIANA ♦ 70391
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******SPECIFICATIONS******

FOR

**ST. JOHN THE BAPTIST
PROPOSED SEWER FORCE MAIN
THREE EXTENSIONS
ROBIN ST. AREA & RIVER FOREST**

FOR

**ST. JOHN THE BAPTIST PARISH
1801 WEST AIRLINE HWY.
LAPLACE, LA 70068**

BY:

**C.J. SAVOIE CONSULTING ENGINEERS, INC.
P.O. DRAWER R
PAINCOURTVILLE, LA 70391**

SEPTEMBER 2013

ADVERTISEMENT FOR BIDS

**ST. JOHN THE BAPTIST
PROPOSED SEWER FORCE MAIN
THREE EXTENSIONS
ROBIN ST. AREA & RIVER FOREST**

Project No. S-84-116

St. John the Baptist Parish (herein referred to as the "Owner")

Sealed bids marked "Sealed Bids" – St. John the Baptist Parish Project No. S-84-116 will be received by the Owner for the construction of the project described as follows:

**St. John the Baptist
Proposed Sewer Force Main
Three Extensions
Robin St. Area & River Forest**

Proposals shall be addressed to the St. John the Baptist Parish Council and delivered to the receptionist at St. John the Baptist Parish located at 1801 W. Airline Highway, LaPlace, LA 70068 and delivered no later than 2:45 p. m. on January 14, 2014. Proposals shall be designated as "**Sealed Bid – St. John the Baptist Proposed Sewer Force Main Three Extensions Robin St. Area & River Forest.**" Any bids received after the specified time and date will not be considered. The sealed bids will be publicly opened and read aloud at 3:00 o'clock p. m. January 14, 2014 in the St. John the Baptist Parish Joel S. McTopy Council Chambers located at 1801 W. Airline Highway, LaPlace, LA 70068.

The Bid Proposal, Plans and Specifications may be examined at the Office of C. J. Savoie Consulting Engineers, Inc. located at 5650 Louisiana Highway 1, Plattenville, LA 70393 (mailing address P. O. Drawer R, Paincourtville, LA 70391). Copies may be obtained at this office upon payment of \$100.00 which constitutes the cost of reproduction and handling and is non-refundable. Details may be viewed and electronic bids are being accepted at www.centralbidding.com. All Bid Documents and Specifications may also be viewed at the Parish website, www.sjbparish.com.

The Owner reserves the right to accept or reject any and all bids and to waive any irregularities or informalities incidental thereto, and to accept any bid, which the Owner feels, serves their best interest. Such action will be in accordance with Title 38 of the Louisiana Revised Statutes.

Each Bidder must deposit with his/her bid, security in the amount equal to five percent (5%) of the total bid in the form of a certified check, cashier's check or bid bond.

All bidders must show proof that he/she is licensed in the State of Louisiana to perform this type of construction.

Contractors bidding this work must possess a current Louisiana **Municipal and Public Works Construction** License in accordance with LA-R.S. 37:2150 through 37:2163, as amended, and be in good standing with the State and the Parish.

Contractor's license number must appear on the face of the sealed envelope containing his/her bid.

*St. John the Baptist Parish Council, being a government agency, is exempt from all sales tax. The vendor awarded the contract will be provided documentation to support their tax free purchases for this project. Therefore, **the amount you bid should contain no sales tax.***

The successful bidder will be required to furnish a Performance and Payment Bond written by a company licensed to do business in Louisiana, in the amount equal to one hundred percent (100%) of the contract price. Certificates of Insurance will also be required.

No bidder may withdraw his/her bid within thirty (30) days after the actual date of opening thereof.

The Contractor shall begin mobilization and procurement of necessary materials within ten (10) working days of the receipt of the Notice to Proceed.

Any person with disabilities requiring Special Accommodation must contact St. John the Baptist Parish at (985) 652-9569 no later than seven (7) days prior to bid opening. Participation by minority and female owned business, as well as businesses located in this Parish is encouraged.

ST. JOHN THE BAPTIST PARISH
Natalie Robottom, Parish President

Publish:
December 11, 2013
December 18, 2013
January 8, 2014

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INSTRUCTIONS TO BIDDERS

1. BID FORM

- 1.1. Bids must be submitted in the form included in this contract document and must be prepared in accordance with these instructions in order to receive consideration.

2. DOCUMENTS

- 2.1. Documents include the bidding requirements, General Conditions, Supplementary Conditions, Technical Specifications, drawings plus addenda, which may be issued by the Engineer during the bidding period. Bidding documents may be viewed and/or obtained under the terms and conditions set forth in the advertisement for bids, Section 00010 of this contract document.
- 2.2. Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3. Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

- 3.1. To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five (5) days of Owner's request, written evidence of financial data, previous experience, present commitments and other such data as may be requested by the Owner. Each Bid must contain evidence of Bidder's qualifications to do business in the State of Louisiana, where the Project is located.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.1. It is the responsibility of each Bidder before submitting a Bid to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work; (c) review soil boring data which may impact the work; (d) consider federal, state, and local laws and regulations that may affect cost; progress; performance or furnishing of the Work; (e) study and carefully correlate Bidder's observations with the Contract Documents, and (f) notify Engineer of all conflicts, errors, or discrepancies in the Contract Documents prior to bidding.

- 4.2. Reference is made to the Supplementary Conditions for identification of:
- 4.2.1. Those reports of explorations and tests of subsurface conditions at the site which have been utilized by Engineer in preparation of the Contract Documents. Bidder may rely upon the accuracy of the technical data contained in such reports but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for the purpose of bidding or construction.
 - 4.2.2. Those drawings of physical conditions in or relating to existing surface and subsurface conditions (except underground facilities) which are at or contiguous to the site which have been utilized by Engineer in preparation of the Contract Documents. Bidder may rely upon the accuracy of the technical data contained in such drawings, but not upon the completeness thereof for the purposes of bidding or construction.
 - 4.2.3. Copies of such reports and drawings will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which Bidder is entitled to rely as provided in Paragraphs 4.2.1. and 4.2.2. are incorporated therein by reference. Such technical data has been identified and established in the Supplementary Conditions.
- 4.3. Information and data reflected in the Contract Documents with respect to underground facilities at or contiguous to the site are based upon information and data furnished to Owner and Engineer by Owners of such underground facilities or others, and Owner does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
- 4.4. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraphs 4.2. and 4.3. of the General Conditions.
- 4.5. Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, test, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

- 4.6. On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.
- 4.7. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the Owner unless otherwise provided in the Contract Documents.
- 4.8. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate any convey understanding of all terms and conditions for performance and furnishing of the Work.
- 4.9. No additional compensation will be allowed by the Owner for the failure of such contractor, subcontractor, sub-subcontractor to familiarize himself as to conditions affecting the work.

5. INTERPRETATION OF DOCUMENTS

- 5.1. All questions about the meaning or intent of the Contract Documents are to be directed to Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed, faxed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than 10 days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. No alleged verbal interpretations or clarifications will be held binding upon the Owner.

6. ADDENDA

- 6.1. Interpretations, clarifications, additions, deletions, and modifications to the documents during the bidding period will be issued in the form of addenda and a copy of such addenda will be mailed, faxed or delivered to each person who has been issued a copy of the bidding documents. Addenda will be part of bidding documents and contract documents, and receipt of the same must be acknowledged in the bid form. Addenda will not be issued within three (3) working days of the established bid date.

7. CONTRACT TIME

7.1. The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Bid Form and the Agreement.

8. LIQUIDATED DAMAGES

8.1. The successful bidder by entering into contract for the construction of the project described in this specification hereby agrees to be subjected to the assessment of liquidated damages in the amount set forth in the bid form per diem that the project remains unacceptable for substantial completion.

9. SUBSTITUTIONS

9.1. The bid shall be based on materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitutions. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the contract is signed.

9.2. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in Paragraphs 6.7.1, 6.7.2, and 6.7.3 of the General Conditions (Section 00700) and may be supplemented in the General Requirements.

10. SUBCONTRACTORS, SUPPLIERS, AND OTHERS

10.1. If the Supplementary Conditions require the identity of certain subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within seven (7) days after the Bid opening submit to Owner a list of all such subcontractors, suppliers, and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such subcontractor, supplier, person or organization if requested by Owner. If Owner or Engineer after due investigation has reasonable objection to any proposed subcontractor, supplier, other person or organization, either may, before the Notice of Award is given, request the apparent Successful Bidder submit an acceptable substitute without an increase in Bid Price.

- 10.2. If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next lowest Bidder that proposes to use acceptable subcontractors, suppliers, and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid Security of any Bidder. Any subcontractor, supplier, other person or organization listed and to whom Owner or Engineer does not make written objection prior to the giving the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of Agreement as provided in Paragraphs 6.8.2 of the General Conditions.
- 10.3. No Contractor shall be required to employ any subcontractor, supplier, other person or organization against whom Contractor has reasonable objection.

11. PREPARATION OF BIDS

- 11.1. The Bid Form is included with the Bidding Documents, additional copies may be obtained from Engineer.
- 11.2. All blanks on the Bid Form must be completed in ink or by typewriter. Any bid, other than required form will be considered informal and shall be rejected.
- 11.3. Bids by corporations must be executed in the corporate name by the President or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the Secretary or an Assistant Secretary. The corporate address and state of incorporation must be shown below the signature.
- 11.4. Bids by partnerships must be executed in the partnership name and signed by partners, whose titles must appear under the signature and the official address of the partnership must be shown below the signature.
- 11.5. All names must be typed or printed below the signature.
- 11.6. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 11.7. The address and telephone number for communications regarding the Bid must be shown.
- 11.8. Prices quoted shall include cost of all material, equipment, labor, tools, taxes, fees and all other expenses incurred for performance of the item of works to be performed under this contract.
- 11.9. Erasures or any changes in the bid must be explained or noted over the initials of the bidder.

11.10. Bids containing any conditions, omissions, unexplained erasures and alterations, or irregularities of any kind may be rejected as informal.

11.11. In case of discrepancy between the prices written in bid and those given in figures, the price in writing will be considered as the bid.

12. SUBMISSION OF BIDS

12.1. Sealed bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque, sealed envelope, addressed to the Owner, plainly marked on the outside of the envelope the project title, name and address of the Bidder and State Contractor's license number, Bid Security, non-collusion affidavit and other required documents must be completed, signed and submitted with the Bid. Bid must be submitted on unaltered bid forms furnished by the Engineer. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

13. MODIFICATION AND WITHDRAWAL OF BIDS

13.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

13.2. No Bidder shall be allowed to withdraw, cancel or modify his bid or any part thereof for Ninety (90) calendar days after opening of bid.

14. OPENING OF BIDS

14.1. Bids will be opened (unless obviously non-responsive) and read aloud publicly. An abstract of the amounts of the Base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

15. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

15.1. All bids will remain subject to acceptance for Ninety (90) calendar days after the day of Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

16. AWARD OF CONTRACT

16.1. Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes

that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

- 16.2. In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 16.3. Owner may consider the qualifications and experience of subcontractors, suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of subcontractors, suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- 16.4. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the qualifications, responsibility, and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 16.5. If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owner that the award will be in the best interest of the Project.
- 16.6. If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within Ninety (90) calendar days after the day of the Bid Opening.

17. BID SECURITY

- 17.1. Each bid must be accompanied by Bid Security made payable to Owner in an amount of five percent (5%) of the Bidder's maximum Bid Price and in the form of a certified bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a surety meeting the requirements of Paragraph 5.1 of the General Conditions.
- 17.2. The Bid security of the successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen (15) days after the Notice of Award, Owner may annul the

Notice of Award and the bid Security of that Bidder will be forfeited. The Bid Security of the other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by owner until the earlier of the seventh day after the Effective Date of the Agreement or the ninety-first day after the Bid opening, whereupon Bid Security furnished by such Bidders will be returned. Bid Security with Bids which are not competitive will be returned within seven (7) days after the Bid opening.

18. BONDS

18.1. A performance bond and labor and material payment bond will be required by the Owner. Refer to the General Conditions and the Supplementary Conditions. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required performance and payment bonds.

19. INSURANCE

19.1. Copies of insurance certificates as per General Conditions (Section 00700), (Section 00800) and Special Conditions must be submitted to the Owner with the executed agreement.

20. FORM OF CONTRACT

20.1. The contract or the construction of the project will be drawn up by the Owner. A sample form of agreement is included in Section 00500.

21. SIGNING OF AGREEMENT

21.1. When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen (15) days thereafter, Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds. Within ten (10) days thereafter, Owner shall deliver one fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of Drawings with appropriate identification.

22. LICENSE

22.1. Licensing Laws of the State of Louisiana, R.S. 37:2151-2163, as amended must be complied with in order to be awarded a contract.

23. RESOLUTIONS

23.1. A copy of the resolution empowering the person submitting the bid to bind the bidder must be included with the bid.

24. COMPLIANCE WITH DAVIS-BACON AND RELATED PREVAILING WAGE ACTS

- 24.1 The project must conform to the Davis-Bacon and Related Acts for Federal Prevailing Wages. It is the Bidder's responsibility to obtain the most recent published wage rates as published by the U.S. Department of Labor (DOL), Employment Standards Administration (ESA), and the Wage Hour Division (WHD). Successful Bidder will be required to submit certified payroll records to the owner. The following website can be used for compliance requirements and wage rates. <http://www.dol.gov/whd/contractors/dbra.htm>
- 24.2 Suggested Forms for Payroll Submittals- The forms inserted behind this section may be used by the successful bidder for submission of payroll records.

ATTACHMENT

RULE

**Office of the Governor
Division of Administration
Office of Facility Planning and Control**

Louisiana Uniform Public Work Bid Form
(LAC 34:III.Chapter 3)

In accordance with the provisions of the Administrative Procedure Act (R.S. 49:950 et seq.) and the provisions of RS 39:121, the Division of Administration, Facility Planning and Control has adopted a new Rule: LAC 34:III.Chapter 3, Louisiana Uniform Public Work Bid Form. This Rule is required by Acts 726 and 727 of the 2008 Regular Legislative Session and provides rules for their implementation as authorized by the Act.

Title 34

GOVERNMENT CONTRACTS, PROCUREMENT AND PROPERTY CONTROL

Part III. Facility Planning and Control

Chapter 3. Louisiana Uniform Public Work Bid Form

§301. Name

A. The name of this document shall be the "Louisiana Uniform Public Work Bid Form" also referred to hereinafter as "Bid Form."

AUTHORITY NOTE: Promulgated in accordance with R.S. 38:2212.

HISTORICAL NOTE: Promulgated by the Office of the Governor, Division of Administration, Office of Facility Planning and Control, LR 35:1521 (August 2009).

§303. Authority

A. This form is prepared and issued in accordance with Acts 726 and 727 of the 2008 Regular Legislative Session.

AUTHORITY NOTE: Promulgated in accordance with R.S. 38:2212.

HISTORICAL NOTE: Promulgated by the Office of the Governor, Division of Administration, Office of Facility Planning and Control, LR 35:1521 (August 2009).

§305. Purpose

A. The purpose of this rule shall be to provide for the more effective and efficient letting of public works contracts and to establish a uniform standardized bid form to facilitate this.

AUTHORITY NOTE: Promulgated in accordance with R.S. 38:2212.

HISTORICAL NOTE: Promulgated by the Office of the Governor, Division of Administration, Office of Facility Planning and Control, LR 35:1521 (August 2009).

§307. Applicability

A. This rule shall apply to all state agencies and political subdivisions. The bid form shall require only the information necessary to determine the lowest bidder. With the exception of unit prices, all items on the Louisiana Uniform Public Works bid form shall be included for public works projects. No other information may be required from the bidder. Other documentation required shall be furnished by the low bidder at a later date, in accordance with the bidding documents.

AUTHORITY NOTE: Promulgated in accordance with R.S. 38:2212.

HISTORICAL NOTE: Promulgated by the Office of the Governor, Division of Administration, Office of Facility Planning and Control, LR 35:1521 (August 2009).

§309. Definitions

A. For the purposes of the Louisiana Uniform Public Works bid form the following terms shall have the stated meanings.

Alternate—a specified item of construction that is set apart by a separate sum. An alternate may or may not be incorporated into the contract sum at the discretion of the owner at the time of contract award.

Base Bid—the amount of money stated in the bid as the sum for which the bidder offers to perform the work described in the bidding documents, prior to the adjustments for alternate bids but including any unit prices.

Bid—a complete signed proposal to perform work or a designated portion for a stipulated sum. A bid is submitted in accordance with the bidding documents, is evaluated on price alone and is not subject to qualification.

Bidder—an entity or person who submits a bid for a prime contract with the owner. A bidder is not a contractor on a specific project until a contract is signed between the bidder and the owner.

Bid Form—a form provided to the bidder on which to submit his bid.

Bid Security—a bid bond or deposit submitted with a bid to guarantee to the owner that the bidder, if awarded the contract, will execute the contract within a specified period of time and will furnish any bonds or other requirements of the bidding documents.

Bidding Documents—documents usually including advertisement, bid notice or invitation to bidders, instructions to bidders, bid form, form of contract, forms of bonds, conditions of contract, drawings, specifications addenda, special provisions, and all other written instruments prepared by or on behalf of a public entity for use by prospective bidders on a public contract.

Owner—the public entity issuing the bid.

Public Entity—means and includes the state of Louisiana, or any agency, board, commission, department, or public corporation of the state, created by the constitution or statute or pursuant thereto, or any political subdivision of the state, including but not limited to any political subdivision as defined in Article VI Section 44 of the Constitution of Louisiana, and any public housing authority, public school board, or any public officer whether or not an officer of a public corporation or political subdivision. "Public entity" shall not include a public body or officer where the particular transaction of the public body or officer is governed by the provisions of the model procurement code.

Public Work—the erection, construction, alteration, improvement, or repair of any public facility or immovable property owned, used, or leased by a public entity.

Unit Price—the amount stated in a project bid representing the price per unit of materials and/or services.

AUTHORITY NOTE: Promulgated in accordance with R.S. 38:2212.

HISTORICAL NOTE: Promulgated by the Office of the Governor, Division of Administration, Office of Facility Planning and Control, LR 35:1521 (August 2009).

§311. Alternates

A. Provide space for, give descriptive title to and arrange for alternates in the order of priority. A maximum of three alternates are allowed by state law.

AUTHORITY NOTE: Promulgated in accordance with R.S. 38:2212.

HISTORICAL NOTE: Promulgated by the Office of the Governor, Division of Administration, Office of Facility Planning and Control, LR 35:1522 (August 2009).

§313. Unit Price Form

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.

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: St. John the Baptist Parish
1801 West Airline Hwy
LaPlace, LA 70068
(Owner to provide name and address of owner)

BID FOR: St. John the Baptist Proposed Sewer Force
Main Three Extensions Robin St. Area &
River Forest
(Owner to provide name of project and other identifying information)

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

Bid Proposal

(St. John the Baptist Proposed Sewer Force Main Three Extensions Robin St. Area & River Forest)

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
I. 6" PE (SDR 11) SEWER FORCE MAIN BORING NO. 1 ROBIN ST. TO CARDINAL AVE. AT MADERE LN. (INCL: PIPE, FITTINGS, THRUST BLOCKS, FUSING AND BORE PITS, ETC.)	1,230	LINEAR FEET	/LF	

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
II. 6" PE (SDR 11) SEWER FORCE MAIN BORING NO. 2 RIVER FOREST NO. 1 NOTTINGHAM ST. TO LANCELOT ST. (INCL: PIPE, FITTINGS, THRUST BLOCKS, FUSING AND BORE PITS, ETC.)	2,580	LINEAR FEET	/LF	

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
III. 6" PE (SDR 11) SEWER FORCE MAIN BORING NO. 3 RIVER FOREST NO. 2 ALONG SOMERSET AND BERKSHIRE TO WINDSOR ST. (INCL: PIPE, FITTINGS, THRUST BLOCKS, FUSING AND BORE PITS, ETC.)	2,440	LINEAR FEET	/LF	

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
IV. PROPOSED 6" SEWER TIE-INS TO EXISTING SEWER FORCE MAINS (INCL: FITTINGS, ELBOWS, AND CAPING OF EXISTING PIPE AT MANHOLE)	3	EACH	/EA.	

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
V. PROPOSED 6" SEWER TIE-INS TO EXISTING MANHOLES (INCL: CORES, SEALS & FITTINGS)	3	EACH	/EA	

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
VI. ASPHALT ROAD 8" CONCRETE PATCH REPAIR AT MANHOLE TIE-IN FOR FORCE MAIN #1 & #3 (INCL: SAW CUTTING, EXCAVATION, AND LIMESTONE BEDDING)	LUMP SUM	LUMP SUM		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
VI. GRADING AND EARTHWORK	LUMP SUM	LUMP SUM		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
VII. CONSTRUCTION SIGNS AND BARRICADES	LUMP SUM	LUMP SUM		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
VIII. MOBILIZATION	LUMP SUM	LUMP SUM		

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

** 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.

Total Bid Price\$ _____

(WRITE OUT)

The Notice to Proceed will not be given until after the contract is executed. Work will be started within ten (10) calendar days after date of mailing of written Notice to Proceed, shall proceed continuously and shall be completed within 120 calendar days from the date of the Notice. If not completed within that time, it is understood that the sum of Three Hundred Dollars (\$300.00) per day will be paid to the Owner for each calendar day of delay until the work is satisfactorily completed. The undersigned bidder does hereby declare and stipulate that this proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same work, and that it is in pursuance of, and subject of all the terms and conditions of the Notice and Instructions to Bidders, the Construction Contracts, the Detailed Specifications and the Construction Plans, all of which have been examined by the undersigned. The undersigned bidder agrees to execute and deliver the contracts on the forms hereto attached, and for the price named in this proposal, within (10) calendar days from the date when a written Notice is mailed to said bidder at the address herein given, stated that the Contracts have been awarded to him and are ready for signature.

SIGNED: _____

BY: _____

(Address)

DATE: _____

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

AUTHORITY NOTE: Promulgated in accordance with R.S. 38:2212.

HISTORICAL NOTE: Promulgated by the Office of the Governor, Division of Administration, Office of Facility Planning and Control, LR 35:1522 (August 2009).

Jerry W. Jones
Assistant Commissioner

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 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 the 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 above.

Principal: _____(L.S.)

Surety: _____

By: _____

CONTRACT

THIS AGREEMENT, made this _____ day of _____, 20____, by and between _____ herein called "Owner," and _____ 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:

St. John the Baptist
Proposed Sewer Force Main
Three Extensions
Robin St. Area & River Forest

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 (its or their) own proper cost and expense to furnish all labor, materials which are not furnished by the Owner, supplies, machinery, equipment, tools, superintendent, insurance and other accessories and services necessary to complete the said project in accordance with the general conditions. Supplemental General Conditions and Special Conditions, plans and other drawings and printed or written explanatory matter thereof, the contract documents and construction specifications and addenda, therefore as prepared by C. J. Savoie Consulting Engineers, Inc., herein entitled the Engineer, and as enumerated in Paragraph 1 of the Supplemental General "A" 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 \$300.00 for each consecutive calendar day of delay until the work is satisfactorily completed.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in Article 14 -, "Payments to Contractor and Completion," of the General Conditions.

IN WITNESS WHEREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(Seal)
ATTEST:

St. John the Baptist Parish
(Owner)

By: _____
Signature

By: _____
Natalie Robottom, President

Typed Name

Typed Name

Title

Title

Witness

(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.

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly
authorized and acting legal representative of

do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements have been duly executed by the proper parties thereto acting through their duly authorized representatives, that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

SIGNATURE

TYPE OR PRINT NAME

DATE

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 the work to be performed thereunder or the Specifications accompanying the same shall in any way 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 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 four (4) counterparts each, one (1) of which shall be deemed an original, this _____ day of _____ 20____

ATTEST:

(Principal)

(SEAL) _____
(Principal Secretary)

By _____

Witness as to Principal

(Address-Zip Code)

(Address-Zip Code)

ATTEST:

(SEAL) _____
(Surety)

(Surety)

(Witness as to Surety)

By _____
(Attorney-in-Fact)

Countersigned

By _____
Attorney-in-Fact
State of Louisiana

NOTE: Date of Bond must be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

LABOR AND MATERIALS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a Corporation, Partnership, Individual, the State of _____ hereinafter

called Principal, and _____

(Name of Surety)

(Address of Surety)

a corporation of the State of _____, authorized to do business as surety in the State of Louisiana, hereinafter called Surety, all held and firmly bound unto the St. John the Baptist Parish 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 _____ day of _____, 20 ____, a copy of which is hereto attached and made a part hereof for the construction of:

ST. JOHN THE BAPTIST
PROPOSED SEWER FORCE MAIN
THREE EXTENSIONS
ROBIN ST. AREA & RIVER FOREST

NOW THEREFORE, if the Principal shall promptly pay to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in such contract, any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, 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 the value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or to the specifications accompanying the same shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the specifications.

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

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

ATTEST:

Principal

By: _____

Address: _____

(SEAL)

Witness as to Principal

Address

ATTEST:

Surety

By: _____

Attorney-in-Fact

Address: _____

(SEAL)

Address

NOTE: Date of Bond must not be prior to date of Contract:

CORPORATE RESOLUTION OF:

We, the undersigned, being all the directors of this corporation consent and agree that the following corporate resolution was made

on _____ date

at _____ time

at _____ location

We do hereby consent to the adoption of the following as if it was adopted at a regularly called meeting of the board of directors of this corporation. In accordance with State law and the bylaws of this corporation, by unanimous consent, the board of directors decided that:

Therefore, it is resolved, that the corporation shall:

The officers of this corporation are authorized to perform the acts to carry out this corporate resolution.

<hr/> Director signature	<hr/> Printed name	<hr/> Date
-----------------------------	-----------------------	---------------

<hr/> Director signature	<hr/> Printed name	<hr/> Date
-----------------------------	-----------------------	---------------

<hr/> Director signature	<hr/> Printed name	<hr/> Date
-----------------------------	-----------------------	---------------

<hr/> Director signature	<hr/> Printed name	<hr/> Date
-----------------------------	-----------------------	---------------

Director signature

Printed name

Date

Director signature

Printed name

Date

The Secretary of the Corporation, certifies that the above is a true and correct copy of the resolution that was duly adopted at a meeting of the dated meeting of the board of directors.

Signature of Secretary

Date

Printed name of Secretary

E-VERIFY AFFIDAVIT

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned Notary Public PERSONALLY CAME AND APPEARED,

I, _____, the owner/authorized representative of

Company/Individual/Legal Entity Name

who hereby personally and as the authorized representative of the above identified legal person executes this affidavit, as the undersigned Bidder/Contractor verification of its current and future compliance with L.S.A. R.S. 38:2212.10, stating affirmatively that it and each individual, firm or corporation associated with it and engaged in the physical performance of services in the State of Louisiana, under a contract with Saint John the Baptist Parish has registered with, is participating in, and shall continue to participate in a federal work authorization program designated as such under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, which is operated by the United States Department of Homeland Security, known as the "E-Verify" program. The Bidder/Contractor hereby verifies the legal status of all existing and new employees in the State of Louisiana by attesting herein that each is a citizen of the United State or legal aliens as defined by now effective immigration laws of the United States of America.

Contractor shall not assign this Contract or any monies due or to become due hereunder, or subcontract any part of the Work without the prior written consent of Saint John the Baptist Parish.

Contractor verifies that Contractor will collect an affidavit in this form from any approved subcontractor and forward a copy to: Saint John the Baptist Parish, 1801 West Airline Hwy, LaPlace, Louisiana 70068, no later than five business days of contracting with its subcontractor; however, in no instance shall the affidavit be received after commencement of work by the subcontractor.

Signature of Authorized Signatory

Printed Name of Signatory

Title of Authorized Signatory

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF _____, 20____

Notary Signature

Printed Notary Name: _____

Notary/Bar Roll Number: _____

My Commission is For/Expires: _____

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

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned Notary Public PERSONALLY CAME AND APPEARED,

I, _____, (Appearer) the owner/authorized representative of

Company / Individual / Legal Entity Name

Appearer, as a Bidder on the herein named Project, does hereby attest that:

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 herein, including any silent or dormant owner or manager, 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)
- (b) Corrupt influencing (R.S. 14:120)
- (c) Extortion (R.S. 14:66)
- (d) Money laundering (R.S. 14:230)

B. For five years prior to 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 herein, including any silent or dormant owner or manager, 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)
- (b) Identity Theft (R.S. 14:67.16)
- (c) Theft of a business record (R.S. 14:67.20)
- (d) False accounting (R.S. 14:70)
- (e) Contractor's misapplication of payments (R.S. 14:202)
- (f) Bank fraud (R.S. 14:71.1)
- (g) Forgery (R.S. 14:72)
- (h) Issuing worthless checks (R.S. 14:71)
- (i) Malfeasance in office (R.S. 14:134)

Name of Bidder

Signature of Authorized Signatory of Bidder

Project Name/Number

Title of Authorized Signatory

SUBSCRIBED AND SWORN BEFORE ME ON THIS _____ DAY OF _____,
20_____.

Notary Signature

Printed Notary Name: _____

Notary/Bar Roll Number: _____

My Commission is For/Expires: _____

SAINT JOHN THE BAPTIST PARISH NON-SOLICITATION AND UNEMPLOYMENT AFFIDAVIT

(Pursuant to La. R.S. 38:2224 and La. R.S. 23:1726(B))

STATE OF _____

PARISH/COUNTY OF _____

Before me, the undersigned authority, came and appeared,

I, _____, the owner/authorized representative of

Company/Individual/LegalEntity Name

who, being first duly sworn, deposed and state that I personally and as an authorized representative of the above identified legal person executes this continuing affidavit stating that neither the above named Contractor a person acting on its behalf, either directly or indirectly, employed, paid, nor promised any gift, consideration or commission to any person or legal entity to procure or assist in procuring this public contract, other than persons regularly employed by Contractor whose services were in the regular course of their duties for Contractor in connection with the construction, alteration or demolition of a public building or project.

The above named Contractor, if awarded, continually affirms that no part of the contract price received by Contractor was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services were in the regular course of their duties for Contractor.

The above named Contractor hereby attests and certifies that it does not have any unpaid assessment or penalty levied against it regarding unemployment compensation and currently does and will continue to properly classify each employee. Contractor verifies that Contractor will collect an affidavit in this form from any approved subcontractor and forward a copy to: Saint John the Baptist Parish, 1801 West Airline Hwy, LaPlace, Louisiana 70068, no later than five business days after contracting with its subcontractor; however, in no instance shall the affidavit be received after commencement of work by the subcontractor.

<p>_____ Signature of Authorized Signatory</p> <p>_____ Printed Name of Signatory</p> <p>_____ Title of Authorized Signatory</p> <p>_____ Project Name/Number</p>	<p>SUBSCRIBED AND SWORN BEFORE ME ON THIS</p> <p>_____ DAY OF _____ 2013.</p> <p>_____ Notary Signature</p> <p>Printed Notary Name: _____</p> <p>Notary/Bar Roll Number: _____</p> <p>My Commission is for/expires on: _____</p>
---	--

**TECHNICAL SPECIFICATIONS
FOR
ST. JOHN THE BAPTIST PARISH
PROPOSED SEWER FORCE MAIN
THREE EXTENSIONS
ROBIN ST. AREA & RIVER FOREST**

I. SCOPE:

St. John the Baptist Parish proposes to install Sewer Force Main Extensions in three (3) locations in LaPlace, LA (as shown on plans):

No. 1- The first force main extension begins at an existing manhole located 250 feet more or less south of US. Hwy 61 (Airline Hwy) and 110 feet more or less west of Robin Street and will extend within an existing Parish gravity line servitude approximately 1,220 LF to the west to an existing manhole at Cardinal Street at the intersection of Madere Lane.

No. 2-The second force main known as River Forest No. 1 Extension begins at an existing manhole in River Forest subdivision at the northeast corner of the intersection of Nottingham Road and Surrey Drive and then extends along Surrey Drive to Somerset Street for approximately 110 LF and continues westerly along Somerset's north right-of-way for approximately 2,200 LF to the intersection of Lancelot Street and then northward along the easterly right-of-way of Lancelot for approximately 240 LF to an existing manhole.

No. 3-The third force main known as River Forest Extension No. 2 begins at an existing manhole along Somerset Street adjacent to Residence No. 147, and extends westerly along Somerset's north right-of-way for approximately 1,960 LF to the intersection of Berkshire Street then north along the westerly right-of-way of Berkshire Street to Windsor Street for 340 LF and then west along Windsor Street approximately 110 LF to an existing manhole.

All three (3) force mains shall be subsurface borings and shall include all required bends, fittings, connections, thrust rods, and other appurtenances necessary to complete the project.

The Contractor shall have a current Louisiana **Municipal and Public Works Construction** License in accordance with LA-R.S. 37:2150 through 37:2163, as amended, and be in good standing with the State and the Parish.

All work shall be coordinated with the Parish Utility Department and is to be completed in accordance with these Specifications, Contract Documents, and Construction Plans. Funding of this project shall be through the St. John the Baptist Parish Utility Department.

II. PERMITS AND PRECAUTIONS:

A. Permits:

The Owner will have the plans approved by the City and/or Parish, the Louisiana State Division of Health, and the Louisiana State Department of Transportation and Development when such is required. The Contractor will be responsible for conforming with the requirements of these approvals. The Contractor shall be responsible for obtaining all required construction permits, traffic permits, etc.

B. Underground Utilities and Obstructions:

It is the Contractor's responsibility to locate any underground utilities or obstructions and not damage them. He shall be responsible for any damage done.

C. Flow Drains and Sewers Maintained:

Adequate provisions shall be made for flow of sewers, drains and water courses encountered during construction, and the structures, which may have been disturbed, shall be satisfactorily restored upon completion of the work.

D. Property Protection and Traffic Controls:

Trees, fences, shrubbery, poles and all other property on adjoining private property shall be protected unless their removal is authorized; and any property damaged shall be restored by the Contractor. Excavation for pipe laying operations shall be conducted in a manner to cause the least interruption to traffic. Where traffic must cross open trenches, the Contractor shall provide suitable bridges. All barricades and construction signs will be placed as shown on the plans and in accordance with the requirements set forth in the Louisiana Department of Highway Specifications as last revised.

III. GRADING AND EARTHWORK:

A. General:

Excavation and boring for pipe installation shall conform with the lines, grades, slopes and typical cross sections shown on the plans. Placing, spreading, filling, and compacting the material over the line improvements also shall conform to the lines, grades, slopes and typical cross sections as shown on the finished profiles of the accepted plans. This work shall be done in accordance with the requirements of Section 203 of the Standard Specifications for Road and Bridge Construction of the State of Louisiana, Department of Transportation.

B. Compaction:

The backfill material shall be mechanically compacted to within ninety percent (90%) of the maximum density as determined by AASHTO T-180. "COMPACTION OF BACKFILL WITHIN DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT, OFFICE OF HIGHWAYS RIGHT-OF-WAY SHALL BE EQUAL TO OR EXCEED THE DENSITY OF THE SURROUNDING UNDISTURBED GROUND."

C. Weather Conditions:

No fill materials shall be placed, spread, or rolled during unfavorable weather conditions. When the work is interrupted by heavy rain, fill operations shall not be resumed until the moisture content and density of the fill are as previously specified.

IV. SEWER FORCE MAIN

A. General:

The Contractor shall install three (3) each sewer force main extensions to the existing PVC sewer force mains in Parish right-of-ways. The Contractor shall cut the existing force mains to a sufficient length to install the required fittings connection to the proposed 6-inch diameter polyethylene pipes. The proposed pipes shall be directionally bored including all fusing of joints, connections, and any and all appurtenances necessary for the complete installation in accordance with the plans and these specifications.

B. Permits and Precautions:

All of the provisions set forth in Section II of these specifications shall apply and be binding upon the Contractor performing the work covered by this section of the Specifications.

C. Materials:

1. Polyethylene PE Pipe:

Polyethylene (PE) Pipe shall be plain end that meets requirements of AWWA C-906. PE pipe shall have 160 psi rating, a DR of 11 and shall be manufactured to ductile iron size outside diameters. Standard lengths shall be 40 feet.

Materials used for manufacturing of polyethylene pipe and fittings shall be PE 3408 High Density Polyethylene (HDPE) meeting the ASTM D 3350 cell classifications of 345434C. The material shall have a minimum Hydrostatic Design Basis (HDB) of 1600 psi at 73 degrees Fahrenheit and shall be approved by NSF.

PE pipes shall be manufactured in accordance with AWWA C-906. Permanent identification of pipe shall be provided by co-extruding longitudinal Green stripes into the pipe's outside surface. The striping material shall be the same material as the pipe material except for color. Stripes printed or painted on the pipe shall not be acceptable.

Joints shall be the "butt fused" method. When jointing PE pipe to PVC a flanged adapter with ductile iron back-up ring shall be fused to the PE pipe and a mechanical joint by flanged adapter with a retainer gland for PVC pipe. All underground flange bolts and nuts shall be 304 stainless steel.

All PE bends shall be 45 degrees or less butt fused to pipe joints.

Polyethylene pipe shall be as manufactured by Phillips Drisco pipe 4,000 or an approved equal.

2. Polyvinyl Chloride (PVC) Pipe:

Polyvinyl Chloride (PVC) pipe shall meet the requirements of AWWA C-900 class 100 SDR 25 and shall be VL approved. Pipe shall be made from Class 12454 A or Class 12454 B virgin compounds, as defined in ASTM D 1784. Provisions must be made for expansion and contraction at each joint with an elastometric ring recessed in the bell of each joint, which meets the requirements of ASTM F-477. The pipe shall have integral bell containing a locked-in ring and spigot joints for the conveyance of water. The maximum laying lengths shall be 40-feet and the minimal shall be 10-feet. The pipe shall be designed to pass without failure for 1,000 hours of pressure of 350 psi for Class 100 pipe when tested in accordance with the requirements of ASTM D 1598. PVC pipe shall be as manufactured by J.M. Manufacturing Co., Inc., Clow Corp., or an approved equal.

3. Ductile Iron Pipe and Fittings:

Ductile iron pipe fittings shall be centrifugally cast in a metal mold according to ANSI-AWWA C 151 and ASA Specifications A 2151. Joints, unless otherwise noted shall be flanged with gasket in accordance with ANSI-AWWA C111-A21.11 class 50 requirements. Mechanical joint fittings shall be used when connecting PVC pipe at the joints. The minimal wall thickness shall be class II. Pipe shall be cement lined and seal coated in accordance with ASA Specifications Article 21.4 (latest revision). The contractor shall furnish and install all incidental special piping not necessarily shown on the drawings.

Sleeve through manhole wall shall be wrapped with Link-Seal Model S for Ductile Iron.

All tees and elbows shall be Ductile Iron or polyethylene and Not PVC. Mechanical joint with gland shall be used to connect tees and elbows to main line. Mechanical joint fittings shall be manufactured by Mueller M&H Valve and Fitting Company, or an approved equal.

4. Concrete Thrust Backing:

For all below grade piping concrete, thrust backing shall be placed at every change in direction. Concrete used at thrust backing shall be 3,000 psi and shall be placed against firm, undisturbed earth.

D. Installation:

1. Trench Excavation:

The Contractor shall perform all excavation of every description and of whatever substances encountered, to the dimensions and depths shown on the drawings or as directed. All excavations shall be made by open cut. Trenches shall be kept as nearly vertical as possible and shall be properly sheeted and braced. The Contractor shall assume all responsibility for the security of the excavation required employing bracing, lining, or other accepted means necessary to accomplish same. The Contractor shall provide and set in place the required sheet piles for shoring up the vertical earthen walls to protect from erosion during the excavation of material for placement of the sewer lines. Sheet pile materials shall meet the requirements of Section 803 of Louisiana Department of Transportation Standard Specifications for Roads and Bridges as last revised excluding the paint requirements. The contractor shall assume all responsibility for existing structures. Where, in the opinion of the Engineer, damage is liable to result from withdrawing sheeting, the sheeting shall be left in place.

Excavated areas shall be cleared of all debris, water, slush, muck, and soft, unsound, loose or other foreign matter, and shall be conditioned to the entire satisfaction of the Engineers.

All ditches shall be cut to line, grade, and dimensions as required.

Pipe trenches shall be excavated to a depth that will ensure a minimum of thirty (30) inches of cover, unless otherwise, shown on the drawings or directed. Pipe trenches shall be excavated to provide a clearance on each side of the pipe of not less than six (6) inches or more than (8) inches, shall be accurately to grade and shall provide uniform support for pipe along their entire length. Excavation shall be made for bells of all pipes as required. All bedding material shall be approved by the Project Engineer.

The Contractor shall provide, operate, and maintain all necessary pumps, discharge lines, well points, etc., in sufficient number and capacity to keep all excavation free from seepage, sanding or running water at all times throughout the period of construction.

2. Backfilling:

Trenches shall be backfilled with the excavated materials, free from large clods or stones. Whenever the trenches have not been properly filled or if settlement occurs, they shall be refilled, compacted, smoothed off and finally made to conform to the surfaces of the ground.

Selected material shall be used for backfill. (Existing material may be used if deemed acceptable by the project Engineer.) The trash shall not be allowed to accumulate in spaces to be backfilled and this space shall be well cleared before backfill is placed.

Backfilling around walls shall be promptly accomplished and shall be thoroughly compacted by mechanical tamping in layers of not more than twelve (12) inches. Backfilling shall be brought to a suitable elevation above grade to provide for anticipated settlement and shrinkage.

Backfill under area to be paved shall be placed in the trench in a maximum of twelve (12) inch layers and mechanically tamped full width and depth to the top of the original ground to a density of not less than ninety-five (95) percent of maximum density as determined by AASHTO Method T-99.

Asphalt paved streets cut by operations, which require repaving shall be replaced with three (3) inches of asphalt. Streets cut transversely for laterals and required patching shall be replaced with six (6) inches of asphaltic material. Any paved driveways cut by these operations shall be replaced with a workmanlike manner. Asphalt driveways shall be replaced with four (4) inches of asphaltic material, which shall be rolled smoothly to blend with existing pavement. Concrete driveways, which are cut, shall be sawed evenly and replaced with six (6) inches of concrete.

Where paved streets are cut, limestone or gravel cover shall be provided immediately following backfill and such crossings shall be maintained.

3. Directional Boring:

Directional boring shall be completed by a contractor with at least five (5) years of experience in directional boring procedures. This work shall be done with the use of appropriate equipment for completing all phases of the directional boring process for polyethylene pipe of the size as designed. The required entry and exit pits shall be constructed and aligned with the proposed lines for interconnecting the existing system. The drilling shall follow, within the required standard tolerances for this method of boring, the lines and grades as shown on the Construction plans. The Contractor shall submit to the Project Engineer a copy of the proposed equipment and planned method to complete the boring prior to construction. In addition, the Contractor shall locate all other utilities and subsurface structures which may interfere with the proposed drilling.

The required pilot holes shall be drilled and then the main carrier pipe hole shall be bored and the PE pipe pulled into place, not damaging or placing excessive stress on the PE pipe. Bentonite shall be injected through the drill pipe to suspend the cuttings from the auger. A Bentonite slurry may be used as required to pull the PE pipe through the finish hole depending on the soil conditions. Upon completion of the bore, the bored PE pipe shall be hydrostatically tested prior to the final connection to the existing system. A minimum of 125 psi pressure for 4 hours shall be placed on the line.

Upon successful completion of the testing, the line shall be flushed clean of debris prior to connection to the existing Force Main and Lift Station.

The Contractor shall provide the following materials and services for directional bore unless other specified by the Owner/Developer:

Traffic Control

Tracer wire for carrier pipe (#10 gauge or larger, solid), per standards (tape may be substituted)

Site preparation and excavation

Dewatering-Groundwater Pump or Well Point System as needed

Sheeting and shoring, as necessary

All fusion welding

Preliminary site restoration (fill open pits, grading)

Site clean-up including removal and proper disposal of all waste materials and drilling fluid

The Contractor shall record location and depth measurements every ten (10) feet over the course of the bore and provide data to the Parish. Data collected by the Parish inspector does not relieve the Contractor from the responsibility of recording his own data. The Contractor shall log all necessary data from the locator/tracing system:

Position

Roll Angle

Tilt Angle

Depth

Temperature of Data Transmitter

Remaining Battery Life

Pull back force (Maximum pull back force shall be recorded.)

The Contractor shall supply the following materials:

All HDPE fittings, couplings, and carrier pipe (unless otherwise specified)

Final site restoration (sod, seed, mulch, concrete/asphalt repair)

Required Right-of-Way Permits

An Inspector for the Parish shall witness and verify the Contractor's logging of pertinent data. The Inspector may log his own data in the Department's own Directional Bore Log sheet for the Parish's use.

The Contractor shall notify all involved agencies prior to the start of construction. The Contractor is responsible for verifying that all permits are current and not expired. The Contractor shall notify the Engineer of Record and the Parish, if expired.

The Contractor shall call "Louisiana One-Call" 48 hours prior to performing any excavation.

The Contractor shall perform directional bore in accordance with the approved project drawings. In no case shall the bore extend into private property unless an easement is provided prior to the start of construction. Vertical tolerances shall be plus or minus 1 foot of elevations shown on drawings. These tolerances shall be met unless required separations for other utilities must be met and puts the bore in conflict. Failure to meet tolerances, if not preapproved by Engineer, may be grounds for rejecting the bore. The Contractor may, at the discretion of the Engineer, be required to abandon the bore and re-drill a new one at the Contractor's own expense.

The Contractor shall provide all structures, safety equipment, and professional services required for the health and safety of the general public and of personnel involved in directional boring work in accordance with the requirements of the Federal, State, and Local Authorities. This includes proof on construction personnel certificates of trench safety training at the time of construction.

The Contractor shall take all measures necessary to protect surrounding public and private property, adjacent buildings, roads, drives, sidewalks, drains, sewers, utilities, trees, structures, and appurtenances from damage due to directional bore work.

The Contractor shall exercise due care at all times and shall not apply more than the safe full force to the carrier pipe recommended by the Engineer.

The Contractor shall give 48 hours (two working days) advance notice to the Parish prior to the start of work. The Inspector is required to inspect materials and to be on site during the boring operation and installation of pipe.

The Contractor shall be fully responsible for all steerable, fluid lined directional boring operation. Any noticeable surface defects resulting from operation of this boring equipment shall be repaired by the Contractor at his expense. The Contractor is recommended to take preconstruction videos of the construction site to avoid unwarranted claims for damages resulting from the construction.

a. Equipment

The directional drilling equipment shall consist of a directional-drilling rig of sufficient capacity to perform the bore and pullback the pipe.

The steerable, directional-boring equipment shall produce a stable fluid lined tunnel with a minimum burial depth of 36 inches for the carrier pipe installation.

The tunneling equipment shall employ a fluid cutting technique. The soil shall be cut by small diameter, high pressure jets of drilling fluid. The jets shall cut the soil in advance of the boring tool, impregnating and lining the tunnel wall with drilling fluid. The drilling fluid shall be inert and pose no environmental risk, such as Bentonite or polymer-surfactant mixture producing a slurry of proper consistency.

The hydraulic power system shall be self-contained and free of leaks, with sufficient pressure and volume to power the drilling operation.

The boring tool (head) shall be remotely steerable by means of an electronic detection system. The tool location shall be monitored in three dimensions and logged every 10 feet from the drilling rig. The boring tool shall pull the carrier pipe through the fluid lined tunnel as it traverses to the surface being crossed.

The rig shall have means to monitor and record the maximum pullback force during the pullback operation. The pulling strength of the boring equipment shall not exceed the HDPE pipe safety pull strength as per the manufacturer's recommendation.

The butt fusion machine used to join sections of HDPE pipe shall have controls and gauges for setting the pressures used for facing, heating, and fusing.

Facing should be conducted at a pressure that produces properly faced pipe ends. Heating pressure should be set so that the pipe ends maintain contact against the heater, but are not forced against the heater (zero contact pressure). Fusing pressure shall be as recommended by the pipe manufacturer and fusion equipment supplier. Heater surfaces must be clean and free of contaminants such as dirt, oil, grease, and melted or charred plastic. To clean the heater, only wooden implements and clean, dry, lint-free non-synthetic cloths should be used. The heater should be checked periodically for uniform surface temperature using a surface pyrometer.

b. Fittings and Restrainers

Pipe flange joints shall be made using a flange adapter, which is butt fused to the HDPE pipe.

A back-up ring shall be fitted behind the flange adapter sealing surface flange for bolting to the mating flange. Standard back-up rings shall be AWWA C207 Class D for 160 psi and lower pressure ratings. One edge of the back-up ring must be chamfered to fit up against the back of the sealing surface flange.

Mechanical joints to polyethylene pipe shall be fully constrained by compressing the pipe OD against a rigid tube or stiffener in the pipe bore.

The stiffener shall be stainless steel. Approved joint restraining devices are Mega-Lug and MJR.

c. Drilling Requirements

The horizontal alignment shall be as shown on the drawings, plus or minus 2 feet. The vertical alignment shall be as shown on the drawings, plus or minus 1 foot. If the Contractor cannot meet these tolerances for whatever reason, he shall confer with the Engineer prior to the start of the bore and the Engineer shall approve any changes.

Sewer line shall not come within 18 inches of inches of potable waterline when crossing or not within 6 feet of waterline when paralleling. Pipe shall be bored to depths indicated on plans.

Compound curvatures should be minimized as the safe pulling strength of the pipe may be significantly reduced by the additional tensile stresses due to curvatures. This is limited by the maximum deflection as set forth by the HDPE pipe manufacturer or AWWA Standards, whichever is more stringent.

The entry angle should be 12 degrees to 14 degrees ideally (not to exceed 15 degrees). Exit angle should be 6 degrees to 12 degrees to facilitate the pullback operation.

Erosion and sedimentation control measures and on-site containers shall be installed to prevent drilling mud from spilling out of entry and/or exit pits.

Drilling mud shall be disposed of off-site in accordance with applicable Local, State, and Federal requirements and/or permit conditions.

Pilot hole shall be drilled on bore path with no deviation greater than plus or minus 1 foot from the design depth over a length of 100 feet. In the event that the allowable deviation is exceeded, the Contractor shall notify the Parish and the Parish may require the Contractor to pullback and re-drill from a location along the bore path before deviation.

Upon successful completion of the pilot hole, the borehole shall be reamed to a minimum of 25 percent greater than the outside diameter of the pipe being installed. For bores with more than two (2) radii of curvature (entrance and exit), the bore hole should be reamed up to 50 percent larger than the outside diameter of the carrier pipe.

The Contractor shall not attempt to ream at a rate greater than the drilling equipment and mud system are designed and safely handle.

In the event of a drilling hole blowout, the Contractor shall be responsible for restoring to original condition any damaged property and cleaning up the environment in the vicinity of the blowout.

d. **Pipe Installation**

After reaming the bore hole to the required diameter, the pipe shall be pulled through the hole. In front of the pipe shall be a swivel and barrel reamer to compact the bore hole walls.

Once pullback operations have commenced, the operation shall continue without interruption until the pipe is completely pulled into the borehole. The frictional resistance is the highest just prior to movement and decreases with movement. When pullback ceases, frictional forces and drag forces increase due to the thixotropic nature of drilling mud. The mud starts to gel when it is undisturbed. Therefore, **PULLBACK SHALL NEVER BE STOPPED, EXCEPT FOR DRILLING ROD REMOVAL, UNTIL THE PIPE IS COMPLETELY PULLED INTO ITS PERMANENT POSITION.**

Adequate lengths of pipe shall be provided at both the launching and receiving ends to facilitate service connection assemblies.

After pullback, pipe may take several hours to recover from the axial strain. When pulled from the reamed borehole, the pull-nose should be pulled put 3-4 percent longer than the total length of the pull to avoid having the pull-nose sucked back below the borehole exit level due to stretch recovery and thermal contraction to an equilibrium temperature.

The pipe entry area shall be graded as needed to provide support for the pipe and to allow free movement into the borehole. The pipe shall be guided into the borehole to avoid deformation of, or damage to, the pipe.

The pipe shall be installed in a manner that does not cause upheaval, settlement, cracking and movement of distortion of surface features. Any damages caused by the Contractor's operations shall be corrected by the Contractor.

In the event that unexpected subsurface conditions impeding drilling operations are encountered, the procedure shall be stopped and not continued until the Parish has been consulted. The pipe shall be pulled back through the borehole using the wet insertion construction technique.

If final grade of the finished bore is not satisfactory to the Parish or any other jurisdictional entity, the pipe shall be made. The abandoned pipe shall be properly shown on "as-built" drawings to be submitted following conclusion of the construction work.

The Inspector shall inspect the installed pipe for roundness and/or damage. Evidence of over-pulling or significant surface scratching shall be brought to the attention of the Engineer and the Parish. Deformations of more than 10 percent may be grounds to abandon the bore and have the Contractor re-drill another line.

e. Butt Fusion Procedure

Fusion welds shall be performed by an experienced technician that has been properly trained to meet the pipe manufacturer's procedures. All welds shall meet the pipe manufacturer's recommendations.

As the pipe ends are melted against the heater during the heating period, the molten plastic will swell and form melt beads around the pipe ends. The melt beads should be the same size on both pipe ends and uniformly sized all the way around.

After melting has been completed, the ends should be separated just enough to remove the heater, observed for uniformity of the beads and quickly (within three seconds) brought together with the recommended pressure.

If melted plastic sticks to heater, the two ends should not be joined. The ends should be allowed to cool and the procedure started over. Excess pressures should not be used as this will squeeze too much melt out of the fusion area and result in a weakened joint.

The Contractor may do a preliminary pressure test on the completed string of pipe prior to installation. A pressure test shall be required on the completed directional bore prior to final acceptance.

f. Connecting Two Adjoining Sections of Directionally Bored Pipe

If the overall length of the required utility installation cannot be safely pulled using a directional bore, then the Contractor shall be required to make more than one pull to accomplish the installation.

Where two adjacent pulls meet, the Contractor shall dig a pit and join the two sections together at the elevation of the two segments as if it were a continuous pull-in.

The two sections of HDPE shall be joined together using an electro fusion coupling per the coupling manufacturer's recommendations.

g. General Pose-Construction

The as-built variance from the specified bore path shall not exceed plus or minus 1 foot in the vertical plane and plus or minus 2 feet in the horizontal plane. The Contractor shall notify the Engineer and the Parish prior to start of the boring operation if these tolerances cannot be met.

The Contractor shall be considered as having completed the requirements of the directional bore when he has successfully completed the work, including pressure testing to the satisfaction of the Developer /Owner's Engineer and the Parish Inspector.

The completed HDPE water main or force main shall be pressure tested at 150 psig for two hours for final acceptance and the pressure shall not fall below 145 psig during the test period.

h. As-Built

When the directional bore is completed, the Contractor shall provide data log sheets and marked up as built drawings to the Inspector, and the Developer/Owner's Engineer if required.

4. Manhole Connections, Diversions, and Capping

The Contractor shall cut existing force main pipes proposed for extension to sufficient length to allow for the installation of required fittings to direct flow around the existing manhole from which force main is being removed. Contractor shall leave a 6-inch stub of pipe extending from the manhole and install a glue-welded cap fitting of the same material.

Contractor shall core drill a hole in the existing concrete manhole to accept the proposed force main inlet pipe. The hole shall be clean cut with a mechanically driven coring bit sufficient in diameter to allow tolerance of the outside pipe diameter of the inlet pipe fitted with a modular seal. All inlet pipes shall be inserted into the manhole and fitted with a sleeve type mechanical seal and a tee turned facing vertical. The top of the tee shall be blind-flanged. The bottom of the tee shall be open faced to direct flow downward. The sleeve type mechanical seal shall be a link seal or approved equal. The modular seal shall be installed per manufacturer's recommendations and tightened to prevent leaks.

V. CLEAN UP:

Before final inspection and acceptance the Contractor shall clean ditches, shape shoulders and restore all disturbed areas, including street crossings, grass plots, to as good a condition as existed before work started. All trenches shall be leveled, and loose material removed from pavement, gutters, and sidewalks, employing hand labor if necessary.

VI. BASIS OF PAYMENT:

The number of completed units of the various items listed on the proposal shall be determined and payment made at the unit price designed, therefore, on the proposal for each item. Such payment shall be full and complete compensation for the completion of such items, including the furnishing of all materials, labor, supervision, workmanship, handling, transporting, installation, cleaning up, testing and incidentals necessary for the completion of each item. Payments shall be made upon the percent completed at the end of the month. Percentages shall be determined by the Project Engineer and Contractor jointly and shall be based on invoices for materials and labor involved.

The Contractor shall submit all partial pay invoices on or before the first (1st) day of each month to the Engineer who shall check all items for pay by St. John the Baptist Parish.

Ten percent (10%) shall be retained on all partial pay estimates for projects less than \$500,000.00 in cost and five percent (5%) for projects greater than \$500,000.00 in cost for construction in accordance with these plans and specifications. If all items are completed in accordance with these plans and specifications, a substantial completion shall be accepted by St. John the Baptist Parish and recorded with the Clerk of Court in the Parish where the work was performed. Upon approval of the substantial completion by St. John the Baptist Parish, a five percent (5%) retainage of the total contract price shall be withheld. The remaining five percent (5%) will be paid within forty-five (45) calendar days after final acceptance of the job by the Parish Engineer and provided that all liens and other encumbrances have been shown in writing to be free and clear, to the satisfaction of the Owner. The Contractor shall warrant this project in writing against all defective materials and workmanship, hereinafter, for a period of one (1) year from the time of acceptance of the job by the Engineer.

SPECIAL CONDITIONS

**ST. JOHN THE BAPTIST PARISH
PROPOSED SEWER FORCE MAIN
THREE EXTENSIONS
ROBIN STREET. AREA & RIVER FOREST**

SPECIAL CONDITIONS

S-01 CONTRACT DRAWINGS

The Drawings listed in the Advertisement and Description shall govern the work performed under this contract.

S-02 SCOPE AND EXTENT OF CONTRACT

The SCOPE OF WORK to be performed under this contract consists of furnishing and delivering all labor, materials, supervision, construction equipment, mechanical and electrical equipment not furnished by the St. John the Baptist Parish (the Parish), travel, utilities, transportation, supplies, tools and services necessary for performing all work as specified in the Contract Documents, plus whatever work may be added as extra work under the provisions stated in Paragraphs No. 21 and No. 22 of the General Conditions.

The intent of the work is described as follows:

Elaborate on the scope provided in the advertisement and provide greater detail. Limit to 3/4 of a page.

S-03 LOCATION OF CONTRACT WORK

The location of the work site is in LaPlace, Louisiana. The Contractor will perform all his work in a way that minimizes interferences with both the public and Parish personnel. All schedules and methods of work are subject to approval by the Engineer.

S-04 COMPLETION TIME

The Base Bid Items of the work of this contract shall be completed in all respects and tendered to the Parish for acceptance within one hundred eighty (180) calendar days from issuance of Notice To Proceed. Address any special considerations or requirements. Demolition and disposal of the existing building must be complete within thirty (30) calendar days from the date of the "NTP".

- A. Selected Additive Alternate Bid Items shall be completed in all respects and tendered to the Parish for acceptance concurrent with their respective Base Bid item.
- B. The work performed within the time frame stated above shall also include repair of damages to public or private property, complete cleanup of the premises, and completion of all punch list items generated by the Engineer's final inspection.

S-05 CITY AND STATE SALES TAXES

Applicable state and local sales and use taxes for purchase of materials and supplies furnished under this contract shall be paid by the Contractor except when exempt by the Parish. Such taxes shall be included in the lump sum bid for the work of this contract. The Parish shall be relieved of any obligation to pay these taxes.

S-06 PROPOSAL FORM

- A. All blank spaces in the Proposal Section shall be filled. A bid price shall be indicated for each bid item. Bids received without all such items completed will be considered non-responsive. Unbalanced bids will be rejected.
- B. The bid shall contain an acknowledgment of receipt of all Addenda, which shall be bound to the Bidder's Contract Specifications to form a complete document. Proposal Form SHALL NOT be detached from these specification. The number of all Addenda received shall be filled in on the Bid Form.
- C. Bidders are required to submit, in addition to the original Form of Proposal contained herein, three (3) additional copies of the complete proposal including all inserts, brochures, or other data required by the bid. Failure to submit the copies shall be considered as an informality and will not invalidate the bid, provided that within 24 hours after the request has been made by the Purchasing Agent for the Parish, the bidder has furnished same to the Purchasing Agent.

S-07 BID PRICE

- A. The Total Base Bid amount shall include and cover the performance of all labor and the furnishing of all materials requisite and proper for the work named herein and in the manner set forth in addition to any unit price items designated "Base Bid" in the Bid Form, all as described in the Contract Documents.
- B. Unit Price Work may be done in total, in part, or not at all, at the discretion of the Parish. The Contractor shall be paid for the Total Base Bid work plus only that portion of the unit Price Work that is actually performed.

S-08 BID EVALUATION

- A. All bids received will be evaluated on the basis of the Sum of Total Base Bid and alternatives in the Proposal Section.
- B. Bidders shall provide prices, where required in the Proposal Section, for all work. Any bids received without prices submitted for all required items will be rejected and will not be considered.
- C. If two or more proposals are received equal in amount and lower than any other proposal, the Parish reserves the right to evaluate these proposals and to decide which proposal will be accepted. Preference will be given to home contractors, all conditions being equal.

S-09 ACT 318 OF 1958

- A. Under the terms of Act 318 of 1958, of the Regular Session of the Legislature of the State of Louisiana, all things being equal, preference must be given to either (1) firms doing business in the State of Louisiana or (2) to products produced (or) grown (or) manufactured in the state.
- B. Before any bill for supplies used shall be paid to any non-resident firm, a statement in writing shall be submitted by the seller to the effect that his firm has paid all taxes duly assessed by the State of Louisiana and its political subdivisions, including franchise taxes, to the state and its political subdivisions.

S-10 BID DISPUTES

Recommended awards based on bid results will be posted on a bulletin board located outside the office of the Purchasing Department within 72 hours (excluding Saturdays, Sundays, and Holidays) after the Bid opening. Bidders may also telephone the Purchasing Department to determine the bid results. Objection by a bidder to any recommended award must be made in writing to the Purchasing Agent within 72 hours (excluding Saturdays, Sundays, and Holidays) after the recommended bid award has been posted.

S-11 BID CONFLICTS

- A. Prices bid in the proposal must be written in full in words also in figures. If there is a difference between the words and the figures in any price bid, the price written in words shall be considered to be the true bid.
- B. Where there is a difference in calculated extensions of unit prices, the correct extended figures shall be used to evaluate bids. Only minor errors will be considered. Major errors will disqualify the bid.
- C. Where the bid total is not equal to the sum of the extended prices, the correct sum of extended prices shall be used to evaluate bids. Errors which cause the order of bids to change will disqualify the bid.
- D. Erasures or other changes in the Bid Prices must be explained or noted over the signature of the Bidder.

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE WILL BE ACCEPTED. PENCIL FIGURES OR PENCIL SIGNATURES WILL DISQUALIFY BIDDER.

- E. BIDS MUST BE ENTERED ON PROPOSAL FORMS EMBODIED IN THESE SPECIFICATIONS AND SHALL REMAIN ATTACHED THERETO, OR BIDS WILL NOT BE CONSIDERED.

S-12 ESCALATION

Firm Proposals are required and no proposal containing an escalation clause will be considered.

S-13 DEPOSIT OR BID BOND

Failure to sign the contract and execute required bond(s) within ten (10) days after official award of the contract will result in forfeiture of the bid security.

S-14 PERFORMANCE BOND

Any surety bond written for a public works project shall be written by a surety or insurance company currently on the U. S. Department of the Treasury Financial Management Service List of Approved Bonding Companies which is published annually and in the Federal Register, or by a Louisiana Domiciled Insurance Company with at least A minus (A-) rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent of policyholder's surplus as shown in the A.M. Best's Key Rating Guide, or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds. In addition, any surety bond written for a public works project shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.

S-15 DOMESTIC MANUFACTURE

All equipment to be furnished must comply with the Buy America Act

S-16 LOUISIANA REVISED STATUTE 9:2716

Any contract between the Parish and a person or entity entered into as a result of fraud, bribery, corruption, or other criminal acts, for which a final conviction has been obtained, shall be null and void and unenforceable as contrary to public policy. Any person whose conviction causes the nullification of the contract as provided shall be responsible for payment of all costs, attorneys' fees, and damages incurred in the re-bidding of the contract.

S-17 MOBILIZATION

- A. Mobilization consists of preparation work and operations, including, but not limited to, those necessary for movement of personnel, equipment, supplies, and incidentals to the project site: the establishment of all offices, buildings, and other facilities necessary for work on the project and the costs of bonding, insurance, and all other Preconstruction expenses necessary for the start of work, excluding the cost of construction materials.
- B. The price bid for Mobilization shall not exceed 5% of the Total Lump Sum Bid Price including cost of mobilization (unit price work not included).
- C. No price adjustment will be made to Mobilization due to changes in the work or additions to the contract. Any increased Mobilization costs incurred by the Contractor by or through changes or addition of extra work will be considered incidental to the changes or extra work.
- D. In the event of contract cancellation, the Contractor will be paid for the actual cost incurred for Mobilization, not to exceed the amount entered on the Form of Proposal.

S-18 BIDDERS TO EXAMINE LOCATION AND PLANS

- A. Each Bidder shall make a personal examination of the location of the proposed work and of the surrounding area. He shall thoroughly acquaint themselves with the details of the work to be done and all the conditions and obstacles likely to be encountered, including soil conditions, in the performance and completion of work. Bidders shall inform themselves as to the facilities for the transportation, handling, and storage of equipment and materials.
- B. Each bidder shall carefully study the plans, specifications and other contract documents and thoroughly satisfy themselves as to the conditions under which the work is to be done, and as to the character, qualities and quantities of work to be performed, and materials to be furnished, and be prepared to execute a finished job in every particular.
- C. No extra charge will be accepted except as may be specifically provided for elsewhere in these Contract Documents.

S-19 BIDDERS QUALIFICATIONS

Bidders shall be known to be skilled and reputable Contractors qualified to do the type of work described by the Contract Documents. Proposals from others will not be considered. These qualifications shall be in addition to those required by the Louisiana State Licensing Board for Contractors under LA-R.S. 37:2150 through 37:2163, as amended.

S-20 PROPOSALS FROM LICENSED CONTRACTORS

Proposals will be received from only those Contractors who are licensed by the Louisiana State Licensing Board for Contractors under Louisiana Revised Statutes 37:2150 through 37:2163 as amended and are qualified under the provisions of the said act to perform the work called for in these specifications. Any bid in the amount of \$50,000.00 or more that does NOT show the Contractor's license number on the bid envelope will be automatically rejected, and will be returned to the bidder stamped "REJECTED" and will NOT be read aloud at the public bid opening.

S-21 EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

It is understood that except as otherwise specially stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, light, power, transportation, superintendence, 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.

S-22 ORGANIZATION OF SPECIFICATIONS

The Specifications are separated into sections for convenience of reference. These separations do not establish limits to the Contract between the Contractor and Subcontractors or between Subcontractors.

S-23 ORDER TO START WORK AND COMPLETION OF WORK

- A. Sometime after the contract has been signed, the Engineer will issue a "Notice to Proceed" directing the Contractor to start work at a point or points designated within 25 calendar days after the date of the "NTP". The "NTP" shall be the Contractor's authority to purchase materials for use on this contract; materials ordered by the Contractor before the "NTP" has been issued are ordered at his own risk and the Parish has no obligation concerning them.
- B. NTP shall not be issued until Contractor has presented to the Engineer an adequate Health & Safety Plan, evidence that all required insurance, Performance Bond, and Material and Labor Payments Bond are in place with appropriate endorsements.
- C. The Contract shall be completed in every respect, including the repair of all damaged public or private property resulting from the work of this contract, within the specified number of calendar days.

S-24 LIQUIDATED DAMAGES FOR FAILURE TO START OR COMPLETE ON TIME

- A. The Contractor shall pay to the Parish the sum of \$300.00 liquidated damages for each calendar day beyond the times specified should the Contractor fail to commence or start the work within the time allotted or fail to complete individual phases of the work within the times allotted for said individual phases.
- B. Special notice is hereby given to all Contractors that the terms stipulated in Paragraph 26 of the General Conditions, titled "FAILURE TO START, FAILURE TO COMPLETE" as well as the liquidated damages specified in the above subparagraphs will be strictly interpreted and rigidly enforced.

S-25 BEFORE STARTING CONSTRUCTION

- A. Before undertaking each part of the work, the Contractor shall carefully study and compare the contract documents and check and verify pertinent figures shown thereon including all pertinent field measurements. Contractor shall promptly report in writing to the Engineer any conflict, error or discrepancy that the Contractor may discover. Prior to commencement of work under this Contract or the continuance of any work hereunder or under any modification to the Contract Documents, Contractor shall provide written notice to the Engineer of any defects in the plans and specifications and the specific engineering reasons thereof, and of any prospective damages to persons or property that could be or would be caused by the work and/or duties to be performed under this contract.
- B. Prior to beginning the work, Contractor shall submit to the Engineer an estimated CPM progress schedule indicating the starting and completion dates of various stages of the work, a preliminary schedule of Shop Drawing and Product Data submittals, and a preliminary schedule of values of the work.

S-26 PRECONSTRUCTION CONFERENCE

- A. After the time specified in the Notice to Proceed, or as agreed by the parties, but before Contractor starts any portion of the work at the site, a conference will be held for review and acceptance of the work schedules to establish procedures for handling Shop Drawings and other submittals. In addition, the conference will include the determination for securing of Permits, for processing applications for payment, and to establish a working understanding among the parties as to the work, protection of existing facilities, conflicts with other utilities or owners, and other pertinent items associated with the Contract.
- B. Conference shall be attended by the Parish Engineer, the Contractor and his jobsite Superintendent, principal Subcontractors, representatives of principal suppliers as deemed necessary and appropriate, the Design Engineer and his Project Manager and others as deemed advisable by the Contractor, the Parish or the Design Engineer.

S-27 PERMITS AND CERTIFICATES

- A. Before commencing work, the Contractor shall obtain at his own expense any permits that are necessary. The Contractor shall also secure at his own expense any necessary inspection certificates required after the work is done.
- B. Evidence of compliance shall be furnished to the Parish prior to starting work in the case of permits or within 10 calendar days after completion of that work requiring inspection certificates.

S-28 GENERAL SPECIFICATIONS AND THEIR APPLICATION

In all cases where the General Conditions are not directly contradicted by these Special Conditions, the General Conditions shall have full force and effect; nor shall the fact that certain clauses of the General Conditions refer to operations not constituting a part of the work of this contract be construed as in any way weakening the binding force of the General Conditions in the remaining clauses.

S-29 CONFLICT BETWEEN THE GENERAL AND SPECIAL SPECIFICATIONS

In case of any conflict between the "General Conditions" herein, and these "Special Conditions", the latter shall govern.

S-30 CONFLICT BETWEEN DRAWINGS AND/OR SPECIFICATIONS

In case of the conflict between the bid documents (drawings and the specifications), the specification shall take precedence.

S-31 CONTRACT DRAWINGS AND SPECIFICATIONS FROM THE PARISH

- A. The Engineer will furnish to the Contractor free of charge, one (1) set of specifications and one (1) set of reproducible drawings for the Contractor's use. Reproduction costs shall be borne by the contractor. The Engineer will also furnish ten (10) copies of any revised drawings.

- B. The work shall be executed in strict conformity with the contract specifications, and the Contractor shall do no work without proper instructions.
- C. Contract drawings are descriptive of the work to be performed and are to be used for General Guidance only. Contractor shall take and verify all measurements and dimensions in the field. Do not scale. Contractor shall assume all responsibility for failure to take proper and accurate measurements.
- D. These plans and specifications shall be considered to be complimentary, one to the other, and work indicated in/on one shall be as binding as if indicated in both. Discrepancies between drawings and specifications or any clarifications deemed necessary shall be brought to the attention of the Engineer prior to the submission of a bonafide bid. Submission of a bonafide bid indicates that the Contractor has been adequately informed on all phases of the work and that he can and will perform in accordance with these plans and specifications.
- E. All equipment shall be installed in accordance with the manufacturer's recommendations and any conflicting data shall be verified before bids.
- F. After award of contract, the Engineer's interpretation of these documents shall be final.

S-32 CHANGES

- A. Minor changes or additions to the contract (defined as those changes or additions which do not change the total cost of the contract or those which do not increase or decrease the total cost of the contract by an amount exceeding 5% of the base bid of the original contract) may be made by the Engineer upon written notice to the Contractor.
- B. Changes of greater extent or value may be made only by express written direction of the Parish. Any work done by the Contractor without such direction is done at his own risk, and the Parish assumes no responsibility therefore.
- C. Notice of such change shall be required to be made to the Contractor's Surety. The Contractor and his Surety shall be fully responsible for any obligation which they have assumed under this contract by or through such change or changes as may be made.
- D. Increase or Diminution of Quantities

The Parish reserves the right to alter the quantities of work included in this Contract as may be found to be necessary or desirable. Such increases, decreases and/or other alterations shall not invalidate the Contract nor release the Surety and the Contractor. The Contractor agrees to accept the work as altered, the same as if it had been part of the original Contract. No claims shall be made by the Contractor for any loss of anticipated profits because of any such alteration, nor shall such alteration be considered as waiving or invalidating any conditions or provisions of the Contract.

S-33 PAYMENTS

- A. Initial payment to the Contractor will be predicated upon his compliance with other provisions of these specifications relative to securing of all necessary permits, insurance, and bonds.
- B. Credits to be allowed the Parish by the Contractor for work abandoned or not to be done shall be calculated on the same basis as "Extra work".
- C. Payments for extra work, whether unit price work, lump sum work, or force account work will be made and retainers will be withheld on items of extra work in the same manner as on the items bid on the original proposal.
- E. The percentage of the value of the work done which will be retained by the Parish is defined as follows:
 - 1. On contracts that are priced \$500,000.00 or more, the Parish shall withhold 5% of the total amount earned, as billed, until the contract is finally accepted and a clear Lien and Privilege Certificate is submitted. Payment for material stored shall be made at 90% of the paid invoice value and 5% retainage will be withheld from this amount.
 - 2. On contracts priced less than \$500,000.00, the Parish shall withhold 10% retainage.

S-34 PAYMENT FOR MATERIAL DELIVERED TO JOB SITE

The Parish will allow partial payment for material delivered to the job site but not yet used in construction, provided that conditions of security and areas for storage on the jobsite are judged suitable by the Engineer to adequately protect the interest of the Parish. Ninety (90%) percent of the value of the materials as delivered, as represented by invoices, will be included in the pay estimate.

S-35 CONTRACTOR'S PLANS, SAMPLES, AND DATA

- A. Required submittals are defined in the Submittal Register provided by the Design Engineer and made part of these specifications as Attachment X.
- B. The Contractor shall submit for approval, with such promptness as to cause no delay in this work, three (3) copies each of all product data, shop, assembly, or erection drawings and lists of material and equipment for erection, together with other information in such detail as to permit the Engineer to judge whether the proposed material, equipment, or arrangement will meet the requirements of the drawings and specifications. The Engineer will return two (2) annotated copies of each drawing to the Contractor.
- C. All submittals, regardless of origin, shall be stamped with the approval of the Contractor and identified with the name and number of the contract, Contractor's name, and references to applicable specifications paragraphs and contract drawings. 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.

- D. The Contractor shall accept full responsibility for the completeness of each submission and shall verify that all exceptions previously noted by the Engineer have been taken into account. Partial submittals will not be entertained.
- E. The Engineer shall be allowed 10 working days to process submittals. The Engineer's approval shall not relieve the Contractor of responsibility for correctness of his submittals. The Contractor shall bear any costs or expense incurred to revise or replace material or equipment, furnished in accordance with his submittals, so as to bring the work into conformance with the drawings and specifications.
- F. Resubmission or any other delay in obtaining the Engineer's review of submittals will not entitle the Contractor to extension of 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 the Engineer to return any submittal within 10 working days after its receipt in the Engineer's office.

NOTE: The fact that the Contractor furnishes on the job items that are listed in the specifications and not a substitution does not relieve the Contractor from furnishing submittals to the Engineer as stated in the preceding paragraphs.

- G. The contract documents are prepared to establish the intent of the required construction. Approval of the contractor's submittals, which may be based upon items different from that specified and/or shown on the plans and specifications, shall NOT relieve the contractor of all costs necessary and proper to make the items fit and function in accordance with the intent of design, as judged by the Engineer.

S-36 SUBSTITUTE MATERIALS AND EQUIPMENT

All materials and/or equipment indicated on contract plans and/or included in specifications by Manufacturer's Name, Catalog or Model Number has been selected to establish a standard for quality and/or function. If the Contractor wishes to substitute Material and/or Equipment of another Manufacturer because of availability or as "an equal" he shall, after signing of contract, comply with the following:

- A. Such Materials and/or Equipment must be submitted for Engineer's approval within forty-five (45) consecutive days after signing of contract and thereafter approved as "Equal" by the Engineer. Submittal shall be made on the Contractor/Supplier Request Form found in Division 1 of the Technical Specifications. No alternate forms will be accepted. Substitution Requests must provide complete data and side by side comparison of the item specified and that proposed for substitution.
- B. If Contractor fails to submit the Materials and/or Equipment substitutions within forty-five (45) days limit or if any one of the Materials and/or Equipment submitted within specified period is not approved by the Engineer, then only Materials and/or Equipment specified in the Contract Documents will be accepted.
- C. The term "Equal" used herein is defined as meaning "Equal", in the opinion of the Engineer, with regard to quality, fit, finish, and utility.

- D. No more than one submittal of a Material and/or Equipment substitute for each item of Material and/or Equipment indicated on drawings and/or included in specifications will be reviewed for approval by the Engineer.

S-37 PRIOR APPROVAL

All bids must be based upon the specified items. If the Contractor wishes to substitute "or equal" prior to the bid opening, he shall be responsible for the substitution's equality to the item(s) specified. The Parish will entertain prior approval of substitutions up to 14 working days before bid opening. Requests for Prior Approval received subsequent to the cut-off date will not be reviewed. The Parish reserves the right to evaluate the equality of the substitute item(s) and its decision regarding the acceptability of the item(s) will be final.

S-38 CODES AND STANDARDS

Wherever in the Contract Documents references are made to NEC, NESC, AWWA, ASTM, ANSI, NEMA or any other standards or requirements, it shall be understood that the most current issues of the standards or requirements of the National Electrical Code, National Electrical Safety Code, American Water Works Association, American Society for Testing and Materials, American National Standards Institute, National Electrical Manufacturers Association, etc., are intended and shall apply, except where specific dates are given and except to the extent that the standards or requirements may be in conflict with applicable laws, regulations, ordinances, etc., of the State of Louisiana.

S-39 LINES AND GRADES

The Engineer will establish permanent control points for the centerline of the construction and a control benchmark for elevations. From these established control points and the benchmark, the Contractor shall establish all locations and grade of the work and shall be solely responsible for the exact position of all parts of the work with reference to the established line and the benchmark. The Contractor shall maintain his own field engineering force, for this purpose, that of the Engineer being for checking the Contractor's locations only. The Contractor shall furnish at his cost and for his account, all stakes, permanent bench construction, templates, instrument platforms, and other materials necessary for marking and maintaining points and lines given, and shall furnish the Engineer such assistance as he may require in checking the layout of the work. The Contractor will be held responsible for the protection of all stakes and marks and if, in the opinion of the Engineer, benches or lines established by the Engineer have been destroyed or disturbed, they shall be replaced at the Contractor's expense."

S-40 SURVEY AND LAYOUT DATA

- A. All field books, notes and other data developed by the Contractor in performing surveys required as part of the Work shall be available to the Engineer for examination throughout the construction period. All such data shall be submitted to the Engineer with the other documentation required for final acceptance of the work.
- B. Contractor shall keep neat and legible notes of measures and calculations made by him in connection with the layout of the Work. Copies of such data shall be furnished to the Engineer or his inspector for use in checking Contractor's layout as provided

under Lines and Grades. All such data considered of value to the Parish will be transmitted to the Parish by the Engineer with other records upon completion of the Work

S-41 MATERIALS BY CONTRACTOR AND MATERIALS BY OTHERS

The Contractor shall furnish all materials required for the various items of work except where specifically shown otherwise in the Contract Documents.

S-42 OPERATIONS AND MATERIAL STORAGE AREA

- A. Any area of the Parish's property can be used by the Contractor for storage, work operations, etc., contingent upon the Engineer's approval. At the time approval is granted, the Engineer will outline the particular qualifications to be imposed in the use of that area. If materials are stored anywhere within the area without this approval, the Engineer, at his discretion, can order them moved to a more suitable location.
- B. All operations of the Contractor including storage of material on Parish premises shall be confined to areas authorized or approved by the Engineer. The Contractor shall hold and save the Parish harmless from liability of any nature occasioned by his operations.
- C. Temporary buildings (storage sheds, shops, offices, etc.) may be erected by the Contractor only with the approval of the Engineer, and shall be built at no cost to the Parish. Such temporary buildings and utilities shall remain the property of the Contractor and shall be removed by him at his expense upon completion of the work.
- D. No materials or equipment may be placed over underground structures whenever such storage or use may impair effectiveness or limit maintenance, or impose excessive loadings.
- E. The Engineer may order moving of materials or equipment at no cost to the Parish even from places where approval has been granted if it becomes necessary to the operation of the Parish's facilities because of things unforeseen at the time of approval.
- F. Any area occupied by the Contractor shall be cleaned and surfaces restored upon completion of the work.
- G. The Parish assumes no responsibility for any loss of or damage to the Contractor's material, tools, or supplies.
- H. Trees and shrubs shall not be cut or damaged without the permission of the Engineer.

S-43 WATER AND OTHER UTILITIES

- A. It shall be the responsibility of the Contractor to make all necessary arrangements for the provision of water, electricity, drainage, sanitary sewage disposal, gas, compressed air, and any other utility service required to prosecute the work of this contract.

- B. Costs of all services shall be borne by the Contractor.
- C. Connections to fire hydrants shall only be made with meters obtained from the Parish which shall record water usage for record purposes and which shall be returned to the Parish as a condition of acceptance of the Contract. Application for the meter requires a \$1,500.00 deposit that is refundable upon return of the meter in undamaged and operable condition.

S-44 EMERGENCY TELEPHONE

The Contractor shall, before contract work begins, furnish to the Engineer Telephone Numbers at which company officers or responsible persons can be contacted at night, weekends and holidays in case of emergencies.

S-45 PROJECT WORK SCHEDULE

- A. Upon receipt of the Notice of Award and prior to commencement of any work on the contract, the Contractor shall be required to furnish a Schedule of Values and a CPM Progress Schedule (bar chart format) in a recognized CPM software (Microsoft Project, Primavera, etc.). These documents will be updated throughout the contract performance period and will be used in the preparation of progress payments to the Contractor.
- B. The form of these documents, although subject to change upon order of the Engineer, shall consist of:
 - 1. Separation and breakdown of the entire construction project into its logical construction components. Include the procurement cycle for critical materials and tie those to the construction logic. Construction activities must summarize to larger activities that reflect the Bid Items on the Form of Proposal. No construction activity shall exceed 21 calendar days in duration.
 - 2. For project less than 1 year, use a 3 tier timescale that shows day/week/month. For projects longer than 1 year, show week/month/year.
 - 3. Show proposed start dates and duration for each construction and procurement activity. Include activities for mobilization, submittals, final inspection, turnover, and demobilization.
 - 4. After approval of the construction schedule by the Engineer, cost load activities to align with the Bid Items on the Form of Proposal. The only Procurement activities to be cost loaded are Delivery to Jobsite which shall reflect 90% of the purchase value. Remaining cost shall be attributed to installation.
 - 5. After approval of the cost loaded construction schedule by the Engineer, freeze the schedule as the baseline for monthly progress comparison.
- C. Update physical progress as instructed by the Engineer and agree such progress with the Engineer. Depict schedule updates to compare baseline and actual progress. Show percent complete on the "actual" line.

- D. Use the schedule software to compute earned value and use the earned value, as agreed by the Engineer, to prepare monthly invoicing according to the terms and conditions of contract and in a form and format provided by the Engineer. Submit the updated progress schedule with the invoice and backup calculations to the Engineer for approval. Engineer shall submit the approved invoice and schedule update to the Parish.

S-46 JOB SITE DRAWINGS AND SPECIFICATIONS

- A. A complete and current set of contract drawings and specifications, including any addenda, shall be maintained on the job site by the Contractor.
- B. One copy of all approved shop drawings, equipment or material drawings, etc. shall be maintained on the job site by the Contractor.

S-47 CONTRACTOR'S WORK

- A. The Contractor shall furnish, deliver, and unload all materials, tools, appliances and rigging necessary for the completion of this Contract as covered by these specifications.
- B. The Contractor shall furnish all labor, skilled and unskilled.

S-48 CONTRACTOR'S RESPONSIBILITY FOR WORK

- A. The Contractor shall give personal attention to and supervise the work to the end so that it shall be prosecuted faithfully; and, when the Contractor is not personally present on the work, the Contractor shall be at all times represented by a competent English speaking superintendent or foreman who shall be present at the work and who shall receive and obey all instructions or orders given under this contract, and who shall have full authority to execute the same, and to supply materials, tools and labor without delay, and who shall be the legal representative of the Contractor. The Contractor shall be liable for the faithful observance of any instructions delivered to the Contractor or to the Contractor's authorized representative.
- B. Until final written acceptance of the project by the Parish, the Contractor shall have the charge and care thereof and shall take every precaution against damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or non-execution of the work. The Contractor shall rebuild, repair, restore and make good all damages to any portion of the work, before final acceptance, including damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor; acts of God, of the public enemy or of governmental authorities and shall bear the expenses thereof.
- C. In case of suspension of work from any cause, the Contractor shall be responsible for the project and shall take such precautions as necessary to prevent damage to the project, provide for normal drainage and erect any necessary temporary structures, signs or other facilities at his expense.

S-49 CONTRACTOR'S EMPLOYEES

The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the task assigned to him.

S-50 OTHER CONTRACTS

The Parish has, or may undertake or award, other contracts for other or additional work. This Contractor must fully co-operate with such other Contractors and Parish employees and carefully fit his own work to such other work, as may be directed by the Engineer. This Contractor must not commit or permit any act that will interfere with the performance of work by any other Contractor or Parish employees.

S-51 PARKING FACILITIES

Contractor personnel will not be permitted to park personal vehicles on public property due to limited and restricted area available for this purpose. The Contractor will be allowed to bring construction equipment and construction vehicles onto the site as necessary in the execution of this contract but may be required to remove them if their presence interferes with the operation of the Parish, at the discretion of the Engineer.

S-52 PARISH'S RIGHT TO OCCUPANCY

- A. The Parish will have full access to and full use of all existing utilities during the entire period of construction for the conduct of its normal operations. The Contractor shall cooperate with the Engineer and the Parish in all construction operations to minimize conflict, and to facilitate Parish usage.
- B. The Contractor shall at all times provide proper facilities for access and inspection of the work by representatives of the Parish, the Engineer, inspectors, and any such official Governmental Agencies as may be designated by the Parish as having jurisdictional rights to inspect the work.

S-53 SITE SECURITY

- A. All Contractor Employees who enter the project work site(s) shall have current and legible picture ID Badges issued by the Contractor. No one will be allowed to enter the job site(s) without displaying this badge, which shall be worn and visible at all times.
- B. The Contractor shall insure that the site is properly secured at the end of each workday. Protective fences shall be intact and the gates locked. The Contractor shall also provide and maintain all necessary flagmen, watchmen, barricades, and devices as required for the protection and safety of the work and to protect the public against personal injury and property damages. The Contractor will be responsible for any and all damages, injury, or loss resulting from his failure to provide such necessary protective precautions.

S-54 INJURIES AND DAMAGES TO PERSONS AND PROPERTY

- A. The Contractor shall be held solely responsible for all injuries to persons, and for all damage to the property of the Parish or others, caused by or resulting from the negligence of himself, his employees, or his agents, during or connected with the progress of the work, whether within the limits of the work or elsewhere, and whether under the contract proper or as extra work.
- B. The Contractor must protect and support all electrical lines, water, sewer and gas pipes or other conduits, buildings, walls, fences or other properties that are liable to be damaged during the execution of his work. He shall take all reasonable and proper precautions to protect persons, animals and vehicles of the public from injury, and shall erect and maintain a fence or railing around all excavation and place a sufficient number of warning lights about the work and keep them illuminated from twilight until sunrise. He shall employ watchmen, if required, as an additional security. The Contractor must, as far as practicable and consistent with good construction practice, permit access to private and public property and leave fire hydrants and catch basins and canals free from encumbrances. He must restore, at his own expense, all damaged property caused by any act of omission or commission on his part, or on the part of his agent, including sidewalks, driveways, streets, curbing, sodding, landscaping, pipes, conduits, sewers and other public or private property, to a condition as good as it was when he entered upon the work.
- C. In case of failure on the part of the Contractor to restore such property or make good such damage, the Parish may upon forty-eight (48) hours notice proceed to repair, rebuild or otherwise restore such property as may be deemed necessary, and the cost thereof, will be deducted from any monies due, or which may become due, the Contractor under this contract.
- D. The Contractor shall indemnify and save harmless the Parish from all suits and actions that may be brought against it by reasons or any injury, or alleged injury, to the person or property of another, resulting from negligence or carelessness in the execution of the work, or because of failure to properly light and guard the same, or on account of any act of commission or omission on the part of the Contractor, his representatives, his agents, or employees.
- E. There will be no direct payment for erection and maintenance of fencing or railing around excavations, placing and maintaining warning lights, providing watchmen, or supporting and protecting utilities as prescribed in (B) above.

S-55 NIGHT, WEEKEND OR HOLIDAY WORK

Night, weekend or holiday work will be permitted only in cases of emergency, and then only to such an extent as is absolutely necessary and with the written permission of the Engineer. In the event such work becomes necessary, no extra payment will be made.

S-56 SUSPENSION OF WORK

- A. The Engineer may order the Contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as he may determine to be appropriate due to the failure of the Contractor to correct conditions unsafe for the workmen or

the general public; for failure to carry out provisions of the contract; for unsuitable weather; or for any other condition or reason deemed to be in the public interest.

- B. No adjustment to the time of completion for the project will be made if the suspension, delay or interruption to the work is ordered due to the fault or negligence of the Contractor; however, if such suspension, delay or interruption is ordered for reasons other than the Contractor's negligence, the period of such suspension, to be determined by the Engineer, shall be added to the time specified for the completion of the work under this contract.
- C. If the work is suspended for any reason, all materials delivered at the work but not yet placed therein shall be neatly and safely stored so as not to constitute an obstruction and to protect them from damage.

S-57 INSPECTION AND ACCEPTANCE

- A. All work shall be subject to inspection and test by the Parish at all reasonable times and at all places prior to acceptance. Any such inspection and test is for the sole benefit of the Parish and shall not relieve the Contractor of the responsibility of providing quality control measures to assure that the work strictly complies with the contract requirements. Inspection or test shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance.
- B. The Contractor must promptly replace rejected material or correct any workmanship found by the Parish not to conform to the contract requirements. The Contractor shall promptly remove rejected material from the premises.
- C. If the Contractor does not promptly replace rejected material or correct rejected workmanship, the Parish may, by contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the Contractor; or, may terminate the Contractor's rights to proceed.
- D. The Contractor shall furnish promptly, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspection and test as may be required by the Engineer. All inspection and tests by the Engineer shall be performed in such manner as to not unnecessarily delay the work. Special, full size, and performance tests, shall be performed as described in this contract. The Parish reserves the right to charge to the Contractor any additional cost of inspection or test when material or workmanship is not ready at the time specified by the Contractor for inspection or test or when re-inspection or re-test is necessitated by prior rejection.
- E. Should it be considered necessary or advisable by the Parish at any time before acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the Contractor shall, on request, promptly furnish all necessary facilities, labor and material. If such work is found to be defective or nonconforming in any material respect, due to the fault of the Contractor or his subcontractors, all the expenses of such examination and of satisfactory reconstruction shall be for the Contractor's account. If, however, such work is found to meet the requirements of the contract, an equitable adjustment shall be made in the contract price to compensate the Contractor for the additional services involved

in such examination and reconstruction and if completion of the work has been delayed thereby, he shall be granted a suitable extension of time.

- F. Unless otherwise provided in this contract, acceptance by the Parish shall be made as promptly as practicable after completion and inspection of all work required by this contract. Acceptance shall be final, and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud or as regards to the Parish's rights under any warranty or guarantee.

S-58 PROJECT CLOSE-OUT

- A. When all work is complete in the opinion of the Contractor, Contractor shall request Pre-Final Inspection which shall be conducted by the Contractor and the Engineer and a punch-list developed.
- B. Contractor shall correct all deficiencies identified in the punch list with 10 days and bring construction into conformance with the plans and specifications.
- C. Engineer shall confirm proper discharge of punch list deficiencies and then schedule Final Inspection with the Contractor, Engineer, and the Parish.
- D. Prior to Final Inspection the following will be completed.
 - 1. Contractor shall deliver to the Engineer all construction records, certifications, as-built drawings, warranties, guarantees, O&M manuals and data for all equipment, recommended spares lists, and other documents in accordance with these Contract Documents.
 - 2. Contractor shall remove from the site all of his temporary structures, trailers, tools equipment, supplies, and unused or waste materials.
 - 3. Roads, fences, and other facilities damaged or deteriorated because of Contractor's operations shall be repaired to the satisfaction of the Engineer. All ground surfaces affected by Contractor's operations shall be restored by grading, raking, smoothing, and other necessary operations. The site shall be thoroughly cleaned and all rubbish, trash and debris removed.
 - 4. Parish issued hydrant meters shall be returned to the Parish for final reading after completion of the Contract.
- E. When activities described by C and D above are complete, Final Inspection shall be conducted. Upon satisfactory completion of Final Inspection, Parish will accept turnover of facilities and shall assume control of same.
- F. After all work is complete, any necessary changes in the Contract amount will be determined by the Engineer and the necessary adjustment, if any, will be incorporated into a final Change Order.
- G. Upon satisfactory completion of closeout activities, Contractor shall submit applications for Final Payment as provided in the General Conditions.

S-59 AS-BUILT DRAWINGS

- A. Throughout the course of construction, the Contractor shall maintain a clean and up-to-date set of red line drawings showing differences in as-designed and as-built conditions in sufficient detail that the Engineer can modify the original design drawings to reflect the as-built conditions.
- B. Engineer shall revise the original design drawings to reflect as-built conditions and clearly label the drawings "AS-BUILT" and shall provide to the Parish two full size bound sets on bond paper (24" x 36") and one electronic copy in native format and PDF. The "as-built" drawings shall show all construction, elevation, equipment, mechanical and electrical systems and connections as installed or built.
- C. The Contractor's responsibility under this clause will not be considered complete until red line drawings, prepared to the satisfaction of the Engineer, have been submitted.
- D. There will be no direct payment for furnishing the as-built drawings specified above.

S-60 SAFETY

- A. The Contractor shall take proper precautions to safeguard his work force and the Parish's facility during his work. Safety "tail gate" meetings shall be conducted daily prior to start of work.
- B. Contractor's activities shall at all times comply with the Occupational Safety and Health Act (OSHA) and all changes in effect at the time proposals are submitted. Particular attention shall be directed to safety regulations for excavations and confined space entry.
- C. At all times during the course of this contract, the contractor will be in compliance with all federal, state, and local health and safety requirements, will allow inspection of the worksite by the Parish's Safety Unit, and will conform to his written safety program.
- D. Employees observed to be habitually unsafe or who egregiously violate rules and regulations shall be immediately remove from the site.
- E. Engineer or Parish may direct removal of any employee from the site for safety reasons.

S-61 INSURANCE

A. SUBMITTAL:

The Contractor shall submit the required insurance certificates no later than 10 days after Notification of Award of the contract.

B. INSURANCE REQUIREMENTS:

The Contractor shall maintain, at his own expense, and in good standing, such insurance as will protect the Parish, it's officers, officials, employees, boards,

commissions, and volunteers, as well as the Contractor himself, and any subcontractors, from and against any and all claims for damages to public or private property or personal injury, including death, to employees or the public, which may arise from any operations under this contract or any of its subcontracts. The coverage shall contain no special limitations on the scope of protection afforded to the Parish. The Parish shall appear as an "Additional Insured" on all Commercial General Liability and Business Automobile Insurance. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Parish, it's officers, officials, employees, boards and commissions, and volunteers. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The Contractor, Subcontractor(s), and their insurers shall agree to waive all rights of subrogation against the Parish, it's officers, officials, employees, boards and commissions, and volunteers for losses arising from work performed by the Contractor for the Parish. Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Parish Attorney.

Insurance shall be placed with insurers with an A.M. Best's rating of A-V. The Contractor shall furnish the Parish with certificates of insurance affecting coverage required by this contract.

The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates of insurance are to be received and approved by the Parish Attorney before work commences. The Parish reserves the right to require complete, certified copies of all required insurance policies at any time.

The following are the types of insurance policies and the minimum limits of insurance coverage that shall be maintained by the Contractor during the entire term of the Contract:

- a) WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE, as will protect him from claims under Workers' Compensation Laws. The Workers' Compensation section of the policy shall afford Statutory Limits and be in accordance with all Louisiana Workers' Compensation Statutes. The Employers Liability limit shall not be less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee/policy limit for bodily injury by disease. Whenever any vessel or floating equipment is involved, the insurance shall afford coverage under the Federal Longshoremen's and Harbor Workers' Act, and shall also include protection for injuries and/or death to Masters and Members of the crews of vessels with statutory limits in accordance with the Jones Act.
- b) COMMERCIAL GENERAL LIABILITY INSURANCE, as will protect from claims for personal injury, occupational disease and sickness or death, property damage and environmental damage with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate, including Explosion, Collapse, and Underground Property Damage Hazards. The Products-Completed Operations aggregate limit

shall not be less than \$1,000,000 each occurrence. The general aggregate limit shall apply separately to this project.

- c) BUSINESS AUTOMOBILE INSURANCE, which shall cover liability arising out of any auto (including Owned, Hired, and Non-Owned autos). The limit of liability shall not be less than \$1,000,000 each accident for all injuries, property damage, and/or death resulting from any one occurrence.
- d) OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE, in the name of the Parish as Named Insured. The limits of liability shall be the same as specified in Paragraph (b) above, and shall include Explosion, Collapse and Underground Hazards.
- e) PROPERTY INSURANCE, required on all work except water drainage pipelines and reinforced concrete canals (however Contractor is not relieved of responsibility therefore).
 - 1. BUILDERS ALL-RISK INSURANCE (covering all perils including but not limited to Fire, Flood, Extended Coverage, Vandalism and Malicious Mischief) will be carried on a completed value or reporting form, for not less than 100% of the value of the work, including foundations.
 - 2. In addition, INSTALLATION FLOATER INSURANCE (on an "All Risks" form) will be carried on all machinery and equipment to be installed, whether furnished by the Parish or by Contractor, for not less than 100% of the installed value of the machinery and equipment. This insurance shall be written in the same Insurance Company carrying the Builder's Risk Insurance (where possible), shall include testing, and shall terminate only when installation has been accepted by the Parish. (NOTE: "ALL RISKS" Builder's Risk Insurance will be acceptable in lieu of Builder's Risk and installation Floater Insurance, and must meet the requirements of the Property Insurance above). The Builder's Risk and Installation Floater Policies required above shall include the name Parish, and will cover the interests of all sub-contractors without specifically naming them. If the insurance is written subject to a deductible clause, Contractor assumes responsibility for the amount of the deductible.

In addition, the Contractor shall be required to furnish to the Parish Attorney all copies of investigative reports with regard to any and all claims filed with the Contractor and his insurance carriers relative to the contract, with the exception of claims filed against his Workers' Compensation Insurance. Such reports shall include date, location, and description of loss as well as amounts of settlements or judgments in order that annual aggregate limits may be monitored by the Parish for the Contractor's compliance with these specifications.

The furnishing of insurance as provided above shall not relieve the Contractor of his responsibility for losses not covered by insurance. Prior to the signing of the contract, evidence of all such applicable insurance satisfactory to the Parish shall be filed with the Parish Attorney. All policies shall be with and by insurance companies authorized to do business in Louisiana and shall remain in full force and effect until the final completion of the work and acceptance thereof by the Parish.

The Contractor and/or his insurer shall notify the Parish Attorney at least thirty (30) days in advance of any insurance coverage to be canceled or of any insurance coverage that will expire. The Contractor shall simultaneously furnish the Parish evidence of new coverage to be effective the same day and hour of the expired or canceled coverage. In the event the Contractor fails to submit this evidence of new coverage five (5) days prior to cancellation date or expiration date of any policy or policies, the Parish will obtain the required coverage to become effective on date of cancellation or expiration of said policies. The cost of such new coverage shall be the expense of the Contractor and any expenditure incurred by the Parish for this coverage will be deducted from any balance due to the Contractor. Should the Parish be unable to secure new coverage to take the place of the expired or canceled policy or policies, a "stop work" order will be issued and all work on the contract shall cease on the same date and hour as the coverage ceases. Should the Contractor fail or refuse to secure coverage within five (5) days after the date of the "stop work" order, the Contractor shall be declared in default, and the contract between the parties shall be considered canceled and of no force or effect between the parties reserving all rights of the Parish against the Contractor and his Surety.

If this contract involves the handling or delivery of hazardous materials, the contractor shall ensure that he or any deliverer is at all times in compliance with the OSHA and EPA Standards that are most applicable to management of the potentially damaging substance. The contractor shall also ensure that manufacturer of the materials maintains product liability insurance for any commodity involved in this transaction which, if defective, could cause bodily injury and property damage. The vendor, any and all sub-contractors, and all insurers shall agree to waive all rights of subrogation in favor of the Parish as a condition of the required insurance.

S-62 INDEMNIFICATION

- A. To the fullest extent permitted by law, the Contractor shall indemnify, hold forever harmless and defend the Parish, its officers, agents, employees, representatives, and insurers from any and all claims, demands, suits, money judgments, costs and expenses, arising out of any accident, injury or damage to loss of property or personal injury during the performance of this contract, growing out of, resulting from or by reason of any act of omission by the Contractor, his agents, or employees.
- B. Contractor shall further indemnify and hold the Parish harmless from any an all claims and liens for labor, services or materials furnished to the Contractor in connection with the performance of this contract.
- C. Limitations by statute as to worker's compensation or any other benefits, payable by or on behalf of the Contractor, to any injured party shall not limit the Contractor's indemnification of the Parish under this agreement.

S-63 WORKERS' COMPENSATION AND UNEMPLOYMENT COVERAGE

A. WORKERS' COMPENSATION:

The Contractor expressly agrees and acknowledges that it is an "independent contractor" as defined in LSA-R.S.23:1021(6). That its employees shall not be considered employees of the Parish for workers' compensation coverage, and that

the Parish shall not be liable to the contractor or its employees for any workers' compensation benefits or coverage.

B. EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE:

Contractor herein expressly agrees and acknowledges that it is an "independent Contractor" as defined in LSA-R.S.23:1472(E), that neither the contractor nor any one employed by the Contractor shall be considered an employee of the Parish for the purpose of employment compensation coverage.

S-64 RIGHT TO AUDIT PROVISION

The Parish shall have the right to audit by its personnel or its authorized representative, at all reasonable times, any and all records pertaining to the administration of this contract by the Contractor, including its records of any subcontractor (s) employed on the contract. Such records shall be made and kept by the contractor in accordance with generally accepted accounting principles and practices. Records shall include, but are not limited to, accounting records, daily reports, correspondence and subcontract files (hard copies as well as computer readable data, if it can be made available). Records subject to audit shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to cost and/or change order requests associated with this contract. The Parish also reserves the right to interview employees, make photocopies, and inspect any and all records at a reasonable time for a minimum of three (3) years after completion of the project or formal acceptance by the Parish of the contract. Contractors shall be required to retain such files of the project as described herein for a minimum of three (3) years after completion of the project or formal acceptance of the contract by the Parish.

S-65 EQUAL EMPLOYMENT OPPORTUNITY

A. In all hiring, employment, or other activity made possible or resulting from this agreement, there shall not be any discrimination against any employee, or applicant for employment because of age, race, color, religion, handicaps, sex, or national origins, and where applicable, affirmative action will be taken to ensure that employees are treated during employment without regard to their age, race, color religion, handicaps, sex and national origin. This requirement shall apply to, but not be limited to, the following:

Employment, upgrading, demotion or transfer, recruitment and advertising, layoff or terminations, rates of pay or other forms of compensation, and selection for training, including internship and apprenticeship.

B. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, handicaps, sex or national origin.

S-66 LABOR STANDARDS

A. The minimum wages to be paid laborers and mechanics shall be the prevailing wages for corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work; said prevailing wages to be determined by

the Secretary of the U.S. Department of Labor. Certified Payrolls on Form WH-347 shall be submitted weekly.

- B. The successful bidder is to make available to the Parish, complete records in connection with payment of employees during the term of the job in order to permit the Internal Audit Division to check as to adherence to the wage scale presently in effect in accordance with U.S. Government standards.

S-67 DRUG FREE WORKPLACE POLICY

- A. It is the policy of the Parish that all workplaces and facilities be kept drug and alcohol free at all times.
- B. Contractor shall rigidly enforce this policy with zero tolerance.

END OF SPECIAL CONDITIONS

GENERAL CONDITIONS

**ST. JOHN THE BAPTIST PARISH
PROPOSED SEWER FORCE MAIN
THREE EXTENSIONS
ROBIN STREET. AREA & RIVER FOREST**

GENERAL CONDITIONS

G-1 AUTHORITY OF THE ENGINEER

The Parish will, in general, exercise its authority through its Agent, the Engineer. The Engineer will assign to the work such assistants in the way of engineers, inspectors and other employees as are necessary to the proper conduct of the work and the inspection of materials and workmanship. All explanations or directions necessary for carrying out and completing satisfactorily the different descriptions of work contemplated and provided for under the plans and specifications, will be given by the said engineers, and the Engineer will finally decide all matters of dispute between the engineers and the Contractor, involving the character of the work, its quantity, and the compensation therefore. All work under this contract, shall be done to satisfaction of the Engineer, who shall in all cases determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for hereunder and shall decide all questions which may arise as to the fulfillment of this contract on the part of the Contractors.

G-2 INCREASE OR DIMINUTION OF QUANTITIES

At any time or times, prior to the Engineer's making recommendation to the Parish that the contract be accepted as competed, he shall have the right to increase or diminish the quantities of the items of work to be done or materials to be furnished under this contract. The increase or diminution may be applied to any one item, or to any number of items in the Form of Proposal. Some items may be increased while others are diminished, new items of the same general character may be added, or any item or items may be eliminated entirely.

The total net dollar value of increase or diminution allowable in any contract under the terms of this paragraph shall not exceed ten per cent (10%) of the total amount of the contract, as bid on in the Form of Proposal, unless otherwise stated in the Special Specifications. It shall in no case exceed twenty per cent (20%) of the said total amount of the contract, except with the written consent of the Contractor.

It may be the intent of the Parish to expend a certain fixed sum, within close limits, on any contract. The right is reserved, therefore, to increase the extent of the work, if bids be lower than was anticipated or to decrease the extent of work if bids be high. Any increase of work under this clause will be of the same nature as that bid on. The increase or diminution mentioned in paragraph No. 21, is at the option of the Parish and is to be made for the best interests of the Parish. The increase or diminution addressed in this paragraph, on account of low or high bids, may be made in addition to the other, and independent of it.

G-3 CHANGES IN LOCATION, ETC.

The Parish reserves the right to change the locations of the structures to be built under this contract if for any reason the Engineer deems satisfactory, whether to avoid obstructions, to make better connection with other structures, or for any other reason tending toward greater economy or better construction. Should such changes in the location, alignment, grade, form or dimensions of any part of the work under the contract, be made by the Engineer, either before or after the commencement of the work, the Contractor shall have no claim against the Parish on account of such changes, but shall accept as full compensation the price bid for each unit of work which he is required to do regardless of whether or not the location of said unit of work shall be as shown in the plans upon which proposals are invited and compared, provided that such changes of location shall not involve any additional burden or hazard to the Contractor. The Contractor will be compensated for any such additional unavoidable burden or hazards in an amount to be negotiated by the Engineer.

G-4 ASSIGNMENT OR SUBLETTING OF CONTRACT

The contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the contract or contracts, or any portion thereof, or of his right title, or interest therein, without written consent of the Engineer. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization, work amounting to not less than fifty per cent (50%) of the total contract cost, except that any items designated in the contract as "specialty items" may be performed by subcontract and the cost of any such "specialty items" so performed by subcontract may be deducted from the total cost before computing the amount of work required to be performed by the contractor with his own organization. No subcontracts, or transfer of contract, shall release the contractor of his liability under the contract and bonds.

G-5 TRANSFERRING INTEREST IN CONTRACT

No interest in this contract shall be transferred by the party or parties to whom the contract is awarded, and no assignment of the same, shall be made without the consent of the Parish. Any transfer or assignment not approved in writing by the Parish shall be null and void, and the Parish can thereupon call upon the Contractor to complete his contract, call upon the bondsmen to take over and complete the contract, or cause the work to be given to other parties for completion, whichever may be in the best interest of the Parish.

G-6 FAILURE TO START, FAILURE TO COMPLETE

The date of starting, the rate of progress and the time for completion of the work to be done under this contract, are understood and agreed to be essential conditions of the contract. If the Contractor shall fail to start work with an adequate force and adequate equipment and materials at the time required and at the place ordered by the Engineer, he shall pay to the Parish liquidated damages in the sum named in the Special Specifications, for each consecutive calendar day of delay in starting.

If the Contractor shall not have completed his work or completed delivery of his materials within the time set in the Specials Specifications, he shall pay to the Parish liquidated damages in the sum named in the Special Specifications, for each consecutive calendar day that the work of the contract shall remain uncompleted beyond the time specified in the contract.

The Parish shall retain liquidated damages for failure to start or failure to complete from any money due or to become due the Contractor under the operations of this contract and shall have the right to withhold said money without being required formally to put the Contractor or his Surety in default. If the money due the Contractor and available in the hands of the Parish is not enough to cover the liquidated damages, the deficiency shall be supplied by his Surety. It is specifically understood and agreed that the said liquidated damages constitute compensation to the Parish for actual damage suffered and not an arbitrary penalty.

The Contractor shall not be charged with liquidated damages or any excess cost for delay in starting or completing work when said delay is due to causes beyond the control of the Contractor and without fault or negligence on his part. Excusable causes of delay include, but are not limited to, acts of God, acts of the public enemy, acts of the Parish, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or delays of subcontractors caused by such conditions. The relief of the Contractor from the charge of liquidated damages for delays due to said causes is contingent on his notifying the Parish in writing of the causes of the delay within seven (7) consecutive calendar days after the beginning of such delay. The Parish will then examine and evaluate the facts and the probable extent of the delay and will, within a reasonable time, inform the Contractor of its decision in the matter.

G-7 FAILURE TO MAKE PROGRESS, PARISH'S RIGHT TO TAKE OVER

If the work to be done under this contract shall be abandoned by the Contractor, or if at any time the Engineer shall be of the opinion that the performance of the contractor is being unnecessarily delayed, or that the Contractor is willfully violating any of the conditions of these specifications, or of this contract, or that he is executing the said conditions in bad faith, the Engineer will notify the Contractor in writing, to that effect. Within the five (5) consecutive calendar days following the delivery of such notice to the Contractor, no tools, material or machinery shall be removed from the site of the work or from their accustomed storage place. If the Contractor does not, within the said five (5) days, take such measures as will, in the judgment of the Engineer, ensure the satisfactory continuation and completion of the work, the Engineer may then, by and with the consent of the Parish, notify the Contractor to discontinue work on this contract, for either the whole contract or on some specified part or parts thereof, at the discretion of the Engineer. The Contractor shall immediately respect such notice and shall stop work and shall cease to have any right to possession of the ground, of the tools, machinery or materials upon the ground. The Engineer shall then have the power, under the direction of the Parish, to place such and so many persons as he may deem advisable, by contract or otherwise, to work at and complete the work above referred to, and to use such tools, machinery and materials as he may find on the site of the said work or to procure other

tools, machinery and materials as he may deem necessary to the proper carrying-on of the work, and to charge the expense of said labor, tools, machinery and materials to the Contractor. The expenses so charged shall be paid by the Parish out of any money then due, or that may later become due the Contractor under the terms of this contract. If the said expenses are greater than the sum that would have been payable to the Contractor under the terms of this contract if the said work had been completed by the Contractor, then the Contractor or this surety, shall promptly reimburse the Parish for the excess expense.

The Contractor shall be prompt in issuing orders for the purchase of any machinery, equipment, or other articles, which he is obligated to furnish under this contract and he shall notify the Engineer as soon as these orders have been issued. If, in the opinion of the Engineer, there is undue delay on the part of the Contractor in issuing purchase orders, the Engineer will notify the Contractor to that effect. If within ten (10) consecutive calendar days after the date of the Engineer's notice to the Contractor, the Engineer has not received satisfactory evidence of compliance therewith, the Engineer shall have the right to purchase for the Contractor's account, the said machinery, equipment or other articles and to have such work done which, in his opinion, may be necessary for the prompt and proper performance of this part of the Contractor's obligations under this contract. The Engineer shall pay for the said machinery, etc., and for the work done in connection therewith, out of any monies due or to become due the Contractor under this Contract, and the Parish shall not be held liable for any loss or damage claimed by the Contractor for materials purchased or work done under the provisions of this paragraph.

G-8 EXTENSION OF TIME

The Parish may, at its discretion, and for any cause which it may deem sufficient, extend the times set for starting and for completing this contract, either or both.

G-9 BONDSMEN WAIVE RIGHT TO SPECIAL NOTICE

It is distinctly understood and agreed that the bondsmen have familiarized themselves with the wording of this contract and that they waive the right of special notification of changes in the plan contemplated in this contract, of extensions of time, of decreased or increased work, of the cancellation of the contract, or of any other act or acts by the Parish or its authorized agents under the terms of this contract. Failure to notify bondsmen of changes shall in no way relieve the bondsmen from their obligation under the contract.

G-10 EXTRA WORK

When, for the proper prosecution of a contract, work becomes necessary which has not been provided for in any clause of the contract, the Engineer will issue an order, and the Contractor shall perform the work stated in the order. Such work, frequently called "Extra Work" may be paid for in any or all of the following ways as determined by the Engineer in each case:

(a) On A Unit Price Basis:

Such items of Extra Work that are covered by unit prices bid or fixed in the Contractor's proposal will be paid for at the said prices. Items of Extra Work that are not covered by unit prices bid or fixed in the proposal payment will be made at unit prices agreed on by the Engineer and the Contractor before the order is issued. These unit prices shall be written into the contract as unit prices for added items and these prices shall apply to similar items in any subsequent Extra Work. Payments will be made and retainers withheld on these added items the same as on the items bid on in the original proposal.

(b) On A Lump Sum Basis:

A lump sum price for the whole proposed piece of Extra Work will be agreed on by the Engineer and the Contractor before the order is issued. This lump sum price shall be written into the contract as a price for an added item. Payments will be made and retainers withheld on such added items the same as on the items bid on in the original proposal.

(c) On A Force Account:

This method of payment is to be used only where it is impracticable to use either method (a) or method (b). The Contractor will be paid for all general foremen, foremen, labor, teams and trucks actually engaged on such specific work for the time actually so employed at the rates actually paid, but not exceeding the rates paid similar workmen on similar work on the remainder of the contract and for all materials and insurance involved in the Extra Work at the actual cost thereof. For the use of power equipment and machinery he will be paid a reasonable rental, calculated on daily, weekly, or monthly rental rates, whichever is the lesser. Rates shall include the cost of fuel, lubricants, etc., to be determined in advance by agreement between the Engineer and the Contractor.

In addition to the above stated payment for labor, materials, insurance and equipment rental, the Contractor will be paid a fee for his superintendence, general expense, and profit. This fee paid to the Contractor shall be understood to reimburse him for any sub-contractor's general expense and profit which the Contractor may allow to one or more sub-contractors, if any such "force account" extra work is done under sub-contract. This fee shall be twenty (20) per cent of the cost of the labor, materials, insurance, and equipment rental incurred in doing the Extra Work. Payment for Extra Work done on this basis will be made month by month as the bills are rendered by the Contractor for the work done during each calendar month. Payment will be complete and no retainer will be withheld. Where Extra Work is to be done by force account the Engineer shall have the right to appoint a timekeeper to represent the Parish and the Contractor shall furnish this timekeeper all facilities for obtaining a correct record of the time and the rates of the men and the equipment employed.

G-11 LABORATORY INSPECTION

If the Engineer shall require laboratory inspection or testing of any of the materials entering into the work being done under this contract, the Parish will designate a laboratory of recognized standing for this purpose. The laboratory so designated will render bills for the inspection and the testing direct to the Parish. The Contractor will not bear any part of the cost of the inspection and testing service, except that he must furnish, free of charge, the samples of materials required by the laboratory for the tests.

G-12 DRAWINGS AND SPECIFICATIONS

The Contractor will be furnished with a set of drawings showing the details and dimensions necessary to carry out the work. Dimensions given in figures shall have preference over the scale and the Contractor shall verify these figures. The plans of the work and a copy of these specifications shall be kept constantly at the worksite by the Contractor or his authorized foreman. No deviation from the drawings will be allowed without the written direction of the Engineer. The drawings and specifications are intended to be explanatory of each other but should any discrepancy appear or dispute arise as to the true meanings of the drawings and specifications in any point, the decision of the Engineer shall be final. The plans and drawings furnished prospective bidders are intended to give a closely approximated idea of the proposed works, but are subject to such revision as the Engineer may deem necessary.

The plans and specifications are intended to show the materials and methods to be used to complete the contract thoroughly and well but it is not intended that every detail of construction shall be shown. The Parish is not responsible for the lack of any detail the Contractor may require, nor for failure to provide in advance for any special construction which may be found necessary as the work progresses. Plans showing such details or special construction will be made and furnished the Contractor as the occasion arises. No extra compensation above that for the additional quantity of the items involved will be allowed the Contractor, unless it can be clearly shown that such special construction is beyond the scope and intent of the original plans and specifications. The Engineer shall have full power to decide as to the proper compensation for such work. The Engineer shall have the right to correct any clerical, mathematical, or minor errors or omissions in the contract, specifications or drawings, when such correction is necessary for the proper fulfillment of the contract. The Contractor does not warrant the plans and specifications to be in compliance with applicable laws, ordinances, regulations or building requirements or to be sufficient to perform the work required under this contract.

G-13 INSPECTION BY ENGINEER

The Engineer shall have the right of access, at all times, to all work being constructed for this contract and to measure, inspect, and test all work or material, either at the shops where it is made or on the ground. The Contractor shall provide safe and reasonable facilities therefore and prepare such customary samples as may be required.

G-14 DEFECTIVE WORK

The inspection of the work at any time shall not relieve the Contractor of any of his obligations to fulfill his contract as herein described. Any defective work shall be made good and any unsuitable materials may be rejected, notwithstanding that such work and material have been previously overlooked by the Engineer and accepted or estimated for payment.

G-15 QUALITY OF WORK

All material and work, whether the quantity, dimensions and quality, are shown on the plans or fully specified in the specifications or not, are to be furnished in sufficient quantity and of sufficient dimensions for the proper execution of the work, and the quality and workmanship are to be the best throughout.

G-16 REJECTED MATERIAL

The Engineer shall have the power to condemn any material or work which he considers is not in accordance with the plans or specifications. The Contractor shall immediately remove such rejected material from the work site and not offer it again for inspection.

G-17 PATENTED ARTICLES AND ALTERNATES

In any case under these specifications where articles are specified as of a stated manufacture, or equal, or where in describing any stated item a patented process or device is included, the Parish shall have the right to accept other devices and processes which accomplish the same objects with equally good results and which are of equal durability and value. If articles, products, or processes are to be offered as "equal" to those specifically mentioned, they shall be presented for consideration and approval by the Engineer within two (2) weeks after the award of the contract and the decision of the Engineer shall be final.

G-18 RESPONSIBILITY OF CONTRACTOR

The Contractor shall furnish all transportation, scaffolding, bracing, apparatus, ways, works, machinery, paint and appliances requisite for the proper construction of his work under this contract. He shall cover or otherwise protect his work from loss or damage until the final acceptance of the contract, and shall repair promptly any injury done to it. All such loss or damage or injury is entirely his responsibility, whether the said work be completed or uncompleted, including any loss or damage to property of the Contractor or to materials in his possession, whether furnished by himself or by the Parish.

He is responsible to the Parish for damage caused by settlement of the ground due to his work caused by improper, illegal or negligent conduct of himself, his employees or his sub-contractors or by the improper use of any scaffolding, bracing, or apparatus, whether such damage is done to persons or to property, including buildings in or near which his work is being done, whether the property be privately or publicly owned. He shall save

harmless the Parish from all claims relating to labor and material furnished for the work, or to inventions, patents and patent rights for articles and methods used in the work or in doing the work.

G-19 OFFICE AND RESIDENCE OF CONTRACTOR

Contractor shall maintain an office in Louisiana during the full terms of his responsibility under this contract, where mail can be received and notices served and received by the Contractor or his authorized agent. Communications forwarded by the United States mail are to be considered as having been delivered and received. The Contractor, or his authorized agent, shall keep the Parish advised of his place of residence and mail, addressed to the said residence, or notice delivered at the same said residence, shall have the same effect and force as if delivered at the office of the Contractor.

G-20 SUPERVISION BY CONTRACTOR

The Contractor shall give his personal supervision to the faithful prosecution of the work and shall keep it under his personal control. In his absence, he shall have a competent, English speaking, representative or foreman on the work, who shall follow, without delay, all instructions of the Engineer or his assistants in connection with this contract, and shall have full authority to supply equipment, material and labor immediately.

G-21 RESPONSIBILITY FOR DAMAGES

The Contractor shall be responsible for any damage or loss of material during the progress of the work, until its final acceptance; he shall also be responsible for any damage by fire or the elements up to the time of the acceptance of the contract.

G-22 CONTRACTOR'S NEGLIGENCE

When the Contractor has been notified in writing by the Engineer of any requirements or precautions neglected or omitted or any work improperly constructed, he shall attend to them at such times as directed. If he fails to do so, the Engineer may perform such work at the Contractor's expense and deduct the cost thereof from any amounts due, or to become due, the Contractor.

G-23 COOPERATION WITH OTHER CONTRACTORS

Contractor shall cooperate with other Contractors having contracts adjoining his own and give them necessary facilities in building and completing the work at the junctions of the contracts, to such an extent as to avoid any undue burden on either Contractor.

G-24 LINES, GRADES, ETC.

The Engineer will give all the necessary lines, levels, grades, etc., for the guidance of the Contractor, and the Contractor shall be responsible for the conformity of the work thereto. The Contractor shall provide suitable stakes and forms and shall render such assistance to the Engineer, at his own expense, as may be necessary to establish lines and grades

for the guidance of his work, and shall carefully preserve the points so established at all times. Work done without lines, levels, and instructions having been given by the Engineer, or done during the absence of an inspector, will not be paid.

G-25 COMPETENT, ORDERLY WORKMEN REQUIRED

Only competent men shall be employed on the work. If the Engineer shall notify the Contractor that any person on the work is incompetent, unfaithful, or disorderly, or that he is abusive or threatening to inspectors, engineers, etc., such person shall be removed from the work at once.

G-26 NIGHT OR SUNDAY WORK

No night or Sunday work will be permitted except in cases of emergency, and then only to such an extent as is absolutely necessary and only with the written permission of the Engineer.

G-27 POLICE AND HEALTH REGULATIONS

The Contractor shall comply with all police and health regulations of the City and State.

G-28 SIGNS, LIGHTS, WATCHMEN

Wherever the Contractor's excavations are open, he shall keep conspicuously posted a sign bearing the words "Caution OPEN EXCAVATION" and the name, address, and emergency phone number of the Contractor plain letters legible 100 feet away. The Contractor shall place sufficient lights on or near the work and keep them burning from twilight to sunrise. He shall erect a suitable railing or protection about all open trenches and other dangerous places and provide on the work, day or night, all watchmen and flagmen necessary for the safety of the public.

G-29 CLEARING SITE

The Contractor shall, at his own expense, clear away brush, weeds or other surface obstructions along the line of work, sufficiently for its proper prosecution and to afford facilities for staking out the work and inspecting it.

G-30 WORK STRUCTURES

The Contractor may build such sheds, storehouses, shops, etc., as may be necessary, provided such structures do not interfere with the reasonable public use of the streets or sidewalks. The location and construction of these are subject to the approval of the Engineer.

G-31 SANITARY ARRANGEMENTS

Contractor shall provide necessary sanitary conveniences for the use of the laborers on the work. Sanitary Facilities shall be positioned by the Contractor wherever needed, secluded from public observation, and maintained in a proper sanitary condition in

accordance with the regulations of the State and Parish and according to the directions of the Engineer.

G-32 CLEANING UP

On or before completion of the work and prior to final acceptance, the Contractor shall carefully and thoroughly clean up all work executed by him, tear down and remove all temporary structures built by him, and shall remove all rubbish of any kind from any of the ground which he has occupied and leave all surfaces he has occupied or influenced in good order.

G-33 MONTHLY PAYMENTS TO CONTRACTOR

The Parish or it's agent(s) shall not be liable to pay any money to the Contractor except as provided in these specifications. Upon making the last payment under this Contract, the Parish and it's agent(s) shall be released from all claims or liability to the Contractor for anything done or unfinished relating to the work of this contractor or for any act or neglect of the Parish, relating to or affecting the work of the contract, except for claims against the Parish for any remainder of the amounts retained as provided in these specifications.

The Contractor shall accept payment for the quantities of work actually performed, at the prices bid in his proposal, plus whatever payments for extra work may be approved and less any deductions provided for in the contract, as full compensation for furnishing all the labor, materials, tools, equipment, etc., needed to complete the whole work of the contract, well and faithfully done, in accordance with the drawings and specifications, and meeting the requirements of the Engineer. Payment is full compensation for all loss, damages or risks of every description, connected with or resulting from the nature of the work, or from any obstructions or difficulties encountered, of any sort or nature whatsoever, or from the action of the elements and is fully inclusive of all expenses in consequence of the suspension or discontinuance of the work as provided for in the contract.

On or about the last day of each calendar month during construction, the Parish's Engineer will estimate the total amount to date of the work done and acceptable according to the specifications, and the value of that work at the prices bid or fixed in the contract, including such extra work as may have been approved and completed according to the provisions of sections (a) and (b) of paragraph No. 31, above. In the Special Specifications for each contract, there is designated a percentage of the value of the work done which will be retained by the Parish as is specified below in paragraph No. 60. The said percentage will be deducted from the amount earned. The remainder of the amount earned, less all legal deductions and all previous payments, will be paid to the Contractor not later than the fifteenth (15th) day of the next following calendar month.

G-34 ADVANCES FOR MATERIALS DELIVERED

If it is so provided in the Special Specifications, the Parish will make allowances for materials delivered but not yet used as is set forth below:

On or about the last day of each calendar month, during construction, the Engineer will estimate the quantities of the several materials actually delivered to the site of the work, and as yet unused. The Parish will advance to the Contractor in the monthly estimate, an amount equal to Ninety (90) per cent of their value, as represented by invoices verified by the Engineer. Each monthly advance on materials delivered, will in the next monthly estimate, be treated as a part of the amount already paid, and will be deducted from the amount then due on the contract.

G-35 COMPLETION OF CONTRACT AND FINAL PAYMENT

When the contract has been completed and tendered for acceptance, the Engineer will have it carefully inspected for defects and re-measured to verify the quantities. If no defects are discovered, or when any defects found to exist have been repaired by the Contractor at his own expense, so that all the structures built by him, under this contract, and all surfaces disturbed by the work of this contract are in acceptable condition, the Engineer will recommend that the contract be accepted by the Parish.

G-36 FINAL PAYMENT AND LIEN PERIOD

The percentage of the value of the work done, as specified in the special specifications, will be withheld by the Parish for a period of not less than forty-five (45) consecutive calendar days after the contract has been accepted by the Parish, and such acceptance has been recorded in the Office of the Recorder of Mortgages for the St. John the Baptist Parish. At the end of the forty-five (45) day period, the percentage withheld by the Parish, will be paid to the Contractor, less any sums that may be legally deducted under any provisions of this contract, upon the Contractor furnishing the Parish with a certificate from the Recorder of Mortgages for the Parish of St. John the Baptist, certifying that the contract is clear of all liens and encumbrances.

G-37 MAINTENANCE PERIOD

The maintenance period under this contract, except as otherwise specifically provided for herein, shall be for a period of One (1) year beginning from the day after the contract has been accepted by the Parish. During the maintenance period the Contractor will repair to the satisfaction of the Engineer and at his own expense, all defects in the work that may arise. The Contractor shall restore all surfaces disturbed by his activities. If the Contractor should fail or refuse to repair any defects in structures or surfaces caused by his activities or to adjust satisfactorily any claims for damages to public or private property, the Parish shall have the right to make the necessary repairs and to satisfy the

claims for damages by such means as the Parish shall elect. Contractor and his surety shall be liable to the Parish for reimbursement of any and all funds so expended.

G-38 UNSATISFACTORY WORK

The Contractor shall re-execute any work that fails to conform to the requirements of the contract and any defective work that appears during the progress of the work. The provisions of this paragraph apply to work done by direct employees of the Contractor and by subcontractors as well.

G-39 RIGHT TO MODIFY PREVIOUS ESTIMATES

It is expressly understood and agreed that until the final payment on this contract has been made, the Parish shall not be precluded or stopped by any estimate previously made or given by any engineer, inspector, or other officer, agent, or appointee of the Parish, from ascertaining and showing the true and correct amount and character of the work which shall have been done, and the materials which shall have been furnished by the Contractor under this contract. The Parish shall not be precluded or stopped from correcting any errors or omissions in any previous estimates, returns, or certificates. Any money due or to become due the Contractor under this contract, may be retained by the Parish to make correction of such errors or omissions and if said money shall be insufficient, the Surety shall make the amount good.

G-40 WAIVER OF JURISDICTION

The Contractor and his Surety will consent and yield to the jurisdiction of the Civil District Court of St. John the Baptist Parish, State of Louisiana and will formally waive any plea of lack of jurisdiction on account of their residence or domicile elsewhere, in the event of suit under the Contract or Bond.

END OF GENERAL CONDITIONS