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**SPECIFICATIONS AND CONTRACT DOCUMENTS**

*For*

**PORT OF SOUTH LOUISIANA  
APS DITCH ENCLOSURE**

*Prepared For*



**Port of South Louisiana**

12/18/24

*By*

**Shread-Kuyrkendall and Associates, Incorporated**

**NOVEMBER 2024**

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SECTION 00000

BID PROPOSAL

***Port of South Louisiana, LA  
1720 Highway 44  
Reserve, LA 70084  
Building***

**APS DITCH ENCLOSURE**

***Project Description:***

The proposed project consists of the conversion of an existing open channel ditch to a subsurface drainage system. The subsurface drainage system will consist of concrete catch basins and reinforced concrete pipes. The project will require drainage work, grading, and sidewalk work. Alternate 1 will require base and asphalt work in addition to drainage and grading work.

***Pre-Bid Conference***

A Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding and Contract Documents will be held on, March 14, 2025, at 11:00 a.m. at the Port of South Louisiana – Administrative Building, 1720 Louisiana Highway 44, Reserve, LA 70084. It is highly recommended that potential bidders attend.

***Bid Opening***

Sealed Bids must be received by the Port of South Louisiana, 1720 Louisiana Highway 44 Reserve, Louisiana 70084, either by hand delivery or electronically at [www.centralbidding.com](http://www.centralbidding.com), no later than 11:00 a.m. local time, the 31<sup>st</sup> day of March, 2025. Promptly thereafter, the bids will be publicly opened and read aloud at the Port of South Louisiana, 1720 Highway 44, Reserve, Louisiana 70084.

SECTION 00001

BIDDERS'S EXPERIENCE LIST

Bidder's Experience List

The following are contacts similar to this project which the Contractor has performed within the past five (5) years:

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Subcontractor's List

The following are Subcontractors to be employed by the Contractor:

Name:

Description of Work:

<u>Name:</u>	<u>Description of Work:</u>
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<hr/>	<hr/>
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Manufacturer's List

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SECTION 00002

ADVERTISEMENT FOR BIDS

The Port of South Louisiana Executive Airport Regional Airport (KAPS), Parish of Saint John the Baptist, hereby advertises for sealed and electronic bids for **APS Ditch Enclosure** located at 355 Airport Road in Reserve, LA:

Contract Owner: Port of South Louisiana

Contract Name: APS Ditch Enclosure  
Port of South Louisiana Executive Regional Airport (KAPS)

Principal Work Location: The Contract Work will be located at 355 Airport Road, Reserve, Louisiana.

Description of Basic Work: The proposed project consists of the conversion of an existing open channel ditch to a subsurface drainage system. The subsurface drainage system will consist of concrete catch basins and reinforced concrete pipes. The project will require drainage work, grading, and sidewalk work. Alternate 1 will require base and asphalt work in addition to drainage and grading work.

Bids: Sealed Bids must be received by the Port of South Louisiana, 1720 Louisiana Highway 44 Reserve, Louisiana 70084, either by hand delivery or electronically at [www.centralbidding.com](http://www.centralbidding.com), no later than 11:00 a.m. local time, the 31<sup>st</sup> day of March, 2025. As a minimum, "ATTN: Paul Matthews, Executive Director, Sealed Bid for APS Ditch Enclosure, Contractor's License Number and the Contractor's Name should be printed outside of the sealed bid. Promptly thereafter, the bids will be publicly opened and read aloud at the Port of South Louisiana, 1720 Highway 44, Reserve, Louisiana 70084. The Owner reserves the right to reject any and all Bids, for just cause in accordance with LSA RS 38:2214B.

Pre-Bid Conference: A Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding and Contract Documents will be held on Friday, March 14, 2025, 11:00 a.m. at the Port of South Louisiana – Administrative Building, 1720 Louisiana Highway 44, Reserve, LA 70084. It is highly recommended that potential bidders attend.

All bidders must be licensed in the State of Louisiana under the classification of "Highway Street and Bridge Construction".

INFORMATION FOR BIDDERS, BID FORM, FORM OF CONTRACT, PLANS, SPECIFICATIONS, AND BID BOND, PERFORMANCE BOND, PAYMENT BOND, AND OTHER CONTRACT DOCUMENTS MAY BE EXAMINED AT THE FOLLOWING LOCATIONS:

Copies of the CONTRACT DOCUMENTS may be viewed at the office of the Port of South Louisiana, 1720 Highway 44, Reserve, LA or at [www.centralbidding.com](http://www.centralbidding.com). Copies of the Contract

Documents may be obtained at the office of Shread-Kuyrkendall and Associates, Inc. located at 13016 Justice Avenue, Baton Rouge, Louisiana 70816, upon payment of \$300.00 for each set.

Any BONA FIDE BIDDER, upon returning the first set of CONTRACT DOCUMENTS promptly and in good condition within ten (10) calendar days after the BID OPENING will be fully refunded in accordance with current state law. Sets in good condition shall be free of markings from pencils or highlighters and shall not be missing sheets.

Each BIDDER must deposit with the BID, BID SECURITY in the amount of five (5) percent of the BID AMOUNT. BID SECURITY shall be in the form of a certified check, cashier's check (no copies) or a BID BOND.

A CONTRACT resulting from the requested BIDS shall be accompanied by a PERFORMANCE BOND and a PAYMENT BOND, each in the amount of one hundred percent (100%) of the CONTRACT and must be in a form acceptable to the OWNER'S attorney. SURETIES used for obtaining BONDS must appear as acceptable on U.S. Dept. of Treasury Circular 570.

BIDS must be submitted on the blank forms furnished with the CONTRACT DOCUMENTS. Each BID shall have attached a BID BOND with an accompanying duly authorized POWER OF ATTORNEY as provided for in the CONTRACT DOCUMENTS. Only the BIDS of contractors and/or subcontractors licensed under Act 113 of the 1964 Louisiana Legislature will be considered. Contractors desiring to BID shall submit to the ENGINEER evidence that they hold a license of proper classification and in full force and effect.

In accordance with La R.S. 38:2212 B.(5), "Written evidence of the authority of the person signing the bid for public works shall be submitted at the time of bidding. The authority of the signature of the person submitting the bid shall be deemed sufficient and acceptable if any of the following conditions are met:

- (a) The signature on the bid is that of any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the bid is that of any member of a partnership, limited liability company, limited liability partnership, or other legal entity listed in the most current business records on file with the secretary of state.
- (b) The signature on the bid is that of an authorized representative as documented by the legal entity certifying the authority of the person.
- (c) The legal entity has filed in the appropriate records of the secretary of state of this state, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts. Such document on file with the secretary of state shall remain in effect and shall be binding upon the principal until specifically rescinded and canceled from the records of the office."

The award of the contract, if awarded, will be made to the lowest responsive and responsible bidder, whose bid complies with all the requirements prescribed, within forty-five (45) consecutive calendar days after the actual date of opening thereof.

The Owner and the lowest responsive and responsible bidder may, by mutual agreement, extend the award by one or more thirty (30) calendar day extensions.

The contract will be awarded to the lowest responsive and responsible bidder without discrimination on grounds of race, color, sex or national origin. Disadvantaged businesses will be afforded full opportunity to submit bids.

All employees must have U.S. Citizenship or legal authorization to Work in the United States (E-verify).

A Notice to Proceed will be issued for the Project. All work is to commence within seven (7) consecutive calendar days after the issuance of the Notice to Proceed.

The Work shall be substantially completed within one hundred and twenty (120) calendar days – included in Agreement, Section 00013 and in Information for Bidders, Section 00003.

Liquidated damages shall be assessed for every day beyond the date of completion as established in Agreement, Section 00013.

Date of First Advertisement

February 26, 2025

OWNER

BY: Paul Matthews

TITLE: Executive Director

Advertisement to be published:

2/26/25

3/5/25

3/12/25

SECTION 00003

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids:

Bids: Sealed Bids must be received by the Port of South Louisiana, 1720 Louisiana Highway 44 Reserve, Louisiana 70084, either by hand delivery or electronically at [www.centralbidding.com](http://www.centralbidding.com) no later than 11:00 a.m. local time, the 31<sup>st</sup> day of March, 2025 . As a minimum, “ATTN: Paul Matthews, Executive Director, Sealed Bid for APS Ditch Enclosure, Contractor's License Number and the Contractor’s Name should be printed outside of the sealed bid. Promptly thereafter, the bids will be publicly opened and read aloud at the Port of South Louisiana, 1720 Highway 44, Reserve, Louisiana 70084. The Owner reserves the right to reject any and all Bids, for just cause in accordance with LSA RS 38:2214B.

Any BID may be withdrawn prior to the above scheduled time for the BID OPENING or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID after the actual date of the opening unless pursuant to LA R.S. 38:2214C. Should there be reasons why the CONTRACT cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

2. Preparation of Bid:

Each sealed bid shall state “Bid for APS Ditch Enclosure” and the Bidder’s name and Contractor’s license number. Sealed Bids must be received by the Port of South Louisiana, 1720 Louisiana Highway 44 Reserve, Louisiana 70084, either by hand delivery or electronically at [www.centralbidding.com](http://www.centralbidding.com).

All blank spaces for BID PRICES must be filled in, in ink or typewritten, and the BID FORM and the certifications must be fully completed and executed when submitted. Only one copy of the BID FORM is required.

If applicable, the OWNER shall provide to BIDDERS, prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve the CONTRACTOR from fulfilling any of the conditions of the CONTRACT.

3. Method of Bidding:

The OWNER invites the following BIDS:



Base Bid - - APS Ditch Enclosure,  
Additive Alternate No.1 - - Additional section of subsurface drainage

The BIDDER must complete all parts of Section 00005, BID FORM, in conformance with the instructions in the CONTRACT DOCUMENTS.

A conditional or qualified BID will not be accepted.

4. Qualifications of Bidders:

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID under La R.S. 38:2212X if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the AGREEMENT and to complete the WORK contemplated therein. All bidders must be licensed in the State of Louisiana under the classification of "Highway, Street and Bridge Construction".

5. Bid Submission Requirements

5.1 Bids shall include the BID FORM, including the Unit Price Form, and BID BOND or other BID SECURITY.

5.2 Each Bidder shall submit written evidence of the authority of the person signing the bid in accordance with La. R.S. 38:2212B(5).

5.3 The apparent low bidder shall submit the following to the ENGINEER within 10 days after the opening of bids to Shread-Kuyrkendall and Associates, Inc. located at 13016 Justice Avenue, Baton Rouge, Louisiana 70816:

5.3.1 In accordance with La. R.S. 38:2227 and La. R.S. 38:2212.10, the completed Attestation Clause (Past Criminal Convictions of Bidders and Verification of Employees) form found within this bid package.

5.3.2 In accordance with La. R.S. 38:2224, the completed Non-Collusion Affidavit form found in this bid package.

6. Bid Security:

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID PRICES have been compared, the OWNER will return the BONDS of all except the three (3) lowest responsible BIDDERS. When the AGREEMENT is executed, the BONDS of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the PAYMENT

BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned. A certified check or cashier's check may be used in lieu of a BID BOND.

7. Time of Completion and Liquidated Damages:

BIDDER shall agree to commence WORK on or before a date to be specified in the written NOTICE TO PROCEED of the OWNER and to fully complete the PROJECT within the 120 calendar days thereafter. BIDDER shall agree to pay as liquidated damages the sum specified in Section 00013, AGREEMENT, for each consecutive calendar day thereafter as hereinafter provided in the GENERAL CONDITIONS.

8. Conditions of Work:

Each bidder must inform him/herself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all materials and labor necessary to carry out the provisions of his/her contract. Insofar as possible the contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

Inspection trips for prospective BIDDERS are to be arranged through the office of the Engineer.

The Engineer is Shread-Kuyrkendall and Associates, Inc. located at 13016 Justice Avenue, Baton Rouge, Louisiana 70816

9. Project Requirements:

The party to whom the CONTRACT is awarded will be required to execute the AGREEMENT and obtain the PERFORMANCE BOND and PAYMENT BOND within fourteen (14) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER.

The NOTICE OF AWARD shall be accompanied by the necessary AGREEMENT and BOND forms. In case of failure of the BIDDER to execute the AGREEMENT, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the BID shall become the property of the OWNER.

The OWNER, within fourteen (14) calendar days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and AGREEMENT signed by the party to whom the AGREEMENT was awarded, shall sign the AGREEMENT and return to such party an executed duplicate of the AGREEMENT.

The NOTICE TO PROCEED shall be issued within fourteen (14) calendar days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.

10. Addenda and Interpretation:

No interpretation of the meaning of the PLANS, SPECIFICATIONS, or other PRE-BID DOCUMENTS will be made to any BIDDER orally.

Every request for such interpretations should be in writing addressed to Shread-Kuyrkendall and Associates, Inc. located at 13016 Justice Avenue, Baton Rouge, Louisiana 70816 and to be given consideration must be received at least seven (7) days prior to the date fixed for the BID OPENING, excluding Saturdays, Sundays, and any other legal holidays. Any and all such interpretations and any supplemental instructions will be given in the form of written ADDENDA to the BIDDING DOCUMENTS which, if issued, shall be sent by certified mail with return receipt requested and will also be sent either by fax transmission, email, or other electronic means or hand delivered to all prospective BIDDERS (at the addresses furnished for such purposes), not later than three (3) days prior to the date fixed for the BID OPENING, excluding Saturdays, Sundays, and any other legal holidays. Failure of any BIDDER to receive any such ADDENDUM or interpretation shall not relieve such BIDDER from any obligation under his/her BID as submitted. All ADDENDA so issued shall become part of the CONTRACT DOCUMENTS.

11. Security for Faithful Performance:

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of one hundred percent (100%) of the CONTRACT PRICE, with a corporate SURETY approved by the OWNER, will be required for the faithful performance of the CONTRACT. Only those surety companies authorized under La. R.S. 38:2219 will be accepted. The agent selling the BOND must be currently licensed to do business in Louisiana. This will be verified by the OWNER.

12. Power of Attorney:

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must submit with each BOND a copy of their POWER OF ATTORNEY.

13. Notice of Special Conditions:

Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

- a. Construction Safety Plan

14. Laws and Regulations:

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the CONTRACT throughout, and they will be deemed to be included in the CONTRACT the same as though herein written out in full.

15. Obligation of Bidder:

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID SCHEDULE by examination of the site and a review of the DRAWINGS and SPECIFICATIONS, including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

16. Pre-Bid Conference:

A Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding and Contract Documents will be held on, 14th, day of March, 2025, at 11:00 a.m. at the Port of South Louisiana – Administrative Building, 1720 Louisiana Highway 44, Reserve, LA 70084. It is highly recommended that potential bidders attend.

17. Federal Participation Disclosure:

N/A

END OF SECTION

## SECTION 00004

### BONDING AND INSURANCE REQUIREMENTS

1. This attachment sets forth bonding and insurance requirements for grants. No other bonding and insurance requirements shall be imposed other than those normally required by the grantee.
2. Except as otherwise required by law, a grant that requires the contracting (or subcontracting) for construction of facility improvements shall provide for the grantee to follow its own requirements relating to bid guarantees, performance bonds, and payment bonds unless the construction contract or subcontract exceeds \$150,000. For those contracts or subcontracts exceeding \$150,000, the State may accept the bonding policy and requirements of the grantee provided the State has made a determination that the State's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:
  - (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
  - (b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
  - (c) A payment bond on the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment is required by law of all persons supplying labor and materials in the execution of the work provided for in the contract.
3. Where the Federal Government guarantees or insures the repayment of money borrowed by the grantee, the State, at its discretion, may require adequate bonding and insurance if the bonding and insurance requirements of the grantee are not deemed adequate to protect the interest of the Federal Government.
4. Where bonds are required in the situations described above, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties (31 CFR 223).

SECTION 00005

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: Port of South Louisiana  
1720 Highway 44  
Reserve, LA 70084

BID FOR: APS Ditch Enclosure  
Port of South Louisiana  
St. John the Baptist Parish, Louisiana

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Shread-Kuyrkendall & Associates, Inc. and dated : November 2024.

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

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

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

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

**Alternate No. 1** (Additional section of subsurface drainage added to the base bid) for the lump sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

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

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

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

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**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:** \_\_\_\_\_

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

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

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

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

**TO:** Port of South Louisiana  
1720 Highway 44  
Reserve La 70084

**BID FOR:** APS Ditch Enclosure  
Port of South Louisiana  
St. John the Baptist Parish, Louisiana

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

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <b>REMOVAL OF STRUCTURES AND OBSTRUCTIONS</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
202-01-00100	1	LUMP		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <b>REMOVAL OF CONCRETE WALKS AND DRIVES</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
202-02-06100	40	SQYD		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <b>REMOVAL OF PIPE</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
202-02-32100	72	LNFT		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <b>EMBANKMENT</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
203-03-00100	1000	CUYD		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <b>CLEANING EXISTING DITCHES</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
203-10-00100	250	LNFT		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <b>TEMPORARY HAY BALES</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
204-02-00100	10	EACH		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <b>TEMPORARY SEDIMENT CHECK DAMS (HAY)</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
204-05-00100	5	EACH		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <b>TEMPORARY SEDIMENT CHECK DAMS (STONE)</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
204-05-00200	5	EACH		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <b>TEMPORARY SILT FENCING</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
204-06-00100	500	LNFT		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <b>TRAFFIC MAINTENANCE SURFACING (AGGREGATE) (VEHICULAR MEASUREMENT)</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
<b>402-01-00101</b>	<b>25.0</b>	<b>CUYD</b>		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <b>STORM DRAIN PIPE ARCH (24" EQUIV. RCPA)</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
<b>701-04-01040</b>	<b>172</b>	<b>LNFT</b>		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <b>STORM DRAIN PIPE ARCH (30" EQUIV. RCPA)</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
<b>701-04-01060</b>	<b>352</b>	<b>LNFT</b>		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <b>STORM DRAIN PIPE ARCH (36" EQUIV. RCPA)</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
<b>701-04-01080</b>	<b>144</b>	<b>LNFT</b>		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <b>CATCH BASIN (CB-02)</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
<b>702-03-00200</b>	<b>1</b>	<b>EACH</b>		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <b>CATCH BASIN (CB-SD02)</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
<b>702-03-01100</b>	<b>4</b>	<b>EACH</b>		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <b>CONCRETE WALK (4" THICK)</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
<b>706-01-00100</b>	<b>40</b>	<b>SQYD</b>		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <b>TEMPORARY SIGNS AND BARRICADES</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
<b>713-01-00100</b>	<b>1</b>	<b>LUMP</b>		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <b>BEDDING MATERIAL</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
<b>726-01-00100</b>	<b>75.5</b>	<b>CUYD</b>		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <b>MOBILIZATION</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
<b>727-01-00100</b>	<b>1</b>	<b>LUMP</b>		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <b>HYDRO-SEEDING</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
<b>739-01-00100</b>	<b>1.20</b>	<b>ACRE</b>		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <b>RELOCATION OF INFRASTRUCTURE ITEMS</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
<b>901-01-00001</b>	<b>1</b>	<b>LUMP</b>	<b>\$25,000.00</b>	<b>\$25,000.00</b>



DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# 1 <b>REMOVAL OF ASPHALT PAVEMENT</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
202-02-02020	90	SQYD		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# 1 <b>REMOVAL OF PIPE</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
202-02-32100	120	LNFT		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# 1 <b>EMBANKMENT</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
203-03-00100	1000	CUYD		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# 1 <b>TEMPORARY HAY BALES</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
204-02-00100	10	EACH		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# 1 <b>TEMPORARY SEDIMENT CHECK DAMS (HAY)</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
204-05-00100	3	EACH		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# 1 <b>TEMPORARY SEDIMENT CHECK DAMS (STONE)</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
204-05-00200	3	EACH		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# 1 <b>TEMPORARY SILT FENCING</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
204-06-00100	250	LNFT		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# 1 <b>CLASS II BASE COURSE (6" THICK) (CRUSHED STONE)</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
302-02-06020	90.0	SQYD		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# 1 <b>TRAFFIC MAINTENANCE SURFACING (AGGREGATE) (VEHICULAR MEASUREMENT)</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
402-01-00101	25.0	CUYD		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# 1 <b>ASPHALT CONCRETE, DRIVES, TURNOUTS, AND MISCELLANEOUS</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
502-01-00200	30.0	TON		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# 1 <b>STORM DRAIN PIPE ARCH (36" EQUIV. RCPA)</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
701-04-01080	536	LNFT		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# 1 <b>CATCH BASIN (CB-SD02)</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
<b>702-03-01100</b>	<b>4</b>	<b>EACH</b>		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# 1 <b>BEDDING MATERIAL</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
<b>726-01-00100</b>	<b>70.6</b>	<b>CUYD</b>		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# 1 <b>HYDRO-SEEDING</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
<b>739-01-00100</b>	<b>1.23</b>	<b>ACRE</b>		

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

SECTION 00006

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as PRINCIPAL, and \_\_\_\_\_ as SURETY, are hereby held and firmly Port of South Louisiana as OWNER in the penal sum of \_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns. Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

The condition of the above obligation is such that whereas the PRINCIPAL has submitted to Port of South Louisiana a certain BID, attached hereto and hereby made a part hereof to enter into a CONTRACT in writing, for APS Ditch Enclosure said BID and shall furnish a BOND for faithful performance of said CONTRACT, and for the payment of all persons performing labor and 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 and to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

IMPORTANT - SURETY companies executing BONDS must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

(SUBMIT BY APPARENT LOW BIDDER WITHIN 10 DAYS AFTER BID OPENING)

SECTION 00007

ATTESTATIONS

APS Ditch Enclosure, Port of South Louisiana – Airport

Name of Project

Port of South Louisiana

Name of Owner

\_\_\_\_\_  
Date of Bid

Appearer, as a Bidder on the above-entitled Public Works Project, does hereby attest that:

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

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

- |                                       |                                   |
|---------------------------------------|-----------------------------------|
| (a) Public bribery (R.5. 14:118)      | (c) Extortion (R.S. 14:66)        |
| (b) Corrupt influencing (R.5. 14:120) | (d) Money laundering (R.5. 14:23) |

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

- |  |  |
|--|--|
| (a) Theft (R.S. 14:67)                           | (f) Bank fraud (R.5. 14:71.1)                                |
| (b) Identity Theft (R.S. 14:67.16)               | (g) Forgery (R.S. 14:72)                                     |
| (c) Theft of a business record<br>(R.5.14:67.20) | (h) Contractors; misapplication of<br>payments (R.S. 14:202) |
| (d) False accounting (R.S. 14:70)                | (i) Malfeasance in office (R.5. 14:134)                      |
| (e) Issuing worthless checks<br>(R.S. 14:71)     |  |

LA. R.S. 38:2212.10 VERIFICATION OF EMPLOYEES

A. Appearer is registered and participates in a status verification system to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens.

B. If awarded the contract, Appearer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.

(SUBMIT BY APPARENT LOW BIDDER WITHIN 10 DAYS AFTER BID OPENING)

C. If awarded the contract, Appearer shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

---

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

---

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

---

SIGNATURE OF AUTHORIZED  
SIGNATORY OF BIDDER

(APPARENT LOW BIDDER MUST PROVIDE WITHIN 10 DAYS OF BID OPENING)

SECTION 00008

NON-COLLUSION AFFIDAVIT  
(R.S. 38:2224)

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

BE IT KNOWN, that on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me the undersigned Notary Public, duly commissioned and qualified, within and for the Parish of \_\_\_\_\_, State of Louisiana, personally came and appeared, as the duly authorized agent of \_\_\_\_\_, who after being by me first duly sworn, did depose and say:

That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course or their duties for affiant; and

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

APPEARER FURTHER DECLARES, that they will, in all respects, comply with the public contract laws of the State of Louisiana, including Title 38 of the Louisiana Statutes, and particularly Section 2224, as amended, of such Title 38 of the Louisiana Revised Statutes.

WITNESSES:

\_\_\_\_\_

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

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2024

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

## SECTION 00011

### GENERAL CONDITIONS

#### ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

Addenda – Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

Agreement – The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

Application for Payment – The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

Bid – The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bonds – Bid, performance, payment and maintenance bonds and other instruments of security.

Change Order – A document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

Contract Documents – The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Supplementary conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements issued on or after the Effective Date of the Agreement.

Contract Price – The moneys payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement.

Contract Time – The number of days or the date stated in the Agreement for the completion of the Work.

Contractor – The person, firm or corporation with whom OWNER has entered into the Agreement.

Defective – An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to the ENGINEER's recommendation of final payment.

Drawings – The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the ENGINEER and are referred to in the Contract Documents.

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

Engineer – Shread-Kuyrkendall & Associates, Inc.

Notice of Award – The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

Notice to Proceed – A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR's obligations under the Contract Documents.

Owner – The public body or authority, corporation, association, firm or person with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.

Partial Utilization – Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

Project – The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

Resident Project Representative – The authorized representative of ENGINEER who is assigned to the site or any part thereof.

Shop Drawings – All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

Specifications – Those portions of the Contract Documents consisting of written technical descriptions of material, equipment, construction systems, standards and workmanship as applied to the work and certain administrative details applicable thereto.

Subcontractor – An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion – The Work (or a specified part thereof) has progressed to the point where, in the opinion of the ENGINEER as evidenced by ENGINEER's definitive Certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the work (or specified part) can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.



Supplementary Conditions – The part of the Contract documents which amends or supplements these General Conditions.

Underground Facilities – All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following materials; electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

Unit Price Work – Work to be paid for on the basis of unit prices.

Work – The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

## ARTICLE 2 – PRELIMINARY MATTERS

### Copies of Documents

- 2.1 OWNER shall furnish to CONTRACTOR up to ten copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

### Notice to Proceed

- 2.2 A notice to proceed may be given at any time within thirty days after the Effective Date of the Agreement. The contract Time will commence at the time specified in such notice, or if no notice is given, thirty days following the Effective Date of Agreement, provided that the Notice to Proceed may not specify a time of commencement later than 60 days after the Effective Date of the Agreement.

### Starting of the Project

- 2.3 CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

### Before Starting Construction

- 2.4 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

- 2.5 Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for review:
- 2.5.1 An estimated progress schedule indicating the starting and completion dates of the various stages of the Work:
  - 2.5.2 A preliminary schedule of Shop Drawing submissions; and
  - 2.5.3 A preliminary schedule of values for all of the work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission.

#### Certificate of Insurance

- 2.6 Before any Work at the site is started, CONTRACTOR shall deliver to OWNER, with a copy to ENGINEER, Certificates of Insurance which CONTRACTOR is requested to purchase and maintain in accordance with the requirements of the General Conditions.

#### Preconstruction Conference

- 2.7 Within twenty days after the Effective Date of the Agreement, but before CONTRACTOR starts the work at the site, a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to establish a working understanding among the parties as to the Work.

### ARTICLE 3 – CONTRACT DOCUMENTS: AMENDING AND REUSE

#### Intent

- 3.1 If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to ENGINEER in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation of clarification from ENGINEER; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

#### Reuse of Documents

- 3.2 Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

## ARTICLE 4 – REFERENCE POINTS

### Reference Points

- 4.1 OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgement are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or required relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

## ARTICLE 5 – INSURANCE

### Contractor's Liability Insurance

- 5.1 CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance and furnishing of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone else for whose acts any of them may be liable:
- 5.1.1 Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts;
  - 5.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;
  - 5.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;
  - 5.1.4 Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (b) by any other person for any other reason;
  - 5.1.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;
  - 5.1.6 Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and
  - 5.1.7 Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph 5.1 shall include the specific coverages and be written for not less than the limits of liability and coverages provided in this paragraph as listed below, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and ENGINEER by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective work. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish OWNER with evidence of continuation of such insurance at final payment and one year thereafter.

All liability insurance policies shall name the OWNER as additional insured. The limits of liability for the insurance required by paragraph 5.1 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by laws and regulations:

5.1.1 and 5.1.2 Workers' Compensation, etc.

1. State: Coverage A Statutory
2. Employer's Liability: Coverage B - \$100,000 each accident

5.1.3, 5.1.4, 5.1.5, and 5.1.6 Comprehensive General Liability against all claims and liability for bodily injury, death or property damage arising out of the performance of Work under this Agreement.

1. Bodily Injury and property damage (combined)  
\$1,000,000 single limit  
\$1,000,000 annual aggregate
2. Property damage liability insurance will provide explosion, collapse and underground coverages where applicable.

5.1.7 Comprehensive Automobile Liability:

1. Bodily Injury and property damage (combined)  
\$1,000,000 single limit  
\$1,000,000 each accident

Contractual Liability Insurance

5.2 The comprehensive general liability insurance required by paragraph 5.1 will include contractual liability insurance applicable to CONTRACTOR's obligations under paragraphs 6.30 and 6.31.

Property Insurance

5.3 CONTRACTOR shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in these General conditions or required by law). This insurance shall include the interests of OWNER, CONTRACTOR, Subcontractors, Engineer, and Engineer's Consultants in the Work, all of whom shall be listed as insured or additional insured parties, shall insure against perils of fire and extended coverage, shall include "all risk" insurance for physical loss and

damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in these General conditions, and shall include damages, losses, and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to, fees and charges of engineers, architects, attorneys, and other professionals). If not covered under the "all risk" insurance or otherwise provided in these General conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraph 5.3 shall contain a provision that the coverage afforded will not be cancelled or materially changed until at least thirty days' prior written notice has been given to OWNER.

- 5.4 OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR, Subcontractors or others in the Work to the extent of any deductible amounts. The risk of loss within the deductible amount will be borne by CONTRACTOR. Subcontractor or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

#### Waiver of Rights

5.5.1 OWNER and CONTRACTOR waive all rights against each other for all losses and damages caused by any of the perils covered by the policies of insurance provided and any other property insurance applicable to the Work and also waive all such rights against the Subcontractors, ENGINEER, ENGINEER's consultants and all other parties named as insureds in such policies for losses and damages so caused. Each subcontract between CONTRACTOR and a Subcontractor will contain similar waiver provisions by the Subcontractor in favor of OWNER, CONTRACTOR, ENGINEER, ENGINEER's consultants and all other parties named as insureds. None of the above waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

5.5.2 OWNER and CONTRACTOR intend that any policies provided shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties names as insureds or additional insureds, and if the insurers require separate waiver forms to the signed by ENGINEER or ENGINEER's consultant OWNER will obtain the same, and is such waiver forms are required of any Subcontractor, CONTRACTOR will obtain the same.

#### Receipt and Application of Proceeds

- 5.6 OWNER and made payable to OWNER as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.7. OWNER shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the

damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Agreement.

- 5.7 OWNER as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, OWNER as trustee shall, upon the occurrence of an insured loss, give bond for the proper performance of such duties.

#### Acceptance of Insurance

- 5.8 If OWNER has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.1 and 5.2 on the basis of its not complying with the Contract Documents, OWNER shall notify CONTRACTOR in writing thereof within ten days of the date of delivery of such certificates to OWNER. If CONTRACTOR has any objection to the coverage afforded by or other provisions of the policies of insurance required to be purchased and maintained by OWNER on the basis of their not complying with the Contract Documents, CONTRACTOR shall notify OWNER in writing thereof within ten days of the date of delivery of such certificates to CONTRACTOR. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided by each as the other may reasonably request. Failure by OWNER or CONTRACTOR to give any such notice of objection within the time provided shall constitute acceptance of such insurance purchased by them other as complying with the Contract Documents.

### ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

#### Supervision and Superintendence

- 6.1 CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.
- 6.2 CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

#### Labor, Materials and Equipment

- 6.3 CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract

Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER's written consent given after prior written notice to ENGINEER.

6.3.1 Regular working hours are defined as up to 8 hours per day, Monday through Friday, beginning no earlier than 7:00 AM and ending no later than 7:00 PM, excluding holidays. Whenever the CONTRACTOR in performing any part of the Work, with the exception of equipment maintenance and cleanup, OWNER's representation and/or inspection will be required. Requests to work other than regular working hours must be submitted to the OWNER's designated representative at least 48 hours prior to any such proposed work or proposed weekend work to give the OWNER ample time to arrange for representation and/or inspection during those periods. Periodic unscheduled overtime on weekdays will be permitted provided that two hours notice is provided to the OWNER's designated representative. Maintenance and cleanup may be performed during hours other than regular working hours.

6.4 Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performing, testing, start-up and completion of the Work.

6.5 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to ENGINEER, or any of ENGINEER's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of these General Conditions.

#### Adjusting Progress Schedule

6.6 CONTRACTOR shall submit to ENGINEER for acceptance adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

#### Substitutes or "Or-Equal" Items

6.7.1 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicated that no substitution is permitted, materials or equipment of other

Suppliers may be accepted by ENGINEER if sufficient information is submitted by CONTRACTOR to allow ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by ENGINEER will include the following. Requests for review of substitute items of material and equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs and delays that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish at CONTRACTOR's expense additional data about the proposed substitute.

- 6.7.2 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to ENGINEER, if CONTRACTOR submits sufficient information to allow ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents.
- 6.7.3 ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without ENGINEER's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee, or other surety with respect to any substitute. ENGINEER will record time required by ENGINEER and ENGINEER's consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby.

#### Concerning Subcontractor's, Suppliers or Others

- 6.8.1 CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor,



Supplier or other person or organization to furnish or to perform any of the Work against whom CONTRACTOR has reasonable objection.

- 6.9 CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.
- 6.10 The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- 6.11 All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER and contains waiver provisions.

#### Patent Fees and Royalties

- 6.12 CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

#### Permits

- 6.13 Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or if there are no bids on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

## Laws and Regulations

- 6.14.1 CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.
- 6.14.2 If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations, CONTRACTOR shall give ENGINEER prompt written notice thereof, and any necessary changes will be authorized. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations, and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

## Taxes

- 6.15 CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

## Use of Premises

- 6.16 CONTRACTOR shall confine construction equipment, the storage of materials, and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or areas, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or ENGINEER by any such OWNER or occupant because of the performance of the work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and ENGINEER harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against OWNER or ENGINEER to the extent based on a claim arising out of CONTRACTOR's performance of the Work.
- 6.17 During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

- 6.18 CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

#### Record Documents

- 6.19 CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to ENGINEER for OWNER.

#### Safety and Protection

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

6.20.1 all employees on the Work and other persons and organizations who may be affected thereby;

6.20.2 all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

6.20.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR that the Work is acceptable.

- 6.21 CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

#### Emergencies

- 6.22 In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order will be issued to document the consequences of the changes or variations.

#### Shop Drawings and Samples

- 6.23 After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawing submissions or for other appropriate action if so indicated in the Supplementary Conditions, five copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable ENGINEER to review the information as required.
- 6.24 CONTRACTOR shall also submit to ENGINEER for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.
- 6.25.1 Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.
- 6.25.2 At the time of each submission, CONTRACTOR shall give Engineer specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to ENGINEER for review and approval of each such variation.

- 6.26 ENGINEER will review and approve with reasonable promptness Shop Drawings and samples, but ENGINEER's review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.
- 6.27 ENGINEER's review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing call ENGINEER's attention to each such variation at the time of submission as required by paragraph 6.25.2 and ENGINEER has given written approval of each such variation by a specific written notification thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.25.1.
- 6.28 Where a Shop Drawing or sample is required by the Specifications, any related work performed prior to ENGINEER's review and approval of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

#### Continuing the Work

- 6.29 CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No work shall be delayed or postponed pending resolution of any disputes or disagreements unless the CONTRACTOR and OWNER agree in writing.

#### Indemnification

- 6.30 To the fullest extent permitted by Laws and Regulations CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their consultants, agents and employees from and against all claims, damages, losses, and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

- 6.31 If any and all claims against OWNER or ENGINEER or any of their consultants, agents or employees by any employee of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.30 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor or other person or organization under workmen's compensation acts, disability benefit acts or other employee benefit acts.
- 6.32 The obligations of CONTRACTOR under paragraph 6.30 shall not extend to the liability of ENGINEER, ENGINEER's consultants, agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications.

## ARTICLE 7 – OTHER WORK

### Related Work at Site

- 7.1 OWNER may perform other work related to the Project at the site by OWNER's own forces, have other work performed by utility owners or let other direct contracts therefor which shall contain General Conditions similar to these.
- 7.2 CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.
- 7.3 If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any such other contractor or utility owner (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR's failure so to report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in the other work.
- 7.4 The parties expressly acknowledge that work may be done on the Project by other contractors and that the Work to be done by the CONTRACTOR under this contract may interface with the Work of these other contractors. Thus, in addition to the foregoing paragraphs in this Article 7, the following provisions apply:
- 7.4.1 The CONTRACTOR shall cooperate with all other contractors who may be performing work in behalf of the OWNER in the vicinity of the Work

to be done under this contract, and he shall conduct his operations as to interfere to the least possible extent with the work of such contractors.

7.4.2 The CONTRACTOR shall promptly make good, at his own expense, any injury or damage that may be caused by him to other contractors or employees or subcontractors or suppliers thereof.

7.4.3 Any difference or conflict which may arise between the CONTRACTOR and other contractors in regard to their respective work shall be adjusted and determined by the ENGINEER. Whenever there is interference with work under other contracts, the Engineer shall decide the manner in which the work under each contract shall proceed. Where connections are required between components of the work the general principal to prevail is that the last contractor to complete its work shall make and bear the expense of the connection.

7.4.4 If the work is delayed because of any acts or omissions of any other contractor, the CONTRACTOR shall have no claim against the OWNER on that account other than an extension of the Contract Time.

#### ARTICLE 8 – OWNER’S RESPONSIBILITIES

8.1 OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2 In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer whose status under the Contract Documents shall be that of the former ENGINEER.

8.3 OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due.

#### ARTICLE 9 – ENGINEER’S STATUS DURING CONSTRUCTION

##### Owner’s Representative

9.1 ENGINEER will be OWNER’s representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER’s representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and ENGINEER.

##### Visits to Site

9.2 ENGINEER will make visits to the site at intervals appropriate to the various stages on construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to made exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER’s efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified design professional, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

## Project Representation

- 9.3 The ENGINEER may if requested by the OWNER furnish a Resident Project Representative to assist ENGINEER in observing the performance of the Work. The duties, responsibilities and limitations of authority of this Resident Project Representative and assistants are set forth in other parts of these Contract Documents.

## Clarifications and Interpretations

- 9.4 ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, CONTRACTOR may make a claim.

## Authorized Variations in work

- 9.5 ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These will be binding on OWNER, and also on CONTRACTOR who shall perform the Work involved promptly. If CONTRACTOR believes that the change justifies an increase in the Contract Price or an extension of the Contract time and the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim.

## Rejecting Defective Work

- 9.6 ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, and will also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed or completed.

## Determinations for Unit Prices

- 9.7 ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decisions thereon will be final and binding upon OWNER and CONTRACTOR, unless, within ten days after the date of any such decision, either OWNER or CONTRACTOR delivers to the other party to the Agreement and to ENGINEER written notice of intention of appeal from such a decision.

## Decisions on Disputes

- 9.8 ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the



performance and furnishing of the Work and claims in respect to changes in the Contract Price or Contract Time will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. A Written notice of each such claim, dispute and other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within sixty days after such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim.

#### Limitations of ENGINEER's Responsibilities

- 9.9 Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.
- 9.10 Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgement of ENGINEER as to the Work, it is intended that such requirements, direction, review or judgement will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.11 or 9.12.
- 9.11 ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform or furnish the work in accordance with the Contract Documents
- 9.12 ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

#### ARTICLE 10 – CHANGES IN THE WORK

- 10.1 Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the work; these will be authorized by a Written Amendment or a Change Order. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- 10.2 CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any work performed that is not required by the Contract Documents as amended, modified and supplemented.

- 10.3 OWNER and CONTRACTOR shall execute appropriate Change Orders covering:
- 10.3.1 changes in the Work which are ordered by OWNER pursuant to paragraph 10.1, are required because of acceptance of defective Work under paragraph 13.13 or correcting defective Work under paragraph 13.14, or are agreed to by the parties:
  - 10.3.2 changes in the Contract Price or Contract Time which are agreed to by the parties; and
  - 10.3.3 changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.8.
- provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule.
- 10.4 If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.
- 10.5 At any time ENGINEER may request a quotation from CONTRACTOR for a proposed change in the Work. Within thirty (30) calendar days after receipt of a request for a quotation for a proposed change, CONTRACTOR shall submit a written and detailed proposal for an increase or decrease in the Contract Price or Contract Time for the proposed change. ENGINEER shall have thirty (30) calendar days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in sufficient detail reasonably to permit an analysis by the Engineer of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Any amount claimed for subcontracts shall be similarly supported. Notwithstanding the request for quotation, Contractor shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial.
- 10.6 The adjustment in Contract Price and/or Contract Time stated in a Change Order shall comprise the total price and/or time adjustment due or owed the Contractor for the work or changes defined in the Change Order. By executing the Change Order, the Contractor acknowledges and agrees that the stipulated price and/or time adjustments include the costs and delays for all work contained in the Change Order, including costs and delays associated with the interruption of schedules, extended overheads, delay, and cumulative impacts or ripple effect on all other non-affected work under this contract. Signing of the Change Order

constitutes full and mutual accord and satisfaction for the adjustment in contract price and/or time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change, subject to the current scope of the entire work as set forth in the Contract Documents. Acceptance of this waiver constitutes an agreement between Owner and Contractor that the Change Order represents an equitable adjustment to the Contract and that Contractor waives all rights to file a claim on this Change Order after it is properly executed.

#### ARTICLE 11 – CHANGE OF CONTRACT PRICE

- 11.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.
- 11.2 The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than twenty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within fifty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by ENGINEER in accordance with paragraph 9.8 if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph.
- 11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
- 11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
- 11.3.2 By mutual acceptance of a lump sum (which may include an allowance for overhead and profit).

#### ARTICLE 12 – CHANGE OF CONTRACT TIME

- 12.1 The Contract Time may only be changed by a Change Order or a Written Amendment. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of

the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by ENGINEER in accordance with paragraph 9.8 if OWNER and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph.

- 12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefor as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.
- 12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) for delay by either party.

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

##### Warranty and Guarantee

- 13.1 CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

##### Access to Work

- 13.2 ENGINEER and ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

## Tests and Inspections

- 13.3 CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for required inspections, tests or approvals.
- 13.4 If Laws or Regulations of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER's or ENGINEER's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by OWNER (unless otherwise specified).
- 13.5 All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR (or by ENGINEER if so specified).
- 13.6 If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.
- 13.7 Neither observations by ENGINEER nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR's obligations to perform the Work in accordance with the Contract Documents.

## Uncovering Work

- 13.8 If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.
- 13.9 If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and OWNER

shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 11. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

#### Owner May Stop the Work

13.10 If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

#### Correction or Removal of Defective Work

13.11 If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by ENGINEER, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

13.11.1 The Contractor shall not be entitled to an extension of the Contract Time for correcting or removing defective Work.

#### One Year Correction Period

13.12 If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the

correction period for that time may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

#### Acceptance of Defective Work

13.13 If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, also ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

#### Owner May Correct Defective Work

13.14 If CONTRACTOR fails within a reasonable time after written notice of ENGINEER to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of Contractors tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of OWNER in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by ENGINEER, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration cost sand all costs of repair and replacement of work of others destroyed or damaged by correction,

removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies hereunder.

## ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

### Schedule of Values

- 14.1 The schedule of values established will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

### Application for Progress Payment

- 14.2 At least twenty days before each progress payment is scheduled (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER's interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

### Contractor's Warranty of Title

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



## Review of Applications for Progress Payment

- 14.4 ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. Thirty days after presentation of the Application for Payment with ENGINEER's recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by OWNER to CONTRACTOR.
- 14.5 ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's on-site observations of the Work in progress as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of ENGINEER's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents or that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or OWNER to withhold payment to CONTRACTOR.
- 14.6 ENGINEER's recommendation of final payment will constitute an additional representation by ENGINEER to OWNER that the conditions precedent to CONTRACTOR's being entitled to final payment as set forth in paragraph 14.12 have been fulfilled.
- 14.7 ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make such representations to OWNER. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:
- 14.7.1 the Work is defective, or completed Work has been damaged requiring correction or replacement,
- 14.7.2 the Contract Price has been reduced by Written Amendment or Change Order,

14.7.3 OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.14, or

14.7.4 of ENGINEER's actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.9 inclusive.

OWNER may refuse to make payment of the full amount recommended by ENGINEER because claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work or Liens have been filed in connection with the Work or there are other items entitling OWNER to a set-off against the amount recommended, but OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action.

#### Substantial Completion

14.8 When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete). Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor.

14.9 Use by OWNER of any finished part of the work, which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER and CONTRACTOR agree constitutes a separately functioning and useable part of the Work that can be used by OWNER without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.9.1 OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER and ENGINEER that said part of the Work is substantially complete. OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor.

14.9.2 OWNER may at any time request CONTRACTOR in writing to permit OWNER to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to ENGINEER and within a reasonable time thereafter OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final

payment. If CONTRACTOR does not object in writing to OWNER and ENGINEER that such part of the Work is not ready for separate operation by OWNER, ENGINEER will finalize the list of items to be completed or corrected and will deliver such list to OWNER and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed ENGINEER). During such operation and prior to Substantial Completion of such part of the Work, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

#### Final Inspection

- 14.10 Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

#### Final Application for Payment

- 14.11 After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents and other documents – all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.15), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which OWNER or OWNER's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

#### Final Payment and Acceptance

- 14.12 If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment

and accompanying documentation – all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.15. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty days after presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance, and with ENGINEER's recommendation and notice of acceptability, the amount recommended by ENGINEER will become due and will be paid by OWNER to CONTRACTOR.

- 14.13 Not less than forty-five (45) days after filing the formal acceptance of the work with the Recorder of Mortgages, provided that all work done under the Contract is at that time found to be in good condition insofar as the Contractor is responsible for it, the Owner will pay the contractor the retained portion of the Contract Price, after deducting therefrom such sums as may be lawfully withheld under any of the provisions of this Contract, the said payment being conditional on the Contractor furnishing to the Owner a certificate from the Recorder of Mortgages that the Contract is clear of any liens or privileges and furnishing acceptable documentation of release from any liens that may have been filed and were subsequently satisfied.

#### Contractor's Continuing Obligation

- 14.14 CONTRACTOR's obligation to perform and complete the work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.12, nor any correction of defective work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents (except as provided in paragraph 14.15).

## Waiver of Claims

14.15 The making and acceptance of final payment will constitute:

- 14.15.1 a waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.10 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by OWNER of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and
- 14.15.2 a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

## ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

### Owner May Suspend Work

- 15.1 OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 11 and 12.
  - 15.1.1 Notwithstanding Paragraph 15.1, if the OWNER stops Work under Paragraph 13.10 or suspends the CONTRACTOR's services under Paragraph 13.14, or suspends the Work or any portion thereof because of the CONTRACTOR's failure to prosecute the Work without endangering persons and property, the CONTRACTOR shall be entitled to no extension of Contract Time or increase in Contract price.

### Owner May Terminate

- 15.2 Upon the occurrence of any one or more of the following events:
  - 15.2.1 if CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at the time relating to the bankruptcy or insolvency;
  - 15.2.2 if a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against

CONTRACTOR under any other federal or state law in effect at the time relating to the bankruptcy or insolvency;

- 15.2.3 if CONTRACTOR makes a general assignment for the benefit of creditors;
- 15.2.4 if a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR's creditors;
- 15.2.5 if CONTRACTOR admits in writing an inability to pay its debts generally as they become due;
- 15.2.6 if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule.
- 15.2.7 if CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;
- 15.2.8 if CONTRACTOR disregards the authority of ENGINEER, or
- 15.2.9 if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents'

OWNER may, after giving CONTRACTOR (and the surety, if there be one) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER will be approved as to reasonableness by ENGINEER and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

- 15.3 Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against

CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

- 15.4 Upon seven days' written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right of remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs.

#### Contractor May Stop Work or Terminate

- 15.5 If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty days after it is submitted, or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and ENGINEER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' written notice to OWNER and ENGINEER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 6.29 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

## ARTICLE 16 – MISCELLANEOUS

### Giving Notice

- 16.1 Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### Computation of the Time

- 16.2.1 When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

16.2.2 A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

#### General

- 16.3 Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 17.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.
- 16.4 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR and all of the rights and remedies available to OWNER and ENGINEER thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

END OF SECTION



## SECTION 00012

### SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (General Conditions) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

SC-1 The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions.

SC-1.1 Whenever the word "figures" is used herein, it shall be used interchangeably with the word "drawings" and carry the same meaning as defined in Article 1 of the General Conditions.

SC-1.2 Add the words "or Plans" after the word "Drawings" in the General Conditions.

SC-1.3 Add the following definitions at the end of ARTICLE 1 of the General Conditions:

Excusable Delay - Any delay beyond the control and without the fault or negligence of the CONTRACTOR, the OWNER, or any other contractor caused by events or circumstances such as, but not limited to, acts of God or of the public enemy, acts of intervenors, acts of government other than the OWNER, fires, floods, epidemics, quarantine restrictions, freight embargoes, and hurricanes, tornadoes, or new sink holes. Labor disputes and adverse weather conditions shall give rise only to inexcusable delays.

Inexcusable Delay - Any delay caused either (I) by events or circumstances within the control of the CONTRACTOR, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight, or diligence on the part of the CONTRACTOR, or (II) by weather conditions (other than hurricanes and tornadoes).

Nonprejudicial Delay - Any delay impacting a portion of the Work within the available total float or slack time, as that term is used in the general requirements and not necessarily preventing completion of the Work within the Contract Time.

Prejudicial Delay - Any excusable delay impacting the Work and exceeding the total float available in the progress schedule, thus preventing completion of the Work within the Contract Time unless the Work is accelerated.

Owner's Delay - Any delay beyond the control and without the fault or negligence of the Contractor or any subcontractor which is caused by the fault or negligence of the Owner

and which impacts the work and exceeds the total float or slack time so as to prevent completions of the work within the contract time unless the work is accelerated.

Preoperational Testing - All field inspections, installation checks, water tests, performance tests, and necessary corrections required of CONTRACTOR to demonstrate that individual components of the Work have been properly constructed and do operate in accordance with the Contract Documents for their intended purposes.

Start-Up Testing - A predefined trial period required for achieving substantial completion during which CONTRACTOR is to operate the entire Work (or any part thereof agreed to by the OWNER) under actual and simulated operating conditions for the purpose (I) making such minor adjustments and changes to the Work as may be necessary for the work to comply with the Contract Documents and (II) to comply with the final test requirements in the Contract Documents.

Float or Slack Time - The time available in the progress schedule during which an unexpected activity can be completed without delaying substantial completion of the Work.

Amend the following definitions in Article I of the General Conditions as follows:

Substantial Completion - In the third line of the definition add the words, “and as approved by the OWNER” after the word, “ENGINEER”.

Work Directive Change - Delete the last sentence of the definition in its entirety and replace with the sentence, “A Work Directive Change may not change the Contract Price or Contract Time.”

SC-2.1 Amend the first sentence of Paragraph 2.1 of the General Conditions to read as follows:

OWNER shall furnish to CONTRACTOR three copies of the Contract Documents, exclusive of the Standard Documents and Specifications, for the execution of the Work.

SC-2.7 Amend the first sentence of paragraph 2.7 of the General Conditions to read as follows:

Within fifteen calendar days after the Effective Date....

SC-5.6 Delete paragraph 5.6 of the General Conditions in its entirety and insert the following in its place:

Unless otherwise provided in these Supplementary Conditions, CONTRACTOR shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in these Supplementary Conditions or required by law). This insurance shall include the interests of OWNER, CONTRACTOR, subcontractors, ENGINEER, and ENGINEER's

Consultants in the Work, all of whom shall be listed as insured or additional insured parties, shall insure against perils of fire and extended coverage, shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in these Supplementary Conditions, and shall include damages, losses, and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals). If not covered under the "all risk" insurance or otherwise provided in these Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this paragraph shall contain a provision that the coverage afforded will not be cancelled or materially changed until at least thirty days prior written notice has been given to OWNER.

SC-6.2 Add the following new paragraph SC-6.2:

From the first sentence of paragraph 6.2 of the General Conditions, delete the words, "except under extraordinary circumstances" with no replacement and place a period after the word ENGINEER.

SC-6.3.1 Add a new paragraph immediately after paragraph 6.3 of the General Conditions which is to read as follows:

6.3.1 Regular working hours are defined as 7:00 a.m. to 6:00 p.m., Monday through Saturday. Whenever the CONTRACTOR is performing any part of the Work, with the exception of equipment maintenance and cleanup, OWNER's representation and/or inspection will be required.

SC-6.11 In paragraph 6.11 of the General Conditions delete all the words which follow the word "ENGINEER" in the paragraph with no replacement. Place a period after the word "ENGINEER"

SC-6.16 In paragraph 6.16 of the General Conditions, delete from the third sentence of the paragraph the words, "arbitration or at" with no replacement.

SC-6.16.1 Add a new paragraph immediately after paragraph 6.16 of the General Conditions which is to read as follows:

6.16.1 Use of OWNER'S existing facilities by the CONTRACTOR for storage of materials and equipment will not be permitted.

SC-6.18 In paragraph 6.18 of the General Conditions, add the words, "or damage" after both occurrences of the word, "endanger" in the paragraph.

- SC-8.2 Delete paragraph 8.2 of the General Conditions in its entirety with no replacement.
- SC-9.1 In paragraph 9.1 of the General Conditions, after the words, “Contract Documents” insert the words, “and ENGINEER’S Contract with OWNER”.
- SC-9.2 In paragraph 9.2 of the General Conditions, in the fourth sentence of the paragraph delete the words, “endeavor to” with no replacement.
- SC-9.3 Delete paragraph 9.3 of the General Conditions in its entirety and insert the following in its place:

ENGINEER will furnish a Resident Project Representative to assist ENGINEER in observing the performance of the Work. The duties, responsibilities and limitations of authority of this Resident Project Representative and assistants are set forth in the attached pages to these Supplemental Conditions and in ENGINEER’S contract with OWNER.

- SC-9.5 Delete paragraph 9.5 of the General Conditions in its entirety and replace with the following:

ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER, only if noticed to OWNER in writing, and also on CONTRACTOR who shall perform the Work involved promptly.

- SC-9.11 Delete paragraph 9.11 of the General Conditions in its entirety and replace with the following new paragraph 9.11 and subparagraphs 9.11.1 and 9.11.2:

SC-9.11 ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 11 and 12 in respect to changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph. Written notice of each such claim, dispute or other matter will be delivered by the claimant to Engineer and the other party to the Agreement promptly (but in no event later than ten days) after the start of the occurrence or event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party promptly, but not later than twenty days after the start of such occurrence or event and monthly thereafter for continuing events unless ENGINEER allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute

or other matter. The opposing party shall submit any response to ENGINEER and the claimant within ten days after receipt of the claimant's last submittal (unless ENGINEER allows additional time). ENGINEER will render a formal decision in writing within ten days after receipt of the opposing party's submittal, if any, or within twenty days of receipt of claimants last submittal, in accordance with this paragraph (unless claimant allows an additional period of time).

9.11.1 ENGINEER'S written decision on such claim, dispute or other matter will be final and binding upon OWNER and CONTRACTOR unless, within ten days after issuance of the ENGINEER'S written decision, either party appeals the decision by giving the other party and ENGINEER written notice of request for executive negotiation. Within ten days of the delivery of said notice, senior representatives of at least the OWNER and CONTRACTOR, having authority to settle the dispute, and the ENGINEER shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute.

9.11.2 In the event a mutually acceptable decision cannot be reached through executive negotiation within twenty days of the appealing party's notice, or mutually agreeable longer period, or if the party receiving such notice will not meet within ten days, OWNER or CONTRACTOR may declare, in writing delivered to the other party and the ENGINEER, the executive negotiation unsuccessful and may initiate further appeal. If further appeal is to be made, such appeal shall be taken within the time limits and in accordance with the method and procedure for resolving such claim, dispute or other matter set forth in the Supplementary Conditions pursuant to Article 16.

SC-9.12 Delete paragraph 9.12 of the General Conditions in its entirety with no replacement.

SC-10.2 Delete paragraph 10.2 of the General Conditions in its entirety with no replacement.

SC-10.3 In paragraph 10.3 of the General Conditions, insert after the last sentence of the paragraph the sentence, "No changes will be allowed where the emergency is caused by the CONTRACTOR or his Subcontractors.

SC-11.1.1 Add a new paragraph SC-11.1.1 immediately after paragraph 11.1 of the General Conditions to read as follows:

11.1.1 Change orders which increase the Contract Price or Contract Time are not favored by the OWNER and every effort should be made to avoid such changes. All requests for Change Orders should be submitted to OWNER prior to the

work being performed unless it is an emergency involving significant damage to life or property or it can be shown that a failure to immediately perform the work would cause an additional increase to the Contract Price over and above the Change Order. This paragraph governs all increases in Contract Price and Contract Time notwithstanding other provisions of this Contract to the contrary.

SC-12 Delete Article 12 of the General Conditions in its entirety and insert the following in its place:

12.1 The Contract Time may only be changed by a Change Order or written amendment. Any claim for an extension in the Contract Time shall be based on written notice delivered to the OWNER and ENGINEER within twenty days from detection or the beginning of any event or circumstance giving rise to an excusable delay and setting forth the general nature of the cause of the delay. Within 50 days of any such detection or beginning of delay, CONTRACTOR shall provide the analysis and documentation required to ascertain the facts, as specified in the General Requirements. No claim by CONTRACTOR under this provision shall be allowed unless CONTRACTOR has given the notice and the analysis and documentation required in this paragraph.

12.2 No extensions of Contract Time shall be granted for nonprejudicial delays of any type, or for inexcusable delays, unless otherwise agreed to by the OWNER in its sole discretion.

12.3 Claims for extensions of Contract Time arising from prejudicial delays and OWNER delays as defined by SC 1.3 shall be granted pursuant to this article and the provisions of the general requirements.

SC-13.9 In paragraph 13.9 of the General Conditions, to the first sentence of the paragraph, add the words, “with notice to OWNER” after the word “request” in the fourth line of the paragraph.

Amend the second sentence of paragraph 13.9 of the General Conditions to read as follows:

... fees and charges of engineers, architects, attorneys and other professionals and any additional expenses experienced by OWNER due to delays to other contractors performing additional Work and an appropriate deductive Change Order shall be issued. CONTRACTOR shall further bear the responsibility for maintaining his schedule and will be excluded from a time extension and recovery of delay damages due to the uncovering. If, however,...

SC-13.14 In paragraph 13.14 of the General Conditions, delete the words, “and arbitration costs” from the second to last sentence of the paragraph with no replacement.

SC-14.2 Amend the first sentence of paragraph 14.2 of the General Conditions to read as follows:

At least thirty days before each progress payment is scheduled...

SC-14.2.1 Add a new paragraph immediately after paragraph 14.2 of the General Conditions which

is to read as follows:

14.2.1 The CONTRACTOR shall furnish evidence that payment received on the basis of materials and equipment, not incorporated and suitably stored, has in fact been paid to the respective supplier(s) within sixty (60) days of the Application for Payment on which the material/equipment first appeared. Failure to procure said evidence of payment shall result in the withdrawal of previous approval(s) and removal of the related equipment from the Application for Payment.

SC-14.4 Delete paragraph 14.4 of the General Conditions in its entirety and replace with the following paragraph:

SC-14.4 ENGINEER will within seven days after the receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to the OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. ENGINEER will present the Application for Payment to OWNER with a cover letter stating the recommended amount of payment.

SC-14.5 In paragraph 14.5 of the General Conditions, in the first sentence of the paragraph, insert the words, "and ENGINEER'S Resident Project Representative's" immediately before the word "knowledge" and insert the words, "and ENGINEER'S Contract with OWNER" immediately after the word, "Documents" in the last sentence of the paragraph.

SC-14.8 Amend the first sentence of paragraph 14.8 of the General Conditions to read as follows:

When CONTRACTOR considers a part of the Work described for Substantial Completion in the General Requirements ready for its intended use, CONTRACTOR shall, in writing to OWNER and ENGINEER, certify that such work is...

Insert the words, "for OWNER'S approval" at the end of the fourth sentence of the paragraph.

Delete the word, "seven" from the sixth sentence of the paragraph and replace it with the word, "ten."

Delete the phrase, ", stating the reasons therefore." and replace with, "of the approval or disapproval. ENGINEER shall not deliver definitive Certificate of Substantial Completion without Owner's approval."

Delete the word, "If" from the beginning of the eighth sentence and replace it with, "Where."

SC-14.8.1 Add a new paragraph immediately after paragraph 14.8 of the General Conditions to read as follows:

"There shall be attached to the Certificate of Substantial Completion a tentative list of items (with designated dollar values) to be completed or corrected prior to final payment.

This will be called the "Substantial Completion Punch List" and the value of said punch list items times two will be withheld from the CONTRACTOR until all such items have been completed. No payment of the "Punch List Reserve Fund" shall be made until all items on the "Substantial Completion Punch List" have been completed unless specifically approved by the OWNER, at his sole discretion.

- SC-14.12 In paragraph 14.12 of the General Conditions, in the first sentence of the paragraph, insert the words, "and OWNER" after the word "ENGINEER" as it appears in the fifth line of the paragraph.

Insert the following at the end of paragraph SC-14.12:

In paragraph 14.12 of the General Conditions, add the words, "subject to Article 14.4" after the word "CONTRACTOR" at the end of the sentence.

Amend the third sentence of paragraph 14.12 of the General Conditions to read as follows:

Within thirty days after the ENGINEER presents to the OWNER a final acceptance recommendation, together with accompanying documentation, the OWNER may issue a formal final acceptance certificate which the CONTRACTOR may file thereafter with the Recorder of Mortgages in the office of the Clerk of Court of the Parish of St. John the Baptist.

- SC-14.13 Delete paragraph 14.13 of the General Conditions in its entirety and insert the following in its place:

Not less than forty-five (45) days after filing the formal acceptance of the Work with the Recorder of Mortgages, provided that all Work done under the Contract is at that time found to be in good condition insofar as the CONTRACTOR is responsible for it, the OWNER will pay the CONTRACTOR the retained portion of the Contract Price, after deducting therefrom such sums as may be lawfully withheld under any of the provisions of this Contract, the said payment being conditional on the CONTRACTOR furnishing to the OWNER a certificate from the Recorder of Mortgages for the Parish of St. John the Baptist that the Contract is clear of any liens or privileges and furnishing acceptable documentation of release from any liens that may have been filed and were subsequently satisfied.

- SC-15.2 Amend the last four sentences of paragraph 15.2 of the General Conditions to read as follows:

In such case, CONTRACTOR shall not be entitled to receive any further payment beyond an amount equal to the value of the Work actually completed and the value of materials and equipment not incorporated in the Work but delivered and suitably stored,



less the aggregate of payments previously made. If the direct and indirect costs of completing the Work exceed the unpaid balance of the Contract Price, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER shall be verified by ENGINEER and incorporated in a Change Order, but in finishing the Work OWNER shall not be required to obtain the lowest price for the Work performed. CONTRACTOR'S obligations to pay the difference between such costs and such unpaid balance shall survive termination of the Agreement.

- SC-15.5 In paragraph 15.5 of the General Conditions, insert the sentence, "All provisions herein above are subject to Article 14.4." after the last sentence of the paragraph.

## SECOND SUPPLEMENTARY CONDITIONS

This Second Supplementary Conditions amend or supplement the Standard and Supplementary General Conditions of the Construction Contract (General Conditions) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

- SC-5.3 The following sentence is to be added to 5.3 of the General and Supplementary Conditions:

For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA – R.S. 23:1061.

END OF SECTION

## SECTION 00013

### AGREEMENT

THIS AGREEMENT is effective as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ by and between the Port of South Louisiana, called the OWNER, and hereinafter called the CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

#### ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents for the APS Ditch Enclosure. The Work is generally described as follows:

The proposed project consists of the conversion of an existing open channel ditch to a subsurface drainage system. The subsurface drainage system will consist of concrete catch basins and reinforced concrete pipes. The project will require drainage work, grading, and sidewalk work. Alternate 1 will require base and asphalt work in addition to drainage and grading work.

#### ARTICLE 2. ENGINEER

The Project has been designed by Shread-Kuyrkendall & Associates, Inc., who is hereinafter called ENGINEER and who will assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

#### ARTICLE 3. CONTRACT TIME

- 3.1 The Contractor shall complete all of the Work under the Contract within 120 calendar days from the date of the Notice to Proceed.
- 3.2 Liquidated Damages - OWNER and CONTRACTOR recognize that the OWNER will suffer direct financial loss if Work is not completed within the Contract times specified in Paragraph 3.1 above plus any extensions thereof allowed in accordance with Article 12 of the General Conditions, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, CONTRACTOR and Surety agree to forfeit and pay OWNER as liquidated damages for delay (but not as a penalty) the amount of Five Hundred Dollars (\$500.00) for each calendar day that expires after the Contract Time specified in Paragraph 3.1 for final completion and ready for final acceptance until the Work is completed. These amounts represent a reasonable estimate of OWNER's expenses for extended delays and for inspection, engineering services and administrative costs associated with such delay. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the CONTRACTOR by his mere failure to complete the work on or before the date specified shall be deemed in default.

#### ARTICLE 4. CONTRACT PRICE

**CONTRACT PRICE:** The amount to be paid to the Contractor by the Owner for completion of all work hereunder is a lump sum of: \_\_\_\_\_Dollars and \_\_ Cents. Contract price is firm and subject only to modification by written change order agreed to by both parties.

#### ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 Progress payments. OWNER shall make progress payments which exceed \$5,000 on account of the Contract price on the basis of CONTRACTOR's Applications for Payment, as recommended by ENGINEER, on or about the thirtieth (30th) day following receipt by the OWNER. Applications for Payments less than \$5,000 shall be accumulated until the next payment period or until final payment.

Progress payments will be based upon estimated quantities of completed contract unit price items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the Work on the last day of each month or other mutually agreed regular monthly date ending the progress payment period.

- 5.2 Retainage. Retainage shall be withheld and payments will be made by the OWNER in the payment amount of ninety five percent (95%) of the approved payment applications for contracts over \$500,000 and ninety percent (90%) for contracts under \$500,000.
- 5.3 Final Acceptance and Final Payment. Upon the final completion of all Work, the CONTRACTOR may request a final inspection and may make a final Application for Payment as provided by Paragraph 14.12 of the General Conditions, upon the OWNER's certificate of final acceptance.

When substantial completion is granted by the Owner, the Certificate of Substantial Completion is then transmitted to the Contractor for filing with the recorder of mortgages of the Parish of St. John the Baptist. This begins the not less than forty-five (45) day lien period as prescribed for Public Works by Louisiana Revised Statutes 38:2242.

At the expiration of the lien period it is the CONTRACTOR's responsibility to obtain a certificate from the Recorder of Mortgages of the Parish of St. John the Baptist that the Contract is clear of any liens or privileges, and said certificate shall be presented to the OWNER for final payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.

## ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

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

- 6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.
- 6.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface physical conditions and drawings of physical conditions which are identified in the Information Available To Bidders and as provided in the General Conditions.
- 6.3 CONTRACTOR has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 6.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the General Conditions. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, CONTRACTOR has or will obtain or perform at no additional cost to the OWNER such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by CONTRACTOR for such purposes.

## ARTICLE 7. CONTRACT DOCUMENTS

The following Contract Documents, which comprise the entire Agreement between OWNER and CONTRACTOR, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:

- 7.1 Agreement
- 7.2 Construction Performance and Payment Bond and Insurance Certificates
- 7.3 Advertisement for Bids
- 7.4 CONTRACTOR's Bid Form
- 7.5 Addenda (Numbers \_\_\_\_\_ to \_\_\_\_\_ inclusive)
- 7.6 Contract documents bearing the general title "APS Ditch Enclosure" dated November 2024.
- 7.7 Drawings bearing the general title "APS Ditch Enclosure" November 2024.
- 7.8 General Conditions, Supplementary Conditions, and Second Supplementary Conditions

There are no Contract Documents other than those listed above in this Article 7. The Contract may only be amended, modified or supplemented as provided for in the General Conditions.

ARTICLE 8. MISCELLANEOUS

- 8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions (Section 00011), as modified in the Supplementary Conditions (Section 00012).
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the OWNER may assign this contract to the State of Louisiana or any political subdivision, municipality, special district or authority thereof without CONTRACTOR's consent and without recourse.
- 8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.4 It is hereby agreed and understood by the parties hereto that any and all disputes that may result in litigation shall be litigated in the District Court for the Parish of St. John the Baptist.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement effective as of the date first written above. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

OWNER: Port of South Louisiana, Louisiana

CONTRACTOR:

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Attest \_\_\_\_\_

Attest \_\_\_\_\_

END OF SECTION

SECTION 00014

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that \_\_\_\_\_ (Name of Contractor)  
\_\_\_\_\_ (Address of Contractor)

a \_\_\_\_\_ (Corporation, Partnership, or Individual),  
hereinafter called Principal, and \_\_\_\_\_ (Name of Surety)  
\_\_\_\_\_ (Address of Surety)

hereinafter called Surety, are held and firmly bound unto THE PORT OF SOUTH OF LOUISIANA  
1720 Highway 44, RESERVE, LA 70084 hereinafter called Owner, in the penal sum of  
\_\_\_\_\_, (\$ \_\_\_\_\_)

in lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

**APS Ditch Enclosure**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertaking, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any 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 to the work or to the specifications.

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

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ (Number) counterparts each,

one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(PRINCIPAL) SECRETARY  
(SEAL)

\_\_\_\_\_  
PRINCIPAL (BIDDER)  
By: \_\_\_\_\_  
AUTHORIZED OFFICER-OWNER-PARTNER

\_\_\_\_\_  
WITNESS AS TO PRINCIPAL

\_\_\_\_\_  
ADDRESS

ATTEST:

\_\_\_\_\_  
SURETY  
By: \_\_\_\_\_ (SEAL)  
ATTORNEY-IN-FACT

\_\_\_\_\_  
WITNESS AS TO SURETY

\_\_\_\_\_  
TYPED OR PRINTED NAME

**COUNTERSIGNATURE**

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

By: \_\_\_\_\_

\_\_\_\_\_  
NAME OF AGENCY

\_\_\_\_\_  
TYPED OR PRINTED NAME

\_\_\_\_\_  
AGENT LICENSE NUMBER

\_\_\_\_\_  
ADDRESS

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

SECTION 00015

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that \_\_\_\_\_ (Name of Contractor)  
\_\_\_\_\_ (Address of Contractor)

a \_\_\_\_\_ (Corporation, Partnership, or Individual),  
hereinafter called Principal, and \_\_\_\_\_ (Name of Surety)  
\_\_\_\_\_ (Address of Surety)

hereinafter called Surety, are held and firmly bound unto THE PORT OF SOUTH OF LOUISIANA  
1720 Highway 44, RESERVE, LA 70084 hereinafter called Owner, in the penal sum of  
\_\_\_\_\_, (\$ \_\_\_\_\_)

in lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

**APS Ditch Enclosure**

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

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any 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 to the work or to the specifications.

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

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ (Number) counterparts each,



one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(PRINCIPAL) SECRETARY  
(SEAL)

\_\_\_\_\_  
PRINCIPAL (BIDDER)  
By: \_\_\_\_\_  
AUTHORIZED OFFICER-OWNER-PARTNER

\_\_\_\_\_  
WITNESS AS TO PRINCIPAL

\_\_\_\_\_  
ADDRESS

ATTEST:

\_\_\_\_\_  
SURETY  
By: \_\_\_\_\_ (SEAL)  
ATTORNEY-IN-FACT

\_\_\_\_\_  
WITNESS AS TO SURETY

\_\_\_\_\_  
TYPED OR PRINTED NAME

**COUNTERSIGNATURE**

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

By: \_\_\_\_\_

\_\_\_\_\_  
NAME OF AGENCY

\_\_\_\_\_  
TYPED OR PRINTED NAME

\_\_\_\_\_  
AGENT LICENSE NUMBER

\_\_\_\_\_  
ADDRESS

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

(Corporate Seal)

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

---

CERTIFICATE AS TO SURETY

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

---

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

SECTION 00016  
NOTICE OF AWARD

Date \_\_\_\_\_, 20\_\_

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT NAME:     APS Ditch Enclosure

You are notified that your Bid dated \_\_\_\_\_, for the above Contract has been considered. You are the apparent successful Bidder and hereby awarded the above Contract effective on the above date.

The Contract Price of this award is \_\_\_\_\_ Dollars  
(\$\_\_\_\_\_).

Enclosed are six copies of the Contract Documents for your execution and subsequent return to this office for further processing.

You must comply with the following conditions precedent within fifteen (15) days of the date of this Notice of Award, that is by \_\_\_\_\_, 20\_\_ :

1. Execute all copies of the Agreement. Each set of Special Provisions and Contract Documents and set of Contract Drawings must bear the signature of the CONTRACTOR's authorized executor on the cover sheet. Do not date the Agreement or bonds; this will be accomplished upon execution of the Contract by the OWNER. Submit a power of attorney authorizing the OWNER to date the bonds and Agreement.
2. Submit six copies of the Construction Performance and Payment Bond. Instructions to the Surety and the CONTRACTOR for execution of the bonds are as follows:

Where the CONTRACTOR is a corporation, the Agreement and any bonds must be executed by the President or the Chairman of the Board of the corporation. The Agreement and bonds must be accompanied by a statement certified by the Secretary of the Corporation. The signatures of the persons executing the bond on behalf of the CONTRACTOR and of the Surety, respectively, shall each be dated on the signature line. If the bond is executed by an Attorney-in-Fact for the Surety, the accompanying Power of Attorney must be executed by persons whose authority to do so is plainly identified on the face of the Power of Attorney.

Neither signatures nor the Corporate Seal may appear by facsimile unless the authority for them to appear in that form is plainly disclosed on the face of the document. The Secretary or other properly authorized Officer must certify and seal a statement declaring that the authority granted by the Power of Attorney remained in force on the date that the bond was executed by the Attorney-in-Fact.

3. Include six copies of the Certificate of Insurance. The Certificate must name the OWNER as an additional insured on all general liability policies and the standard cancellation clause must read as follows:

“Should any of the above described policies be canceled or changed by restricted amendment before the expiration date thereof, the issuing Company will give thirty (30) days written notice to the below named certificate holder.”

Failure to comply with these conditions within the time specified will entitle OWNER to consider the CONTRACTOR’s Bid abandoned, to annul this Notice of Award and to declare the CONTRACTOR’s Bid Security forfeited.

Within thirty (30) days after compliance with the above conditions, the OWNER will return to the CONTRACTOR one fully signed counterpart of the Contract Documents.

If you have any questions, or if we can be of any further assistance, please do not hesitate to contact this office.

Sincerely,

---

Port of South Louisiana

SECTION 00017

NOTICE TO PROCEED

Date:

TO:

PROJECT NAME: APS Ditch Enclosure

You are hereby notified to commence work on the subject contract on \_\_\_\_\_  
And are to fully complete the work within **120** calendar days. In accordance with the contract  
documents, the Final Completion date being \_\_\_\_\_ Any extension in time will  
be by written change order only.

The contract provides for assessment of liquidated damages in the amount of \_\_\_\_\_ For  
each consecutive day after the total above establish final completion date that the work is not  
complete.

\_\_\_\_\_  
PORT OF SOUTH LOUISIANA

\_\_\_\_\_  
CONTRACTOR

SECTION 00018

CHANGE ORDER

Order No: \_\_\_\_\_

Date: \_\_\_\_\_

Agreement date: \_\_\_\_\_

NAME OF PROJECT: APS Ditch Enclosure

OWNER: Port of South Louisiana

CONTRACTOR: \_\_\_\_\_

The following changes are hereby made to the CONTRACT DOCUMENTS

Justification:

Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$ \_\_\_\_\_

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ \_\_\_\_\_

The CONTRACT PRICE due to this CHANGE ORDER will  
be  
increased/decreased by: \$ \_\_\_\_\_

The new CONTRACT PRICE including the CHANGE ORDER will be: \$ \_\_\_\_\_

Change to CONTRACT TIME: \_\_\_\_\_

The CONTRACT TIME will be increased/decreased by \_\_\_\_\_ calendar days.

The date for substantial completion of work will be: \_\_\_\_\_  
(date)

Requested  
By: \_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Engineer)

Approvals  
By: \_\_\_\_\_  
(Owner)

SECTION 00019

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: APS Ditch Enclosure

---

The work performed under this contract has been inspected by an authorized representative of The Owner, Contractor and Engineer, and the Project is hereby declared complete.

Construction is in substantial conformance with the approved plans and specifications and no known material or construction deficiencies exist.

All required tests and measurements have been made in accordance with the specifications, to establish the quality and quantity of material and construction.

---

Shread-Kuyrkendall & Associates, Inc.  
Engineer

The contractor accepts the above CERTIFICATE OF SUBSTANTIAL COMPLETION

---

Contractor

APPROVED:

---

Port of South Louisiana  
Owner

END OF SECTION

00019-1

## SECTION 01010

### SUMMARY OF WORK

#### PART 1 - GENERAL

##### 1.01 LOCATION OF WORK

All of the work of this Contract is located in property or rights-of-way owned by the Port of South Louisiana.

##### 1.02 WORK TO BE DONE

- A. The Contractor shall furnish all labor, materials, equipment, tools, services and incidentals to complete all work required by these Specifications and as shown on the Drawings.
- B. The Contractor shall perform the work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.
- C. All materials, equipment, skills, tools and labor which are reasonably and properly inferable and necessary for the proper completion of the work in a substantial manner and in compliance with the requirements stated or implied by these Specifications or Drawings shall be furnished and installed by the Contractor without additional compensation, whether specifically indicated in the Contract Documents or not.
- D. The Contractor shall comply with all Parish, state, federal and other codes which are applicable to the proposed construction work.

##### 1.03 GENERAL DESCRIPTION OF WORK TO BE PERFORMED

- A. The Work included in the Contract shall be described in other parts of these Specifications.
- B. All work shall be done as described in the Specifications and as shown on the Drawings, complete, tested and ready for operation.

##### 1.04 WORK SEQUENCE

- A. All work to be done under the Contract shall be done with minimum inconvenience to the public. The Contractor shall coordinate his work with private property owners such that existing services are maintained to all users at all times.
- B. Construct Work in stages to accommodate the Owner's use of the premises during the construction period; coordinate the construction schedule and operations with the Engineer.



- C. Construct the Work in stages to provide for public convenience. Do not close off use of facilities until completion of one stage of construction will provide alternative usage.

#### 1.05 CONSTRUCTION AREAS

- A. Contractor shall limit his use of the construction areas for Work and for storage, to allow for:
  - 1. Work by other contractors.
  - 2. Owner use.
  - 3. Public use.
- B. Coordinate use of work site under direction of Engineer.
- C. Assume full responsibility for the protection and safekeeping of products under this Contract, stored on the site.
- D. Move any stored products, under Contractor's control which interfere with operations of the Owner or other contractors.
- E. Obtain and pay for the use of additional storage or work areas needed for operations.

#### 1.06 OWNER OCCUPANCY

- A. Owner will have full access to and use of all existing facilities during the entire period of construction for the conduct of normal operations. Cooperate with Engineer in all construction operations to minimize conflict and to facilitate Owner usage.

#### 1.07 PARTIAL OWNER OCCUPANCY

The Contractor shall schedule his operations for completion of portions of the Work, as designated, for the Owner's occupancy prior to Substantial Completion of the entire Work.

#### 1.08 PLANS AND SPECIFICATIONS

- A. Specifications

The Technical Specifications consist of three parts: General, Products, and Execution. The General section contains general requirements which govern the work. The Products and Execution actions modify and supplement these by detailed requirements of the work and shall always govern whenever there appears to be a conflict.

B. Intent

All work called for in the Specifications applicable to the Contract but not shown on the Plans in their present form or vice versa shall be of like effect as if shown or mentioned in both. Work not specified in either the Plans or in the Specifications but involved in carrying out their intent or in the complete and proper execution of the work is required and shall be performed by the Contractor as though it were specifically delineated or described.

The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.

C. Conflict between Drawings and Specifications

Where an obvious conflict exists between the Plans and Specifications, the Engineer shall decide which governs and the Contractor shall comply with the decision. Such decision shall not be grounds for additional payment to the contractor, i.e., the Contractor shall include the price of the most expensive alternative in his bid.

END OF SECTION

## SECTION 01150

### MEASUREMENT AND PAYMENT

#### PART 1 - GENERAL

##### 1.01 SCOPE OF WORK

- A. The scope of this section defines the items included in each bid item. Payment will be made based on the specified items included in the description in this section for each bid item.
- B. All contract prices included in the bid form will be full compensation for all labor, materials, tools, equipment and incidentals necessary to complete the construction as shown on the Drawings and/or as described in the Specifications to be performed under this contract. Actual quantities of each item bid on a unit price basis will be determined upon completion of the construction. Payment for all items in the bid form will constitute full compensation for all work to be performed under this Contract.

#### PART 2 - PRODUCTS (NOT USED)

#### PART 3 – EXECUTION (NOT USED)

#### PART 4 – MEASUREMENT AND PAYMENT

##### 4.01 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

###### A. MEASUREMENT

These items include the furnishing of materials, labor, and all other necessary work, materials, and incidentals, for the complete removal and satisfactory disposal of piping, conduits, culverts, concrete walks, and/or asphalt pavement designated for removal, headwalls, retaining walls, blocks, or any other items designated, Removal of Structures and Obstructions, of the Specifications and/or the Drawings, such as conflicting structures, debris, and any other obstructions or structures not designated to or permitted to remain as set forth in the Drawings. It shall also include the removal and reinstallation of those items which may interfere with the construction, such as property fences.

###### B. PAYMENT

Payment shall be according to the following items designated in Section 00005, Bid Form

Removal of Structures and Obstructions – **LUMP**

Removal of Asphalt Pavement - **SQYD**

Removal of Concrete Walks and Drives - **SQYD**

Removal of Pipe – **LNFT**

#### 4.02 EMBANKMENT

##### A. MEASUREMENT

Unless otherwise specified, borrow material, top soil, and plastic soil for slopes will be considered incidental to the embankment and will not be measured separately, but will be measured as embankment. No measurement will be made for excavation for culverts or culvert headwalls.

##### B. PAYMENT

Plastic soil blanket and topsoil will be included in the pay volume for the embankment. Payment for cleaning existing ditches will be made at the contract unit price per linear foot, which includes furnishing and placing required backfill material, and disposing of removed material.

Payment shall be according to the following items designated in Section 00005, Bid Form

Embankment – **CUYD**

Cleaning Existing Ditches - **LNFT**

#### 4.03 TEMPORARY EROSION CONTROL

##### A. MEASUREMENT

Measure the number of hay bales placed; and silt fencing measured along ground surface; the number of sediment basins and sediment check dams.

##### B. PAYMENT

Temporary Baled Hay will be paid for directly when used other than in construction of Temporary Sediment Check Dams. When baled hay is used in construction of sediment check dams, payment will be made under that item. Payment used to correct unforeseen conditions will be made at the contract unit price for similar devices shown on the plans, or as extra work if plan details are not applicable.

Payment shall be according to the following items designated in Section 00005, Bid Form

Temporary Hay Bales – **EACH**

Temporary Sediment Check Dams (Hay) – **EACH**

Temporary Sediment Check Dams (Stone) – **EACH**

Temporary Silt Fencing - **LNFT**

4.04 CLASS II BASE COURSE

A. MEASUREMENT

The quantities of Class II base course for payment will be the design volumes or areas specified in the plans and adjustments thereto. Design quantities are based on horizontal dimensions and compacted thickness of the completed base course shown on the plans. Design quantities will be adjusted if the engineer makes changes to adjust to field conditions, if plans errors are proven, or if design changes are necessary. Geotextile Fabric used beneath the base course will not be measured for payment.

B. PAYMENT

Payment for Class II base course will be made at the contract unit price.

Payment shall be according to the following item designated in Section 00005, Bid Form

Class II Base Course (6" Thick) (Crushed Stone) – **SQYD**

4.05 AGGREGATE SURFACE COURSE

A. MEASUREMENT

Aggregate used for traffic maintenance surfacing will be measured at the point of delivery by the cubic yard in approved hauling vehicles. No adjustment factor will be used.

B. PAYMENT

Payment shall be according to the following item designated in Section 00005, Bid Form

Traffic Maintenance Surfacing (Aggregate) (Vehicular Measurement) –

**CUYD**

4.06 ASPHALT CONCRETE MIXTURES

A. MEASUREMENT

Measure asphalt concrete by the ton of 2000 pounds. Provide stamped printer tickets with each truckload of material delivered denoting JMF number and plan tonnage. Material lost, wasted, rejected or applied contrary to specifications will not be measured for payment.

Estimated quantities of asphalt concrete shown on the plans are based on 110 lb/sq yd/inch thickness.

B. PAYMENT

Payment for all mixes will be at the contract unit price of asphalt mixture accepted on the roadway. Payment for asphalt concrete will include furnishing all required materials, producing the mixtures, preparing the surfaces on which the mixtures are placed, hauling the mixtures to the work site, and placing and compacting the mixtures. When the mixture does not meet requirements, payment adjustments shall be assessed.

Payment shall be according to the following item designated in Section 00005, Bid Form

Asphalt Concrete, Drives, Turnouts, and Miscellaneous – **TON**

4.07 STORM DRAINS

A. MEASUREMENT

Measurement of work for payment of this item shall be the actual linear footage of drainage pipe or culverts installed, and accepted as specified and shown on the plans. Excavation required for pipe installation will not be measured for payment. Furnishing and placing backfill material below existing ground level for pipes will not be measured for payment. Backfill materials needed to complete backfill above natural ground will be measured for payment under applicable earthwork items.

B. PAYMENT

Payment will be made at the contract unit price which shall include all pipe, backfill material, timber planks, compaction, shoring, connection bands, stub-in's, lateral culvert tie-ins, gaskets, fillers, concrete, grout, steel, excavation and reshaping and cleaning existing ditches and specified culverts. Payment shall constitute full compensation for furnishing all materials, labor, equipment and incidentals to complete this task.

Payment shall be according to the following items designated in Section 00005, Bid Form

Storm Drain Pipe Arch (24" Equiv. RCPA) – **LNFT**

Storm Drain Pipe Arch (30" Equiv. RCPA) – **LNFT**

Storm Drain Pipe Arch (36" Equiv. RCPA) - **LNFT**

4.08 CATCH BASINS

A. MEASUREMENT

Measurement will be made per each catch basin including grate and framing constructed to the lines and grades shown in the plans and accepted by the Engineer. Excavation and backfill required for installation of these units will not be measured for payment. Dewatering shoring and bracing needed to meet OSHA requirements are considered incidental to the work will not be measured for payment

B. PAYMENT

Payment will be made at the contract unit price which shall include all materials, labor, equipment and incidentals to complete this task per the Plans and Specifications.

Payment shall be according to the following items designated in Section 00005, Bid Form

Catch Basin (CB-02) – **EACH**

Catch Basin (CB-SD02) - **EACH**

4.09 CONCRETE WALKS

A. MEASUREMENT

Quantities of concrete walks for payment will be the design quantities as specified on the plans and adjustments thereto. Design quantities will be adjusted if the engineer makes changes to adjust to field conditions, if design errors are proven or if design changes are made. Excavation, backfill, reinforcing steel and joint materials will not be measured for payment. Handicap curb ramps, including detectable surface warning system will not be measured for payment.

B. PAYMENT

Payment for concrete walks will be made at the contract unit price per square yard.

Payment shall be according to the following item designated in Section 00005, Bid Form

Concrete Walks (4" Thick) – **SQYD**

#### 4.10 TEMPORARY SIGNS AND BARRICADES

##### A. MEASUREMENT

Temporary construction signs, barricades and related devices will be paid for at the contract lump sum price in accordance with the following schedule:

PERCENT OF TOTAL CONTRACT AMOUNT EARNED	ALLOWABLE PERCENT OF LUMP SUM PRICE FOR TEMPORARY SIGNS AND BARRICADES
Initial Erection	20
25	40
50	60
75	80
100	100

##### B. PAYMENT

Payment shall be according to the following item designated in Section 00005, Bid Form

Temporary Signs and Barricades – **LUMP**

#### 4.11 BEDDING MATERIAL

##### A. MEASUREMENT

Measurement of work for payment of this item shall be the actual number of cubic yards of material used and placed based on the theoretical volume as specified and as shown on the drawings under the supervision and recommendations only of the Project Engineer.

##### B. PAYMENT

Payment of the amount bid for this item shall be full compensation for furnishing all labor, materials, equipment and incidentals required to completed the installation of the bedding material as specified.

Payment shall be according to the following item designated in Section 00005, Bid Form

Bedding Material – **CUYD**



#### 4.12 MOBILIZATION

##### A. MEASUREMENT

Measurement of work for payment of this item shall be on a lump sum basis as established in the bid, and broken down in accordance with Section 01370.

##### B. PAYMENT

Payment shall be based on preparatory work and operations to include, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; the establishment of all construction offices, and other facilities necessary for work on the project and the cost of bonds.

Partial payments for mobilization will be made in accordance with the following schedule up to a maximum of 3% of the original total contract amount, including this item, and payment of any remaining amount will be made upon completion of all work under the contract. No price adjustment will be made for this due to changes and or extensions of time and any increased mobilization cost incurred by the Contractor due to any additional work occasioned by such changes.

Payments will be made as follows:

- a. 1<sup>st</sup> Payment Request – Invoiced cost for Bond, and any other work as required and substantiated in accordance with Section 01370.
- b. Remaining Payment Request – Invoiced and verified as per the Schedule of Prices.
- c. Final Payment – Remaining amount of lump sum due for this item.

If the Contract is canceled by the Owner, the Contractor will be paid for the actual cost for mobilization at the time of cancellation, which cost shall not exceed the total amount bid under this item.

Nothing herein shall be construed to limit or preclude partial payment otherwise provided by the Contract.

Payment shall be according to the following item designated in Section 00005, Bid Form

Mobilization – **LUMP**

#### 4.13 HYDRO-SEEDING

##### A. MEASUREMENT

Quantities for hydro-seeding will be measured by the acre.

##### B. PAYMENT

Payment for hydro-seeding will be made at the contract unit price per acre and shall include the seed, mulch, tackifier, lime, fertilizer, water and bed preparation as a system and all labor and equipment necessary to complete the work.

Payment shall be according to the following item designated in Section 00005, Bid Form

Hydro-seeding - **ACRE**

#### 4.09 RELOCATION OF INFRASTRUCTURE

##### A. MEASUREMENT

Measurement of work for payment of this item shall be the actual relocation cost of utilities by the utility company in areas outside of the Parish right-of-way. The Contractor shall pay the utility company directly and invoice the owner for the same amount.

##### C. PAYMENT

Payment shall be according to the following item designated in Section 00005, Bid Form

Relocation of Infrastructure Items – **LUMP**

END OF SECTION

## SECTION 01152

### APPLICATIONS FOR PAYMENT

#### PART 1 - GENERAL

##### 1.01 REQUIREMENTS INCLUDED

- A. Submit Applications for Payment to the Engineer in accord with the General Conditions and in the form required by the Owner.

##### 1.02 FORMAT AND DATE REQUIRED

- A. Submit applications typed on forms provided by the Engineer, Application for Payment, with itemized Schedule of Values data typed on 8-1/2 inch x 11 inch white sheets.
- B. Provide detailed substantiating data on additional sheets, including paid invoices where applicable.

##### 1.03 PREPARATION OF APPLICATION FOR PROGRESS PAYMENTS

- A. Application Form:
  - 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
  - 2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
  - 3. Execute certification with signature of a responsible officer of the Contractor.
- B. Continuation Sheets:
  - 1. Fill in total list of all scheduled component items of work, with item number and scheduled dollar value for each item.
  - 2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored.
  - 3. List each Change Order executed prior to date of submission by Change Order Number and description.
  - 4. To receive payment for materials stored on site, submit copies of the original paid invoices with the application for payment.

#### 1.04 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. Provide substantiating data containing suitable information for review of costs requested with the applications for progress reports identifying:
  - 1. The payment item to which the substantiating data applies.
  - 2. Application number and date.
  - 3. Detailed list of enclosures.
  - 4. For stored materials:
    - a. Item number and identification as shown on the application.
    - b. Description of specific material.
- B. Submit one copy of data for each copy of application for payment.

#### 1.05 PREPARATION OF APPLICATION FOR FINAL PAYMENT

- A. Fill in Application form as specified for progress payments.

#### 1.06 SUBMITTAL PROCEDURE

- A. Submit applications for payment to the Engineer at the times stipulated in the General Conditions.
- B. Initially a pencil draft application shall be informally submitted to the Engineer who shall review the draft with the Contractor and make adjustments as appropriate. The Contractor shall then prepare a formal typed application using the informally approved amounts and submit four (4) complete sets to the Engineer.
- C. When the Engineer finds the application properly completed and correct, as informally approved, he will transmit it to the Owner for payment with a copy to the Contractor.

END OF SECTION

## SECTION 01340

### SHOP DRAWINGS, PROJECT DATA, AND SAMPLES

#### PART 1 - GENERAL

##### 1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall submit to the Engineer for review and exception, if any, such working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this article called data), and material samples (hereinafter in this article called samples) as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. Within thirty (30) calendar days after the Effective Date of the Agreement, the Contractor shall submit to the Engineer a complete list of preliminary data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way relieve the Contractor from submitting complete shop drawings, data, and samples in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.

##### 1.02 CONTRACTOR'S RESPONSIBILITY

- A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the Drawings and data shall bear Contractor's stamp showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp or evidence that the Contractor has not performed the required review will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents.
- B. Determine and verify:
  - 1. Field measurements.
  - 2. Field construction criteria.
  - 3. Catalog numbers and similar data
  - 4. Conformance with Specifications and indicate all variances from the Specifications.

- C. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him by the Engineer with no exceptions taken.
- D. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than twenty-one (21) calendar days for checking and appropriate action from the time the Engineer receives them.
- E. The Contractor shall submit five (5) copies of shop drawings and descriptive or product data submittals to complement shop drawings to the Engineer which will be retained for his use. The Contractor shall submit extra sets as required for his subcontractors, his suppliers, and his own use.

### 1.03 ENGINEER'S REVIEW OF SHOP DRAWINGS

- A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation.
- B. The review of drawings and schedules will be general, and shall not be construed:
  - 1. As permitting any departure from the Contract requirements;
  - 2. As relieving the Contractor of responsibility for any errors, including details, dimensions, and materials;
  - 3. As approving departures from details furnished by the Engineer, except as otherwise provided herein.
- C. If the drawings or schedules as submitted describe variations per subparagraph (1.04.C), and show a departure from the Contract requirements which Engineer finds to be in the interest of the Owner and to be so minor as not to involve a change in Contract Price or Time, the Engineer may return the reviewed drawings without noting any exception.
- D. When reviewed by the Engineer, each of the Shop Drawings will be identified as having received such review being so stamped and dated. Shop Drawings stamped "NOT APPROVED" and with required corrections shown will be returned to the Contractor for correction and resubmittal.
- E. Resubmittals will be handled in the same manner as first submittals. The Contractor shall direct specific attention to revisions other than the corrections requested by the Engineer on previous submissions by written details or marking on the resubmitted Shop Drawings. The Contractor shall make any corrections required by the Engineer.

- F. If the Contractor considers any correction indicated in the drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the Engineer.
- G. The Engineer will review a submittal/resubmittal a maximum of three (3) times after which cost of review will be borne by the Contractor. The cost of engineering shall be equal to the Engineer's charges to the Owner under the terms of the Engineer's agreement with the Owner.
- H. When the Shop Drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions or approval from the Engineer.
- I. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor, and will be considered "NOT APPROVED" until resubmitted.

#### 1.04 SHOP DRAWINGS

- A. Shop drawings shall be complete and detailed.
- B. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.
- C. Each Shop Drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:
  - 1. Number and title of the drawing.
  - 2. Date of drawing or revision.
  - 3. Name of project building or facility.
  - 4. Name of Contractor and subcontractor submitting drawing.
  - 5. Clear identification of contents and location of the work.
- D. If drawings show variations from Contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such drawings have been reviewed.

- E. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material as required. Materials and equipment lists shall give for each item thereon the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.
- F. The Contractor shall provide a list including the equipment name, address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained for all mechanical and electrical equipment furnished.
- G. All manufacturers or equipment suppliers who proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required shop drawings. The installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least one (1) year.
- H. Before final payment is made, the Contractor shall furnish to Engineer five (5) sets of record shop drawings all clearly revised, complete and up to date showing the permanent construction as actually made for all reinforcing and structural steel, miscellaneous metals, process and mechanical equipment, yard piping, electrical system and instrumentation system.

END OF SECTION



## SECTION 01370

### SCHEDULE OF VALUES

#### PART 1 - GENERAL

##### 1.01 REQUIREMENTS INCLUDED

- A. Submit to the Engineer a Preliminary Schedule of Values in accordance with Article 24 of the General Conditions.
- B. Upon request of the Engineer, support the values with data which will substantiate their correctness.
- C. Refine the Schedule of Values to provide a detailed schedule and submit to the Engineer at least ten days prior to the first Application for Payment. The final Schedule of Values shall be used only as the basis for the Contractor's Applications for Payment.

##### 1.02 FORM AND CONTENT OF SCHEDULE OF VALUES

- A. Type schedule on 8-1/2 inch X 11 inch or 8-1/2 inch X 14 inch white paper. Contractor's standard forms and automated printout will be considered for approval by the Engineer upon Contractor's request. Identify schedule with:
  - 1. Title of Contract and location.
  - 2. Engineer and Contract numbers.
  - 3. Name and Address of Contractor.
  - 4. Contract designation.
  - 5. Date of submission.
- B. Schedule shall list the installed value of the component parts of the Work in sufficient detail to serve as basis for computing values for progress payments during construction.
- C. Identify each line item with the number and title of the respective major section of the specifications.
- D. For each major line item list sub-values of major products or operations under the item.

- E. For the various portions of the Work:
  - 1. Each item shall include a directly proportional amount of the Contractor's overhead and profit.
  - 2. For items on which progress payments will be requested for stored materials, break down the value into:
    - a. The cost of the materials, delivered and unloaded, with taxes paid. Paid invoices are required for materials upon request by the Engineer.
    - b. The total installed value.
- F. Follow the Bid Form Schedule of Prices as the format for listing component items.
- G. The sum of all lump sum values listed in the schedule shall equal the total Contract Sum.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

## SECTION 01410

### TESTING LABORATORY SERVICES

#### PART 1 - GENERAL

##### 1.01 REQUIREMENTS INCLUDED

- A. Owner will employ and pay for the services of an Independent Testing Laboratory to perform testing specifically indicated on the Contract Documents or specified in the Specifications and may at any other time elect to have materials and equipment tested for conformity with the Contract Documents.
  - 1. Contractor shall cooperate with the laboratory to facilitate the execution of its required services.
  - 2. Employment of the laboratory shall in no way relieve Contractor's obligations to perform the work of the Contract.

##### 1.02 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

Laboratory is not authorized to:

- A. Release, revoke, alter or enlarge on requirements of Contract Documents.
- B. Approve or accept any portion of the Work.
- C. Perform any duties of the Contractor.

##### 1.03 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel, provide access to Work, to Manufacturer's operations.
- B. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
- C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other materials mixes which require control by the testing laboratory.
- D. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacture or fabrication. Standard specifications for quality and workmanship are indicated in the Contract Documents. The Engineer may require the Contractor to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the standard specifications for quality and workmanship indicated in the Contract

Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.

- E. Furnish incidental labor and facilities:
  - 1. To provide access to Work to be tested.
  - 2. To obtain and handle samples at the Project site or at the source of the product to be tested.
  - 3. To facilitate inspections and tests.
  - 4. For storage and curing of test samples.
- F. Notify laboratory at least 24 hours in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
- G. If the test results indicate the material or equipment complies with the Contract Documents, the Owner shall pay for the cost of the testing laboratory. If the tests and any subsequent retests indicate the materials and equipment fail to meet the requirements of the Contract Documents, the Contractor may pay for the laboratory costs directly to the testing firm or the total of such costs shall be deducted from any payments due the Contractor.

END OF SECTION

## SECTION 01700

### CONTRACT CLOSEOUT

#### PART 1 - GENERAL

##### 1.01 REQUIREMENTS INCLUDED

The Contractor shall comply with the requirements stated in the General Conditions and in the Specifications for administrative procedures in closing out the Work.

##### 1.02 FINAL INSPECTION

- A. When the Contractor considers the Work is substantially complete, he shall submit to the Engineer:
  - 1. A written notice that the Work or designated portion thereof is substantially complete.
  - 2. A list of items to be completed or corrected.
- B. Within a reasonable time after receipt of such notice, the Engineer will make an inspection to determine the status of completion. The Engineer's opinion as to the status of completion shall be based on completion of the work as shown on the plans and called for in the specifications.
- C. Should the Engineer determine that the Work is not substantially complete:
  - 1. The Engineer will promptly notify the Contractor in writing, giving the reasons therefore.
  - 2. Contractor shall remedy the deficiencies in the Work, and send a second written notice of substantial completion to the Engineer.
  - 3. The Engineer will reinspect the Work.
- D. When the Engineer finds that the Work is substantially complete, he will:
  - 1. Prepare and deliver to Owner a Certificate of Completion.

##### 1.03 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to the Engineer.
- B. Statement shall reflect all adjustments to the Contract Sum:
  - 1. The original Contract Sum.

2. Additions and deductions resulting from:
    - a. Previous Change Orders
    - b. Unit Prices
    - c. Deductions for uncorrected Work
    - d. Penalties and Bonuses
    - e. Deductions for liquidated damages
    - f. Deductions for reinspection payments
    - g. Other adjustments
  3. Total Contract Sum, as adjusted.
  4. Previous Payments.
  5. Sum remaining due.
- C. Engineer will prepare a final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

#### 1.04 APPLICATION FOR PAYMENT

Upon receipt of approval of the final change order Contractor shall submit an Application for Payment in accordance with procedures and requirements stated in the General Conditions.

#### 1.05 CONTRACT CLEAR LIEN CERTIFICATE AND PAYMENT OF RETAINAGE

- A. Upon receipt of the Owner's Certificate of Completion, the Contractor shall make filings with the Recorder of Mortgages, as required by Louisiana State Public Contract Statute.
- B. In accordance with the Louisiana State Public Contract Statute, the Recorder of Mortgages shall issue a Clear Lien and Privilege Certificate upon expiration of a period of not less than forty-five (45) days, provided no liens are recorded against the project.
- C. Upon receipt of the Clear Lien and Privilege Certificate, the Contractor shall submit an application for payment to the Engineer requesting the release of the project retainage with the certificate attached as evidence of authority for the Owner to pay the retainage.

- D. The Engineer shall review the application for payment of the project retainage and if in order shall transmit the application to the Owner for payment.
- E. In accordance with the General Conditions, the Owner shall release, the project retainage and make payment to the Contractor the legal sum of the retainage for which the Contractor is entitled.

END OF SECTION

## SECTION 01710

### CLEANING

#### PART 1 - GENERAL

##### 1.01 REQUIREMENTS INCLUDED

- A. Cleaning shall include daily “policing” of the work and surrounding areas to clear general debris, waste paper, wood scraps, broken concrete, and other objectionable material along with the final cleanup of site(s) required for project acceptance.

##### 1.02 DISPOSAL REQUIREMENTS

Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

#### PART 2 – PRODUCTS (NOT USED)

#### PART 3 – EXECUTION

##### 3.01 DURING CONSTRUCTION

- A. Execute daily cleaning to keep the Work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.
- B. Provide onsite containers for the collection of waste materials, debris and rubbish. All waste materials including containers, food debris and other miscellaneous materials must be disposed of daily in onsite containers.
- C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

##### 3.02 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
- D. Prior to final completion or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas to verify that the entire Work is clean.

END OF SECTION



## Technical Specifications

All work under this project shall be as per latest *Technical Specifications of LADOTD Standard Specifications for Roads and Bridges*. All references to sections and subsections of project Specifications shall be as per section and subsections of the *LADOTD Standard Specifications for Roads and Bridges*, latest edition with revisions, amended and augmented. When the term department is used in this specification, it shall mean Engineer and or Owner.

Quality assurance requirements shall be as specified in the latest edition of the LADOTD's publication. Erosion control shall be in accordance with Section 204 of LADOTD Standards, latest edition and project contract documents.

The completed and accepted work, measured will be paid for at the contract unit price which shall include all labor, equipment, materials, and incidentals necessary for completing the work in accordance with the Plans and Specifications.

Concrete pavement item cost shall include reinforcements.

Earthwork for the project shall be paid under Embankment. Contractor shall verify all earth work quantities before starting any work. It is the intent to pay bid quantity for earthwork. Contractor shall coordinate with engineer if they come up with different quantities then bid quantities before starting any work.

**DOTD**  
**Standard Specifications**  
**For**  
**Roads and Bridges**

**2016**  
**EDITION**

	<b>Section</b>
<b>Removal or Relocating Structures and Obstructions.....</b>	<b>202</b>
<b>Excavation and Embankment.....</b>	<b>203</b>
<b>Temporary Erosion Control .....</b>	<b>204</b>
<b>Class II Base Course.....</b>	<b>302</b>
<b>Traffic Maintenance Aggregate.....</b>	<b>402</b>
<b>Asphalt Concrete.....</b>	<b>502</b>
<b>Storm Drain Pipe.....</b>	<b>701</b>
<b>Catch Basins.....</b>	<b>702</b>
<b>Concrete Walks.....</b>	<b>706</b>
<b>Temporary Signs and Barricades.....</b>	<b>713</b>
<b>Bedding Material.....</b>	<b>726</b>

**Mobilization.....727**  
**Hydro-seeding.....739**

## SECTION 10100

### RELOCATION OF INFRASTRUCTURE ITEMS

#### GENERAL

The cost for relocating, repairing, replacing or removing any unforeseen utilities or structures; such as water, sewer, gas, power and subsurface drainage systems, which are in conflict with the items to be installed under this project, shall be paid under item "Relocation of Infrastructure Items" of bid form and shall include all labor, equipment, and materials necessary for proper performance of this work. Such work shall be paid for only when the work is deemed necessary (by Engineer or Owner) for performance of this contract. Relocation, repair, or removal of any items for the Contractor's convenience will be paid for by the Contractor. When the costs for necessary relocation, repairs, or removal are to be paid for by the Owner, the Contractor shall keep accurate records of all time, materials, and equipment used and shall submit a copy of said record on a daily basis (same day) to the Resident Project Representative for review. The cost for this work included in the bid forms is a projected budget cost. Upon completion of the work, the total contract price shall be adjusted accordingly.

The cost of removal, replacement, or relocation of any other utilities, within a Parish R.O.W shall be borne by the respective companies provided the work is required for proper performance of this contract. If any of these utilities are outside the Parish R.O.W. and require removal, repair, replacement and relocation, the Contractor shall inform the respective utility company for performing the work. The cost of such work shall be reimbursed to the utility company (if applicable) by the Contractor, payment for which will be made to the Contractor under item "Relocation Of Infrastructure Items", subject to approval by the Engineer. All utilities owned by the Parish requiring relocation due to conflicts shall be performed by the Contractor, and payment for the work will be made under item "Relocation of Infrastructure Items".

Utilities not properly located and subsequently broken or disturbed by the Contractor shall not be considered under this item, "Relocation of Infrastructure Items", for reimbursement. In such a case, it shall be the Contractor's responsibility to remedy the claim with the proper utility company at not cost to the Owner or the Engineer.

END OF SECTION