

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT**

**PROJECT MANUAL**

**FOR**

**PARISH PROJECT NO. 23-SEW-01**

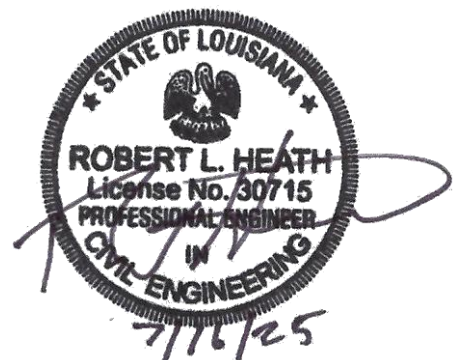
**North Plant Main Pump Station Pump  
Replacement,  
A Part of NTP UV Disinfection Project**

**JASON W. BERGERON - PARISH PRESIDENT**

**TERREBONNE PARISH COUNCIL MEMBERS**

BRIEN PLEDGER	(1)
CARL "CARLEE" HARDING	(2)
CLAYTON "C.J." VOISIN, JR.	(3)
JOHN AMEDEÉ	(4)
CHARLES "KEVIN" CHAMPAGNE	(5)
CLYDE HAMNER	(6)
DANIEL "DANNY" BABIN	(7)
"KIM" CHAUVIN	(8)
STEVE TROSCLAIR	(9)

Prepared By:  
GREENPOINT ENGINEERING



## GENERAL TABLE OF CONTENTS

	Page No.
<b>SECTION A - INVITATION TO BIDDERS</b> .....	A-4
<b>SECTION B - INSTRUCTION TO BIDDERS</b> .....	B-1
1.0 Defined Terms .....	B-1
2.0 Copies of Bidding Documents .....	B-2
3.0 Examination of Contract Documents and Site.....	B-3
4.0 Interpretations and Addenda .....	B-4
5.0 Bid Security .....	B-5
6.0 Contract Time .....	B-5
7.0 Liquidated Damages .....	B-6
8.0 Substitute Material and Equipment of "Or-Equal" Items .....	B-6
9.0 Proposal Document Forms.....	B-7
10.0 Preparation and Submission of Bids .....	B-7
11.0 Modification and Withdrawal of Bids .....	B-8
12.0 Opening of Bids .....	B-9
13.0 Bids to Remain Open .....	B-9
14.0 Award of Contract.....	B-9
<b>SECTION C – PROPOSAL FORMS</b> .....	C-1
Louisiana Uniform Public Works Bid Form.....	C-1
Unit Price Form.....	C-2
<b>SECTION D -Low Bidder Additional Information and Documentation</b> .....	D-1
15.0 Due Within 10 Days From Opening Of Bid .....	D-1
16.0 Due Within 10 Days Of Receipt Of Notice Of Award .....	D-3
E-Verification Form (Sample) .....	D-5
Criminal Attestation Affidavit (Sample) .....	D-6
<b>SECTION E- Reserved</b>	

<b>SECTION F - STANDARD FORM OF AGREEMENT BETWEEN</b>	
OWNER AND CONTRACTOR .....	F-1
Article 1 Work .....	F-1
Article 2 Engineer .....	F-1
Article 3 Contract Time .....	F-1
Article 4 Contract Price.....	F-2
Article 5 Payment Procedure .....	F-2
Article 6 Contractor's Representations.....	F-3
Article 7 Miscellaneous .....	F-3
Article 8 Contract Documents.....	F-4
<b>SECTION G - CONTRACTOR'S AFFIDAVIT .....</b>	<b>G-1</b>
<b>SECTION H - PERFORMANCE BOND .....</b>	<b>H-1</b>
<b>SECTION I - GENERAL CONDITIONS.....</b>	<b>I-1</b>
Article 1 Definitions.....	I-1
Article 2 Preliminary Matters .....	I-5
Article 3 Contract Documents; Intent, Amending, Re-use .....	I-6
Article 4 Availability of Lands; Physical Conditions Ref. Points .....	I-9
Article 5 Bonds and Insurance .....	I-13
Article 6 Contractor's Responsibilities.....	I-22
Article 7 Other Work .....	I-33
Article 8 Owner's Responsibilities.....	I-35
Article 9 Engineer's Status During Construction .....	I-36
Article 10 Changes in the Work.....	I-38
Article 11 Change in Contract Price .....	I-41
Article 12 Change of Contract Time.....	I-47
Article 13 Warranty and Guarantee; Test & Inspections; Correction, Removal or Acceptance of Defective Work .....	I-49
Article 14 Payments to Contractor and Completion .....	I-53
Article 15 Suspension of Work & Termination .....	I-59
Article 16 Dispute Resolution.....	I-61
Article 17 Miscellaneous .....	I-62
Exhibit "B" Quality Control Daily Reports .....	I-64

## **SECTION K - TECHNICAL SPECIFICATIONS**

<b>DIVISION 01</b>	<b>GENERAL REQUIREMENTS</b>
01010	SUMMARY OF WORK
01025	MEASUREMENT AND PAYMENT
01026	SCHEDULE OF VALUES
01027	APPLICATIONS FOR PAYMENT
01046	CONTROL OF WORK
01153	CHANGE ORDER PROCEDURES
01170	SPECIAL PROVISIONS
01200	PROJECT MEETINGS
01300	SUBMITTALS
01311	CONSTRUCTION SCHEDULING
01600	MATERIALS AND EQUIPMENT
01700	CONTRACT CLOSEOUT
01710	CLEANING
01720	PROJECT RECORD DOCUMENTS
<b>DIVISION 02</b>	<b>SITE CONSTRUCTION</b>
02050	DEMOLITION AND MODIFICATIONS
<b>DIVISION 15</b>	<b>MECHANICAL</b>
15072	DUCTILE IRON PIPE AND FITTINGS (NON-BURIED)

## SECTION A

### INVITATION TO BIDDERS

Sealed bids will be received on **September 25, 2025** by the Terrebonne Parish Consolidated Government (TPCG) Purchasing Division at 301 Plant Road Houma, LA 70363 until 2:00 P.M as shown on the Purchasing Division Conference Room Clock, and TPCG shall at that time and place publicly open the bids and read them aloud.

Bid documents are posted on <http://www.centrauctionhouse.com/rfp.php?cid=65>. To view these, download, and receive bid notices by e-mail, you must register with Central Auction House (CAH). Vendors/Contractors have the option to submit their bids electronically or by paper copy. For information about the electronic submittal process, contact Bobby Callender with CAH at 225-810-4814.

**Each bid shall be either hand delivered by the bidder or his agent, or such bid shall be sent by United States Postal Service registered or certified mail with a return receipt requested or shall be submitted electronically with CAH. Bids shall not be accepted or taken, including receiving any hand delivered bids, on days which are recognized as holidays by the United States Postal Service.**

**The mailing address for bids is:   TPCG Purchasing Division  
301 Plant Road  
Houma, Louisiana 70363**

No bid received after the scheduled time for opening will be considered. Failure of the U.S. Mail to deliver the bids timely shall not be considered due cause for the scheduled time of the bid opening to be extended.

**Project Name:**                   **North Plant Main Pump Station Pump Replacement,  
A Part of NTP UV Disinfection Project**

**Project No:**                   **23-SEW-01**

**Project Description:**       Replacement of the pumps at the Main Pump Station at  
Terrebonne Parish's North WWTP.

Bids must be submitted on the Louisiana Uniform Public Works Bid Form furnished with the Bidding Documents. A single set of Bidding Documents shall be issued at the cost of reproduction to contractors who are licensed by the Licensing Board of Contractors.

This Project shall require a Louisiana Contractors license number for HEAVY CONSTRUCTION.

Bidding Documents (including but not limited to plans, specifications, bid forms, and addenda) may be obtained at the following locations:

Electronic copies: [www.centralauctionhouse.com](http://www.centralauctionhouse.com)

Paper copies: To view or obtain paper copies, please contact GreenPoint Engineering, LLC., at 701 Loyola Drive, New Orleans, Louisiana 70113. The bidder's cost for each set of documents is \$100.00, which is the cost of reproduction. Deposits on the first set of documents, furnished to bona fide prime bidders will be fully refunded upon return of the documents, in good condition, no later than ten (10) calendar days after receipt of bids. All sets furnished to subcontractors and suppliers will be non-refundable. Good condition as free of all pencil, pen, highlighter, and other marks, free of significant tears, and free of missing sheets or pages. Partial sets of documents will not be issued.

Please contact Andrew Brocato, P.E. at 504-708-2020 ext. 108 for any clarification or information with regard to the specifications.

A Non-mandatory Pre-Bid Conference will be held on September 10, 2025 at 10:00 A.M. CST at the TPCG Pollution Control Division located at 2000 St. Louis Canal Road Houma, LA 70364.

The Terrebonne Parish Consolidated Government reserves the right to reject any and all bids in accordance with Louisiana State Bid Law.

---

/s/ Jason W. Bergeron

JASON W. BERGERON PARISH PRESIDENT  
TERREBONNE PARISH CONSOLIDATED GOVERNMENT

PUBLISH:

August 29, 2025  
September 5, 2025  
September 12, 2025

Sent to Courier August 26, 2025

## SECTION B

### INSTRUCTIONS TO BIDDERS

#### 1.0 DEFINED TERMS

1.1 Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract have the meanings assigned to them in the Standard General Conditions and the Supplementary Conditions.

1.2 Other terms used in the Bidding Documents and not defined elsewhere have the following meanings which are applicable to both the singular and plural thereof:

Addenda - Written or graphic instruments issued prior to the date for opening of Bids which may interpret or modify the Bidding Documents by additions, deletions, clarifications, or corrections.

Alternate – An item on the bid form that may either increase or decrease the quantity of work or change the type of work within the scope of the project, material, or equipment specified in the bidding documents or both. The owner may or may not incorporate an alternate into the contract at the time of contract award.

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

Louisiana Uniform Public Works Bid Form (Bid Form) - The written offer of the Bidder on the bid forms furnished within the Bidding Documents for the Work proposed.

Bid – A complete signed proposal to perform work or a designated portion for a stipulated sum in accordance with the bidding documents.

Bidder - An entity or person who submits a bid for a contract with the owner. A bidder is not a contractor on a specific project until a contract is executed between the bidder and the owner.

Successful Bidder - The lowest responsible and responsive Bidder to whom OWNER (on the basis of OWNER'S evaluation as hereinafter provided) makes an award.

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

Bidding Documents – means the bid notice or invitation to bidders, plans and specifications, instructions to bidders, bid form, addenda, special provisions, and all other written instruments prepared by or on behalf of a public entity for use by prospective

bidders on a public contract.

Legal Alien - Is a person who is or was lawfully present or permanently residing legally in the United States and allowed to work at the time of employment and remains so throughout the duration of that employment.

Owner – The public entity issuing the bid.

Public entity – Means and includes the state of Louisiana, or any agency, board, commission, department, or public corporation of the state, created by the constitution or statute or pursuant thereto, or any political subdivision of the state, including but not limited to any political subdivision as defined in Article VI Section 44 of the Constitution of Louisiana, and any public housing authority, public school board, or any public officer whether or not an officer of a public corporation or political subdivision.

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

Qualifications Submittals - The information required on AIA Document A305, and as required the Preliminary Progress Schedule, the Bid Breakdown and Subcontractor Qualifications Statement List.

Status Verification System - Means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996, 8 U.S.C. 1324(a), and operated by the United States Department of Homeland Security, known as the “E-Verify” program.

Unit Price – The amount stated on the bid form representing the price per unit of materials and/or services.

## **2.0 COPIES OF BIDDING DOCUMENTS**

2.1 A single complete set of the Bidding Documents may be obtained as set forth in the Invitation to Bidders.

2.2 Complete sets of Bidding Documents should be used in preparing Bids; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 OWNER and ENGINEER, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.



### **3.0 EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

3.1 Before submitting a Bid it is recommended that each Bidder (a) examine the Bidding Documents thoroughly, (b) visit the site to become familiar with local conditions that may in any manner affect cost, progress, performance or furnishing of the Work, (c) familiarize himself with and consider federal, state and local Laws and Regulations that may in any manner affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Bidding Documents, and (e) notify ENGINEER of all conflicts, errors or discrepancies in the Bidding documents.

3.2 Review the Supplementary Conditions for identification of:

3.2.1 those reports of explorations and tests of subsurface conditions at the site which have been utilized by ENGINEER in preparation of the Bidding Documents. Bidder may rely upon the accuracy of the technical data contained in such reports but not non-technical data, interpretations or opinions contained therein or for the completeness thereof for the purposes of Bidding or construction.

3.2.2 those drawings of physical conditions in or relating to existing surface and subsurface conditions (except Underground Facilities) which are at or contiguous to the site which have been utilized by ENGINEER in preparation of the Bidding Documents. Bidder may rely upon the accuracy of the technical data contained in such drawings but not upon the completeness thereof for the purposes of Bidding or construction.

3.2.3 Copies of subsurface soil investigation reports and drawings will be made available by OWNER to any Bidder on request if such report exists. Those reports and drawings are not part of the Bidding Documents, but the technical data contained therein upon which Bidder is entitled to rely as provided in Paragraphs 3.2.1 and 3.2.2 are incorporated therein by reference. Such technical data has been identified and established in the General Conditions, Article 4.

3.3 Information or data reflected in the Bidding Documents with respect to Underground Facilities at or contiguous to the site is based upon information or data furnished to OWNER and ENGINEER by owners of such Underground Facilities or others, and OWNER does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

3.4 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in the General Conditions.

3.5 Before submitting a Bid each Bidder may, at Bidder's own expense and with OWNER's prior approval, make or obtain any additional examinations, investigations,

explorations, tests and studies and may obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may in any manner affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

3.6 On request in advance, OWNER may provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

3.7 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, access, or storage of materials and equipment are to be provided by Successful Bidder who has been awarded the Contract. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by OWNER unless otherwise provided in the Contract Documents.

3.8 Each Bidder shall inform himself of, and the Bidder awarded a Contract shall comply with, Federal, State and local laws, ordinances, rules and regulations affecting the execution of the Work and the furnishing of the necessary materials. This requirement includes, but is not limited to, applicable regulations concerning minimum wages, non-discrimination in employment, protection of public and employee safety and health, environmental protection, fire protection and permits, and fees and licensing.

3.9 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with recommendations of this Article; that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding and Contract Documents; and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

#### **4.0 INTERPRETATIONS AND ADDENDA**

4.1 All questions about the meaning or intent of the Bidding Documents are to be directed to ENGINEER as set forth herein. Interpretations, clarifications, or modifications considered necessary by ENGINEER in response to such questions will be issued by Addenda as set forth below.

4.2 Bidders shall promptly notify ENGINEER in writing of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions. Bidders requiring clarification or interpretation of any of the Bidding Documents shall make a written request of the ENGINEER at the address in the Bidding Documents or Contract Documents.

4.3 All requests pertaining to questions about the meaning or intent of the Bidding Documents received less than ten days prior to the date for opening of Bids may not be answered unless, in the opinion of the ENGINEER, the ambiguity in the Bidding Documents is so significant that it may necessitate postponement of the Bid date and issuance of an addendum to respond to the Bidder's request.

4.4 Any interpretation, clarification, correction, or modification to the Bidding Documents shall be only by a written addendum. Interpretations, clarifications, corrections or modifications made by any other manner shall not be binding and shall not be relied upon by Bidders. Addenda shall be transmitted in accordance with Louisiana Bid Law.

4.5 Addenda may be issued to modify the Bidding Documents as deemed advisable by OWNER or ENGINEER.

**4.6 Prior to submittal of bids, each Bidder shall ascertain that he has received all addenda issued. The Bidder shall acknowledge receipt of each Addendum by completing the acknowledgment space provided on the Bid Form. Failure by a Bidder to acknowledge each individual addendum shall render that Bidder's submittal as non-responsive.**

## **5.0 BID SECURITY**

5.1 The bid must be accompanied by bid security which shall be in the amount of five (5%) percent of the proposed total contract amount. Said security can be in the form of a certified check, cashier's check, or bid bond.

5.2 The Bid Security of the Successful Bidder will be retained until such Bidder has furnished other additional information and required documentation in accordance with the bidding documents, executed the Standard Form Agreement, furnished the required payment and performance bonds, and provided the required insurance documentation whereupon the Bid Security will be returned. If the Successful Bidder fails to furnish other required documentation or to execute and deliver the Standard Form of Agreement and furnish the required bonds, OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited to OWNER. Should the OWNER be required to engage the services of an attorney in connection with the enforcement of Bids, Bidder agrees to pay OWNER's reasonable costs, including attorney fees, and all court, arbitration, or hearing costs incurred with or without suit. The Bid Security of any Bidder whom OWNER believes to have a reasonable possibility of receiving the award may be retained by OWNER until the forty-fifth (45th) day after the Bid opening or seven (7) days after the effective date of the Standard Form of Agreement.

## **6.0 CONTRACT TIME:**

The numbers of days within which, or the dates by which, the Work is to be substantially

completed and also completed and ready for Final Payment (the Contract Times) are set forth in the Standard Form of Agreement. If for any reason, a Bidder believes that the Contract Time specified is insufficient or excessive to complete the work, said Bidder shall so inform the ENGINEER at the Pre-Bid Conference or at any time prior to the deadline for the receipt of requests for clarification/interpretation. Replies may be issued by addenda in accordance with these Instructions to Bidders.

By submission of bid, Bidder acknowledges and represents that Bidder has carefully correlated the provisions in Article 3 of the Standard Form of Agreement with the other terms and conditions of the Bidding Documents and unequivocally accepts the contract time for the work and any other designated parts of the work as specified.

**7.0 LIQUIDATED DAMAGES:** By submission of bid, Bidder unequivocally accepts the liquidated damages provisions set out herein and specified in Article 3 of the Standard Form of Agreement in the event of failure, neglect or refusal to complete the work, or any designated part of the work, within the corresponding contract times.

**By submission of Bid, Bidder agrees that for each calendar day beyond the Contract Time set forth in the Agreement, and any extension thereof, that the Work remains incomplete, the Owner may retain from the total amount of the Contract Price, as Liquidated Damages the following sums: One Thousand Dollars (\$1,000.00) per calendar day.**

## **8.0 SUBSTITUTE MATERIAL AND EQUIPMENT OR "OR-EQUAL" ITEMS**

8.1 Whenever materials or equipment are specified or described in the Bidding Documents or specifications by using the name of a certain brand, make, supplier, manufacturer, or definite specification; the naming or specification of the item is only intended to denote the quality standard of the product and they do not restrict bidders to the specific brand, make, manufacturer, or specification named; that they are used only to set forth and convey to prospective bidders the general style, type, character, and quality of product desired; and that equivalent products will be acceptable. It shall be the responsibility of the professionally employed architect or engineer to determine what is considered an equivalent product on any and all projects in which he has been legally employed to perform his professional services.

8.2 With respect to equal brand products other than those specified:

(1) The name of a certain brand, make, manufacturer, or definite specifications is to denote the quality standard of the article desired, but does not restrict bidders to the specific brand, make, manufacturer, or specification named. It is to set forth and convey to prospective bidders the general style, type, character, and quality of article desired.

(2) When in specifications or contract documents a particular brand, make of material, device, or equipment is shown or specified, such brand, make of material, device, or equipment shall be regarded merely as a standard.

8.3 When in specifications or contract documents an architect, prime design professional or engineer specifies a particular brand, make of material, device, or equipment, or equal thereto, he shall adequately identify said product by including, minimally, the model or catalog number of the product.

8.4 If a potential supplier wishes to submit for prior approval a particular product other than a product specified in the contract documents, he shall do so no later than seven working days prior to the opening of bids. Within three days, exclusive of holidays and weekends, after such submission, the prime design professional shall furnish to both the public entity and the potential supplier written approval or denial of the product submitted.

## **9.0 BID DOCUMENT FORMS**

9.1 Bid Forms for the Project are included with the Bidding Documents; additional copies may be obtained from ENGINEER.

9.2 Bids shall be submitted on the Bid Forms provided with the Bidding Documents. All blank spaces on the bid form required for Bid prices shall be properly filled in ink, or typed, in both words and figures as indicated.

## **10.0 PREPARATION AND SUBMISSION OF BIDS**

10.1 Bids shall be submitted by the time and at the place indicated in the Invitation to Bidders and, unless submitted electronically, shall be enclosed in an opaque sealed envelope. The envelope shall be marked with the Project title and name, address and state license number of the Bidder as set forth in the Invitation to Bidders.

**10.2 Each bid shall be either hand delivered by the bidder or his agent, or such bid shall be sent by registered or certified mail with a return receipt requested, or shall be submitted electronically with Central Auction House (CAH) (<http://www.centrauctionhouse.com/rfp.php?cid=65>). Bids shall not be accepted or taken including receiving any hand delivered bids, on days which are recognized as holidays by the United States Postal Service.**

**10.3 The following items are to be included within each Bid:**

10.3.1 Completed Uniform Public Works Bid Form.

10.3.2 Signature Authorization. Written evidence of the authority of the person signing the bid for public works shall be submitted at the time of bidding, in accordance with LA R.S. 38:2212(B)(5) as follows:

(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.

**Failure to include the appropriate signature authorization shall result in rejection of the bid as non-responsive.**

10.3.3 Bid Bond with Power of Attorney, or Certified Check or Cashier's Check, all in the amount of five (5%) percent of the amount of the bid.

10.3.4 The Unit Price Form where unit prices are utilized. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

**10.4 Only for the purpose of interpretation of the base bid total and alternate bids, when applicable, written words shall govern if a conflict exists between words and numerals. If the public works requires unit price bids and there is a discrepancy between the base bid total and the sum of extended unit prices, the unit price shall govern.**

10.5 A bidder may alter or correct an entry on the bid form by crossing out the entry, entering the new figure above or below the deleted entry, and initialing on the line of change. The crossing out of an entry and the initials shall be legibly handwritten with ink or typed. Any ambiguity arising from entries altered or corrected on the Bid Form will cause the rejection of said Bid Proposal as non-responsive.

10.6 **TAXES:** It is understood that all applicable taxes are included in the Bid price. Successful bidder as an authorized agent of OWNER will be authorized by OWNER to receive an exemption from Louisiana State Sales taxes related to the work to be performed. As such, the bid price should reflect this exemption.

## **11.0 MODIFICATION AND WITHDRAWAL OF BIDS**

11.1 Bids may be modified or withdrawn by an appropriate written document duly signed and authorized (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the deadline for submitting Bids. Withdrawal of a Bid will not prejudice the rights of a Bidder to submit a new Bid prior to the Bid Date and Time. After expiration of the period for receiving Bids, no Bid may be withdrawn, modified, or explained except as provided for herein.

11.2 In accordance with Louisiana law, more particularly, R.S. 38:2214, as may be amended, bids containing patently obvious, unintentional, and substantial mechanical and clerical, or mathematical errors, or errors of unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the bid, may be withdrawn by the bidder if clear and convincing sworn, written evidence of such errors is furnished to the OWNER within 48 hours of the bid opening excluding Saturdays, Sundays and legal holidays. Such errors must be clearly shown by objective evidence drawn from inspection of the original work papers, documents or materials used

in the preparation of the bid sought to be withdrawn. If the OWNER determines that the error is a patently obvious mechanical, clerical or mathematical error, or unintentional omission of a substantial quantity of work, labor, material or services as opposed to a judgment error, and that the bid was submitted in good faith, it shall accept the withdrawal and return the bid security to the bidder. A bidder who attempts to withdraw a bid under these provisions of this section shall not be allowed to re-submit a bid on the contract. Any modifications or amendments to the above stated applicable State law shall supersede this procedure.

## **12.0 OPENING OF BIDS**

12.1 All Bids received prior to the announced closing time for the receipt of Bids stipulated in the Invitation to Bidder will be opened publicly. Bids will be read aloud and a tabulation of the amounts of the Base Bids and alternates (if any) will be made available to Bidders after the opening of Bids.

12.2 Any Bid received after the announced closing time will be returned unopened. Any uncertainty as to whether a Bid was submitted in time will be resolved against the Bidder.

## **13.0 BIDS TO REMAIN OPEN**

13.1 The OWNER shall act not later than forty-five calendar days after the date of opening Bids to award such public works contract to the lowest responsible and responsive bidder or to reject all bids.

13.2 The OWNER and the lowest responsible and responsive bidder, by mutually written consent, may agree to extend the deadline for award by one or more extensions of thirty calendar days.

## **14.0 AWARD OF CONTRACT**

14.1 To the extent permitted by applicable local, state and federal laws and regulations, OWNER reserves the right to reject any and all Bids for just cause. The Terrebonne Parish Consolidated Government reserves the right to reject any and all bids in accordance with Louisiana State Bid Law.

14.2 In order to be responsive, the apparent low bidder must submit the additional information and documentation required by the OWNER and ENGINEER within the time delays established by law.

14.3 The apparent low Bidder must establish to the complete satisfaction of the OWNER, a minimum, that he has: (a) adequate financial resources to meet bid Contractual obligations and will maintain same for the Contract Time; (b) adequate equipment to perform the Work properly and within the Contract Time; (c) the necessary experience and technical qualifications in the type of Work provided for in the Contract; (d) conformed to the Qualification Submittals as requested.

14.4 OWNER may conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors, and other persons and organizations to do the Work in accordance with the Contract Documents to OWNER'S satisfaction within the prescribed time. OWNER reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to OWNER'S satisfaction.

14.5 If the Contract is to be awarded for the Work, it will be awarded to the lowest responsive and responsible Bidder as determined by the evaluation of the corresponding Bid. The successful Bidder who is awarded the Contract will be required to perform the Work as an Independent Prime Contractor. No assignment of a Contract will be allowed without written permission from OWNER.



**SECTION C**  
**LOUISIANA UNIFORM PUBLIC WORK BID FORM**

**TO:** Terrebonne Parish Consolidated Government  
Purchasing Department  
301 Plant Road  
Houma, LA 70363  
*(Owner to provide name and address of owner)*

**BID FOR:** North Plant Main Pump Station Pump  
Replacement, A Part of NTP UV Disinfection  
Project  
*(Owner to provide name of project and other identifying information)*

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

GreenPoint Engineering and dated: July 2025  
*(Owner to provide name of entity preparing bidding documents.)*

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

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

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

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

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

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

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

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

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

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

**TO:** Terrebonne Parish Consolidated Government  
Purchasing Department  
Houma City Service Complex  
Houma, LA 70363

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

**BID FOR:** North Plant Main Pump Station Pump Replacement,  
A Part of NTP UV Disinfection Project

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

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

DESCRIPTION:	Base Bid – Mobilization, Demobilization and Cleanup			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
1	1	LS		

DESCRIPTION:	Base Bid - Remove and Replace Pumps and Piping at the Plant Main Pump Station			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
2	1	LS		

**Wording for “DESCRIPTION” is to be provided by the Owner.**

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

## SECTION D

### ADDITIONAL INFORMATION AND DOCUMENTATION REQUIRED OF APPARENT LOW BIDDER ONLY

#### 15.0 DUE WITHIN 10 DAYS FROM OPENING OF BID

**In order to be responsive and no later than ten (10) days after the date bids are opened, the apparent low bidder must submit the following additional information and documentation as required by the OWNER or ENGINEER as indicated below:**

If the apparent low bidder does not submit the proper information or documentation as required by the bidding documents within the ten-day period, such bidder shall be declared non-responsive, and the public entity may award the bid to the next lowest bidder, and afford the next lowest bidder not less than ten days from the date the apparent low bidder is declared non-responsive, to submit the proper information and documentation as required by the bidding documents, and may continue such process until the public entity either determines the low bidder or rejects all bids.

**15.1 REQUIRED:** a Criminal Attestation Affidavit in accordance with LARS 38:2227– sample attached

**15.2 REQUIRED:** an E-Verification Form in accordance with LARS 38:2212.10 – sample attached

**15.3 REQUIRED:** Non-collusion affidavit. The apparent low Bidder must submit a sworn statement, in the form required by Terrebonne Parish Consolidated Government, certifying that the Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this project. The sworn statement shall be in the form of an affidavit, executed and sworn to by the bidder before persons authorized by laws of the state to administer oaths.

**15.4 REQUIRED:** If Bid Bond is submitted electronically, the hard copy of the bid bond must be submitted by the apparent low bidder.

**15.5** It is the intention of OWNER to award Contracts to Bidders competent to perform and to complete the Work in a satisfactory manner. OWNER and ENGINEER reserve the right to request additional information and documentation not set out below or set out below but not currently required. The apparent low Bidder must be prepared to submit the following within ten days of the date bids are opened:

**15.5.1 REQUIRED:** Preliminary Progress Schedule, as follows:

15.5.1.1 The "Preliminary Progress Schedule" pertaining to Proposal Documents for the Work designated under this Contract shall consist of three copies of a

"Summary Bar Chart" and a "Narrative." Activities in the Summary Bar Charts, unless otherwise indicated, should show the order in which Bidder proposes to perform the Work pursuant to the specified Contract dates and sequencing conditions, and should indicate starting and completion dates of Work pertaining to each Division of the technical specifications. Bar chart activities should further identify significant fabrication, installation, testing, submittals and approvals, deliveries, OWNER's responsibilities and those of affected utilities and similarly involved third parties. Weekly or monthly rates of production for fabrication and installation should be shown for each activity on the Summary Bar Chart.

**15.5.2 NOT REQUIRED:** Bid Breakdown, as follows:

15.5.2.1 The "Bid Breakdown" should be show the quantities, as required, unit prices, as required, a description of each unit, as required, and total costs for each item for the entire Work as contemplated in the Contract. The Bidder agrees that these separate Bid Breakdown Prices, where they are applicable and determined to be reasonable by OWNER and at OWNER'S discretion, a) may be utilized as Contract prices for the purposes of measurement and payment, b) may be utilized to add or deduct separate Bid Breakdown Items from the Contract, and c) may be used in Change Orders which add or deduct like Work.

**15.5.3 NOT REQUIRED:** Subcontractor "Qualifications Statement List," as follows:

15.5.3.1 The "Qualifications Statement List" for all proposed Subcontractors, proposed Suppliers, and other persons or organizations, including those who are to furnish the principal items of material and equipment, with a value in excess of \$100,000 or 10% of the maximum Base Bid Total Amount, whichever is lower. This list should include the name and address of the Subcontractor, Supplier, or other person or organization and a description of the services, materials or equipment to be supplied. Such list should be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each Subcontractor, Supplier, or other person or organization if requested by OWNER. The list of principal items of equipment should include the name of the locations at which similar size and type of equipment, as that specified, is in service.

15.5.3.2 If OWNER or ENGINEER after due investigation has reasonable objection to the responsibility of any proposed Subcontractor, Supplier, or other person, organization, or equipment, OWNER may, before giving Notice of Award, request a Bidder to perform the associated parts of the Work or to submit an acceptable substitute, without an increase in Bid price. If a Bidder declines to make such substitution, the Contract may not be awarded to such Bidder.

15.5.3.3 The Contract, if awarded, will be on the basis that the total amount of the subcontracted Work shall not exceed 50% of the Bid price. Procedures for approval of Subcontractors, Suppliers, and other persons or organizations, after execution of the Agreement, are described in Article 6.8.1 of the General Conditions.

**15.5.4 NOT REQUIRED:** information required on AIA Document A305.

If, upon receipt and evaluation of these submittals, Bidder does not pass the evaluation to OWNER's satisfaction, OWNER reserves the right to reject the Bid pursuant to Article 14 of the Instructions to Bidders.

**15.6 NOT REQUIRED:** Where the apparent low bidder desires to submit a substitute material or equipment from those specified in the Bidding Documents:

15.5.1 A written proposal of an equivalent material or equipment from a potential supplier that is submitted to the ENGINEER should certify (and include drawings, specifications and other relevant information showing) that the proposed item (a) has the same essential characteristics of the item named or specified, (b) will equally perform the functions and achieve the results called for by the original design concept, (c) is suited to the same use as that item named or specified in the bid documents, (d) is at least of equal materials of construction, quality and necessary design features as that item named or specified in the Bidding Documents, (e) conforms substantially to the desired detailed requirements for the item named or specified, including, but not limited to, durability, strength, appearance and aesthetics (where aesthetics are significant), safety, service, life, reliability, economy of operation and ease of maintenance, and (f) offers a proven record of performance and service for at least three years before the date of Bid opening.

15.5.2 The proposal from a potential supplier should include (a) a list of installations that have been in service for at least three years before the date of Bid opening (including the name, address and telephone number of a person familiar with and at the installation), and (b) sufficient Shop Drawing data and other data as may be necessary to allow the ENGINEER to determine whether the naming or specification of that item may be used to denote the essential characteristics of the item desired.

15.5.3 The ENGINEER may consent to these proposals if, in the ENGINEER's judgment, the proposed item also may be used to denote the quality standard of the item desired, and to convey and establish the general style, type, character and quality of material or equipment desired. Lack of adequate information may be sufficient cause for rejecting a proposal.

15.5.4 The ENGINEER will furnish notice to the OWNER and the potential supplier of the ENGINEER's approval or denial to adding the brand, make, supplier, manufacturer or specification.

**16.0 DUE WITHIN 10 DAYS OF RECEIPT OF NOTICE OF AWARD**

**Within ten (10) days of receipt of Notice of Award by the successful bidder, the following information and documentation will be required:**

**16.1 REQUIRED:** PERFORMANCE AND PAYMENT BONDS - Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth OWNER's requirements as to performance and payment Bonds. When a Successful Bidder delivers the executed Agreement to OWNER, it shall be accompanied by the required performance and payment Bonds.

**16.2 REQUIRED:** A Notice of Award to a Successful Bidder will be accompanied by multiple unsigned counterparts of the corresponding Agreement with all other written Contract Documents attached. Within ten (10) days thereafter, that Successful Bidder shall sign and deliver to the OWNER the required number of counterparts of the Agreement and attached Contract Documents and the required Bonds.

**16.3 REQUIRED:** Following notice of award to the successful bidder, CONTRACTOR must comply with the provisions of the Louisiana First Hiring Act for the following types of contracts for public works:

*any public work funded by monies received by OWNER from the Federal Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2011, hereinafter referred to as "RESTORE", or as a result of any settlement related to the explosion on, and sinking of the mobile offshore drilling unit Deepwater Horizon or the Comprehensive Master Plan for Coastal Protection. The term "contract" shall include awards and notices of award; contracts of a fixed-price, cost, cost plus a fixed-fee, or incentive type contracts; contracts providing for the issuance of job or task orders; leases; letter contracts; and purchase orders; (LARS 39:2201(2))*

Pursuant to LARS 39:2204, compliance requires the CONTRACTOR, within ten days of the contract having been awarded, to submit to the Louisiana Workforce Commission the following information:

- (1) The number and types of jobs anticipated for the project.
- (2) The skill level of the jobs anticipated for the project.
- (3) The wage or salary range for each job anticipated for the project.
- (4) Methods, if any, that the contractor will use to recruit unemployed persons or persons employed in low wage jobs to fill job openings for the project.

The Louisiana Workforce Commission shall provide the CONTRACTOR with a list of people eligible for employment. An eligible person shall be a resident of a parish within the coastal zone as defined by the Louisiana State and Local Coastal Resources Management Act.

**Sample**  
**Required of Apparent Low Bidder Only**  
**AFFIDAVIT VERIFICATION OF**  
**CITIZENSHIP**

**BEFORE ME**, the undersigned Notary Public, duly qualified in and for the Parish and State aforesaid, personally came and appeared:

(name)

who after being first duly sworn, deposed and said that:

1. I am the \_\_\_\_\_ of \_\_\_\_\_.  
(title) (company)

2. I swear that \_\_\_\_\_ is registered and participates in a status verification system  
(company)

to verify that all new employees in the state of Louisiana are legal citizens of the United States or are legal aliens.

3. I verify that if \_\_\_\_\_ is awarded the contract, it shall continue, during the  
(company)

term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.

4. I acknowledge that \_\_\_\_\_ shall require all subcontractors to  
(company)

Submit to \_\_\_\_\_ a sworn affidavit verifying compliance with Paragraphs (2) and (3) of  
(company)  
the Affidavit.

Name: \_\_\_\_\_

Title:

Company:

**Sworn to and subscribed before me at Houma, Louisiana,**  
on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**NOTARY PUBLIC**

Sample  
**Required of Apparent Low Bidder Only**  
**ATTESTATION AFFIDAVIT AS TO**  
**LA. R.S. 38:2227**

STATE OF LOUISIANA

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

BEFORE ME, the undersigned authority, on this day personally came and appeared:

\_\_\_\_\_ (print name of affiant signing affidavit)

who did depose and state:

---

**PART I. TO BE COMPLETED BY SOLE PROPRIETOR**

(Business Entities must complete Parts II and III.)

1. that he is a sole proprietor doing business under the name \_\_\_\_\_;
2. that his address is \_\_\_\_\_;
3. that on \_\_\_\_\_, he did submit a bid for a public contract with Terrebonne Parish Consolidated Government, for the construction of Parish Project No. \_\_\_\_\_, bearing the name: \_\_\_\_\_;
4. that since July 2, 2010, he has not been convicted of, or has not entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed in La. R.S. 38:2227(B)(1), as may be revised, which consists of the following non-exclusive list: *Public bribery, Corrupt influencing, Extortion, and/or Money laundering*; and
5. that since July 2, 2010, or for a period of five years prior to the date of his bid for said project, whichever is shorter, he has not been convicted of, or has not entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed in La. R.S. 38:2227(B)(2), as may be revised, as a result of an offense committed 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, said crimes consisting of the following non-exclusive list: *Theft, Identity theft, Theft of a business record, False accounting Issuing worthless checks, bank fraud, Forgery, Contractors; misapplication of payments, and/or Malfeasance in office.*

---

**PART II. TO BE COMPLETED BY AUTHORIZED AGENT OF BUSINESS ENTITY**

(Sole Proprietors must complete Parts I. and III.)

1. that he is \_\_\_\_\_, a duly authorized representative of \_\_\_\_\_ (hereinafter the "bidding entity"), who's address is \_\_\_\_\_;
2. that on \_\_\_\_\_, the said bidding entity did submit a bid for a public contract with Terrebonne Parish Consolidated Government, for the construction of Parish Project No. \_\_\_\_\_, bearing the name: \_\_\_\_\_;



3. that since July 2, 2010, no individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed in La. R.S. 38:2227(B)(1), as may be revised, which consists of the following non-exclusive list: *Public bribery, Corrupt influencing, Extortion, and/or Money laundering*; and
4. that since July 2, 2010, or for a period of five years prior to the date of said bidding entity's bid for said project, whichever is shorter, no individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed in La. R.S. 38:2227(B)(2), as may be revised, as a result of an offense committed 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, said crimes consisting of the following non-exclusive list: *Theft, Identity theft, Theft of a business record, False accounting, Issuing worthless checks, bank fraud, Forgery, Contractors; misapplication of payments, and/or Malfeasance in office.*

---

**PART III. ATTESTATION**

---

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

Affiant Name Printed: \_\_\_\_\_

Title of Affiant: \_\_\_\_\_

Bidding Entity or Company: \_\_\_\_\_

**Sworn to and subscribed before me**, in the Parish of \_\_\_\_\_, Louisiana this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

## SECTION F

### STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the  
year 20\_\_ by and between TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
(hereinafter called OWNER) and \_\_\_\_\_  
(hereinafter called 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. The Work is generally described as follows:

**Project Name: North Plant Main Pump Station Pump Replacement,  
A Part of NTP UV Disinfection Project**

**Parish Project No. 23-SEW-01**

The work consists of providing all equipment, labor and material necessary to remove and replace the pumps at the North Plant Main Pump Station, including all ancillary work required according to design specifications and plans.

#### Article 2. ENGINEER

The Project has been designed by GreenPoint Engineering, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have 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 work will be substantially completed within **Sixty (60)** days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.14 of the General Conditions within 45 days after the date of Substantial Completion.

3.2 LIQUIDATED DAMAGES. OWNER and CONTRACTOR recognize that time is of the essence in this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1, above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual

loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof or notice of default, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER for each day that expires after the time specified in paragraph 3.1 for substantial completion until the work is substantially complete in an amount of \$1,000.00 dollar (\$1,000.00) per day, and Contractor shall pay Owner for each day that expires after the time specified in paragraph 3.1 for final completion until the entire Work is finally complete and ready for final payment an amount of \$1,000.00 dollar (\$1,000.00) per day. Contractor agrees to allow Owner to deduct liquidated damages from progress payments and retention.

#### **Article 4. CONTRACT PRICE**

4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents and Specifications in current funds as follows: **SEE ATTACHED BID FORM.**

#### **Article 5. PAYMENT PROCEDURE**

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 for in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the work measured by the schedule of values provided for in paragraph 14.1 of the General Conditions.

5.1.1 Prior to Substantial Completion of any work order, progress payments will be in an amount equal to 90% of the Work completed, and 90% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made. On contracts of \$500,000 or more the payments will be in an amount equal to 95% of the work completed and 95% of materials and equipment not incorporated in the work, but delivered and suitably stored.

5.1.2 Upon Substantial Completion of any work order, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 90% of the Contract Price on contracts under \$500,000 and 95% of the Contract Price on contracts \$500,000 or more, less such amount as ENGINEER shall determine in accordance with paragraph 14.7 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.14 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.14.

5.3 OWNER may deduct from each progress payment and final payment any liquidated

damages then due or that would become due based on OWNER's estimate of late completion of the Work, provided that CONTRACTOR fails to submit and implement a written schedule recovery plan describing the cause of schedule slippage or delayed progress and the actions proposed and taken to recover schedule.

## **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 himself with the nature and extent of the Contract Documents, Work, Locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

6.2 CONTRACTOR has studied carefully all reports or investigations and tests of subsurface and latent physical conditions at the site or otherwise, affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Special Conditions.

6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance of the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports and similar data are or will be required by CONTRACTOR for such purposes.

6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data within the terms and conditions of the Contract Documents.

6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors and discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

## **Article 7. MISCELLANEOUS**

7.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

7.2 No assignment by a party hereto for 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, money that may become due and monies 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 to assignor from any duty or responsibility under the Contract Documents.

7.3 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.

7.4 If any provision of the Contract Documents is invalid, illegal or unenforceable, all other provisions of the Contract Documents shall nevertheless remain in full force and effect. If any provision of the Contract Documents is inapplicable to any person or circumstance, that provision shall nevertheless remain applicable to all other persons and circumstances.

#### **Article 8. CONTRACT DOCUMENTS**

This Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post-bid documentation submitted), the bonds, the General Conditions, the Technical Provisions, the Drawings as the same are more specifically identified in this Agreement, together with all Modifications issued after the execution of this Agreement, and all documents contained in the booklet entitled "Project Manual" shall be part of the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This agreement will be effective on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

TERREBONNE PARISH  
CONSOLIDATED GOVERNMENT

CONTRACTOR:

\_\_\_\_\_  
Parish President

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

\_\_\_\_\_  
(Corporate Seal)

WITNESS:

\_\_\_\_\_  
WITNESS:

\_\_\_\_\_  
WITNESS:

\_\_\_\_\_  
WITNESS:

Address for giving notices:  
Post Office Box 2768  
Houma, Louisiana 70361

\_\_\_\_\_  
ADDRESS for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_

License Number: \_\_\_\_\_  
Agent for service of Process:

**SECTION G**  
**CONTRACTOR'S AFFIDAVIT**

STATE OF LOUISIANA  
PARISH OF \_\_\_\_\_

BEFORE ME, the undersigned authority, on this day personally came and appeared:

1) That he is \_\_\_\_\_, and duly authorized representative of

\_\_\_\_\_, whose address is \_\_\_\_\_.

2) That on \_\_\_\_\_, the said firm did enter into a public contract

with Terrebonne Parish Consolidated Government, for the construction of the **North Plant Main Pump Station Pump Replacement, A Part of NTP UV Disinfection Project, Parish Project No. 23-SEW-01.**

3) That the firm has not employed any person, corporation, firm association or other organization, either directly or indirectly, to secure the said public contract under which he has or will receive payment, other than persons regularly employed by the firm and whose services in connection with the construction of said project or in securing the above said public contract were in regular course of their duties for the firm.

4) That no part of the contract price received by affiant was paid nor 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 firm and whose services in connection with the construction of the public project were in regular course of their duties of the firm, so help him God.

\_\_\_\_\_  
CONTRACTOR

\* \* \* \* \*

Sworn to and subscribed before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

## SECTION H

### PERFORMANCE BOND

STATE OF LOUISIANA  
PARISH OF TERREBONNE

KNOW ALL MEN BY THESE PRESENTS: That as Principal, hereinafter called the CONTRACTOR, and as Surety, hereinafter called Surety, are held and firmly bound unto

THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
GOVERNMENT TOWER BUILDING – 8026 MAIN STREET  
HOUMA, LOUISIANA 70361

as Obligee, hereinafter called the OWNER, in the amount of

---

for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

CONTRACTOR has by written agreement dated the\_\_\_\_of\_\_\_\_\_, 20\_\_ entered into a contract with OWNER for, the construction of

**North Plant Main Pump Station Pump Replacement,  
A Part of NTP UV Disinfection Project  
Parish Project No. 23-SEW-01**

in accordance with Drawings and Specifications prepared by the .....(Engineer's Name)....., which Contract is by reference made a part thereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the conditions of this obligation are such that, if CONTRACTOR shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever CONTRACTOR shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER's obligations thereunder, the Surety may promptly

- 1) Complete the Contract in accordance with its terms and conditions or,
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions and upon determination by Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of



defaults under the Contract or Contracts of Completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract", as used in this paragraph shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner and Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right or action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Principal) (Seal)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title) (Seal)

\_\_\_\_\_  
(Surety) (Seal)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title) (Seal)

## **PAYMENT BOND**

STATE OF LOUISIANA  
PARISH OF TERREBONNE

KNOW ALL MEN BY THESE PRESENTS: That as Principal, hereinafter called the CONTRACTOR, and as Surety, hereinafter called Surety, are held and firmly bound unto

THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
GOVERNMENT TOWER BUILDING - 8026 MAIN STREET  
HOUMA, LOUISIANA 70361

as Obligee, hereinafter called the OWNER, in the amount of

---

for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

CONTRACTOR has by written agreement dated the \_\_\_\_ of \_\_\_\_\_, 20\_\_ entered into a Contract with OWNER for, the construction of the

**North Plant Main Pump Station Pump Replacement,  
A Part of NTP UV Disinfection Project  
Parish Project No. 23-SEW-01**

in accordance with Drawings and Specifications prepared by the engineering firm of .....[Name of Engineering firm and Name of the Engineer]....., ENGINEER, which Contract is by reference made a part thereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the conditions of this obligation are such that, if CONTRACTOR shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Contractor or with a Subcontract or of the Contractor for labor, material, or both, used or reasonably required for use

in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any cost or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postal prepaid in an envelope addressed to the Contractor, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Contractor ceased Work on said Contract or after the expiration of one (1) year following the Date of Substantial Completion of the Project, whichever is later, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the parish or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_

## SECTION I 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:

Acceptance, Final Acceptance - The formal action by ENGINEER accepting the Work, or a specified part of the work thereof, as being complete in all respects, or the action by ENGINEER to place the equipment/facilities in operation for continuous utilization for their intended purposes.

Agreement - Refers to the written document signed by the OWNER and CONTRACTOR that is the legal instrument binding the parties to the work. The terms "Agreement" and "Contract" are synonymous.

Application for Payment - The form furnished by CONTRACTOR and approved by ENGINEER for requesting progress payments and an affidavit of CONTRACTOR and its Subcontractors that progress payments theretofore received from OWNER on account of the work have been applied by CONTRACTOR and its Subcontractors to discharge in full all of CONTRACTOR'S and its Subcontractors' obligations stated in the prior Application for Payment, and that the accuracy of the progress reported in the Application for Payment to have been completed by CONTRACTOR or its Subcontractors has been verified by CONTRACTOR. The application for Payment should include all supporting documentation as required by the Contract Documents.

Bid - Refer to definition of Proposal Document in Instructions to Bidders.

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

Change Order - A written order to CONTRACTOR in accordance with the Louisiana Bid Law and approved by OWNER authorizing an alteration, deviation, addition, deletion, and/or revision in the Work, or an adjustment in the Contract Price and/or the Contract Time.

Contract Documents - Those documents itemized or designated in Article 8 of the Agreement as may be further itemized in the Supplementary Conditions

Contract Price - The moneys payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.9.1 in the case of Unit Price Work).

Contract Time - The number of days (computed as provided in paragraph 17.2) or the date stated in the Agreement for the completion of the Work.

CONTRACTOR - A person, firm or corporation with whom OWNER has entered into the Agreement for the Work designated under the Contract Documents. The term "CONTRACTOR"

shall also mean CONTRACTOR or its authorized representative.

Correction Period - The time during which CONTRACTOR must repair defective work or remove defective work from the site and replace it with non-defective work, all at no cost to the OWNER, pursuant to Paragraph 13.12 of the General Conditions.

Day - A calendar day of twenty-four hours measured from midnight to the next midnight.

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, test, referenced standard or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER'S recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.8 or 14.10).

Drawings - The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents. The terms "Drawing" and "Plan" are synonymous, and wherever used in the Contract Documents it should be interpreted according to the definition of "Drawings".

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 - The individual, firm or corporation named as ENGINEER in the Supplementary Conditions, who will have the rights and authority assigned to the ENGINEER in the Contract Documents. The term "ENGINEER" means the ENGINEER or its authorized representative. The terms "ENGINEER", "DESIGN ENGINEER", "ARCHITECT" and "ENGINEER/ARCHITECT" are synonymous, and wherever used in the Contract Documents they should be interpreted according to the definition of "ENGINEER".

Field Order - A written order issued by ENGINEER to CONTRACTOR on or after the effective date of the agreement requiring a minor change in work not requiring an adjustment in the Contract Price or Contract Time.

General Requirements - Division H of the Specifications.

Laws and Regulations; Laws or Regulations - Laws, rules, regulations, ordinances, codes and/or orders.

Notice of a Proposed Change - A written document issued on or after the effective date of the agreement initiated by a) OWNER requesting that CONTRACTOR figure the potential effect on Contract Price or time of the proposed change described in the Notice, if the proposed change is to be ordered, or b) CONTRACTOR to notify OWNER that in the CONTRACTOR'S opinion a change has been requested in a Field Order, or pursuant to ENGINEER'S approval of a shop drawings, or a written interpretation or clarification (pursuant to paragraph 9.4). A Notice of a

Proposed Change shall not constitute an order to change the work, as no change shall be considered ordered until an appropriate change order, or Work Directive Change is executed by OWNER.

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 obligation under the Contract Documents.

OWNER - Terrebonne Parish Consolidated Government (TPCG) which includes all Parish Departments, its elected and appointed officials, Agencies, Councils, Boards and Commissions, Districts, their officers, agents, servants and employees, including volunteers.

Operation, Initiation of - A point in time when OWNER initiates use of the entire work under the project for the purposes that it was planned, designed and built, setting forth commencement of the correction period.

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 to 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 materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor - An individual, partnership, corporation, joint venture, or other combination thereof who has a contract with Contractor to perform any part of the work at the site. The term "Subcontractor" shall also mean any individual, partnership, corporation, joint venture, or other combination thereof who has a contract with another Subcontractor to perform any part of the work at the site.

Substantial Completion - The finishing of the Work, or a specified part of the Work, in accordance with the Contract Documents, to the extent that Owner can use or occupy all or the specified part of the Work for the use for which it is intended without any concurrent Work at the site except as required to complete Punch List items with cumulative value under one percent (1%) of the Contract Price. Prerequisites for Substantial Completion include: (a) all systems have been successfully tested and demonstrated by the CONTRACTOR for their intended use, and (b) the Owner receiving all occupancy certifications and approvals from those State and local Public Entities with jurisdiction.

Supplementary Conditions - Section within Division I which amends or supplements the General Conditions and is a part of the Contract Documents and is located in the Book of Contract Documents.

Supplier - A manufacturer, fabricator, supplier, distributor, material man or vendor.

Testing, Pre-operational - 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 erected and found to operate in accordance with the Contract Documents, so that they can be utilized continuously for their intended purposes.

Testing, Start-up - A pre-defined trial period required for achieving Substantial Completion during which CONTRACTOR is to operate the work, or a part specified thereof, under actual and simulated operating conditions and performing as defined in the Contract Documents, for the purposes of a) making such minor adjustments and changes as may be found necessary to comply with the requirements of the Contract Documents, and b) to comply with the final test requirements outlined in the Contract Documents.

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 services or 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 - Any and all obligations, duties, responsibilities, labor, materials, equipment, temporary facilities, and incidentals, and the furnishing thereof necessary to complete the construction assigned to, or undertaken by CONTRACTOR, pursuant to the Contract Documents. Also, the completed construction or parts thereof required to be provided under the Contract Documents, including all materials, equipment, and supplies incorporated or to be incorporated in the construction.

Work Directive Change - A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to



emergencies under paragraph 6.20. A Work Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following successful negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in paragraph 10.2.

## **ARTICLE 2 - Preliminary Matters**

**2.1 DELIVERY OF BONDS:** When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

**2.2 COPIES OF DOCUMENTS:** OWNER shall furnish to CONTRACTOR up to five copies (unless otherwise provided 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.

**2.3 COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED:** A Notice to Proceed may be given at any time within thirty days after the effective date of the agreement. However, upon mutual written consent by both parties, the notice to proceed may be extended. The Contract Time will commence at the time specified in such notice to proceed or, if no notice is given, thirty days following the Effective Date of the Agreement.

**2.4 STARTING THE PROJECT:** 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, except with the written consent of OWNER.

**2.5 BEFORE STARTING CONSTRUCTION:** Before undertaking each part of the Work, CONTRACTOR shall (a) study and compare the Contract Documents with each other and against manufacturers, representations, (b) verify dimensions and field measurements, (c) coordinate requirements of dependent Work (location, dimensions, access, fit, completeness, class, codes, etc.), and (d) notify ENGINEER in writing of any conflict, error, omission or deviation from manufacturers' recommendations discovered. CONTRACTOR shall be responsible for any delay and all costs resulting from performing any Work before obtaining a written clarification or interpretation from ENGINEER, if CONTRACTOR had actual knowledge, or should have reasonably known that any such Work (a) involves a conflict, error or omission, or (b) is subject to specific method of installation, performance or test procedure or result which is contrary to the recommendation of the corresponding manufacturer. **Contractor shall also be responsible for locating all property lines and right-of-way lines prior to beginning construction.**

**2.6 SCHEDULE SUBMITTALS:** Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit four copies of the following schedules to ENGINEER for review:

2.6.1 An estimated progress schedule indicating the starting and completion dates of the various stages of the Work in accordance with the Contract Documents.

2.6.2 A preliminary schedule of Shop Drawing submissions.

2.6.3 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. The Schedule of Values will be organized along the Divisions, and sub-divisions, of Section K, the Technical Specifications.

**2.7 INSURANCE CERTIFICATES:** Before any Work at the site is started, CONTRACTOR shall deliver to OWNER, with a copy of ENGINEER, certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with paragraphs 5.4, 5.5, and 5.6. Certificates of Insurance must be accompanied by a letter from the Contractor's Insurance Agent certifying that the insurance being provided meets the limits and requirements of the specifications. An explanation of any abbreviations used on the certificates must also be provided.

**2.8 PRE-CONSTRUCTION CONFERENCE:** 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 discuss the schedules referred to in paragraph 2.6, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

**2.9 FINALIZING SCHEDULES:** At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 2.6. The finalized progress schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on ENGINEER responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefore. The finalized schedule of Shop Drawing submissions will be acceptable to ENGINEER as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to ENGINEER as to form and substance.

### **ARTICLE 3 - Contract Documents; Intent, Amending, Re-use**

**3.1 INTENT:** The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

**3.2 FUNCTIONALLY COMPLETE PROJECT:** It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or be implication, shall mean the latest standard specifications, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the effective date of the Agreement if there were no Bids), even though reference may be specifically made to an earlier standard. However, no provision of any referenced standard specifications, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it 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 subparagraph 9.13.3 or 9.13.4. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided for in paragraph 9.4. In the event of any conflict between any of these standard specifications, manuals, or codes and any Divisions of the Book of Technical Specifications, the latter requirements shall be binding on Contractor. In the event that two or more standard specifications, manuals, or codes conflict with one another, the requirement ultimately enforced shall be binding on CONTRACTOR. In this event it will be considered that the higher cost requirement has been considered in the CONTRACTOR'S Bid Proposal and the CONTRACTOR further agrees and acknowledges that compliance with this condition shall not warrant an increase in Contract Price nor Contract Time.

**3.3 CONFLICT IN CONTRACT DOCUMENTS:** 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 or 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. Until interpretation, clarification or instruction is obtained from ENGINEER, any work done by CONTRACTOR (or Subcontractors) after the discovery of such a conflict, error, or discrepancy, which is directly or indirectly affected by same, will be at his own risk and he shall bear all cost arising therefrom.

**3.4 AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS:** The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.4.1 A Change Order (pursuant to paragraph 10.4), or

As indicated in paragraphs 11.2 and 12.1, Contract Price and Contract Time may only be changed by a Change Order.

**3.5 WORK DIRECTIVE CHANGE:** In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by a Work Directive Change required by one or more of the following actions:

3.5.1 A Field Order (pursuant to paragraph 9.5 and 10.7)

3.5.2 ENGINEER'S approval of a Shop Drawing or sample (pursuant to paragraphs 6.24), or

3.5.3 ENGINEER'S written interpretation or clarifications (pursuant to paragraph 9.4)

**3.6 RE-USE OF DOCUMENTS:** 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 re-use 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.

**3.7 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS:**

3.7.1 All figures and dimensions on the drawings and specifications shall be carefully checked by CONTRACTOR, who shall note all conflicts, errors, or discrepancies. CONTRACTOR will be held responsible for any conflict, error, or discrepancy not discovered before the work is executed, unless contractor could not have reasonably known about the conflict, error, or discrepancy. CONTRACTOR shall promptly notify ENGINEER in writing of any discrepancies, errors, or omissions discovered in review of the Contract Documents. ENGINEER will promptly investigate the matter and respond to CONTRACTOR.

3.7.2 In all cases, figured dimensions shall govern over scaled dimensions, but work not dimensioned shall be as directed, and work not particularly shown, identified, sized, or located shall be the same as similar parts that are shown or specified. Further, detail drawings shall govern over general drawings, larger scale details take precedence over smaller scale drawings, change order drawings govern over contract drawings, and contract drawings over shop drawings. Specifications shall govern as to products, execution and workmanship, and drawings shall govern as to locations, dimensions, or quantities to be furnished. Further, in all cases where specifications, notes or details in two drawings conflict, the more restrictive requirement as to quantities, product, execution, workmanship, or performance shall be binding on CONTRACTOR, unless otherwise directed by OWNER.

3.7.3 After the Agreement date, CONTRACTOR shall be furnished with a maximum number of five (5) sets of Plans, Specifications and Addenda in addition to those CONTRACTORS purchased during the bid period. Additional Specifications or Drawings requested by

CONTRACTOR will be provided in complete sets and at the expense of CONTRACTOR.

#### **ARTICLE 4 - Availability of Lands; Physical Conditions Reference Points**

##### **4.1 AVAILABILITY OF LANDS:**

4.1.1 OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be done, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER'S furnishing these lands, right-of-way, or easements entitles CONTRACTOR to an extension of the Contract Time, but without an increase in cost due to the extension, CONTRACTOR may make a claim therefore as provided in Article 12.

4.1.2 Any land and access thereto not furnished by OWNER that CONTRACTOR deems necessary for the Contract work, for temporary construction facilities, access and egress, or for storage of materials shall be provided by CONTRACTOR at no cost to OWNER. CONTRACTOR shall confine its apparatus and storage to such additional areas as may be provided at its expense. CONTRACTOR shall obtain permits and written approvals from the appropriate jurisdictional agency and property owner(s) for use of premises not furnished by OWNER as described above, and of all off-site areas which include off-site borrow pits, waste and disposal areas, such permits and approvals must specify treatment of said areas during and at the completion of construction. Copies of all permits and approvals shall be filed with the ENGINEER before utilization of the areas.

##### **4.2 PHYSICAL CONDITIONS-INVESTIGATIONS AND REPORTS:**

4.2.1 Explorations and Reports: Reference is made to the Instructions to Bidders, paragraph 4.2, for identification of those reports of investigations and tests of subsurface conditions at the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon nontechnical data, interpretations or opinions contained therein or for the completeness thereof for the CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence, CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.

4.2.2 Existing Structures: Reference is made to the drawings for identification of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.3) which are at or contiguous to the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.

#### 4.2.3 Report of Differing Conditions: If CONTRACTOR believes that:

4.2.3.1 any technical data on which CONTRACTOR is entitled to rely as provided in paragraph 4.2.1 and 4.2.2 is inaccurate, or

4.2.3.2 any physical conditions uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the Contract Documents, or not in conformity with soil reports and surveys.

CONTRACTOR shall promptly, and before such conditions are disturbed, notify ENGINEER in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the contract documents. ENGINEER will promptly review those conditions and advise CONTRACTOR in writing if further investigation or tests are necessary. Promptly thereafter, ENGINEER shall obtain the necessary additional investigations and tests and furnish copies to CONTRACTOR. If ENGINEER finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order shall be issued incorporating the necessary revisions, provided OWNER has not exercised its right to terminate under Paragraph 15.4.

4.2.4 Possible Price and Time Adjustments: In each such case, an increase or decrease in Contract Price will be allowable to the extent that it is attributable to any such inaccuracy or difference. Further, in each such case, a) an extension of the Contract Time and the associated increase in Contract Price, will be allowed only to the extent that the interval of time required to proceed with the part of the Work plus the increase in the time required to perform the part of the Work affected, whether or not changed by the Change Order or the Work Directive Change, exceed the time allowance set forth in the Contract, plus the float time available in the Official Schedule, provided that CONTRACTOR takes all reasonable steps to mitigate the schedule impact of the delays; b) A shortening of the Contract Time and the associated decrease in Contract Price, will be enforced only to the extent that the critical path of the Official Schedule is affected and the decrease in Contract Time will not result in a disproportionate reduction in float time in other portions of the Official Schedule. If OWNER and CONTRACTOR are unable to agree as to the amount or lengthening/reduction thereof, a claim may be made therefore as provided in Articles 11 and 12.

#### **4.3 PHYSICAL CONDITIONS - UNDERGROUND FACILITIES:**

4.3.1 Shown, Indicated or Located: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in these General Conditions:

4.3.1.1 OWNER and ENGINEER shall not be responsible for the accuracy or

completeness of any such information or data; and,

4.3.1.2 CONTRACTOR shall have full responsibility a) for reviewing and checking all such information and data, b) for locating all water services, gas services, water mains, gas mains, cross drains, culverts, sewers, sewer laterals, electric conduits, etc., shown or indicated in the contract documents as to depth and alignment in advance of laying, c) for coordination of the work with the owner of such existing underground facilities during construction, d) for the safety and protection thereof, and for repairing any damage done thereto resulting from the work. The cost of and the time required to perform the responsibilities outlined in this paragraph will be considered as having been included in the Contract Price and in CONTRACTOR'S schedule for the performance of the Work within the prescribed time.

4.3.1.3 CONTRACTOR shall excavate and uncover all Underground Facilities to be crossed or paralleled by the proposed Work a sufficient time in advance of construction to permit change in line and grade of the existing Underground Facility or the proposed work if the location of the existing Underground Facility should interfere with the proposed Work.

4.3.1.4 Where it is necessary to install pipelines proposed under the Work close to or between other existing pipelines for short distances, CONTRACTOR shall shore, block, and protect the other lines to the satisfaction of the Utility Agency or Municipality having ownership or jurisdiction over said pipelines.

4.3.1.5 Whenever existing Underground Facilities are encountered which obstruct the line or grade of a proposed part of the work, CONTRACTOR shall promptly notify OWNER and ENGINEER in writing about the inaccuracy or difference. ENGINEER will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the situation, and the Contract Documents will be amended or supplemented to the extent necessary. In each such a case, a Change Order (or Work Directive Change) will be issued in accordance with the Federal Contract Provisions, as amended, and/or Article 10 to reflect and document the consequences of the inaccuracy or difference, and an increase or decrease in the Contract Price will be allowed only to the extent that it is solely attributable to any such inaccuracy or difference.

4.3.1.6 In each such case, an extension in Contract Time, but without any increase in costs due to the extension, will be allowed only to the extent that the interval of time required to proceed with the part of the Work plus the increase in the time required to perform the part of the Work affected, whether or not changed by the Change Order or Work Directive Change, exceed the time allowance set forth in paragraph 4.3.1.7 plus the float time available in the Official Schedule, provided that CONTRACTOR takes all reasonable steps to mitigate the schedule impact of delays.

4.3.1.7 CONTRACTOR shall schedule excavation and uncovering work to begin in sufficient time in advance of construction to allow ENGINEER'S Review as described in

paragraph 4.3.1.5, and OWNER'S issuance of a Work Directive Change or a Change Order as described in paragraph 4.3.1.5 and 4.3.1.6 in connection with a Report of obstructing existing Underground Facilities Shown or Indicated. Further, a reasonable interval of time, but not less than thirty days, will be allowed to ENGINEER and OWNER for those functions required to resolve the inaccuracy or difference.

4.3.1.8 Access to various municipal structures shall not be obstructed by CONTRACTOR to prohibit use of hydrants, valves, manholes, fire alarms, etc. CONTRACTOR is to make no connections to existing water mains or operate valves on existing mains or otherwise interfere with the operation of the existing water distribution system, without first given twenty-four (24) hours notice to the owners of such municipal structures and securing their approval of the proposed action.

4.3.2 Not Shown, Indicated or Located: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents or which was not located by a notified utility owner and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any work affected thereby (except in an emergency as permitted by paragraph 6.20), identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.18.

4.3.2.1 Possible Document Change: If ENGINEER concludes that because of the newly discovered conditions a change in the Contract Documents is required, a Work Directive Change or a Change Order will be issued in accordance with Article 10 to reflect and document the consequences of the inaccuracy or difference, and provided that Owner has not exercised his right to terminate under paragraph 15.4.

4.3.2.2 Possible Price and Time Adjustments: In each such case, an increase or decrease in Contract Price will be allowed to the extent that it is attributable to any such inaccuracy or difference. Further, in each such case, a) an extension of the Contract Time and the associated increase in Contract Price, will be allowed only to the extent that the interval of time required to proceed with the part of the Work plus the increase in the time required to perform the part of the Work affected, whether or not changed by the Change Order or the Work Directive Change, exceed the time allowance set forth in paragraph 4.3.2.3, plus the float time available in the Official Schedule, provided that CONTRACTOR takes all reasonable steps to mitigate the schedule impact of the delays. b) A shortening of the Contract Time and the associated decrease in Contract Price, will be enforced only to the extent that the critical path of the Official Schedule is affected and the decrease in Contract Time will not result in a disproportionate reduction in float in other portions of the Official Schedule. If OWNER and CONTRACTOR are unable to agree as to the amount or lengthening/reduction thereof, a claim may be made therefore



as provided in Articles 11 and 12.

4.3.2.3 CONTRACTOR shall schedule excavation and uncovering work to begin in sufficient time in advance of construction to allow ENGINEER'S Review as described in paragraph 4.3.2, and OWNER'S issuance of a Work Directive Change or a Change Order as described in paragraph 4.3.2.2 in connection with a Report of an existing Underground Facility Not Shown or Indicated. Further, a reasonable interval of time, but not less than thirty days, will be allowed to ENGINEER and OWNER for those functions required to resolve the inaccuracy or difference.

**4.4 REFERENCE POINTS:** CONTRACTOR shall provide engineering surveys to establish reference points for construction which in CONTRACTOR'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and 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 requires relocation because of necessary changes in grades or locations, and shall be responsible for accurate replacement or relocation of such reference points by professionally qualified personnel.

## **ARTICLE 5 - Bonds and Insurance**

### **5.0 TERREBONNE PARISH CONSOLIDATED GOVERNMENT, DEFINED**

For the purposes of this Article, the terms "Terrebonne Parish Consolidated Government," "TPCG," and "OWNER" shall include, but may not be limited to, all of the following entities and persons: the Terrebonne Parish Consolidated Government (a political subdivision of the State of Louisiana); the Terrebonne Parish Council (the governing body of Terrebonne Parish); their elected and appointed officials, all parish departments, districts, agencies, councils, boards, and commissions, officers, agents, servants, employees and volunteers; and the elected and appointed officials, departments, officers, agents, servants, employees and volunteers of those departments, districts, agencies, councils, boards, and commissions.

### **5.1 PERFORMANCE AND OTHER BONDS**

5.1.1 Unless otherwise provided for in the Louisiana Public Bid Law, CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date of final payment, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds when required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such Sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority.

Any bond prescribed by the contract documents shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the federal Register, or by a Louisiana domiciled insurance company currently possessing a rating of no less than A- in the latest printing of the A.M. Best's Key Rating Guide, to write individual bonds up to the percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide.

In addition, any surety bond written for a public works project shall be written by a surety or insurance company that is currently licensed and approved to do business in the state of Louisiana.

For any public works project, no surety or insurance company shall write a bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A- rating by A.M. Best up to a limit of ten percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a bond when the penalty exceeds fifteen percent of its capital and surplus, such capital and surplus in the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

5.1.2 If the Surety on any Bond or any insurance company providing any insurance overages furnished by CONTRACTOR is declared bankrupt, becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located, or it ceases to meet the requirements of this Article, CONTRACTOR shall within five (5) days thereafter, substitute another Bond and Surety and/or insurance company, both of which shall be acceptable to OWNER. The OWNER reserves the right to mandate the cessation of all work on the Project until the receipt of evidence of acceptable replacement Bonds and/or insurance.

5.1.3 If, at any time during the Contract Period, the CONTRACTOR fails to provide satisfactory evidence of all Bond and insurance requirements or fails to take all corrective action required by the OWNER, the OWNER reserves the right to mandate the cessation of all work on the Project until receipt of acceptable evidence of Bonds and insurance and/or corrective action undertaken.

## **5.2 INDEMNIFICATION AGREEMENT**

To the fullest extent permitted by law, the CONTRACTOR shall protect, defend, indemnify, save and hold harmless the OWNER from and against any and all claims, demands, expense, losses, suits, costs, actions, fines, penalties, and liability, whether actual or alleged, arising out of or resulting from injury, sickness, disease or death to any person or the damage, loss, expense or destruction of any property, including loss of use resulting therefrom, which may occur, be caused by, or in any way result from any actual or alleged act, omission, negligence, misconduct, or strict liability of CONTRACTOR, its agents, its sub-contractors, partners, servants, officers, employees, volunteers, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, related to the performance or non-performance of the contract herein entered

into, including any and all costs, fines, penalties, expense and/or attorney fees, including but not limited to expert witness fees, incurred by the OWNER as a result of any such claims, demands, losses and/or causes of action including any costs associated with the enforcement of this indemnity provision except those arising out of the sole negligence of OWNER. This indemnification does not apply to any strict liability of the Terrebonne Parish Consolidated Government. The CONTRACTOR shall investigate, adjust, settle, contest to resolution, resist claims, handle, respond to, provide defense for and defend any such claims, demands, proceedings, judgments, or suits at its sole expense related thereto, even if such claim, proceeding, judgment, demand or suit is groundless, false or fraudulent.

### **5.3 POLICIES AND CERTIFICATES**

All policies and certificates of insurance of the Contractor/Subcontractor shall contain the following clauses:

5.3.1 The Contractor/ Subcontractor's insurer will have no right of recovery or subrogation against the OWNER, Terrebonne Parish Consolidated Government (TPCG), it being the intention of the parties that the insurance policies so affected shall protect both parties and shall be primary coverage for any and all losses covered by the below described insurance. Contractor's insurers shall waive all rights against Terrebonne Parish Consolidated Government.

5.3.2 The OWNER, Terrebonne Parish Consolidated Government, shall be named as an additional insured as respects to liability arising out of activities performed by or on behalf of the Contractor: products and completed operations of the Contractor, premises owned, occupied or used by Contractor. The Commercial General Liability Policy shall include ISO Forms CG 20 10 or its equivalent.

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

5.3.4 Any and all deductibles and/or self insured retentions in the below described insurance policies shall be assumed and be for the account of, and shall be borne solely by the Contractor/Subcontractor and at his sole expense without any right of reimbursement from the OWNER, and shall not exceed \$10,000 per policy.

### **5.4 INSURANCE**

The Contractor/Subcontractor, prior to commencing work, shall provide at his own expense, proof to the OWNER of the following insurance coverages required by the contract. Insurance is to be placed with insurance companies authorized to do business and approved in the State of Louisiana with an A.M. Best's rating of no less than A-:VI. This requirement will be waived for workers' compensation coverage only for those contractors whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Workers' Compensation Assigned Risk Pool or the Louisiana Workers' Compensation Corporation. Policies are to be on an Occurrence basis, Claims Made policies are not acceptable. Contractor shall provide an "All-Risk" Builder's Risk Insurance Policy covering all perils typically found

and which shall include coverage for wind damage and flood.

5.4.1 All notices will name the Contractor/Subcontractor and identify the contract number. Insurance coverage specified in the GENERAL CONDITIONS (*AIA Document A 201, 1987 Edition*) is to be provided by the Contractor with the following minimum limits:

5.4.1.1 Workers' Compensation-Statutory in compliance with the Compensation Law of the State of Louisiana. Employer's liability to be \$1,000,000. Alternate Employer Endorsement in favor of OWNER; Waiver of Subrogation in favor of OWNER; and Thirty (30) days prior written notice of cancellation, non-renewal, and adverse material change to OWNER. Terrebonne Parish Consolidated Government and the Contractor mutually agree that it is their intention to recognize Terrebonne Parish Consolidated Government as the statutory employer of the contractor's employees (whether direct employees or statutory employees of the contractor) when any of the contractor's employees are doing work and/or providing service under this agreement.

5.4.1.2 USL&H Coverage – If the project or any work involves wharves, piers, docks, decking, floodwalls, levees, battures, other structures or construction near, over, contiguous to or alongside any body of water the policy shall also include USL&H coverage with minimum limits of \$1,000,000; and Maritime Employers' Liability insurance with minimum limits of \$1,000,000. The policy shall provide:

- a. Waiver of Subrogation to include any contract in favor of Terrebonne Parish Consolidated Government; and
- b. Thirty (30) days prior written notice of cancellation, non-renewal or adverse material changes to Terrebonne Parish Consolidated Government by specific endorsement to the applicable policy.

5.4.1.3 Commercial General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage. This insurance shall include products/completed operations, contractual liability, personal injury, and without written prior approval of the OWNER, the Commercial General Liability coverages shall not exclude any standardized coverage included in the basic form or limit any coverages for this project in any way that would prohibit or limit the reporting of any claim, suit and the subsequent defense and indemnity that would normally be provided by the policy. The Certificate of Insurance shall indicate which of the seven (7) coverage requirements below are not included in the policy, if any:

- 1. Premises - Operations;
- 2. Broad Form Contractual Liability;
- 3. Products and Completed Operations;
- 4. Use of Contractors and Subcontractors;
- 5. Personal Injury;
- 6. Broad Form Property Damage;
- 7. Explosion, Collapse, and Underground (XCU) Coverage

Note: On the certification of insurance, under the description of operations, the following wording is required: THE AGGREGATE LOSS LIMIT APPLIES TO EACH PROJECT, or a copy of ISO form CG2503 (Ed. 11-85) shall be submitted.

Waiver of Subrogation to cover both oral and written contracts in favor of the OWNER and Thirty (30) days notice of cancellation, non-renewal or material change. If unable to provide and grant 30 days notice of cancellation, this should be brought to the attention of the Risk Management Department for approval.

#### COMBINED SINGLE LIMIT (CSL)-AMOUNT OF INSURANCE REQUIRED

Type of Construction	Projects Up To \$1,000,000	Projects Over \$1,000,000
<b>NEW BUILDING:</b>		
Each Occurrence/Minimum Limit of	\$ 500,000	\$1,000,000
Aggregate (Applicable to this Contract ONLY)	\$500,000	\$1,000,000
<b>RENOVATION:</b>		
Each Occurrence/Minimum Limit of	\$ 500,000*** (Depends on Bldg. Value)	\$1,000,000*** (Depends on Bldg. Value)
Aggregate (Applicable to this Contract ONLY)	\$500,000*** (Depends on Bldg. Value)	\$1,000,000*** (Depends on Bldg. Value)

\*\*\*While the minimum combined single limit of \$500,000 is required for all renovations, the value of a building shall be multiplied by 10% and insurance requirements will be increased at \$1,000,000 intervals and rounded to the nearest \$1,000,000. Example: Renovation on \$33,000,000 building would require \$3,000,000 minimum combined single limit of coverage.

The Contractor shall continue to maintain in its name Commercial General Liability and, if necessary, Commercial Umbrella Liability insurance that shall be written on ISO Occurrence Form CG 00 01 or an approved alternative, with a limit of not less than \$1,000,000 each occurrence/\$2,000,000 general aggregate and shall, at minimum, cover liability arising from products/completed operations and liability assumed under an insured contract, for at least three (3) years following substantial completion of Work.

5.4.1.4 Business Automobile Liability Insurance with a combined single limit of \$500,000 per occurrence for bodily injury and property damage. This insurance shall include for bodily injury and property damage the following coverages:

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

5.4.1.5 An Umbrella Policy may be used to meet minimum requirements.

5.4.1.6 All property losses shall be made payable to and adjusted with OWNER, TPCG.

5.4.1.7 All policies of insurance shall be approved by contracting OWNER, TPCG prior to the inception of any work.

5.4.1.8 Other insurance required is as follows:

5.4.1.8.1 Owner's and Contractor's Protective Liability Insurance shall be furnished by the Contractor and shall name OWNER, Terrebonne Parish Consolidated Government and the Architect or ENGINEER as Named Insured.

	Project Up To <u>\$1,000,000</u>	Project Over <u>\$1,000,000</u>
CSL - Each Occurrence	\$ 500,000	\$1,000,000
General Aggregate	\$1,000,000	\$2,000,000

Designated Project or Premises Form CG 25 11 or equivalent shall be a part of the Policy. This coverage shall be primary and non-contributory from any other insurance available to TPCG, unless that insurance is provided by a different Contractor than the one on the declarations for the same operation and project location.

5.4.1.8.2 Except for those insurance policies which require a "per project" aggregate, all certificates of insurance for policies that contain an aggregate limit must be accompanied by a statement that the aggregate limit is not impaired, or, if the aggregate limit is impaired, to what extent. OWNER may require that any impaired aggregate(s) be replenished in its favor prior to commencement of work and/or during the progress of the work.

5.4.1.9 If, at any time any of the said policies shall be or become unsatisfactory to OWNER, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to OWNER, the Contractor/Subcontractor shall promptly obtain a new policy, submit the same to OWNER for approval and submit a certificate thereof as herein above provided. Upon failure of the Contractor/Subcontractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of OWNER, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor/Subcontractor to take out and/or to maintain any required insurance shall not

relieve the Contractor/Subcontractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with obligations of the Contractor/Subcontractor concerning indemnification.

5.4.2 Thirty (30) days prior notice of cancellation shall be given to OWNER by registered mail, return receipt requested, on all of the required coverage provided to OWNER in the event of cancellation, non-renewal and/or any changes by insurers with regard to limits, terms or conditions (material changes). All notices will name the Contractor/Subcontractor and identify the contract number.

## **5.5 INFORMATION TO BIDDERS**

**RISKS AND INDEMNIFICATIONS ASSUMED BY THE CONTRACTOR.** Neither the acceptance the completed work nor payment therefore shall release the Contractor/Subcontractor from his obligations from the insurance requirements or indemnification agreement.

5.5.1 Additional insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Special Conditions" section of the contract specifications.

5.5.1.1 The contractor will acquire builders risk coverage for the full value of the project, or in the case of a renovation, for the full value of the renovation which provides all risk coverage for direct physical loss or damage to buildings/contents or structures during the course of construction. This coverage shall not have a deductible higher than a \$5,000 per occurrence. The deductible is the responsibility of the contractor, and should be taken into consideration when determining contract price.

5.5.2 If any of the insurance requirements are not complied with at their renewal dates, payments to the Contractor/Subcontractor will be withheld until those requirements have been met, or at the option of OWNER, OWNER may pay the Renewal Premium and withhold such payments from any monies due the Contractor/Subcontractor. However, under no circumstances shall OWNER be responsible for the payment or provision of fees to any Broker, Wholesaler, Agent or Producer involved in the placement or renewal of the policy(ies) in question.

5.5.2.1 The contractor shall purchase and maintain boiler and machinery insurance or additional property insurance as may be required by Laws and Regulations which will include the interest of OWNER, Contractor, Subcontractor, Architect and Architect's Consultants (or ENGINEER and Engineer's Consultants) in the work all of whom shall be listed as insured or additional insured parties.

5.5.3 All policies and certificates of insurance SHALL BE APPROVED BY OWNER PRIOR TO THE INITIATION OF ANY WORK. If OWNER has any objection to the coverage afforded by or any other provisions of the insurance required to be purchased and maintained by the Contractor in accordance with the insurance requirements for the work on the basis of non-conformance with the Contract Documents, OWNER shall notify the Contractor in writing

within fifteen (15) days after receipt of the certificates. The Contractor shall provide a written response to OWNER with objections within ten (10) days from the date of the letter request.

5.5.4 Other coverage may be required by OWNER based on specific needs. If such other coverage is required for this contract, that coverage will be described in the "Special Conditions" of the contract specifications.

5.5.6 Contractors Pollution coverage with minimum limits of \$1,000,000.00 naming TPCG as an Additional Insured due to the nature of work being performed.

5.5.7 SUBCONTRACTORS - Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein for the Contractor.

5.5.8 CERTIFICATE OF INSURANCE AND INDEMNIFICATION AGREEMENT - Contractor shall furnish OWNER with certificates of insurance effecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. THESE CERTIFICATES ARE TO BE RECEIVED AND APPROVED BY OWNER BEFORE WORK COMMENCES, AND THEREAFTER UPON RENEWAL OR REPLACEMENT OF EACH REQUIRED COVERAGE. OWNER reserves the right to require complete, certified copies of all required insurance policies at any time and upon request.

5.5.9 INSURANCE REQUIREMENTS FOR CONTRACTORS - Contractors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the bid.

## **5.6 MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

### **5.6.1 COVERAGE:**

5.6.1.1 Insurance Services Office Commercial General Liability coverage ("occurrence form CG 00 01"). "Claims Made" form is unacceptable. The "occurrence form" shall not have "sunset clause".

5.6.1.2 Insurance Services Office form number CA0001 covering Automobile Liability. The policy shall provide coverage for any auto or owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.

5.6.1.3 Workers' Compensation insurance as required by the Labor Code of the State of



Louisiana, including Employers Liability insurance.

5.6.2 MINIMUM LIMITS OF INSURANCE: Contractor shall maintain limits no less than:

5.6.2.1 Commercial General Liability: Minimum \$500,000 combined single limit per occurrence for bodily injury, personal injury and property damage (or higher limits depending on size of contract).

5.6.2.2 Automobile Liability: \$500,000 combined single limit per accident, for bodily injury and property damage.

5.6.2.3 Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana (Statutory Benefits). Employers Liability limit is to be \$1,000,000.

5.6.3 DEDUCTIBLES AND SELF-INSURED RETENTIONS - Any deductibles or self-insured retentions must be declared to and approved by OWNER, TERREBONNE PARISH CONSOLIDATED GOVERNMENT. At the option of the OWNER, Terrebonne Parish Consolidated Government, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects OWNER; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

5.6.4 OTHER INSURANCE PROVISIONS: The policies are to contain, or be endorsed to contain, the following provisions:

5.6.4.1 General Liability and Automobile Liability Coverages

a) OWNER is to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to OWNER. It is understood that the business auto policy under "Who is an insured" automatically provides liability coverage in favor of OWNER.

b) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to OWNER.

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

5.6.4.2 Workers' compensation and Employer's Liability Coverage - The insurer shall agree to waive all rights of subrogation against OWNER for losses arising from work performed by the Contractor for OWNER.

5.6.4.3 All Coverages - Each insurance policy required by this clause shall be endorsed

to state that coverage shall not be suspended, non-renewed, voided, canceled thirty (30) days prior written notice by certified mail, return receipt requested to OWNER.

**5.6.5 ACCEPTABILITY OF INSURERS** - Insurance is to be placed with insurers with A.M. BEST'S RATING OF NO LESS THAN A-:VI. This requirement will be waived for workers' compensation coverage only for those contractors whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Workers' Compensation Corporation Assigned Risk Pool or Louisiana Workers' Compensation Corporation.

## **5.7 PARTIAL UTILIZATION - PROPERTY INSURANCE**

If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or allowed to lapse on account of any such partial use of occupancy.

## **5.8 PRIMARY COVERAGE**

OWNER and CONTRACTOR intend that any policies provided in response to paragraphs 5.4.1.3, 5.5.1.1, and 5.5.2.1 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 shall have no rights of recovery against any of the parties named as insured or additional insured, and if the insurers require separate waiver forms to be signed by ENGINEER, engineer's consultant or subcontractor, CONTRACTOR will obtain the same.

## **ARTICLE 6 - Contractor's Responsibilities**

**6.1 SUPERVISION:** 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 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'S SUPERINTENDENT:**

6.2.1 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. If OWNER, at any time objects to the superintendent, CONTRACTOR shall provide a replacement superintendent at no increase in Contract Price or Contract Time.

6.2.2 The Superintendent shall, as a minimum, be required to be present at a monthly meeting of the Owner in order to address any applicable questions which may arise during construction of the project and to submit request for consideration and approval of any and all applications for payment. It shall be the Contractor's responsibility to ascertain and verify the time, date and location of said meeting. In the event the Superintendent fails to attend the said meeting, Owner may at his option refrain from approving any outstanding applications for payment until the requirements of this provision are fully complied with.

**6.3 WORK HOURS:** 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.

6.3.1 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 under the project site shall be performed during normal working hours, and CONTRACTOR will not permit overtime Work or the performance of Work on Saturday, Sunday, legal holidays observed by the OWNER, or December 25th through January 1st of each year, without OWNER'S written consent given after prior written notice to ENGINEER.

6.3.2 Normal working hours shall be defined as CONTRACTOR'S normal eight-hour working period occurring between the hours set forth at the pre-construction conference, or if none are set forth, beginning at 7:00 a.m. and ending at 5:00 p.m., exclusive of Saturdays, Sundays, or legal holidays. Work during other than normal working hours may be scheduled as a regular procedure by CONTRACTOR if he first obtains written permission from OWNER. OWNER shall be entitled to recover costs for overtime inspection related to work done during other than normal working hours.

6.3.3 If CONTRACTOR, after reviewing the Contract Documents, and for his convenience and at no increase in Contract Price, feels that scheduled work during other than normal work hours will be required to complete the work within the Contract Time, CONTRACTOR shall submit a proposed schedule for said work with the construction schedule as described in Paragraph 2.6 of the General Conditions. This schedule will be reviewed for acceptance by OWNER and discussed at the pre-construction conference as described in Paragraph 2.8 of the General Conditions. If the schedule is accepted by OWNER, OWNER will not seek to recover costs for overtime inspection. OWNER'S approval of CONTRACTOR'S schedule will not be considered a basis for a change in the Contract Price. Changes in Contract Price will be resolved in accordance with Article 11 of the General Conditions.

6.3.4 If at any time subsequent to the submission of the construction schedule, an event within the control of CONTRACTOR occurs which, in the opinion of CONTRACTOR, requires him to request approval to schedule Work during other than normal working hours, for his convenience

and at no increase in Contract Price, he shall submit at least three (3) working days in advance of overtime period proposed a revised schedule to ENGINEER. If OWNER accepts the schedule, CONTRACTOR will be notified in writing.

6.3.5 If the work performed during other than normal working hours is not scheduled in accordance with the procedures described above, or if CONTRACTOR'S schedule is not accepted by OWNER, OWNER will invoice CONTRACTOR for the costs of overtime inspection which will include but may not be limited to costs for engineering, resident project representatives, administrative expenses and other related costs. In the event CONTRACTOR fails to pay such costs within 30 days after receipt of an invoice from OWNER, the unpaid amount will be deducted from CONTRACTOR'S pay estimates and charged to the Contract.

6.3.6 CONTRACTOR shall light the parts of the work performed during other than normal working hours as required to comply with the Municipality or Agency with jurisdiction.

**6.4 MATERIALS, EQUIPMENT AND LABOR:** 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 and sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

**6.5 MATERIALS AND EQUIPMENT:**

6.5.1 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. 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 subparagraphs 9.13.3 or 9.13.4.

6.5.1.1 Manufacturer's warranty for all material, products and equipment to be furnished by the CONTRACTOR and to be incorporated into the completed work shall be furnished to the OWNER through the CONTRACTOR.

6.5.1.2 The manufacturer of all materials, products and equipment shall furnish complete information as to any special conditions, or restriction to be applied in the use of these items. Should the manner or method of installation, specified performance or test results as set forth in these specifications be contrary to the manufacturer's recommendations for use of the product, the manufacturer shall at once notify the CONTRACTOR who shall forward same to the ENGINEER for appropriate action. Lack of such notification shall be certification by the CONTRACTOR that specification requirements will be met by the material, products and equipment under project conditions.

6.5.1.3 Data submitted on all equipment shall include complete maintenance instructions and parts lists in sufficient detail to facilitate ordering replacements.

*6.5.2 Any equipment proposed for installation by the CONTRACTOR shall meet the intent and provisions of the specifications. All equipment shall be equal in performance to that specified. Performance shall mean equal in quality of construction and materials, efficiency, ease of maintenance, reliability and ability to meet the design parameters on which the specifications are based. Service over the life of the equipment is another factor on which the specification is based and the CONTRACTOR shall provide a written assurance that local service and a manufacturers' representative are currently available to provide service.*

*6.5.3 It shall be the responsibility of the CONTRACTOR to make certain that any equipment included in his bid meets the above- listed requirements. The CONTRACTOR shall submit to the ENGINEER a list of similar installations by the manufacturer of all major items of equipment to enable ENGINEER to determine their compliance with these drawings and specifications in regard to performance, design, arrangement and capacity. ENGINEER's out-of- pocket expenses to investigate and inspect similar installations of major items of equipment shall be paid by the CONTRACTOR.*

**6.6 ADJUSTING PROGRESS SCHEDULE:** CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.6.1) 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.

**6.7 SUBSTITUTES OR "OR-EQUAL" ITEMS:**

See Article 8 of Section B Instructions to Bidders

**6.8 CONCERNING SUBCONTRACTORS, SUPPLIERS AND OTHERS:**

6.8.1 CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and ENGINEER as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection as to their responsibility. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

6.8.2 A Subcontractor or other person or organization identified in CONTRACTOR'S Bid and not objected to in writing by OWNER prior to the execution of the Agreement will be deemed acceptable to OWNER. All other Subcontractors shall be deemed to have been accepted if OWNER does not deliver a written objection thereto within 45 days after CONTRACTOR'S written identification of such Subcontractors. However, if, in accordance with the Louisiana Public Bid Law, OWNER has reasonable objection as to the responsibility of any Subcontractor whether identified in the Bid or subsequently, CONTRACTOR shall submit an acceptable substitute without entitlement to any change in the Contract Price. After acceptance by OWNER

of any particular Subcontractor, CONTRACTOR shall make no substitution without written approval of OWNER. No acceptance by OWNER of any such Subcontractor, supplier, or other person or organization shall constitute a waiver of any right of OWNER to reject defective work.

**6.9 RESPONSIBILITY OF CONTRACTOR FOR SUBCONTRACTORS AND SUPPLIERS:**

6.9.1 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 Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

6.9.2 The CONTRACTOR shall coordinate the Work of Subcontractors to avoid conflicts and to assure clearances. Shop drawings of various trades shall be compared by CONTRACTOR before submittal to the ENGINEER for approval, to ascertain that the installation proposed does not conflict with the structured support or space requirement. The CONTRACTOR shall have full responsibility for satisfactory coordination and completion of all subcontract items.

6.9.3 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. The Divisions of the Specifications are complementary, and anything mentioned or shown in a Division of the Specifications or in a Specific Trade Drawing shall be of like effect as if shown in all Divisions of the Specifications and in all Drawings.

6.9.4 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 as required by paragraph 5.8. CONTRACTOR shall pay each Subcontractor a just share of any insurance moneys received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.4.1.3 and 5.5.2.1.

**6.10 PATENT FEES AND ROYALTIES:** 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 any one 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.

**6.11 PERMITS:** Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses including appropriate NPDES/LPDES permits. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or if there are no Bids on the Effective Date of the Agreement, 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.

**6.12 LAWS AND REGULATIONS:**

6.12.1 CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work including appropriate NPDES/LDPES regulations. 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.

6.12.2 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 by one of the methods indicated in paragraph 3.4. 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.

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

**6.14 USE OF PREMISES:** 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 area, 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 by 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.

**6.15 CLEANING PREMISES:** 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.

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

**6.17 RECORD DOCUMENTS:** CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during the construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to ENGINEER for OWNER.

**6.18 SAFETY AND PROTECTION:** 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:

6.18.1 All employees on the Work and other persons and organizations who may be affected thereby;

6.18.2 All the Work and materials and equipment to be incorporated whether in storage on or off the site.

6.18.3 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 of 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 6.18.2 or 6.18.3 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 in accordance with paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

**6.19 SAFETY REPRESENTATIVE:** 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.

**6.20 EMERGENCIES:** In emergencies affecting the safety or protection of persons, 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 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 Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

**6.21 SHOP DRAWINGS:** After checking and verifying all field measurements, CONTRACTOR shall submit to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9), five copies of all Shop Drawings, unless otherwise indicated in the Supplemental Conditions, 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, specific performance and design criteria, materials and similar data to enable ENGINEER to review the information as required.

**6.22 SAMPLES:** CONTRACTOR shall also submit to ENGINEER for review and acceptance 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.

#### **6.23 SHOP DRAWINGS AND SAMPLES SUBMISSION REQUIREMENTS:**

6.23.1 Before submission of each Shop Drawing or sample, CONTRACTOR shall have determined and verified all quantities, dimensions, specific 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.

6.23.2 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 acceptance of each such variation.

#### **6.24 ENGINEER'S REVIEW OF SHOP DRAWINGS AND SAMPLES:**

6.24.1 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, sequences, techniques or procedures of construction 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 any 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.

6.24.2 After his first review and comments on the Shop Drawings and samples the ENGINEER will either give his approval in accordance with the provisions of paragraphs 6.24.1, or request changes and corrections as noted. The CONTRACTOR shall then make changes and corrections noted and return them to the ENGINEER. If the Shop Drawings and samples are then acceptable, the ENGINEER will return them to the CONTRACTOR, as approved. However, if further revisions are required, ENGINEER'S cost and expenses of further review shall be paid by the CONTRACTOR.

6.24.3 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 called ENGINEER'S attention to such variation at the time of submission as required by paragraph 6.23.2 and ENGINEER has given written approval of each such variation by a specific written notation 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 6.23.1 and 6.23.2.

6.24.4 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.

**6.25 CONTINUING THE WORK:** CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with OWNER. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as CONTRACTOR and OWNER may otherwise agree in writing.

**6.26 INDEMNIFICATION:**

6.26.1 To the fullest extent permitted by law, the CONTRACTOR shall protect, defend, indemnify, save and hold harmless the OWNER, Terrebonne Parish Consolidated Government, including all Parish Departments, its elected and appointed officials, Agencies, Councils, Boards and Commissions, Districts, their officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense, losses, suits, costs, actions, fines, penalties, actions, and liability, whether actual or alleged, arising out of or resulting from injury, sickness, disease or death to any person or the damage, loss, expense or destruction of any property, including loss of use resulting therefrom, which may occur, be caused by, or in any way resulting from any actual or alleged act, omission, negligence, misconduct, or strict liability of CONTRACTOR, its agents, its sub-contractors, partners, servants, officers employees, volunteers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, related to the performance or non-performance of the contract herein entered into, including any and all costs, fines, penalties, expense and/or attorney fees, including but not limited to expert witness fees, incurred by the Terrebonne Parish Consolidated Government, all Parish Departments, its elected and appointed officials, Agencies, Councils, Districts, Boards and Commissions, their officers, agents, servants and employees, including volunteers, as a result of any such claims, demands and/or causes of action except those arising out of the.... sole .....negligence of Terrebonne Parish Consolidated Government, all Parish Departments, its elected and appointed officials, Districts, Agencies, Councils Boards and Commissions, their officers, agents servants and employees, including volunteers. The CONTRACTOR shall investigate, adjust, settle, contest to resolution, resist claims, handle, respond to, provide defense for and defend any such claims, demands, proceedings, judgments, or suits at its sole expense related thereto, even if such claim, proceeding, judgment, demand or suite is groundless, false or fraudulent.

6.26.2 In 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 this paragraph 6.26 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 workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.26.3 The obligations of CONTRACTOR under this paragraph 6.26 shall not extend to the liability of ENGINEER, his agents or employees arising out of the preparation or approval of

maps, drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

**6.27 PROJECT MEETINGS:** CONTRACTOR, along with appropriate Subcontractors, shall attend project meetings requested by OWNER for the purpose of discussing and resolving matters concerning the various elements of the work.

**6.28** CONTRACTOR shall perform all work under this Agreement as an independent contractor and shall not be considered as an agent, employee, or servant of OWNER, nor shall CONTRACTOR'S subcontractors, employee's agents or servants, be considered to be agents, employees, or servants of OWNER.

**6.29 QUALITY CONTROL:**

6.29.1 CONTRACTOR shall establish a quality control system, narrative in style, to perform sufficient supervision, inspection and testing of all items of work including that of his Subcontractors to insure conformance to applicable Specifications and Drawings with respect to the material, workmanship, construction, finish, functional performance and identification. CONTRACTOR'S quality control system will specifically include the surveillance of the tests required in the technical provisions of the Specifications. A person shall be placed in charge of the CONTRACTOR'S quality control system and that person shall be other than the CONTRACTOR'S superintendent.

6.29.2 CONTRACTOR'S quality control will specifically include the checking, approval and coordination of all Shop Drawings, the ascertaining of the compliance of all items with specification requirements and the tests required in the technical provisions of the specifications, a procedure for preparing non-conformance reports, and completing a Daily Quality Control Report.

6.29.3 CONTRACTOR has the sole responsibility for compliance of the construction with the requirements of the Drawings and Specifications and the quality control system shall be such that this compliance is assured.

6.29.4 The quality control person shall, in the presence of the OWNER'S or ENGINEER'S Project Representative, check all contractor established elevations, the location of all underground pipelines and electrical conduits before covering begins, all reinforcing steel before pouring concrete, and any other item which cannot be located and inspected when work is complete. Data obtained shall be recorded by the quality control person on the record documents.

6.29.5 Within ten days after the date of the Agreement, CONTRACTOR shall furnish ENGINEER a quality control plan which shall include the name and experience record of the person in charge, procedures, instructions and reports to be used.

6.29.6 The form of Quality Control Daily Report is shown in Exhibit "B". This form shall be completed by the CONTRACTOR and each sub-contractor. This daily report shall include complete information as to personnel and equipment being utilized on the project along with a summary of work activities, (i.e., footage of various pipe laid, piles driven, equipment installed

etc.) for each days work. These daily reports shall be included with CONTRACTOR'S monthly application for payment. The application for payment will be considered incomplete and will not be processed without inclusion of the Quality Control Daily Reports.

## **ARTICLE 7 - Other Work**

**7.1 RELATED WORK AT SITE:** 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 which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work.

**7.2 ACCESS TO THE SITE:** 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.

**7.3 ACCEPTANCE OF THE WORK OF OTHERS:** 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 unsuitable for such proper execution and results. CONTRACTOR'S failure so to report shall 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 COORDINATION:**

**7.4.1** Whenever Work to be performed by CONTRACTOR is dependent upon the work of other parties, CONTRACTOR shall coordinate that Work with the dependent work to the same extent that CONTRACTOR is required to coordinate dependent Subcontractor Work. Installation of Work by CONTRACTOR, directly or through a Subcontractor, in any given area, shall constitute acceptance by CONTRACTOR (including the Subcontractor) of all previously placed dependent work.

**7.4.2** If OWNER contracts with other parties for other work, ENGINEER will have the authority and responsibility for coordinating activities of CONTRACTOR and those parties, unless another person or organization with specific authority and responsibility for coordination of the CONTRACTOR and those other parties is expressly designated in the Supplementary Conditions or at the pre-construction conference.

7.4.3 If OWNER contracts with other parties for other work, CONTRACTOR shall be responsible for cooperating with ENGINEER fully in the coordination of CONTRACTOR's Submittals with dependent Submittals of those other parties whose work in any way relates or depends upon the Work, or visa versa. When submitted to ENGINEER any such coordinated Submittal of CONTRACTOR shall identify by specific notation, within or attached to that Submittal, each and every item of interface with the other work.

## **7.5 MUTUAL DUTIES AND RESPONSIBILITIES:**

7.5.1 If CONTRACTOR causes damage to the work or property of others, or if a claim arising out of CONTRACTOR's execution of Work is made by another party against CONTRACTOR, OWNER, or ENGINEER, CONTRACTOR shall promptly attempt to settle with that party by agreement or otherwise resolve the claim. CONTRACTOR shall defend, indemnify and hold harmless OWNER, ENGINEER and others as provided in paragraph 5.2, from and against all claims arising out of or resulting from damage by CONTRACTOR to the work or property of others or from CONTRACTOR's execution of the Work.

7.5.2 If another party causes damage to Work or property of CONTRACTOR, or if the performance of other work results in any claim by CONTRACTOR, CONTRACTOR shall promptly attempt to settle with that party by agreement or otherwise resolve the claim. CONTRACTOR shall not begin any action against OWNER or ENGINEER, their consultants, agents or any of their directors, officers, shareholders, agents or employees, or others indemnified as provided in paragraph 5.2, or permit any action against them to be maintained in CONTRACTOR's name or for CONTRACTOR's benefit before any court or tribunal, which action seeks to impose any liability or recover any damages from OWNER or ENGINEER for such claim.

7.5.3 Except as excluded in paragraph 7.5.4, if any party performing other work causes suspension of Work resulting in unreasonable delay under the circumstances, and if, upon a request from CONTRACTOR, OWNER concludes that any such delay requires a change in Contract Price or Contract Time, OWNER shall, pursuant to Articles 10 through 12, authorize such a change in Contract Price or Contract Time, or both.

7.5.4 If a party performing other work is granted an extension in a contract time only (based on unreasonable delay under circumstances not caused in whole or in part by acts or omissions of that party, OWNER, ENGINEER or OWNER's representative on that other work), and if, upon a request from CONTRACTOR, OWNER concludes that the extension granted to the other work requires a change in a coterminous Contract Time in the Contract Documents, OWNER shall authorize the necessary change in Contract Time only.

**7.6 CONTRACTOR'S RESPONSIBILITY FOR OWNER COSTS:** If CONTRACTOR becomes involved in settling or otherwise resolving claims with other persons performing other work arising out of events covered under paragraphs 7.5.1 or 7.5.2, or because of any other similar controversy, including damage to the Work or other work or a dispute about responsibility for clean-up or any other issue, neither OWNER, ENGINEER, nor any of their consultants, agents

nor any of their directors, officers, stockholders nor employees will be involved in any way in such actions (except if subpoenaed). If OWNER incurs costs contrary to the provisions of this Article, CONTRACTOR shall reimburse those costs to the OWNER.

## **ARTICLE 8 - Owner's Responsibilities**

**8.1** Written communications from OWNER to CONTRACTOR will generally be issued through ENGINEER. If the need arises to issue written communication directly, a copy will be issued concurrently to ENGINEER. Written communications from CONTRACTOR to OWNER shall be issued to ENGINEER (and include two (2) copies for OWNER); from Subcontractor or Suppliers shall be issued through CONTRACTOR.

**8.2** In case of termination of the employment of ENGINEER, OWNER shall appoint another ENGINEER whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to the provisions of Article 16.

**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 as provided in paragraphs 14.4 and 14.13.

**8.4** OWNER'S duties in respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by ENGINEER in preparing the Drawings and Specifications.

**8.5** OWNER is obligated to execute Change Orders, either unilateral or negotiated, in OWNER's sole discretion, covering necessary changes in the work.

**8.6** OWNER'S responsibility in respect to certain inspections, tests and approvals is set forth in paragraph 13.4.

**8.7** In connection with OWNER'S right to stop Work or suspend Work, see paragraphs 13.10 and 15.1. Paragraph 15.2 deals with OWNER'S right to terminate services of CONTRACTOR under certain circumstances.

## **ARTICLE 9 - Engineer's Status during Construction**

**9.1 OWNER'S REPRESENTATIVE:** The OWNER will provide an OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of OWNER'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER.

**9.2 VISITS TO SITE:** In addition to the OWNER's representative, ENGINEER will make visits to the site at intervals appropriate to the various stages of 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. Neither the OWNER's representative nor the ENGINEER will be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER'S efforts will be directed 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.

**9.3 PROJECT REPRESENTATION:** OWNER may furnish a Resident Project Representative to assist ENGINEER in observing the performance of the Work.

**9.4 CLARIFICATIONS AND INTERPRETATIONS:** ENGINEER will issue with reasonable promptness such written clarification of 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 Contract Time, CONTRACTOR may make a claim therefore as provided in Article 11 or Article 12 of the General Conditions.

**9.5 AUTHORIZED VARIATIONS IN WORK:**

9.5.1 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, and also on CONTRACTOR who shall perform the Work involved promptly. If CONTRACTOR believes that a Field Order 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 therefore as provided in Article 11 or 12.

9.5.2 ENGINEER shall prepare change orders at OWNER'S request, and when required by the contract documents, ENGINEER shall set the price and/or time adjustments he deems reasonable.

**9.6 REJECTING DEFECTIVE WORK:** ENGINEER, based on its observations, reports of resident engineer(s) and/or reports of Resident Project Representative(s) will have authority to disapprove or reject Work at any time during the construction of the Work, which does not conform to the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the work as provided in Paragraph 13.9, whether or not the Work is fabricated, installed, or completed. When CONTRACTOR has been notified by ENGINEER of disapproval or rejection of non-conforming Work, CONTRACTOR shall take immediate action to correct same.

**9.7 SHOP DRAWINGS:** In connection with ENGINEER'S responsibility for Shop Drawings and samples, see paragraphs 6.21 through 6.25, inclusive.



**9.8 CHANGE ORDERS:** In connection with ENGINEER'S responsibilities for Change Orders, see Articles 10, 11 and 12.

**9.9 PAYMENTS:** In connection with ENGINEER'S responsibilities in respect of Applications for Payment, etc., see Article 14.

**9.10 DETERMINATIONS FOR UNIT PRICES:** 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 of Payment or otherwise). ENGINEER's written decision will be final and binding on CONTRACTOR, unless within ten days after the date of any such decision, CONTRACTOR delivers to the ENGINEER and OWNER written notice of intention to appeal the ENGINEER's decision.

**9.11 DECISIONS ON DISPUTES:** 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 of 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. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to ENGINEER and the other party to the Agreement 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 of after such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim.

**9.12** When functioning as interpreter and judge under paragraphs 9.10 and 9.11, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to paragraph 9.10 and 9.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.16) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

**9.13 LIMITATIONS ON ENGINEER'S RESPONSIBILITIES:**

9.13.1 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.

9.13.2 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 requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment 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 9.13.3 or 9.13.4.

9.13.3 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.

9.13.4 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**

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 Change Order, Field Order, or a Work Directive Change. 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).

**10.1 CHANGE ORDERS:** Change orders may be issued by OWNER in one of the following manners:

10.1.1 Bilateral change order: Type of order issued to CONTRACTOR when OWNER and CONTRACTOR have agreed on the price and time adjustment made necessary by the particular change order.

10.1.2 Unilateral change order: Type of order issued to CONTRACTOR when OWNER and CONTRACTOR cannot agree on the price and/or time adjustment necessitated by the particular change order, within the scope of the project. The OWNER will issue the unilateral change order setting forth such price and/or time adjustments that ENGINEER shall deem reasonable. Any dispute in connection with the issuance of a unilateral change order shall be subject to the provisions of paragraph 9.11 and Article 16.

**10.2 CHANGE ORDER CLAIM:** If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change or Change

Order, a claim may be made therefore as provided in Article 11 or Article 12.

**10.3** 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 as provided in paragraphs 3.4 and 3.5, except in the case of an emergency as provided in paragraph 6.20 and except in the case of uncovering Work as provided in paragraph 13.9.

**10.4** OWNER and CONTRACTOR shall execute appropriate Change Orders covering:

10.4.1 Changes in the Work which are ordered by OWNER pursuant to Article 10, 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;

10.4.2 Changes in the Contract Price or Contract Time which are agreed to by the parties; and

10.4.3 Changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.25.

**10.5** 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.

**10.6** WRITTEN PROPOSALS: At any time ENGINEER may request a quotation from CONTRACTOR for a proposed change in the Work. Within 15 calendar days after receipt of a Notice of a Proposed Change, unless otherwise indicated in the Notice, CONTRACTOR shall submit a written and detailed proposal for an increase or decrease in the Contract Price or Contract Time corresponding to the proposed change. 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 accordance with the requirements of Articles 11 and 12 and in sufficient detail to reasonably permit an analysis by ENGINEER of all material, labor, equipment, subcontract, and overhead costs and fees and shall cover all aspects of the work involved in the change, whether such was deleted, added, changed, or impacted. Any amount claimed for subcontracts shall be similarly supported. Itemized schedule adjustments shall be in sufficient detail to permit an analysis of impact. 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 quotation will not constitute a basis for an increase in contract time.

**10.7** FIELD ORDER: ENGINEER may authorize minor changes in the Work not involving an

adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order or in the approval of a shop drawing or sample, and shall be binding on CONTRACTOR. CONTRACTOR shall proceed with the performance of the changes in the Work so authorized by ENGINEER unless CONTRACTOR believes that such Field Order or approved shop drawing or sample entitles him to a change in the Contract Price or Time, or both, in which case CONTRACTOR shall give ENGINEER a written Notice of a Proposed Change thereof along with supporting documentation within 3 days of receipt of the Field Order or the approved shop drawing or sample and prior to commencing work. CONTRACTOR shall document the basis for the change in Contract Price or Time in accordance with paragraph 10.6 and the requirements of Article 11 and Article 12. Request for a Change Order to adjust Contract Price or Time arising out of a Field Order or an approved shop drawing will not be considered without the attachment thereto of a copy of the referenced Field Order or approved shop drawing. No claim by CONTRACTOR will be allowed if The Notice of a Proposed Change is submitted after Work on the Field Order or the approved shop drawing or sample has commenced, or after Final Payment under this Agreement.

**10.8 CONTRACTOR'S ACCEPTANCE OF A CHANGE ORDER:** The increase or decrease in Contract Price or Contract Time, or both stated in a Change Order signed by CONTRACTOR shall unequivocally comprise the total price and/or time adjustment due or owed for the Work or changes defined in the Change Order. By executing a Change Order, CONTRACTOR acknowledges and agrees that the stipulated increases or decreases in Contract Price and/or time represent full compensation for all increases or decreases in the cost of or the time required to perform the entire Work under the contract arising directly or indirectly from the change, including the costs and delays associated with the interruption of schedules, extended overheads, delay, loss of momentum, acceleration to overcome delays and loss of momentum, and cumulative impacts or ripple effect on all other non-affected work under this contract. Such signing of a Change Order constitutes full and mutual accord and satisfaction for the adjustment in Contract Price 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 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 will waive all rights to file a claim on the Change Order after it is properly executed by OWNER and CONTRACTOR

**10.9** If upon the review of any proposal or claim submitted by CONTRACTOR, ENGINEER or OWNER determines that an adjustment or that no adjustment in Contract Price or Contract Time is justified under the Contract documents, that determination shall be final and binding on CONTRACTOR unless CONTRACTOR files a subsequent written notice of claim in the form of a Notice of Proposed Change in accordance with Articles 11 and 12, referencing the disputed determination, and CONTRACTOR furnishes any additional supporting data requested by ENGINEER or OWNER.

## **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. CONTRACTOR shall notify ENGINEER by means of a Written Notice of a Proposed Change within fifteen days, or earlier if so required elsewhere in the Contract Documents, of the occurrence of an event which CONTRACTOR believes entitles him to a change in the Contract Price. Supporting data shall be delivered within fifteen days of such notice or within thirty days of such occurrence, whichever is later, unless OWNER allows an additional period of time to ascertain accurate cost data. CONTRACTOR must prove that additional costs were necessarily incurred which meet the criteria set forth in Paragraph 10.4, despite CONTRACTOR'S reasonable, prudent, and diligent efforts to prevent such costs. Failure of CONTRACTOR to comply with the time requirements for written Notice of a Proposed Change or for submittal of supporting data shall be considered to be a waiver by CONTRACTOR of any claim for an addition to the Contract Price.

**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 LUMP SUM PRICES INCLUDED IN THE CONTRACT:** Where the Work involved is covered by lump sum prices included in the Proposal Documents, Schedule of Contract Items and Unit Price; the Contract Price shall be adjusted by the lump sum prices.

**11.3.2 UNIT PRICES INCLUDED IN THE CONTRACT:** Where the Work involved is covered by unit prices included in the Proposal Documents, Schedule of Contract Items and Unit Price,

and the actual quantities required differ from that shown on the Proposal Documents, or those indicated in the Contract Documents, the Contract Price shall be adjusted by application of unit prices to the actual quantities of the items involved.

**11.3.3 NEGOTIATED UNIT PRICES:** If the Work involved is not covered by unit prices contained in the Contract Documents, unit prices may be negotiated on the basis of costs estimated in accordance with this Article 11.

**11.3.4 NEGOTIATED LUMP SUM:** If the Contract Price is adjusted on the basis of an agreed to Lump Sum, and the costs are estimated in accordance with this Article 11.

**11.3.5 COST OF THE WORK:** If OWNER and CONTRACTOR cannot agree that any of the methods described in 11.3.1, 11.3.2, 11.3.3 or 11.3.4 above are appropriate for the proposed work, OWNER may direct CONTRACTOR to proceed on the basis of actual costs in accordance with Article 11.

**11.3.6 UNILATERAL CHANGE ORDER:** If OWNER and CONTRACTOR cannot agree on the price and/or time adjustment necessitated by the particular proposed change order, the OWNER may issue a unilateral change order setting forth such price and/or time adjustments that ENGINEER shall deem reasonable.

**11.4 COST OF THE WORK:** The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 The Cost of the Work involved includes payroll costs for CONTRACTOR's craft labor, including foremen, assigned to the site and engaged in furnishing and incorporating materials or equipment in the Work involved. Labor work hours shall not exceed current "Means open Shop Building Construction Cost data" applicable to the work involved. Payroll costs shall include wages and may include those labor burdens expressly certified in advance by a duly authorized financial representative of CONTRACTOR and so approved by OWNER, Examples of labor burdens include social security, unemployment taxes, worker's compensation, health and retirement benefits, vacation and holiday pay. When determining actual payroll costs under paragraph 11.3.5: (a) contemporaneously, daily time sheets certified by CONTRACTOR and verified by ENGINEER along with certified payroll records shall be valid records; (b) after-the- fact daily time sheets shall be valid only if they expressly correlate to the Work involved, and if recorded at that time and used for payroll.

11.4.2 The Cost of the Work involved includes payments by CONTRACTOR to Suppliers for material and equipment used in the Work involved, including transportation, storage and necessary Suppliers' field services. All trade discounts, rebates and refunds and all returns from sale of surplus items shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained. If required by OWNER, CONTRACTOR shall obtain bids for designated materials or equipment and nominate at least two (2) Suppliers for selection by OWNER. When determining actual Supplier costs, invoices segregating items associated with the Work involved shall be the record upon which to base actual costs.

11.4.3 The Cost of the work involved includes payments made by the CONTRACTOR to Subcontractor for the Work involved performed by the Subcontractor. The methods for calculating Subcontractors' costs shall be the same as for CONTRACTOR costs, except that the term Subcontractor shall replace the term "CONTRACTOR", context permitting. If OWNER requires, CONTRACTOR shall obtain detailed competitive sub-bids and nominate at least two (2) Subcontractors for the performance of any work involved for selection by OWNER.

11.4.3.1 All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4 Construction Equipment Costs: The Cost of the work involved includes costs for individual construction equipment with replacement value in excess of \$1,000,000. Transportation, loading and unloading, installation, dismantling and removal costs shall be allowed only if prior consent is obtained from ENGINEER, and if equipment is, or was, transported to the site solely for the Work involved. Shipping costs will be allowed if the equipment requires the use of a carrier, and provided the travel distance does not exceed that for equipment in Terrebonne Parish. When multiple attachments are used, only the highest cost

attachment shall be recoverable. Equipment costs shall cease when the equipment is no longer needed for the Work involved. Payroll costs for labor operating the equipment are as specified in paragraph 11.4.1. Equipment costs shall be computed using the same accounting and estimating rules and prices, whether related to added or deleted Work.

11.4.4.1 When determining actual construction equipment costs under paragraph 11.3.5: (a) contemporaneously, daily logs of the equipment, operators and actual usage, verified by ENGINEER, shall be the valid records; (b) after-the-fact, such daily records shall be valid only if developed when the Work involved was performed and used for accounting purposes.

11.4.4.2 Rented or owned equipment at the site, idled solely by actions of OWNER or ENGINEER, shall be paid at the rates for rented equipment, or based on fifty percent (50%) of the rates for owned equipment, respectively, provided that the idle period exceeds that normally experienced for such equipment and occurs during normal working hours.

11.4.4.3 Rented or Leased Construction Equipment: Construction equipment rented or leased from third parties shall be priced using either the specific rates negotiated between OWNER and CONTRACTOR (based on the actual rental or lease agreements), or in the event that no agreement is reached, using those rates listed in the Rental Rate "Blue Book" published by Dataquest, Inc. for the region covering the New Orleans metropolitan area and applicable to the equipment (model number and year), but in no event shall the rate exceed those issued by local equipment rental companies within Terrebonne Parish. The equipment rate for second or third shift Work shall not exceed fifty percent (50%) of the base rate. Operating costs shall not exceed the hourly operation rate in the Blue Book. Hourly rates for equipment previously in use on the work for at least a month shall be based on the monthly rate divided by 176 hours. Equipment previously in use for only one week or not previously in use at the site shall not be invoiced to OWNER at rates higher than the following schedule of equipment use and payment category: applicable to equipment listed in the Rental Rate "Blue Book"

Less than 8 hours	Hourly Rate
1 day but less than 7 days	Daily Rate
1 week but less than 30 days	Weekly Rate
30 days or more (when in use)	Monthly Rate

11.4.4.4 Owned Construction Equipment: Construction equipment Owned by CONTRACTOR, or rented or leased from lessors associated with or owned by CONTRACTOR, shall be priced using either the specific rates negotiated between OWNER and CONTRACTOR (based on rates consistent with CONTRACTOR's normal accounting practices), or in the event that no agreement is reached, using the rates listed in the "Contractor's Equipment Cost Guide" published by Dataquest, Inc. for the region covering the New Orleans metropolitan area, but in no event shall the equipment ownership costs exceed rental rates of local equipment rental companies within Terrebonne Parish and operating costs shall not exceed the hourly operation rate in the

Blue Book. For multiple shifts, rates shall not exceed the shift Work adjustments recommended in the "Contractor's Equipment Cost Guide".

**11.4.5 Supplemental costs including the following:**

11.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

11.4.5.2 Costs of field supplies and purchase costs (less market value if not consumed) of tools individually valued at less than \$1,000 that are not owned by the workers, if CONTRACTOR provides an itemized list of the field supplies and tools required for the performance of the Work involved; however, no such costs shall be allowed over 4% of the labor costs under paragraph 11.4.1, excluding burdens, unless CONTRACTOR furnishes detailed data sufficient to allow verification that a higher percentage is appropriate for the work involved.

11.4.5.3 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

11.4.5.4 Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

11.4.5.5 Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the performance and furnishing of the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.6 The costs of utilities, fuel and sanitary facilities at the site.

11.4.5.7 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.8 Cost of premiums for additional Bonds and insurance required because of changes in the Work.

**11.5 The term Cost of the Work shall not include any of the following:**

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects,



estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work, all of which are to be considered administrative costs covered by the Contractor's Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4 Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.4.5.8 above).

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.5.7 Attorney's Fees and/or Court Costs.

11.5.8 Costs or fees of consultants retained or utilized by CONTRACTOR, or his agents, for the purpose of making or filing a claim against OWNER, pursuing litigation or defending any claim and/or dispute.

11.5.9 CONTRACTOR shall not be allowed to include as part of the Cost of the Work involved any construction equipment or supplemental costs that cannot be shown to increase on account of, or are not directly attributable to, the performance of the Work involved. Payroll costs for the full time resident superintendent included within the requirements of paragraph 6.2.1 are but one example of such costs.

**11.6 CONTRACTOR'S FEE:** The CONTRACTOR'S fee allowed to CONTRACTOR for overhead and profit shall be determined by negotiations. The objective of negotiations shall be the exercise of sound business judgment including a fair and reasonable profit based on assumptions of risk, exposure to weather, size of the change, percent of subcontracted work, equipment requirements, and time of performance. In no case, however, shall the fee for overhead and profit exceed the following percentages of the various portions of the Cost of the Work:

11.6.1 For costs incurred under paragraphs 11.4.1 and 11.4.2, the CONTRACTOR'S fee shall not exceed 15%;

11.6.2 For costs incurred under paragraph 11.4.3, and for work performed by a CONTRACTOR'S Subcontractor, the CONTRACTOR'S fee shall not exceed 10% and the Subcontractor's fee shall not exceed 15%; for costs incurred under paragraph 11.4.3, and Work performed by a Subcontractor's Subcontractor, the CONTRACTOR'S and the Subcontractor's fee shall not exceed 5% and 5%, and the Subcontractor's Subcontractor's fee shall not exceed 15%.

11.6.3 No fee shall be payable on the basis of costs itemized under paragraphs 11.4.4 and 11.5.

11.6.4 The amount of credit to be allowed by CONTRACTOR to OWNER for any such a change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR'S fee in accordance with the following:

11.6.5 When both additions and credits are involved in one change, and the additions exceed the credits, the adjustment in CONTRACTOR'S fee shall be computed on the amount by which the additions exceed the credits, except that no adjustments shall be allowed on the costs developed in accordance with paragraph 11.3.1;

11.6.6 When both additions and credits are involved in one change, and the credits exceed the additions, CONTRACTOR will be allowed to retain fee on the amount by which the credits exceed the additions, except that no adjustment shall be allowed on the costs developed in accordance with paragraph 11.3.1 or 11.3.2.

11.7 Whenever the cost of any Work is to be determined pursuant to paragraph 11.4 or 11.5, CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

## **11.8 RESERVED**

## **11.9 UNIT PRICE WORK:**

11.9.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with Paragraph 9.10.

11.9.2 Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

11.9.3 Unit Prices contained in the initial Contract shall not be changed under any circumstances. (Reference Louisiana Public Bid Law).

11.9.4 If CONTRACTOR believes a variation from estimated quantities of Unit Price Work is

such as to require an increase in the Contract Time, CONTRACTOR shall within seven days of knowledge of the variation in quantities, submit a written Notice of a Proposed Change to ENGINEER, and proceed to substantiate his claim within fifteen days of the delivery of the notice with the analysis and documentation required in this Section of the General Requirements.

## **ARTICLE 12: Change of Contract Time**

**12.1** The Contract Time may only be changed by a Change Order. Any claim or request for an extension in the Contract Time shall be based on a written Notice of a Proposed Change delivered to ENGINEER within seven days, or earlier if so required in the Contract Documents, of the occurrence of the event giving rise to the request or claim. Supporting data as to the extent of the request or claim shall be delivered within fifteen days of such Notice, or within twenty-two days of the event giving rise to the occurrence, whichever is later, unless ENGINEER allows an additional period of time to ascertain more accurate data. CONTRACTOR must prove that extensions to the Contract Time have materialized which meet the combined criteria set forth in paragraph 12.2 below and Official Progress Schedules of the General Requirements, despite CONTRACTOR'S reasonable, prudent, and diligent efforts to prevent or overcome such delays. Failure of CONTRACTOR to comply with the time requirements for written Notice or for submittal of supporting data shall be considered to be a waiver by CONTRACTOR of any claim for an extension in the Contract Time.

**12.2** The Contract Time will be extended in an amount equal to the time lost due to delays beyond the control and without the fault of CONTRACTOR, and which CONTRACTOR could not have guarded against, if a claim is made therefore as provided in Paragraph 12.1 and is substantiated to the satisfaction of OWNER. Such delays may include, but not limited too, unusually severe weather, sink holes, archaeological finds, acts of God, acts of the public enemy, acts of OWNER in either its sovereign or contractual capacity, furnishing of lands, right-of-way or easements by OWNER, acts of another CONTRACTOR in the performance of a Contract with OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of Subcontractors of Suppliers at any tier arising from causes other than normal weather beyond the control and without the fault or negligence of both CONTRACTOR and such Subcontractors and Suppliers; and further provided that

12.2.1 The Contract Time is extended only to the extent that the delay is unreasonable under the Contract, which is the extent the delays set forth in paragraph 12.2 above exceed the Total Float Time available in the Official Schedule and extend completion of the Work, or specified part of the work, beyond the corresponding Contract Time.

**12.3** If upon evaluation of CONTRACTOR's analysis, OWNER justifies an extension in Contract Time under paragraph 12.1 through 12.3 for delay not caused in whole or in part by acts or omissions within the control of OWNER or ENGINEER, the OWNER shall authorize the necessary change in Contract Time only.

### **12.4 COMPENSABLE DELAY:**

12.4.1 Unless otherwise excluded in the Contract Documents, an extension in Contract Time

may be combined with an increase in Contract Price to the extent the delay was not concurrent with CONTRACTOR delay, was caused in whole or in part by acts or omissions within the control of OWNER or ENGINEER and is due to one of the following: Underground Facilities that are not shown (i.e., previously unknown); an emergency; objection, for OWNER's convince, to a Subcontractor, historic resources, uncovering of work not found to be defective under paragraph 13.9; delay under paragraph 7.5.3 or any other suspension of Work; changes in the Work; differing site conditions; and variation in quantities.

12.4.2 Changes in Contract Price for extensions in Contract Time may include increase in the Cost of the Work, as provided in Article 11, related to the extension in Contract Time, but shall exclude costs that are unaffected or do not relate to the extension in Contract Time, such as: (a) operating costs of construction equipment assigned to the Work on a continuous basis but primarily used in the furnishing and incorporating of materials/equipment into the Work, (b) operating costs and owned/rental costs of construction equipment used solely in the furnishing and incorporating of materials/equipment into the Work (crane used for specific lifts, concrete pump used for specific pours, etc.), and fully paid site facilities, tools, etc.

12.4.3 If a delay meeting the conditions of paragraph 12.4.1 delays Substantial completion of the Work beyond the Contract Time for Substantial Completion, OWNER shall negotiate with CONTRACTOR the reimbursement of an amount to cover administrative costs (under paragraphs 11.5.1 through 11.5.4) that will be or were unabsorbed prior to the expiration date of that contract Time. Reimbursement shall be based on the lesser of (a) five percent (5%) times that portion of the Contract Price remaining un-billed, less retainage, prior to the expiration of that Contract Time, or (b) the product of that un-billed portion of the Contract Price times the (company wide) ratio of CONTRACTOR's administrative costs to billings, or (c) that amount derived by an application of the Eichleay formula.

12.4.4 CONTRACTOR shall not recover from OWNER (a) acceleration costs incurred to overcome delays which warrant extensions in Contract Time but exclude changes in Contract Price, (b) escalation costs for any part of the Work not delayed beyond the Late Dates in the Official Schedule, or (c) delay costs not expressly allowed in this Article.

### **ARTICLE 13 - Warranty and Guarantee; Tests and Inspections: Correction, Removal or Acceptance of Defective Work**

**13.1 WARRANTY AND GUARANTEE:** 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 observed 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.

13.1.1 The obligations of CONTRACTOR under this Paragraph 13.1 shall be in addition to and not in limitation of any obligation imposed upon him by special guarantees required by the Contract Documents or otherwise prescribed by law.

13.1.2 In special circumstances where a particular item of equipment or part of the Work reaches

Substantial Completion upon successful performance of Pre-operational Testing, and notwithstanding anything in the Contract Documents to the contrary, CONTRACTOR shall maintain the particular item of equipment or part of the Work in good order and in proper working condition during the period between Substantial Completion and Initiation of Operation, and for such maintenance CONTRACTOR shall receive no adjustment to the Contract Price.

13.1.3 The warranty or guarantee provided by CONTRACTOR under Paragraph 13.1 of the General Conditions shall remain in full effect throughout the period from the date of Initiation of Operation of the entire work to the end of the Correction Period (as that term is defined in these General Conditions).

**13.2 ACCESS TO WORK:** 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, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

**13.3 NOTICE OF TESTS AND INSPECTIONS:** CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

**13.4 TESTS AND INSPECTIONS:** If any 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 therefore, 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 to CONTRACTOR'S purchase thereof for incorporation in the work.

13.4.1 All construction testing and certifications required under the Specifications shall be performed by Certified Technicians from an Independent Testing Laboratory. The CONTRACTOR shall propose a private testing laboratory in writing to the ENGINEER, together with a copy of the instruction provisions of his proposed sub-agreement, so that the ENGINEER may determine the proper instructions are included in compliance with the specification. Upon approval by the ENGINEER, the CONTRACTOR shall cooperate the with testing laboratory by furnishing material for testing, space for storage and transportation of the samples as necessary. Compensation for testing and certification shall be included within price bid for associated items of work. No separated measurement or additional compensation shall be allowed.

13.4.2 The Testing Laboratory shall submit to the ENGINEER three (3) typed copies and to the CONTRACTOR one (1) typed copy, of all applicable test data, certifications and reports as required. All required test data and material certifications for each respective item of work must be submitted to the ENGINEER prior to application for payment. Any applications not accompanied by required test data and/or certifications shall be recommended for payment at an amount not to exceed 50% of contract until cost of required test data and certifications are

submitted and subsequently approved.

13.4.3 Upon completion of the project and prior to substantial completion, the testing laboratory shall address a letter to the OWNER in which the laboratory shall certify that all testing and certification requirements of the specification have been satisfactorily met.

13.4.4 The CONTRACTOR is cautioned to provide termination provisions in its sub-agreement with the testing laboratory. In the event that the testing services prove not up to recognized standards, the ENGINEER reserves the right to withdraw his approval and require another laboratory be furnished by the CONTRACTOR at no increase in Contract Price.

**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.

**13.8** UNCOVERING WORK: 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** PAYMENT FOR UNCOVERING WORK: 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, if the parties are unable to agree as to the amount thereof, may make a claim therefore 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 of 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 therefore as provided in Articles 11 and 12.

**13.10** OWNER MAY STOP THE WORK: If the Work is defective, or CONTRACTOR fails to

supply sufficient skilled workmen 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. In the event the OWNER stops the work pursuant to this paragraph 13.10, CONTRACTOR shall not be entitled to delay damages, including without limitation, demands for extended job site overhead, home office overhead, cumulative impacts, loss of productivity and efficiency, learning curve impacts, equipment down time and/or interest penalties, occasioned directly or indirectly by the stop work order.

**13.11 CORRECTION OR REMOVAL OF DEFECTIVE WORK:** 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, and court costs) made necessary thereby. CONTRACTOR shall not be entitled to time extension of the Contract Time for correction or removal of defective work.

**13.12 ONE YEAR CORRECTION PERIOD:** If within the period from the date of Substantial Completion of a particular item of equipment or a designated part of the work to one year after the date of Initiation of Operation for the Project, the particular item of equipment or designated part of the work is found to be defective, CONTRACTOR shall promptly, without an adjustment in Contract Price and in accordance with ENGINEER'S written instructions, either correct such defective Work, or if it has been rejected by ENGINEER, remove it from the site and replace it with non-defective work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or 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.

13.12.1 Subject to the conditions set forth in paragraphs 13.1.2 and 13.1.3 and the adjustments described in Subparagraphs 13.12.2, below, the Correction Period shall be one year.

13.12.2 Unless another date is indicated in the Contract Documents the date the Work is Substantially Complete shall be the date for Initiation of Operation to occur. However, OWNER may at its sole option advance or delay the date for Initiation of Operation, and CONTRACTOR'S obligations to extend warranties and guarantees in accordance with paragraph 13.1.2 and 13.1.3 or to maintain the Work in accordance with paragraph 13.1.2 until then shall remain absolute. Applicable Change Orders shall be executed by the parties to adjust the Contract Price, as appropriate.

13.12.3 CONTRACTOR'S responsibilities under the paragraph 13.12, including sub-paragraphs, are in addition to, not in lieu of, all other obligations imposed by these contract documents, or

imposed by applicable State laws.

**13.13 ACCEPTANCE OF DEFECTIVE WORK:** If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER'S recommendations 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 therefore as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

**13.14 OWNER MAY CORRECT DEFECTIVE WORK:** 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 CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER'S representatives, agents and employees 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 shall be charged against CONTRACTOR in an amount approved as to reasonableness by ENGINEER, and a Change Order shall 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 therefore 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 costs and 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**



**14.1 SCHEDULE OF VALUES:** The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

**14.2 APPLICATION FOR PROGRESS PAYMENT:** At least fifty-five days before each progress payment falls due (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 and also as ENGINEER may reasonably require. 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 such data, satisfactory to OWNER, as will establish OWNER'S title to the material and equipment and protect OWNER'S interest therein, including applicable insurance. Only major items of material and equipment to be incorporated in the project will be eligible for payment. These items must be easily accountable by the ENGINEER. Payment for these materials will be invoice prices for the material, submitted with the request for payment, which price shall not exceed the appropriate portion of the contract items in which such materials are to be incorporated. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

14.2.1 Notwithstanding any other provisions of these contract documents to the contrary, OWNER is under no duty or obligation whatsoever to any Subcontractor, laborer or other party to ensure that payments due and owing by CONTRACTOR to any of them are or will be made. Such parties shall rely only on CONTRACTOR'S surety bonds for remedy of nonpayment by CONTRACTOR.

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

**14.4 REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT:** 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 re-submit the Application. Forty-five (45) 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 (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.10, and to any other qualifications stated in the recommendation); 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 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 14.13 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 and 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 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.

14.7.5 OWNER may refuse to make payment of the full amount recommended by ENGINEER because claims have been made against OWNER, or OWNER has claims against CONTRACTOR including but not limited to liquidated damages for anticipated or actual late completion, 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 prompt written notice (with a copy to ENGINEER) stating the reasons for such action.

**14.8 SUBSTANTIAL COMPLETION:** When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the

entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. 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 reason therefore. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion, which shall fix the date of substantial completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which he may make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within twenty-eight days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating his reasons. If after consideration of OWNER'S objections, ENGINEER considers the WORK substantially complete, ENGINEER will within said twenty-eight days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be complete or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion, ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER prior to ENGINEER'S issuing the definitive certificate of Substantial Completion ENGINEER'S aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

**14.9 EXCLUSION OF CONTRACTOR FROM SITE:** OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

**14.10 PARTIAL UTILIZATION:** 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 usable 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:

14.10.1 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 and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and ENGINEER shall make an inspection of that

part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefore. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

14.10.2 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.

14.10.3 No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of paragraph 5.7 in respect of property insurance.

**14.11 LIEN PERIOD:** Within twenty-one (21) days of the receipt of the definitive Certificate of Substantial Completion from ENGINEER, OWNER shall adopt and record a Resolution of Acceptance with the Recorder of Mortgages of the Parish in which the Agreement has been recorded. The recording of this Resolution of Acceptance shall commence a lien period of not less than forty-five (45) consecutive calendar days, during which period the retainage stated in the Supplementary Conditions will be withheld by OWNER. After the said lien period, CONTRACTOR shall be responsible for obtaining from the Recorder of Mortgages a Certificate that the Agreement at the end of said forty-five day period, is clear of all liens, privileges, judgments or encumbrances of any nature whatsoever, which certificate he shall submit with his application for final payment to ENGINEER.

**14.12 FINAL INSPECTION:** 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 the 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.

**14.13 FINAL APPLICATION FOR PAYMENT:** After CONTRACTOR has completed all such corrections to the satisfaction of the ENGINEER, and delivered four (4) sets of all maintenance

and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 6.17) 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 14.17), 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.

14.13.1 Notwithstanding any provision of the Contract Documents to the contrary, OWNER shall not be deemed to have accepted the work or to have waived claims against CONTRACTOR as provided in Paragraph 14.16 until (i) Initiation of Operation and (ii) payment of all remaining amount of the Contract Price.

14.13.2 As a condition to payment of all remaining portions of the Contract Price of the Unit Price Agreement, CONTRACTOR shall perform all Startup Testing and shall notify ENGINEER that the work is ready for final inspection. Such Startup Testing and notice to ENGINEER may be accomplished only after CONTRACTOR delivers written notice of the expected date of Initiation of Operation.

14.13.3 The requirements and provisions of Paragraphs 14.11, 14.12, and 14.13 of the General Conditions shall apply to payment of the remaining Contract Price pursuant to the *Unit Price Agreement*, as well to final payment under the *Unit Price Agreement*.

**14.14 FINAL PAYMENT AND ACCEPTANCE:** 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 14.17. 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 re-submit 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.

**14.15** If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR'S final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

**14.16 CONTRACTOR'S CONTINUING OBLIGATION:** 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 the issuance of a certificate of Substantial Completion, 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 Shop Drawing or sample submission, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.14, 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 14.17).

**14.17 WAIVER OF CLAIMS:** The making and acceptance of any final payment will constitute:

14.17.1 A waiver of all claims by OWNER against CONTRACTOR, except claims previously made in writing and still unsettled, or claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.12 or from failure to comply with the Contract Documents or the terms of any special guarantees specified herein; however, it will not constitute a waiver by OWNER of any rights in respect of CONTRACTOR'S continuing obligations under the Contract Documents; and

14.17.2 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**

**15.1 OWNER MAY SUSPEND WORK:** OWNER may, at any time and without cause, suspend the Work or any portion thereof by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work shall 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 therefore as provided in Articles 11 and 12. If OWNER stops work under Paragraph 13.10 or suspends CONTRACTOR'S services under

paragraph 13.14, or suspends the work or any portion thereof because of CONTRACTOR'S failure to prosecute the Work without endangering persons and property, CONTRACTOR shall be entitled to no extension of Contract Time or increase in Contract Price.

**15.2 OWNER MAY TERMINATE:** OWNER may terminate CONTRACTOR's services for cause 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 otherwise under any other federal or state law in effect at such 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 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 established under paragraph 2.9 as revised from time to time);

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;

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 incorporated in a Change Order, but in finishing the Work,

OWNER shall not be required to obtain the lowest figure for the work performed. CONTRACTOR'S obligations to pay the difference between such costs and such unpaid balance shall survive termination of the Agreement.

**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** TERMINATION FOR CONVENIENCE: Upon seven days' written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement.

15.4.1 In any termination for convenience, CONTRACTOR shall be paid for (a) Work completed, in accordance with the Contract Documents, before receipt of the notice of termination, and (b) reasonable termination settlement costs for commitments that have become firm before the termination. CONTRACTOR shall not be paid any anticipated and unrealized supplemental costs, administrative expenses and profit for uncompleted Work. If no agreement can be reached as to reasonable termination costs, OWNER and CONTRACTOR shall follow the provisions in federal regulation FAR 52.249-2, found in 48 CFR Part 52.

15.4.2 Upon termination for convenience, OWNER shall have full power and authority to take possession of the Work, assume any sub-agreements with Subcontractors and Suppliers that OWNER selects, and prosecute the Work to completion by contract or as OWNER may deem expedient.

15.4.3 If after notice of termination of the services of CONTRACTOR for cause, it is determined that CONTRACTOR was not in default, the termination shall be deemed to have been for the convenience of OWNER. In such event, CONTRACTOR may recover from OWNER payment for Work completed and reasonable termination costs as provided in paragraph 15.4.1.

**15.5** CONTRACTOR MAY STOP WORK OR TERMINATE: If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or ENGINEER fails to act on any Application for Payment within sixty days after it is submitted, or OWNER fails for sixty 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 his 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 - DISPUTE RESOLUTION**



**16.1** Subject to the conditions set forth in subparagraphs 16.2, 16.2.1 and 16.2.2 hereof, all claims, disputes and other matters and questions arising out of or relating to the Contract Documents or the breach thereof, except claims waived by the making and accepting of final payment as provided in Section 14.17, shall be decided by arbitration between the parties. This agreement to arbitrate shall be specifically enforceable under the Louisiana Arbitration Act and the award rendered by the arbitrators shall be final and a judgment may be entered thereon in the State District Court for the Parish of Terrebonne, State of Louisiana.

**16.2** Any arbitration provided for hereunder will be conducted in accordance with the Construction Arbitration Rules of the American Arbitration Association (AAA), subject to the following:

16.2.1 OWNER shall not be compelled to arbitrate any dispute without its express consent given in writing after demand is made for arbitration.

16.2.2 Arbitration shall be conducted in Terrebonne Parish, Louisiana and the laws of the State of Louisiana shall be controlling as to matters of law.

**16.3** Subject to any recognized privilege, discovery shall be available to each party to the arbitration as it would be available in the District Court for the Parish of Terrebonne under the provisions of the LA Code of Civil Procedure in effect at the time of demand for arbitration. Notices, time periods and other procedural matters shall be governed by the rules that apply in Louisiana District Courts which shall be enforced by the AAA in the same manner as in the Louisiana District Court.

**16.4** A pre-hearing conference shall be held not sooner than sixty (60) days after the filing of the answer, at which time a pre-hearing summary shall be filed by each party, setting forth all claims and counterclaims with specificity, all witnesses expected to be called at the hearing, all documents proposed to be introduced, and all items of claimed damages including dollar amounts therefore.

**16.5** All discovery and amendments to the pre-hearing summary shall be concluded thirty (30) days prior to the arbitration date. Failure on the part of the CONTRACTOR to provide the foregoing discovery and disclosure shall render any claim supported by witnesses or documents not so disclosed null, void and waived.

**16.6** In the event of any arbitration demanded and agreed to by the OWNER, each party shall select an arbitrator and the two so selected shall select a third from a panel proposed by the AAA. In the event that the two cannot agree upon an neutral arbitrator from the AAA list within thirty (30) days, then the third arbitrator shall be designated by the AAA.

**16.7** In the event OWNER so elects, CONTRACTOR shall be required to participate in a consolidated arbitration to include the ENGINEER.

**16.8** The arbitrators shall render a written decision, with conclusions of law and findings of fact,

breaking down the items of any award on the claim or counterclaim in sufficient detail to enable OWNER to seek any grant reimbursement as may be available.

**16.9** Notwithstanding anything else in the Contract Documents to the contrary, the CONTRACTOR shall carry on the work and maintain its progress during litigation or any arbitration proceedings, and OWNER shall continue to perform and pay as otherwise required by the Contract Documents.

**16.10** In the event OWNER elects not to arbitrate one or more disputes, the dispute or disputes which the OWNER elects not to arbitrate shall be decided under the laws of the State of Louisiana in the 32nd Judicial District Court in and for the Parish of Terrebonne, State of Louisiana.

**16.11** In the event OWNER is required to defend itself against any claim for delay, the OWNER shall be entitled to recover costs, including without limitation, administrative costs, attorneys' fees and court costs, from the party causing the delay.

## **ARTICLE 17 - Miscellaneous**

**17.1 GIVING NOTICE:** Whenever any provisions of the Contract Documents requires the giving of written notice, it shall 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.

### **17.2 COMPUTATION OF TIME:**

17.2.1 When any period of time is referred to in the Contract Documents by days, it shall 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.

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

**17.3 UTILIZATION OF LOCAL LABOR (STATE RESIDENTS):** Contractor shall make every effort to use local labor to the fullest extent possible.

**17.4 GENERAL:** 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.

**17.5 DUTIES AND OBLIGATIONS:** 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 by paragraphs 6.26, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, are in addition to, and shall not 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 shall 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 this Agreement. Also, the obligation of CONTRACTOR to maintain the Work until Initiation of Operation shall survive final payment and termination and completion of this Agreement.

REPORT NO. \_\_\_\_\_  
DATE:

PAGE 1 OF 3

**EXHIBIT "B"**

TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
P.O. BOX 2768  
HOUMA, LA 70361

**DAILY SAFETY AND CONSTRUCTION QUALITY CONTROL REPORT**  
(See Paragraph 6.29 of Section "I" for Instructions)

**NAME:**

**PARISH PROJECT NO.**

CONTRACTOR/SUBCONTRACTOR AND AREA OF RESPONSIBILITY

CONTRACTOR

SUBCONTRACTOR

**1. WEATHER**

TIDE: \_\_\_\_\_ feet                      SKIES: (Clear) (Partly Cloudy) (Cloudy)

RAIN: \_\_\_\_\_ inches                      TEMPERATURE:

**2. DAILY TOTALS OF WORK PERFORMED**

ITEM NO.	DESCRIPTION	PREVIOUS	TODAY	TOTAL	NO.	HRS.
----------	-------------	----------	-------	-------	-----	------

REPORT NO. \_\_\_\_\_  
DATE:

PAGE 2 OF 3

**EXHIBIT "B"**

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

DAILY SAFETY AND CONSTRUCTION QUALITY CONTROL REPORT

**3. MAJOR EQUIPMENT USED**

**4. MANPOWER**

DESCRIPTION

HOURS

MAN/JOB

DESCRIPTION/HRS

**5. WORK PERFORMED TODAY INCLUDING STATION TO STATION LIMITS**

**6. RESULTS OF QUALITY CONTROL INSPECTIONS**

REPORT NO. \_\_\_\_\_  
DATE:

PAGE 3 OF 3

**EXHIBIT "B"**

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

DAILY SAFETY AND CONSTRUCTION QUALITY CONTROL REPORT

**7. INSTRUCTIONS RECEIVED**

**8. REMARKS (Cover any conflicts in plans or specification)**

**9. DAILY SAFETY INSPECTIONS**

**CONTRACTOR'S CERTIFICATION: I CERTIFY THAT THIS REPORT IS COMPLETE AND CORRECT AND ALL MATERIAL, EQUIPMENT AND WORK DURING THIS REPORTING PERIOD WERE IN STRICT COMPLIANCE WITH THE PLANS AND SPECIFICATIONS EXCEPT AS OTHERWISE NOTED**

**CONTRACTOR'S AUTHORIZED REPRESENTATIVE**

**SECTION K**  
**TECHNICAL SPECIFICATIONS**

DIVISION 01  
GENERAL REQUIREMENTS



## SECTION 01010

### SUMMARY OF WORK

#### PART 1: GENERAL

##### 1.01 LOCATION OF WORK

- A. The work is located at the North Wastewater Treatment Plant, St. Louis Canal Road, Houma, LA 70364.
- B. Access to the work sites shall be over public streets and highways. Any damage to existing pavement surface and base or other surface improvement outside the contract limits attributable to the Contractor's activities shall be restored to like-new condition by the Contractor at his own expense.

##### 1.02 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required to replace the existing pumps at the Main Pump Station with new submersible pumps supplied by the Owner. Contractor will not be required to furnish the new pumps, base elbows and rail system. The Contractor shall supply all new ductile iron pipe and fittings required and any fabricated support brackets needed for the new rail system as well as fabricated covers for each pump opening on the pump deck as shown in the Plans and specified herein.
- B. Contractor shall hire a licensed electrician to connect the new pump cables to the existing disconnects.
- C. Design and installation of a dewatering system allowing for the installation of the new pump base elbow and rail system shall be solely the responsibility of the Contractor and is considered the Contractor's means and methods.
- D. Contractor shall ensure that all phases of work do not interfere with normal plant operations. Close coordination with the plant staff shall be maintained at all times.
- E. Contractor shall only replace one pump at a time and ensure it's proper operation prior to moving on to the next pump replacement. The order that the pumps are replaced is the Contractor's choice.

- F. Any part or item of the Work which is reasonably implied or normally required to make each installation satisfactorily and completely operable shall be performed by the Contractor and the expense thereof shall be included in the applicable unit prices or lump sum prices bid for the various items of Work. It is the intent of the Contract Documents to provide the Owner with complete operable systems, subsystems, and other items of Work. All miscellaneous appurtenances and other items or Work that are incidental to meeting the intent of these Contract Documents shall be considered as having been included in the applicable unit prices or lump sum prices bid for the various items of Work even though these appurtenances and items may not be specifically called for in the Specifications or shown on the Drawings.
- G. The Contractor shall comply with all Parish, State, Federal and all applicable codes and regulations.
- H. Any conflicts between the Drawings and Specifications shall be brought to the attention of the Engineer for clarification. Any Work or actions taken by the Contractor before clarification is provided shall be at the Contractor's own risk and additional cost. Any deviations from the Drawings and Specifications shall be presented to the Engineer for Approval. Approval or Clarification from the Engineer shall be in writing and in the appropriate format.
- I. Refer to the General Conditions for additional requirements.

#### 1.04 WORK SEQUENCE

- A. The Contractor shall undertake and complete the work of this contract in the following general sequence:
  - 1. Contractor shall only replace one pump at a time and ensure it is properly operating prior to beginning the replacement of the next pump. The following sequence shall apply to all four pumps.
  - 2. The order in which the pumps are replaced is the Contractor's choice.
  - 3. Contractor shall be responsible to move the new pump and other items provided by the Owner, which are located on the plant site, to the main pump station.
  - 4. Contractor shall ensure that the DI tee into which the pump header being replaced is made water tight by dismantling the last DI spool piece just upstream of the existing knife gate at the tee and replacing it with a blind flange.

5. Demo the discharge piping, pump and motor of pump being replaced.
6. Install dewatering system for the installation of the new pump base elbow and rail system.
7. Install the new pump base, elbow and rail system and new discharge piping.
8. Remove the blind flange from the existing knife gate and install the last DI spool piece.
9. Connect the new pump to the existing disconnect.
10. Test the new pump to ensure proper operation.
11. Take measurements to fabricate a new pump opening cover.
12. Install newly fabricated pump opening cover.

- B. Contractor may submit an alternate construction sequence for approval by the Engineer.

#### 1.05 CONTRACTOR'S USE OF PREMISES

- A. Contractor shall limit the use of the premises for his/her Work to allow for operation and maintenance of the existing facilities by the Owner.
- B. Contractor shall coordinate use of premises with other contractors, the Owner and the Engineer.
- C. Contractor shall assume full responsibility for the security of all subcontractor's materials and equipment stored on the site.
- D. If directed by the Owner or Engineer, Contractor shall move any stored items which interfere with operations of Owner or other contractors.
- E. Contractor shall obtain and pay for use of storage or work areas if needed to perform the Work.

#### 1.06 OWNER OCCUPANCY

Owner will occupy premises during performance of the work for the conduct of his/her normal operations. Contractor shall coordinate all construction operations with Owner and Engineer to minimize conflict and to facilitate Owner usage.

#### 1.07 PARTIAL OWNER OCCUPANCY

- A. As soon as any portion of the scope of work is ready for use, the Owner shall have the right to operate such portion upon written notice to the Contractor by

the Owner. The Owner will issue a Certificate of Substantial Completion for that portion of the Work. Warranty period on that portion of the Work will begin upon issuance of Certificate of Substantial Completion.

- B. Testing of equipment and appurtenances and training of Owner's personnel shall not constitute operation.

#### 1.08 CONTRACTOR'S RESPONSIBILITIES

- A. Report of any conflicts between the Drawings and Specifications shall be brought to the attention of the Engineer for clarification. Any deviations from the Drawings and Specifications shall be presented to the Engineer for Approval. Approval or Clarification from the Engineer shall be in written form on appropriate construction documents.
- B. The responsibilities of the Contractor shall include, but not be limited to, the following:
  - 1. Submit shop drawings, product data and samples. Notify Engineer of any discrepancies or problems anticipated with any material, equipment and incidentals.
  - 2. Coordinate delivery date for all equipment, materials and incidentals required for construction. Arrange and pay for delivery of item to site.
  - 3. Receive and unload items at site. Inspect items used for construction and record any shortages, damaged or defective items. Assume responsibility for items, including insurance, upon acceptance of items at site. Handle items at site, including uncrating and storage. Protect items from exposure to elements and damage.
  - 4. Assemble, install, connect and finish products and provide warranty for Contractor furnished materials and workmanship as specified.
  - 5. Repair or replace items damaged as a result of Contractor's work at no additional cost to Owner.
  - 6. Inspect construction on daily basis and record all activity in the Daily Report.

7. Coordinate warranties, bonds and inspection of all materials and equipment. Arrange for replacement of damaged, defective, or missing items.

C. Refer to the General Conditions for additional requirements.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

## SECTION 01025

### 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 in the Bid Form of these Specifications. Payment will be made based on completion in a satisfactory manner of the specified items included in each bid item. Not all work required, significant or incidental is identified in the Bid Schedule. Where work is shown on the Drawings and/or specified in the Specifications but not specifically a Bid Item, the work shall be deemed to be included in the value of the work described in the payment items with which the work is most closely associated. All work so shown or specified is included in these payment items.
- B. The prices included in the Bid Schedule section will be full compensation for all labor, materials, tools, equipment and incidentals, permit fees, bonds, taxes, mobilization/demobilization, insurance, overhead and profit, and other miscellaneous costs necessary to complete the construction as shown on the Drawings and/or as specified in the Contract Documents 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 listed in the Bid Schedule will constitute full compensation for all work shown and/or specified and required to accomplish the intent of this Contract.

##### 1.02 BID ITEMS

- 1 - MOBILIZATION DEMOBILIZATION AND CLEANUP  
UNIT OF MEASURE: LS

MEASUREMENT: Measurement of work for payment of this item shall be on a lump sum basis for mobilization and demobilization as specified herein.

**PAYMENT:**

1. Payment for mobilization and demobilization shall cover all preparatory work and operating, including audio-video surveying, obtaining all permits, insurance, and bonds; movement of personnel, equipment, supplies, and incidentals to the project site; the establishment of temporary offices and other construction facilities necessary for work on this project; removal of temporary offices from the site; and clean-up to place temporary site in original condition as required for the proper performance and completion of work

2. Partial payments for mobilization will be made in accordance with the following schedule up to a maximum of five percent 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.

<u>Percent of Contract Amount Earned</u>	<u>Allowable Percentage of Lump Sum Price</u>
First Partial Payment	50%
50% Earned	75%
75% Earned	100%

- 2 - Remove and Replace Pumps and Piping at the Plant Main Pump Station  
UNIT OF MEASURE: LS

MEASUREMENT: Measurement of this work shall be made on a lump sum removal and replacement of four pumps at the plant's main pump station. The percentage of work complete shall be certified by the Contractor's Superintendent on a monthly basis until the specified bid item work is complete. Approval of the amount shall be made by the Engineer and may be adjusted based upon his appraisal of the actual amount of work completed during the work period.

PAYMENT: Payment for this item shall include all work necessary to:

1. Remove the four existing pumps at the main pump station and replace each with a new submersible pump and rail system provided by the Owner.
2. Modification to the existing concrete pump openings to allow for the installation of the new pump and rail system.
3. Installation of any needed dewatering system/coffer dam to allow for the installation of the new pumps.
4. Demolition and replacement of the pump discharge piping up to but not including the existing knife gate valves attached to the 24" header. The existing discharge pipe knife gates and the 24" header shall remain as it is.

5. Fabrication of custom aluminum pump opening covers as well as fabrication of any needed pump rail system support brackets.
6. The electrical connection of each new pump to the appropriate existing disconnect.
7. Coating of the new piping and any re-used valves.

1.03 INCIDENTAL NON-PAYMENT ITEMS

- A. Payment shall not be made for any of the following:
1. Moving the pumps and rails provided by the owner from their current location on the plant to the main pump station.
  2. Products wasted or disposed of in a manner that is not acceptable to the Engineer.
  3. Products determined as nonconforming before or after placement.
  4. Products not completely unloaded from the transporting vehicle.
  5. Products placed in excess of the minimum of the required work.
  6. Products remaining on hand after completion of the work, unless specified otherwise.
  7. Loading, hauling, and disposing of rejected products.

PART 2: PRODUCTS (NOT USED)

PART 3: EXECUTION (NOT USED)

END OF SECTION



## SECTION 01026

### SCHEDULE OF VALUES

#### PART 1: GENERAL

##### 1.01 SCOPE OF WORK

- A. Contractor shall submit a Schedule of Values to the Engineer for approval within ten calendar days after award of Contract.
- B. Contractor shall correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
  - 1. Construction schedule;
  - 2. Application for payment forms, including continuation sheets;
  - 3. List of subcontractors;
  - 4. List of products;
  - 5. List of principal suppliers and fabricators;
  - 6. Schedule of submittals.
- C. No payment request (including the first) will be approved until the schedule of Values has been approved by the Engineer.

##### 1.02 FORMAT AND CONTENT

- A. Contractor shall use the Bid form of the Specifications as a guide to establish the format for the Schedule of Values. Contractor shall provide at least one line item for each pay item in Bid form.
  - 1. Include the following Project identification:
    - a. Project name and location.
    - b. Name of the Owner.

- c. Project number.
  - d. Contractor's name and address.
  - e. Date of submittal.
2. Arrange the Schedule of Values in tabular form with columns to indicate the following for each item listed:
- a. Pay Item Name.
  - b. Description of Work.
  - c. Name of subcontractor (if applicable).
  - d. Name of manufacturer or fabricator (if applicable).
  - e. Name of supplier (if applicable).
  - f. Change Orders (numbers) that affect value.
  - g. Dollar value.
  - h. Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
3. Provide a breakdown of the Contract Sum in sufficient detail to facilitate evaluation of Applications for Payment. Break subcontract amounts down into several line items if needed. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
4. Provide a separate line item for each part of the Work where Applications for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed.
5. Provide separate line items for initial cost of materials, for each subsequent stage of completion, and for total installed value.
6. Show line items for indirect costs and margins on costs only when such items are listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete. Include the total cost and proportionate share of general overhead and profit

margin for each item.

- a. Temporary facilities and items that are not direct cost of work in-place may be shown as separate line items or distributed as general overhead expense.
7. Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives change the Contract Sum.
8. The sum of all 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 01027

### APPLICATIONS FOR PAYMENT

#### PART 1 GENERAL

##### 1.01 SCOPE OF WORK

- A. Submit Applications for Payment in accordance with General Conditions, Agreement, and this Section of Specifications.
- B. The approved Schedule of Values as submitted under Section 01026 shall be used as the basis for Contractor's applications for payments.

##### 1.02 FORM AND CONTENT

- A. Submit applications typed on forms provided by the Owner, with itemized data typed on 8½-inch by 11-inch white paper continuation sheets.
- B. 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 Contract firm.
- C. 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, at the end of the continuation sheets.

- a. List by Change Order Number and description, as for an original component item of work.
4. To receive approval for payment on component material stored on site, submit copies of the original paid invoices with the application for payment.

#### 1.03 SUBMITTAL PROCEDURE

- A. Submit Applications for Payment to the Engineer at the times stipulated in the General Conditions.
- B. Submit three complete copies of each Application.
- C. When the Engineer finds the Application for Payment properly completed and correct, he will transmit certificate for payment to Owner, with copy to Contractor. The Engineer will return incomplete applications to Contractor without action.

#### 1.04 INITIAL APPLICATION FOR PAYMENT

- A. Administrative actions and submittals that must precede submittal of the first Application for Payment shall include, but not necessarily be limited to, the following:
  1. List of subcontractors.
  2. List of principal suppliers and fabricators.
  3. Schedule of Values.
  4. Contractor's construction schedule (preliminary, if not final).
  5. Submittal schedule (preliminary, if not final).

#### 1.06 APPLICATION FOR PAYMENT AT TIME OF FINAL COMPLETION

- A. Administrative actions and submittals that must precede the Application for Payment following issuance of Engineer's "certificate of completion" shall

include, but not necessarily be limited to, the following:

1. Warranties, guarantees, maintenance agreements and similar provisions of contract documents.
2. Test records, maintenance instructions, meter readings, startup performance reports, and similar changeover information germane to Owner's occupancy, use, operation and maintenance of completed work.
3. Transmittal of Project Record Documents to Owner.
4. Final cleaning of the work.
5. Application for reduction (if any) of retainage, and consent of surety.
6. Advice to Owner on coordination of shifting insurance coverages, including proof of extended coverages as required.
7. Proof, satisfactory to Owner, that taxes, fees and similar obligations of Contractor have been paid.
8. Removal of temporary facilities, services, surplus materials, materials designated to be disposed of by the Contractor, rubbish and similar elements.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

## SECTION 01046

### CONTROL OF WORK

#### PART 1 GENERAL

##### 1.01 PROGRESS OF WORK

- A. Furnish manpower, tools, supplies or materials and equipment which will be efficient, appropriate and large enough to secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the Contract Time. If at any time such work appears to the Engineer to be inefficient, inappropriate or insufficient for securing the quality of work required or for producing the rate of progress aforesaid, Engineer may order the Contractor to increase the efficiency, change the character or increase the manpower, tools, supplies, materials and equipment and the Contractor shall conform to such order. Failure of the Engineer to give such order shall in no way relieve the Contractor of his/her obligations to secure the quality of the work and rate of progress required.

##### 1.02 CARE AND PROTECTION OF PROPERTY

- A. Be responsible for the preservation of all private and Parish property and use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to Parish or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, restore such property to a condition similar or equal to that existing before the damage was done, or make good the damage in other manner acceptable to the Engineer.

##### 1.03 PROTECTION AND RELOCATION OF EXISTING STRUCTURES AND UTILITIES

- A. Assume full responsibility for the protection of all buildings, structures, and utilities, public or private whether or not they are shown on the Drawings. Carefully support and protect all such structures and utilities from injury of any kind. Immediately repair any damage resulting from the construction operations.

##### 1.04 MAINTENANCE OF FLOW

- A. Plant process flow shall be maintained at all times. Sequencing of the project to ensure maintenance of flow shall take place in accordance with the Plans and as specified herein.

#### 1.07 CLEANUP AND DISPOSAL OF WASTE MATERIAL

- A. During the course of the work, keep the site of operations as clean and neat as possible. Dispose of all residues resulting from the construction work and, at the conclusion of the work, remove and haul away any construction debris and any other refuse remaining from the construction operations and leave the entire site of the work in a neat and orderly condition.

END OF SECTION



## SECTION 01153

### CHANGE ORDER PROCEDURES

#### PART 1 GENERAL

##### 1.01 REQUIREMENTS INCLUDED

- A. Promptly implement change order procedures.
  - 1. All change orders shall be implemented on the standard change order form provided at the end of this section.
  - 2. Provide full written data required to evaluate changes.
  - 3. Maintain detailed records of work done on a time-and-material/force account basis.
  - 4. Provide full documentation to Engineer and Owner on request.
- B. Designate in writing the member of Contractor's organization:
  - 1. Authorized to accept changes in the Work.
  - 2. Responsible for informing others in the Contractor's employ of the authorization of changes in the Work.
- C. A change order is not finalized until approved by the Terrebonne Parish Consolidated Government council, approved by any applicable funding or regulatory agency, and signed by the Terrebonne Parish Consolidated Government President.
  - 1. Any out of scope work performed without an executed change order, field order or work directive is at the Contractor's own risk and cost.

##### 1.02 DEFINITIONS

- A. Change Order: See General Conditions.
- B. Construction Change Authorization: A written order to the Contractor, signed by Owner and Engineer, which amends the Contract Documents as described and authorized Contractor to proceed with a change which affects the Contract Sum or the Contract Time, for inclusion in a subsequent Change Order.

- C. Field Order: A written order to the Contractor, signed by the Engineer and the Contractor, which is issued to interpret/clarify the Contract Documents, order minor changes in the work and/or memorialize trade-off agreements. The work described by a Field Order (Field Order form is included at the end of this Section) is to be accomplished without change to the Contract Sum, Contract Time, and claims for other costs.

#### 1.03 PRELIMINARY PROCEDURES

- A. Owner or Engineer may initiate changes by submitting a Request for Proposal (RFP) to Contractor. Request will include:
  - 1. Detailed description of the change.
  - 2. Supplementary or revised Drawings and Specifications.
  - 3. The projected time span for making the change and a specific statement as to whether overtime work is, or is not, authorized.
  - 4. A specific period of time during which the requested price will be considered valid.
  - 5. Such request is for information only and is not an instruction to execute the changes, nor to stop work in progress.
- B. Contractor may initiate changes by submitting a written notice to Engineer, containing:
  - 1. Description of the proposed changes.
  - 2. Statement of the reason for making the changes.
  - 3. Statement of the effect on the Contract Sum and the Contract Time.
  - 4. Statement of the effect on the work of other contractors.
  - 5. Documentation supporting any change in Contract Sum or Contract Time, as appropriate.

#### 1.04 WORK DIRECTIVE CHANGE AUTHORIZATION

- A. In lieu of a Request for Proposal, Engineer may issue a work directive change authorization for Contractor to proceed with a change for subsequent inclusion in a Change Order.
- B. Authorization will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change and will designate the method of determining any change in the Contract Sum and any change in Contract Time.
- C. Owner and Engineer will sign and date the authorization as approval for the Contractor to proceed with the changes.
- D. Contractor may sign and date the Authorization to indicate agreement with the terms therein.

#### 1.05 DOCUMENTATION OF PROPOSALS AND CLAIMS

- A. Support each quotation for a lump-sum proposal and for each unit price which has not previously been established, with sufficient substantiating data to allow Engineer to evaluate the quotation.
- B. On request, provide additional data to support time and cost computations:
  - 1. Labor required.
  - 2. Equipment required.
  - 3. Products required.
    - a. Recommended source of purchase and unit cost.
    - b. Quantities required.
    - c. Taxes, insurance and bonds.
    - d. Credit for work deleted from Contract, similarly documented.
    - e. Overhead and profit.
    - f. Justification for any change in Contract Time.
- C. Support each claim for additional costs and for work done on a time-and-material/force account basis, with documentation as required for a lump-sum proposal, plus additional information.

1. Name of the Owner's authorized agent who ordered the work and date of the order.
2. Dates and times work was performed and by whom.
3. Time record, summary of hours worked and hourly rates paid.
4. Receipts and invoices for:
  - a. Equipment used, listing dates and times of use.
  - b. Products used, listing of quantities.
  - c. Subcontracts.

#### 1.06 PREPARATION OF CHANGE ORDERS AND FIELD ORDERS

- A. Engineer will prepare each Change Order and Field Order.
- B. Change Order will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change.
- C. Change Order will provide an accounting of the adjustment in the Contract Sum and in the Contract Time.
- D. Field Order will describe interpretations or clarifications of Contract Documents, order minor changes in the Work, and/or memorialize trade-off agreements.
- E. Field Order work will be accomplished without change in the Contract Sum, Contract Time, and/or claims for other costs.

#### 1.07 LUMP-SUM/FIXED PRICE CHANGE ORDER

- A. Content of Change Orders will be based on, either:
  1. Engineer's Proposal Request and Contractor's responsive proposal as mutually agreed between Owner and Contractor.
  2. Contractor's proposal for a change, as recommended by Engineer.
- B. Owner and Engineer will sign and date the Change Order as authorization for the Contractor to proceed with the changes.

- C. Contractor will sign and date the Change Order to indicate agreement with the terms therein.

1.08 TIME AND MATERIAL/FORCE ACCOUNT CHANGE ORDER/WORK DIRECTIVE CHANGE AUTHORIZATION

- A. Engineer and Owner will issue a Work Directive Change Authorization directing Contractor to proceed with the changes.
- B. At completion of the change, Contractor shall submit itemized accounting and supporting data as provided in the Article "Documentation of Proposals and Claims" of this Section.
- C. Engineer will determine the allowable cost of such work, as provided in General Conditions and Supplementary Conditions.
- D. Engineer will sign and date the Change Order to establish the change in Contract Sum and in Contract Time.
- E. Owner and Contractor will sign and date the Change Order to indicate their agreement therewith.

1.09 CORRELATION WITH CONTRACTOR'S SUBMITTALS

- A. Periodically revise Schedule of Values and Request for Payment forms to record each change as a separate item of Work, and to record the adjusted Contract Sum.
- B. Periodically revise the Construction Schedule to reflect each change in Contract Time.
  - 1. Revise schedules to show changes for other items of work affected by the changes.
- C. Upon completion of work under a Change Order, enter pertinent changes in Record Documents.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

**FIELD ORDER**

**North Plant Main Pump Station Pump Replacement, A Part of NTP  
UV Disinfection Project**

PROJECT: \_\_\_\_\_

FIELD ORDER NO.: \_\_\_\_\_

DATE: \_\_\_\_\_

TPCG PROJECT NO.: **23-SEW-01** \_\_\_\_\_

CONTRACT DATE: \_\_\_\_\_

This Field Order is issued to interpret/clarify the Contract Documents, order minor changes in the work and/or memorialize trade-off agreements. Both parties hereby agree that the work described by this Field Order is to be accomplished without change in Contract Sum, Contract Time, and/or claims for other costs.

DESCRIPTION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FIELD ENGINEER: \_\_\_\_\_

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

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

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

CHANGE ORDER

No. \_\_\_\_\_

PROJECT:	North Plant Main Pump Station Pump Replacement, A Part of NTP UV Disinfection Project
TPCG PROJECT NO.:	23-SEW-01
DATE:	
CONTRACT DATE:	
DATE OF ISSUANCE:	
EFFECTIVE DATE:	

Contractor is directed to make the following changes in the Contract Documents:


Reason for Change Order:


Attachments: (documents supporting change)


<b>CHANGE IN CONTRACT PRICE</b>
<b>Original Price:</b>  <div style="text-align: right;">\$ _____</div>
<b>Net Decrease (Increase) from Previous Change Orders:</b>  Change Order Nos. _____ to _____  <div style="text-align: right;">\$ _____</div>
<b>Contract Price Prior to this Change Order:</b>  <div style="text-align: right;">\$ _____</div>
<del><b>Net Decrease (Increase) from Previous Change Orders:</b></del>  <div style="text-align: right;"><del>\$ _____</del></div>
<del><b>Contract Price with all Approved Change Orders:</b></del>  <div style="text-align: right;"><del>\$ _____</del></div>

<b>CHANGE IN CONTRACT TIME</b>
<b>Original Contract Time:</b>  Substantial Completion: _____ Final Payment: _____
<b>Net Change from Previous Change Orders:</b>  Change Order Nos. _____ to _____  Substantial Completion: _____ Final Payment: _____
<b>Contract Time Prior to this Change Order:</b>  Substantial Completion: _____ Final Payment: _____
<del><b>Net Decrease (Increase) from Previous Change Orders:</b></del>  Substantial Completion: _____ Final Payment: _____
<del><b>Contract Time with all Approved Change Orders:</b></del>  Substantial Completion: _____ Final Payment: _____

**Recommended**

\_\_\_\_\_

Engineer

\_\_\_\_\_

Date

**Approved**

\_\_\_\_\_

Contractor

\_\_\_\_\_

Date

**Accepted**

\_\_\_\_\_

Owner

\_\_\_\_\_

Date



## **CHANGE ORDER**

### **INSTRUCTIONS**

---

#### **A. GENERAL INFORMATION**

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

#### **B. COMPLETING THE CHANGE ORDER FORM**

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

## SECTION 01170

### SPECIAL PROVISIONS

#### PART 1 GENERAL

##### 1.01 HURRICANE PREPAREDNESS PLAN

- A. Within 30 days of the date of Notice to Proceed, submit to the Engineer and the Owner, for approval, a Hurricane Preparedness Plan. The Plan shall describe in detail the necessary measures which the Contractor will perform, at no additional costs to the Owner, in case of a hurricane warning. Revise Plan as required by the Engineer and Owner.

##### 1.02 WEATHER PROTECTION

- A. In the event of inclement weather, the Contractor shall protect the Work and materials from damage or injury from the weather. If, in the opinion of the Engineer, any portion of the Work or materials has been damaged by reason of failure on the part of the Contractor to so protect the Work, such Work and materials shall be removed and replaced with new materials and Work to the satisfaction of the Engineer.
- B. Contractor will hold himself responsible for all damage done to his/her work by heavy rains or floods and he/she shall take all reasonable precautions to provide against damages.

##### 1.03 EMERGENCY PHONE NUMBERS AND ACCIDENT REPORTS

- A. Emergency phone numbers (fire, medical, police) shall be posted at the Contractor's phone and its location known to all.
- B. Accidents shall be reported immediately to the Engineer by messenger or phone.
- C. All accidents shall be documented and a fully detailed written report submitted to the Engineer after each accident

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

## SECTION 01200

### PROJECT MEETINGS

#### PART 1 GENERAL

##### 1.01 SCOPE OF WORK

- A. Schedule, attend, and administer if specified, preconstruction conference, periodic progress meetings, and specially called meetings throughout progress of the Work.
- B. Representatives of Contractor, subcontractors and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.
- C. Meetings administered by Engineer may be recorded. Recordings will be used to prepare minutes and retained by Engineer for future reference.
- D. Meetings, in addition to those specified in this Section, may be held when requested by the Owner, Engineer or Contractor.

##### 1.02 PRECONSTRUCTION CONFERENCE

- A. A preconstruction conference will be held after award of Contract and before Work is started. The conference will be scheduled by the Owner and Engineer and administered by the Engineer.
- B. The Engineer will preside at the conference, prepare the minutes of the meeting and distribute copies of same to all participants who so request by fully completing the attendance form to be circulated at the beginning of the conference.
- C. Attendance:
  - 1. Owner's representatives.
  - 2. Engineer representatives.
  - 3. Contractor's project manager.
  - 4. Contractor's superintendent.

5. Any subcontractor or supplier representatives whom the Contractor may desire to invite or the Owner may request.
  6. Others as appropriate.
- D. Preliminary Agenda:
1. Schedule.
  2. Authority of Contractor.
  3. Authority of Engineer and Owner.
  4. Submittals
  5. Work modifications.
  6. Applications for Payment.
  7. Project Record Documents.
  8. Temporary construction facilities.
  9. Temporary utilities.
  10. Site maintenance.

#### 1.03 PROGRESS MEETINGS

- A. Progress meetings will be held at least once per month. Meetings will be scheduled and administered by Engineer.
- B. The Engineer will preside at the meeting, prepare the minutes of the meeting and distribute copies of same to all participants who so request by fully completing the attendance form to be circulated at the beginning of each meeting.
- C. Attendance: Same as preconstruction conference.
- D. Preliminary Agenda:
  1. Review, approval of minutes of previous meeting.

2. Review of work progress since previous meeting.
  3. Field observations, problems, conflicts.
  4. Problems which impede construction schedule.
  5. Review of off-site fabrication, delivery schedules.
  6. Corrective measures and procedures to regain projected schedule.
  7. Revisions to construction schedule.
  8. Progress, schedule, during succeeding work period.
  9. Coordination of schedules.
  10. Review submittal schedules.
  11. Maintenance of quality standards.
  12. Pending changes and substitutions.
  13. Review proposed changes for:
    - a. Effect on construction schedule and on completion date.
    - b. Effect on work by others.
  14. Review Record Documents.
  15. Review monthly pay request.
- E. Contractor shall be prepared to discuss all agenda items.
- F. Contractor shall provide a current submittal log at each progress meeting in accordance with Section 01300.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

## SECTION 01300

### SUBMITTALS

#### PART 1 GENERAL

##### 1.01 DESCRIPTION OF REQUIREMENTS

- A. This Section specifies the general methods and requirements of submissions applicable to the following work-related submittals: Shop Drawings, Product Data, Samples, and Mock-Ups. Detailed submittal requirements are specified in the technical specification sections.
- B. All submittals shall be clearly identified by reference to Specification Section, Paragraph, Drawing Number or Detail as applicable. Submittals shall be clear and legible and of sufficient size for sufficient presentation of data.
  - 1. Action Submittal: Written and graphic information submitted by the Contractor that requires the Engineer's approval. The following are examples of action submittals:
    - a. Shop drawings (including working drawings and product data)
    - b. Samples
    - c. Site Usage Plan (Contractor's staging – including trailer siting and material laydown area)
    - d. Schedule of values
    - e. Payment application format
  - 2. Informational Submittal: Information submitted by the Contractor that does not require the Engineer's approval. The following are examples of informational submittals:
    - a. Shop drawing schedule
    - b. Construction schedule

##### 1.02 CONTRACTOR'S RESPONSIBILITIES

- A. All submittals shall be clearly identified as follows:
1. Date of submission
  2. Project number
  3. Project name
  4. Contractor identification
    - a. Contractor
    - b. Supplier
    - c. Manufacturer
    - d. Manufacturer or supplier representative
  5. Identification of the product
  6. Reference to Contract drawing(s)
  7. Reference to specification section number, page and paragraph(s)
  8. Reference to applicable standards, such as ASTM or Federal Standards numbers
  9. Indication of Contractor's approval
  10. Contractor's Certification statement
  11. Identification of deviations from the Contract Documents, if any
  12. Reference to previous submittal (for resubmittals)
- B. Submittals shall be clear and legible, and of sufficient size for legibility and clarity of the presented data.
- C. Maintain a log of all submittals. The submittal log shall be kept accurate and up to date. This log should include the following items (as applicable):

1. Description
  2. Submittal number
  3. Date transmitted to the Engineer
  4. Date returned to Contractor (from Engineer)
  5. Status of Submittal (Approved/Not Approved/etc.)
  6. Date of Resubmittal to Engineer and Return from Engineer (if applicable and repeat as necessary)
  7. Date material released for fabrication
  8. Projected (or actual) delivery date
- D. Notify the Engineer in writing, at the time of submittal, of any deviations in the submittals from the requirements of the Contract Documents.

### 1.03 SHOP DRAWINGS, PRODUCT DATA, SAMPLES

#### A. SHOP DRAWINGS

1. Shop drawings, as specified in individual work Sections include, but are not necessarily limited to, custom prepared data such as fabrication and erection/installation (working) drawings, individual equipment inspection and test reports and certifications, as applicable to the Work.
2. All shop drawings submitted by subcontractors for approval shall be sent directly to the Contractor for checking. The Contractor shall be responsible for their submission at the proper time so as to prevent delays in delivery of materials.
3. The Contractor shall check all subcontractors' shop drawings regarding measurements, materials and details to satisfy himself that they conform to the intent of the Drawings and Specifications. Shop drawings found to be inaccurate or otherwise in error shall be returned to the subcontractors for correction before submission thereof.



4. Delays to construction due to the untimely submission of submittals will constitute inexcusable delays, for which Contactor shall not be eligible for additional cost nor additional contract time. Inexcusable delays consist of any delay within the Contactor's control.

**B. WORKING DRAWINGS**

1. Detailed installation drawings shall be prepared and submitted for review and approval by the Engineer prior to installing such work. Installation drawings shall be to-scale and shall be fully dimensioned.
2. Piping working drawings shall show the laying dimensions of all pipes, fittings, valves, as well as the equipment to which it is being connected. In addition, all pipe supports shall be shown.
3. Equipment working drawings shall show all equipment dimensions, anchor bolts, support pads, piping connections and electrical connections. In addition, show clearances required around such equipment for maintenance of the equipment.

**C. PRODUCT DATA**

1. Product data, as specified in individual Sections include, but are not necessarily limited to, standard prepared data for manufactured products (sometimes referred to as catalog data), such as the manufacturer's product specification and installation instructions, availability of colors and patterns, manufacturer's printed statements of compliances and applicability, roughing in diagrams and templates, catalog cuts, product photographs, operational range diagrams, production or quality control inspection and test reports and certifications, mill reports, product operating and maintenance instructions and recommended spare parts listing and printed product warranties, as applicable to the Work.

- D.** If specifically required in any of the technical Specification Sections, submit a Professional Engineer (P.E.) Certification for each item required, using the form appended to this Section, signed and sealed by the P.E. licensed or registered in the state wherein the work is located.

- E. Each shop drawing, working drawings, product data, and sample shall have affixed to it the following Certification Statement:

*"Certification Statement: by this submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, and similar data and I have checked and coordinated each item with other applicable approved shop drawings and all Contract requirements."*

Shop drawings, working drawings, and product data sheets 11-in x 17-in and smaller shall be bound together in an orderly fashion and bear the above Certification Statement on the cover sheet. The transmittal cover sheet for each identified shop drawing shall fully describe the packaged data and include a listing of all items within the package.

- F. The review and approval of shop drawings, working drawings, or product data by the Engineer shall not relieve the Contractor from the responsibility for the fulfillment of the terms of the Contract. All risks of error and omission are assumed by the Contractor and the Engineer will have no responsibility therefor.
- G. Project work, materials, fabrication, and installation shall conform to approved shop drawings (including working drawings and product data) and applicable samples.
- H. No portion of the work requiring a shop drawing (including working drawings and product data) or sample shall be started, nor shall any materials be fabricated or installed before approval of such item. Procurement, fabrication, delivery or installation of products or materials that do not conform to approved shop drawings shall be at the Contractor's risk. Furthermore, such products or materials delivered or installed without approved shop drawings, or in non-conformance with the approved shop drawings will not be eligible for progress payment until such time as the product or material is approved or brought into compliance with approved shop drawings. Neither the Owner nor Engineer will be liable for any expense or delay due to corrections or remedies required to accomplish conformity.

#### 1.04 SUBMISSION REQUIREMENTS

- A. Make submittals promptly in accordance with approved schedule and in such sequence as to cause no delay in the Work or in the work of any other contractor.

- B. Each submittal, appropriately coded, will be returned to the Contractor within 20 working days (Saturdays, Sundays and company holidays excluded) following receipt of submittal by the Engineer.
- C. Number of submittals required:
  - 1. Shop Drawings as defined in Paragraph 1.05 A: Eight copies.
  - 2. Product Data as defined in Paragraph 1.05 B: Eight copies.
- D. Submittals shall contain:
  - 1. The date of submission and the dates of any previous submissions.
  - 2. The Project title and number.
  - 3. Contractor identification.
  - 4. The names of:
    - a. Contractor
    - b. Supplier
    - c. Manufacturer
  - 5. Identification of the product, with the specification section number, page and paragraph(s).
  - 6. Field dimensions, clearly identified as such.
  - 7. Relation to adjacent or critical features of the Work or materials.
  - 8. Applicable standards, such as ASTM or Federal Specification numbers.
  - 9. Identification of deviations from Contract Documents.
  - 10. Identification of revisions on resubmittals.
  - 11. An 8-in by 3-in blank space for Contractor and Engineer stamps.

## 1.05 REVIEW OF SHOP DRAWINGS AND PRODUCT DATA

- A. The review of shop drawings will be for general conformance with the design concept and Contract Documents. They 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.
- B. The Contractor remains responsible for details and accuracy, for coordinating the work with all other associated work and trades, for selecting fabrication processes, for techniques of assembly, and for performing work in a safe manner.
- C. If the shop drawings, data or samples as submitted describe variations 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 for performance, the Engineer may return the reviewed drawings without noting an exception.
- D. Submittals will be returned to the Contractor under one of the following codes.

Code 1: "APPROVED" is assigned when there are no notations or comments on the submittal. When returned under this code the Contractor may release the equipment and/or material for manufacture.

Code 2: "APPROVED AS NOTED". This code is assigned when a confirmation of the notations and comments ARE NOT required by the Contractor. The Contractor may release the equipment or material for manufacture; however, all notations and comments must be incorporated into the final product.

Code 3: "APPROVED AS NOTED/CONFIRM". This combination of codes is assigned when a confirmation of the notations and comments IS required by the Contractor. The Contractor may release the equipment or material for manufacture; however, all notations and comments must be incorporated into the final product. This confirmation shall specifically address each omission and nonconforming item that was noted. Confirmation is to be received by the

Engineer within 15 calendar days of the date of the Engineer's transmittal requiring the confirmation.

Code 4: "APPROVED AS NOTED/RESUBMIT". This combination of codes is assigned when notations and comments are extensive enough to require a resubmittal of the package. The Contractor may release the equipment or material for manufacture; however, all notations and comments must be incorporated into the final product. This resubmittal is to address all comments, omissions and non-conforming items that were noted. Resubmittal is to be received by the Engineer within 15 calendar days of the date of the Engineer's transmittal requiring the resubmittal.

Code 5: "NOT APPROVED" is assigned when the submittal does not meet the intent of the Contract Documents. The Contractor must resubmit the entire package revised to bring the submittal into conformance. It may be necessary to resubmit using a different manufacturer/vendor to meet the Contract Documents.

Code 6: "COMMENTS ATTACHED" is assigned where there are comments attached to the returned submittal which provide additional data to aid the Contractor.

Codes 1 through 5 designate the status of the reviewed submittal with Code 6 showing there has been an attachment of additional data.

- E. Resubmittals will be handled in the same manner as first submittals. On resubmittals, the Contractor shall direct specific attention, in writing on the letter of transmittal and on resubmitted shop drawings by use of revision triangles or other similar methods, to revisions other than the corrections requested by the Engineer, on previous submissions. Any such revisions which are not clearly identified shall be made at the risk of the Contractor. The Contractor shall make corrections to any work done because of this type revision that is not in accordance to the Contract Documents as may be required by the Engineer.
- F. Partial submittals may not be reviewed. The Engineer will be the only judge as to the completeness of a submittal. Submittals not complete will be returned to the Contractor and will be considered "Not Approved" until resubmitted. The Engineer may, at his/her option, provide a list or mark the submittal directing the Contractor to the areas that are incomplete.
- G. Repetitive Review

1. Shop drawings and other submittals will be reviewed no more than twice at the Engineer's expense. All subsequent reviews will be performed at times convenient to the Engineer and at the Contractor's expense, based on the Engineer's then prevailing rates. The Contractor shall reimburse the Owner for all such fees invoiced to the Owner by the Engineer. Submittals are required until approved.
  2. Any need for more than one resubmission, or any other delay in obtaining Engineer's review of submittals, will not entitle Contractor to extension of the Contract Time.
- H. If the Contractor considers any correction indicated on the shop drawings to constitute a change to the Contract Documents, the Contractor shall give written notice thereof to the Engineer at least seven working days prior to release for manufacture.
- I. 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 from the Engineer.

#### 1.06 DISTRIBUTION

- A. After review the Engineer will make the following distribution of shop drawings and product data:
1. Codes 1 through 5: 2 copies to Owner; 3 copies to Contractor including 1 copy for Project Record Drawings; 3 copies to Engineer.
  2. Code 6: 2 copies to Owner; 4 copies to Contractor; 2 copies to Engineer.

#### 1.07 MOCK UPS

- A. Mock Up units as specified in individual Sections, include but are not necessarily limited to, complete units of the standard of acceptance for that type of work to be used on the Project. Remove at the completion of the Work or when directed.

#### 1.08 PROFESSIONAL ENGINEER (P.E.) CERTIFICATION FORM

- A. If specifically required in other Sections of these Specifications, the Contractor shall submit a P.E. Certification Form (provided at the end of this Section) for each item required, in the form attached to this Section, completely filled in and stamped.

#### 1.09 GENERAL PROCEDURES FOR SUBMITTALS

- A. Coordination of Submittal Times: Prepare and transmit each submittal sufficiently in advance of performing the related work or other applicable activities, or within the time specified in the individual work sections, of the Specifications, so that the installation will not be delayed by processing times including disapproval and resubmittal (if required), coordination with other submittals, testing, purchasing, fabrication, delivery and similar sequenced activities. No extension of time will be authorized because of the Contractor's failure to transmit submittals sufficiently in advance of the Work.

#### PART 2 PRODUCTS (NOT USED)

#### PART 3 EXECUTION

##### 3.01 SUBMITTAL SCHEDULE

- A. Provide an initial submittal schedule at the pre-construction meeting for review by Owner and Engineer. Incorporate comments from Owner or Engineer into a revised submittal schedule.
- B. Maintain the submittal schedule and provide sufficient copies for review by Owner and Engineer. An up-to-date submittal schedule shall be provided at each project progress meeting.

##### 3.02 TRANSMITTALS

- A. Prepare separate transmittal sheets for each submittal. Each transmittal sheet shall include at least the following: the Contractor's name and address, Owner's name, project name, project number, submittal number, description of submittal and number of copies submitted.
- B. Submittals shall be transmitted or delivered directly to the office of the Engineer, as indicated in the Contact Documents or as otherwise directed by the Engineer.

##### 3.03 PROCEDURES

A. ACTION SUBMITTALS

1. CONTRACTOR'S RESPONSIBILITIES

- a. Coordination of Submittal Times: Prepare and transmit each submittal sufficiently in advance of performing the related work or other applicable activities, or within the time specified in the individual work of other related Sections, so that the installation will not be delayed by processing times including disapproval and resubmittal (if required). Coordinate with other submittals, testing, purchasing, fabrication, delivery and similar sequenced activities. Extensions to the Contract Time will not be approved for the Contractor's failure to transmit submittals sufficiently in advance of the Work.
- b. The submittals of all shop drawings (including working drawings and product data) shall be sufficiently in advance of construction requirements to allow for possible need of re-submittals, including the specified review time for the Engineer.
- c. Submittals of operation and maintenance data shall be provided within 30 days of approval of the related shop drawing(s).
- d. Before submission to the Engineer, review shop drawings as follows:
  - 1) make corrections and add field measurements, as required
  - 2) use any color for its notations except red (reserved for the Engineer's notations) and black (to be able to distinguish notations on black and white documents)
  - 3) identify and describe each deviation or variation from Contract documents
  - 4) include the required Contractor's Certification statement
  - 5) provide field measurements (as needed)



- 6) coordinate with other submittals
  - 7) indicate relationships to other features of the Work
  - 8) highlight information applicable to the Work and/or delete information not applicable to the Work
- e. If Contractor considers any correction indicated on the shop drawings to constitute a change to the Contract Documents, provide written notice thereof to the Engineer immediately; and do not release for manufacture before such notice has been received by the Engineer.
- f. When the shop drawings have been completed to the satisfaction of the Engineer, carry out the construction in accordance therewith; and make no further changes therein except upon written instructions from the Engineer.

## 2. ENGINEER'S RESPONSIBILITIES

- a. Engineer will not review shop drawings (including working drawings and product data) that do not include the Contractor's approval stamp. Such submittals will be returned to the Contractor, without action, for correction.
- b. Partial shop drawings (including working drawings and product data) will not be reviewed. If, in the opinion of the Engineer, a submittal is incomplete, that submittal will be returned to the Contractor for completion. Such submittals may be returned with comments from Engineer indicating the deficiencies requiring correction.
- c. If shop drawings (including working drawings and product data) meet the submittal requirements, Engineer will forward copies to appropriate reviewer(s). Otherwise, noncompliant submittals will be returned to the Contractor without action, with the Engineer retaining one copy.
- d. Submittals which are transmitted in accordance with the specified requirements will be reviewed by the Engineer within the time

specified herein. The time for review will commence upon receipt of submittal by Engineer.

B. INFORMATIONAL SUBMITTALS

1. CONTRACTOR'S RESPONSIBILITIES

- a. Refer to individual technical Specification Sections for specific submittal requirements.

2. ENGINEERS'S RESPONSIBILITIES

- a. The Engineer will review each informational submittal within 20 working days. If the informational submittal complies with the Contract requirements, Engineer will file for the project record and transmit a copy to the Owner. Engineer may elect not to respond to Contractor regarding informational submittals meeting the Contract requirements.
- b. If an informational submittal does not comply with the Contract requirements, Engineer will respond accordingly to the Contractor within 20 working days. Thereafter, the Contractor shall perform the required corrective action, including retesting, if needed, until the submittal, in the opinion of the Engineer, is in conformance with the Contract Documents

END OF SECTION

P.E. CERTIFICATION FORM

The undersigned hereby certifies that he/she is a Professional Engineer registered in the State of Louisiana and that he/she has been employed by \_\_\_\_\_ to design \_\_\_\_\_ in accordance with Specification Section \_\_\_\_\_ for the Project. The undersigned further certifies that he/she has performed the design of the \_\_\_\_\_, that said design is in conformance with all applicable local, state and federal codes, rules, and regulations, and that his/her signature and P.E. stamp have been affixed to all calculations and drawings used in, and resulting from, the design.

The undersigned hereby agrees to make all original design drawings and calculations available to the Terrebonne Parish Consolidated Government Division of Pollution Control or Owner's representative within seven days following written request therefore by the Owner.

\_\_\_\_\_  
P.E. Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

## SECTION 01311

### CONSTRUCTION SCHEDULING

#### PART 1 GENERAL

##### 1.01 PROGRAM DESCRIPTION

- A. A Critical Path Method (CPM) construction schedule shall be used to control the work of this Contract and to provide a definitive basis for determining job progress. The construction schedule shall be prepared, maintained, and updated by the Contractor. The construction schedule shall be reviewed by the Engineer as described herein. All work shall be done in accordance with the established CPM schedule and the Contractor and his/her subcontractors shall be responsible for cooperating fully with the Engineer and the Owner in effectively utilizing the CPM schedule.
- B. The CPM schedule to be prepared and submitted by the Contractor shall consist of a CPM network (diagram of activities) in the Time Scale Logic and a computer-generated schedule (print-out) as specified herein.
- C. At the Pre-Construction Conference, The Contractor shall submit to the Engineer for review and approval a Preliminary CPM Schedule covering the Work to be performed.
- D. The Preliminary CPM Schedule shall:
  - 1. Illustrate a feasible CPM schedule for completion of the work under this Contract within the time specified.
  - 2. Establish mandatory milestone dates. Designate milestones on the Preliminary CPM Schedule with asterisks.
- E. The Preliminary CPM Schedule is not to be considered binding except for the time required for contract completion and the mandatory milestones.
- F. Contractor shall develop his own outline of the Work and prepare his proposed CPM schedule. The computer-based schedule shall be the product of a recognized commercial computer software producer and shall meet all of the requirements defined herein.

##### 1.02 QUALIFICATIONS

- A. Have the capability of preparing and utilizing the specified CPM scheduling technique. A statement of CPM capability shall be submitted in writing to the Engineer within ten calendar days after the award of the Contract and will verify that either the Contractor's organization has in-house capability qualified to use the technique or that the Contractor employs a consultant who is so qualified. Capability shall be verified by description of the construction projects to which the Contractor or his/her consultant has successfully applied the CPM scheduling technique and which were controlled throughout the duration of the project by means of systematic use and updating of a computer-based CPM schedule. The submittal shall include the name of the individual on the Contractor's staff who will be responsible for the CPM schedule and for providing the required updating information.

### 1.03 NETWORK REQUIREMENTS

- A. The network shall show the order and inter-dependence of activities and the sequence in which the work is to be accomplished as planned by the Contractor. The basic concept of a network analysis diagram shall be followed to show how the start of a given activity is dependent on the completion of preceding activities and its completion restricts the start of following activities.
- B. Detailed network activities shall include: construction activities, the submittal and approval of samples of materials and shop drawings, the procurement of materials and equipment, fabrication of materials and equipment and their delivery, installation and testing, start-up and training. Break the work into activities with duration no longer than 20 working days each, except non-construction activities (such as procurement of materials and delivery of equipment) and any other activities for which the Engineer may approve the showing of longer duration. To the extent feasible, activities related to a specific physical area of the work shall be grouped on the network for ease of understanding and simplification.
- C. Separate activities shall be provided for each significant identifiable function in each trade area in each facility. Activities shall be so identified that there will be no reasonable doubt as to how much work remains on each. Specific activities which shall be included are: all sub contract work, all interface work between subcontractors and between the Contractor and subcontractors, leakage tests of tanks and pipelines, electrical connections to each item of equipment, supplier and manufacturer technical assistance, mechanical connections to each item of equipment, all tests, concrete finishing, each item of site work, (including restraints on other activities) and all utilities, fuels and chemicals.

- D. Each activity on the network shall have the following indicated on the node representing it.
1. A single duration (i.e., the single best estimate of elapsed time considering the scope of the work involved in the activity and the resources planned for accomplishing the activity) expressed in working days.
  2. A five character (or less) code indicative of the party responsible for accomplishing the activity.
  3. A cost estimate for each activity which, when accumulated with the cost of all activities, equals the total contract cost. Estimated overhead and profit shall be prorated throughout all activities. Materials costs shall be assigned to delivery activities.
  4. A brief description of the activity.
  5. Manpower estimate for each activity.
- E. The selection and number of activities shall be subject to the Engineer's approval. The detailed network shall be time scaled. In addition to the brief description, submit a separate list of all activities containing a detailed narrative of the scope of each activity, including the trades and subcontractors involved, the activity duration, and the cost of each activity as it pertains to the pay items on the Schedule of Values.
- F. To the extent that the network or any revision thereof shows anything not jointly agreed upon or fails to show anything jointly agreed upon, it shall not be deemed to have been approved by the Engineer. Failure to include on a network any element of work required for the performance of this Contract shall not excuse the Contractor from completing all work required within any applicable completion date, notwithstanding the review of the network by the Engineer.
- G. Except where earlier completions are specified, CPM schedules which show completion of all work prior to the contractor completion date may be approved by the Engineer but in no event shall they be acceptable as a basis for claim for delay against the Owner or Engineer by the Contractor.

#### 1.04 COMPUTER-GENERATED SCHEDULE REQUIREMENTS

- A. Each computer-generated schedule submittal from the CPM activity network shall include the following tabulations: a list of activities in numerical order, a list

of activity precedences, a schedule sequenced by Early Start Date and a schedule sequenced by Total Float. Each schedule shall include the following minimum items:

1. Activity numbers
2. Estimated duration
3. Activity description
4. Early start date (calendar dated)
5. Early finish date (calendar dated)
6. Latest allowable start date (calendar dated)
7. Latest allowable finish date (calendar dated)
8. Status (whether critical)
9. Estimated cost of the activity
10. Total float and free float

B. In addition, each schedule shall be prefaced with the following summary data:

1. Contract name and number
2. Contractor's name
3. Contract duration
4. Contract schedule
5. The effective or starting date of the schedule (the date indicated in the Notice to Proceed).

C. The work day to calendar date correlation shall be based on an 8-hour day and 40-hour week with adequate allowance for holidays, adverse weather and all other special requirements of the work.

## 1.05 INITIAL CONFERENCE

- A. At the Pre-Construction Conference, discuss and agree on the proposed standards for the CPM schedule. At this conference submit to the Engineer a preliminary network defining the planned operations. The general approach for the balance of the project shall be indicated.

#### 1.06 APPROVED CPM SCHEDULE

- A. Within 5 days following the receipt of the Notice to Proceed, submit two prints of the proposed CPM activity network and a computer-generated schedule to the Engineer. Following review by the Engineer and Owner, the Contractor shall incorporate the Engineer's comments into the network and submit five prints and two reproducible of the revised network and two copies of the computer-generated schedule. This final submittal shall be delivered to the Engineer within 10 days after the Notice to Proceed.
- B. CPM schedules which contain activities showing negative float or which extend beyond the contract completion date in the computer-generated schedule will not be approved.
- C. The Contractor shall participate in the initial review and evaluation of the proposed network diagram and schedule by the Engineer. The approved network shall then be approved CPM schedule to be used for planning, organizing and directing the work, and reporting progress.
- D. Approval of the CPM activity network by the Engineer is advisory only and shall not relieve the Contractor of responsibility for accomplishing the work within the contract completion date. Omissions and errors in the approved CPM schedule shall not excuse performance less than that required by the Contract. Approval by the Engineer in no way makes the Engineer an insurer of the CPM schedule's success or liable for time or cost overruns flowing from its shortcomings. The Owner hereby disclaims any obligation or liability by reason of approval by its agent, the Engineer, of the CPM schedule.
- E. The CPM activity network shall be prepared in accordance with the format used in the Preliminary CPM Schedule noted above. The network shall be submitted on sheets not larger than 24-in by 36-in and may be divided into as many separate sheets as required.

#### 1.07 PROGRESS REPORTING

- A. Progress under the approved CPM schedule shall be evaluated monthly by the Contractor and the Engineer. Not less than seven days prior to each monthly progress meeting, they shall meet at the job-site and jointly evaluate the status



of each activity on which work has started or is due to start, based on the preceding CPM schedule; to show actual progress, to identify those activities started and those completed during the previous period, to show the estimated time required to complete or the percent complete of each activity started but not yet completed and to reflect any changes indicated for the network. Activities shall not be considered to be complete until they are, in fact, 100 percent complete.

- B. At each progress meeting, submit a narrative report based on the CPM schedule evaluation described above, in a format agreed upon by the Contractor and the Engineer. The report shall include a description of the progress during the previous period in terms of completed activities, and explanation of each activity which is showing a delay, a description of problem areas, current and anticipated delaying factors and their estimated impact on performance of other activities and completion dates and an explanation of corrective action taken or proposed. This report, as well as the CPM Status Report, will be discussed at each progress meeting.

#### 1.08 RESPONSIBILITY FOR SCHEDULE COMPLIANCE

- A. Whenever it becomes apparent from the current CPM schedule and CPM Status Report that delays to the critical path have resulted and the contract completion date will not be met, or when so directed by the Engineer, Contractor shall take some or all of the following actions at no additional cost to the Owner. He shall submit to the Engineer for approval, a written statement of the steps intended to take to remove or arrest the delay to the critical path in the approved schedule.
  - 1. Increase construction manpower in such quantities and crafts as will substantially eliminate the backlog of work.
  - 2. Increase the number of working hours per shift, shifts per day, working days per week, the amount of construction equipment, or any combination of the foregoing, sufficiently to substantially eliminate the backlog of work.
  - 3. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities and comply with the revised schedule.
- B. If when so requested by the Engineer, failure to submit a written statement of the steps intended to take or should fail to take such steps as approved by the Engineer, the Engineer may direct the Contractor to increase the level of effort in man-power (trades), equipment and work schedule (overtime, weekend and

holiday work, etc) to be employed by the Contractor in order to remove or arrest the delay to the critical path in the approved schedule and the Contractor shall promptly provide such level of effort at no additional cost to the Owner.

#### 1.09 ADJUSTMENT OF CONTRACT SCHEDULE AND COMPLETION TIME

- A. If the Contractor desires to make changes in his/her method of operating which affect the approved CPM schedule, he/she shall notify the Engineer in writing stating what changes are proposed and the reason for the change. If the Engineer approves these changes, the Contractor shall review and submit for approval, without additional cost to the Owner, all of the affected portions of the CPM network. The CPM schedule shall be adjusted by the Contractor only after prior approval of his/her proposed changes by the Engineer. Adjustments may consist of changing portions of the activity sequence, activity durations, division of approved activities, or other adjustments as may be approved by the Engineer. The addition of extraneous, non-working activities and activities which add unapproved restraints to the CPM schedule shall not be approved.
- B. If the completion of any activity, whether or not critical, falls more than 100 percent behind its approved duration, submit for approval a schedule adjustment showing each such activity divided into two activities reflection completed versus uncompleted work.
- C. Shop drawings which are not approved on the first submittal or within the schedule time and equipment which do not pass the specified tests shall be immediately rescheduled.
- D. The contract completion time will be adjusted only for causes specified in this Contract. In the event the Contractor requests an extension of any contract completion date, he/she shall furnish such justification and supporting evidence as the Engineer may deem necessary to determine whether the Contractor is entitled to an extension of time under the provisions of this Contract. The Engineer will, after receipt of such justification and supporting evidence, make findings of fact and will advise the Contractor in writing thereof. If the Engineer finds that the Contractor is entitled to any extension of any contract completion date, the Engineer's determination as to the total number of days extension shall be based upon the currently approved CPM schedule and on all data relevant to the extension. Such data shall be included in the next updating of the schedule. Actual delays in activities which, according to the CPM schedule, do not affect any contract completion date shown by the critical path in the network will not be the basis for a change therein.

- E. Each request for change in any contract completion date shall be submitted by the Contractor to the Engineer within 5 days after the beginning of the delay for which a time extension is requested but before the date of final payment under this Contract. No time extension will be granted for requests which are not submitted within the foregoing time limit.
- F. From time to time it may be necessary for the contract schedule or completion time to be adjusted by the Owner to reflect the effects of job conditions, weather, technical difficulties, strikes, unavoidable delays on the part of the Owner or its representatives and other unforeseeable conditions which may indicate schedule adjustments or completion time extensions. Under such conditions, the Engineer will direct the Contractor to reschedule the work or contract completion time to reflect the changed conditions and the Contractor shall revise his/her schedule accordingly. No additional compensation will be made to the Contractor for such schedule changes except for unavoidable overall contract time extensions beyond the actual completion of all unaffected work, in which case the Contractor shall take all possible action to minimize any time extension and any additional cost to the Owner. Available float time in the CPM schedule may be used by the Owner as defined by the Engineer, as well as by the Contractor.
- G. The Owner controls the float time in the approved CPM network and, therefore, without obligation to extend either the overall completion date or any intermediate completion dates set out in the CPM network, the Owner may initiate changes to the work that absorb float time only. Owner initiated changes that affect the critical path on the approved CPM network shall be the sole grounds for extending (or contracting) said completion dates. Contractor-initiated changes that encroach on the float time identified in the approved CPM network may be accomplished with the Owner's concurrence. Such changes, however, shall give way to Owner-initiated changes competing for the same float time.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

## SECTION 01600

### MATERIALS AND EQUIPMENT

#### PART 1 GENERAL

##### 1.01 ACCEPTANCE OF MATERIALS AND EQUIPMENT

- A. Unless otherwise specified, only new materials and equipment shall be incorporated in the Work. Materials and equipment furnished by the Contractor shall be subject to the inspection and approval of the Engineer. No material shall be delivered to the Work without prior approval of the Engineer.
- B. Material and equipment incorporated into the Work shall:
  - 1. Be new and in current production, conforming to applicable specifications and standards.
  - 2. Comply with size, make, type and quality specified, or as specifically approved in writing by the Engineer.
  - 3. Use U.S. customary units. Metric units will not be accepted.
- C. Manufactured and fabricated products shall be designed, fabricated, and assembled in accordance with the best engineering and shop practices.
- D. Manufacture like parts of duplicate units to standard sizes and gages, to be interchangeable.
- E. Two or more items of the same kind shall be identical, by the same manufacturer.
- F. Products and equipment shall be suitable for service conditions.
- G. Do not use material or equipment for any purpose other than that for which it is designed or is specified.
- H. The materials and equipment used in the Work shall correspond to the approved samples or other submitted data.

##### 1.02 REUSE OF EXISTING MATERIALS AND EQUIPMENT

- A. Except as specifically indicated or specified, materials and equipment removed from any existing structure shall not be used in the completed Work.

#### 1.03 TRANSPORTATION AND DELIVERY

- A. Transport and handle items in accordance with manufacturer's instructions.
- B. Schedule delivery to reduce long term on-site storage prior to installation and/or operation. Under no circumstances shall equipment be delivered to the site more than one month prior to installation without written authorization from the Engineer.
- C. Coordinate delivery with installation to ensure minimum holding time for items that are hazardous, flammable, easily damaged or sensitive to deterioration.
- D. Deliver products to the site in manufacturer's original sealed containers or other packing systems, complete with instructions for handling, storing, unpacking, protecting and installing.
- E. All items delivered to the site shall be unloaded and placed in a manner which will not hamper the operation of the Owner's facilities, the Contractor's normal construction operation or those of subcontractors and other contractors and will not interfere with the flow of necessary traffic.
- F. Provide necessary equipment and personnel to unload all items delivered to the site.
- G. Promptly inspect shipment to assure that products comply with requirements, quantities are correct and items are undamaged. For items furnished by others (i.e. Owner, other contractors, etc.), perform inspection in the presence of the Engineer. Notify Engineer verbally, and in writing, of any problems.

#### 1.04 INSPECTION AND TESTING FOR ACCEPTANCE

- A. Furnish all materials or specimens for testing and all labor and facilities for inspection of equipment and materials.
- B. Furnish suitable evidence that the materials proposed to be incorporated into the Work are in accordance with the Specifications. Mill tests for reinforcing steel and cement will be acceptable if it is definite that the test sheets apply to the material being furnished. Manufacturer's or supplier's test results will be acceptable for such items as pipe and air release valves, when it is definite that

the material being furnished is in accordance with the manufacturer's or supplier's specifications to which the test results apply. Should the Contractor fail to provide the above information, the Owner shall have the right to require tests to be made by the Owner's laboratory to obtain the Information and the cost therefor shall be borne by the Contractor. The Owner may have further inspection and tests made by the laboratory or may make tests himself/herself, to ensure that the Contractor is complying with the Specifications.

- C. Details for testing equipment and materials are found in the individual Sections of these Specifications.
- D. If the Owner requires, either prior to beginning or during the progress of the Work, the Contractor shall submit samples or materials for such special tests as may be necessary to demonstrate that they comply with the Specifications. Such samples shall be furnished, stored, packed, and shipped as directed at the Contractor's expense. Except as otherwise noted, the Owner will make arrangements for and pay for the tests.
- E. Delay of approval resulting from the Contractor's failure to submit samples or data promptly shall not be used as a basis of a claim against the Owner or Engineer.

#### 1.05 STORAGE AND PROTECTION OF MATERIALS AND EQUIPMENT

- A. Materials and equipment to be incorporated in the Work shall be handled and stored by the manufacturer, fabricator, supplier and Contractor before, during, and after shipment in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and any injury, theft or damage of any kind whatsoever to the material or equipment.
- B. Special attention shall be given to the storage and handling of equipment on site. Equipment storage will be approved by the Engineer. As a minimum, the procedure outlined below shall be followed:
  - 1. Equipment shall be shipped as late as possible to assure its availability when required by the Contractor's schedule. The intent of this requirement is to reduce on-site storage time prior to installation and operation. Under no circumstances shall equipment be delivered to the site more than one month prior to installation without prior written authorization from the Engineer. Equipment shall not be shipped until the Contractor has received an approved submittal from the Engineer.

2. Equipment having moving parts shall be stored in a temperature and humidity controlled building approved by the Engineer, until such time as the equipment is to be installed.
  3. Equipment shall be stored fully lubricated with oil or grease, unless otherwise instructed by the manufacturer.
  4. Manufacturer's storage instructions shall be carefully studied by the Contractor and reviewed with the Engineer. These instructions shall be carefully followed and a written record shall be kept by the Contractor.
  5. If pipe is placed along the pipeline before being laid, the Contractor shall place the pipe in such a way that the pipe is kept clean. If the pipe cannot be kept clean, the Contractor will be required to store the pipe off-site and haul pipe to site daily as it is being used.
- C. Store materials in accordance with manufacturer's instructions, with seals and labels intact and legible.
1. Store products subject to damage by the elements in weather tight enclosures.
  2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
- D. Exterior Storage:
1. Store fabricated products and equipment above the ground, on blocking or skids, to prevent soiling or staining. Cover products which are subject to deterioration with impervious sheet coverings; provide adequate ventilation to avoid condensation.
  2. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
  3. Cement and lime shall be stored under a roof and off the ground and shall be kept completely dry. Structural, miscellaneous, and reinforcing steel shall be stored off the ground or otherwise to prevent accumulations of dirt or grease, and in a position to prevent accumulations of standing water and to avoid rusting.

- 4. Precast concrete shall be handled and stored in a manner to prevent accumulations of dirt, standing water, staining, chipping or cracking.
- E. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored materials and equipment to assure that they are maintained under specified conditions, and free from damage or deterioration.
- F. Protection after Installation:
  - 1. Provide substantial coverings as necessary to protect installed materials and equipment from damage from traffic and subsequent construction operations. Remove when no longer needed.
- G. Off-Site Storage:
  - 1. Contractor may store materials and equipment off-site with Engineer's approval.
- H. Rejection of Materials and Equipment:
  - 1. Materials and equipment which, in the opinion of the Engineer, have become so damaged as to be unfit for the use intended or specified shall be promptly removed from the site of the Work. The Contractor shall receive no compensation for the damaged material or its removal.
  - 2. Damaged material and equipment shall be replaced at the Contractor's expense.

#### 1.06 INSTALLATION OF EQUIPMENT

- A. Handle, store and install equipment in accordance with the manufacturer's drawings and recommendations.
- B. When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation. Maintain one set of complete instructions at the job site during installation and until completion.
- C. Handle, install, connect, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.



1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Engineer for further instructions.
  2. Do not proceed with work without clear instructions.
- D. Furnish sleeves, inserts, hangers, and anchor bolts, required for the execution of the electrical and plumbing work specified and shown on the Drawings. In no case shall beams, lintels, or other structural members be cut without the approval of the Owner.

#### 1.07 SUBSTITUTIONS AND PRODUCT OPTIONS

A. Substitution of Equipment:

1. The Contractor shall note that the Engineer's design is based upon the first listed manufacturer for items of equipment, though not necessarily the manufacturer's "standard" product.
2. If the Contractor chooses other manufacturer's equipment he shall be responsible for the total cost, including engineering design, of modifications, alterations, adjustment, and coordination necessary to make the proposed equipment compatible with the treatment process and with the specified equipment, structures, spaces, and other features of the original design.

B. Products List:

1. Within 30 days after award of Contract, submit to Engineer a complete list of major products proposed to be used, with the name of the manufacturer and the installing.

C. Substitutions:

1. For a period of 30 days after Contract Date, Engineer will consider written requests from Contractor for substitution of products.
2. Submit a separate request for each product, supported with complete data, with drawings and samples as appropriate, including:

- a. Comparison of the qualities of the proposed substitution with that specified.
  - b. Changes required in other elements of the Work because of the substitution.
  - c. Effect on the construction schedule.
  - d. Data comparing the cost of the proposed substitution, including long-term operation and maintenance costs, with the product specified.
  - e. Any required license fees or royalties.
  - f. Availability of maintenance services, and source of replacement materials.
3. Engineer shall be the judge of the acceptability of the proposed substitution.

D. Contractor's Representation:

1. A request for a substitution constitutes a representation of that Contractor:
- a. Has investigated the proposed product and determined that it is equal to or superior in all respects to that specified.
  - b. Will provide the same warranties or bonds for the substitution as for the product specified.
  - c. Will coordinate the installation of an accepted substitution into the Work, and make such other changes as may be required to make the Work complete in all respects.
  - d. Waives all claims for additional costs, under his responsibility, which may subsequently become apparent.

- E. Engineer will review requests for substitutions with reasonable promptness, and notify Contractor, in writing, of the decision to accept or reject the requested substitution.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

## SECTION 01700

### CONTRACT CLOSEOUT

#### PART 1 GENERAL

##### 1.01 SCOPE OF WORK

- A. Comply with requirements stated in Contract Documents in closing out the Contract.

##### 1.02 RELATED WORK

- A. Operation and Maintenance Data are included in Section 01730.
- B. Warranties and Bonds are included in Section 01740.

##### 1.03 SUBSTANTIAL COMPLETION

- A. Substantial completion date shall be established as stated in the General and Supplementary Conditions.
- B. Upon receipt of written certification from the Contractor that the Work is completed, the Engineer and Owner will make a Substantial Completion Inspection with the Contractor present. Upon completion of this preliminary inspection, the Engineer will notify the Contractor, in writing, of any particulars in which this inspection reveals that the Work is defective or incomplete.
- C. If all Work is complete with minor deficiencies to be corrected or repaired, the Contractor shall be considered Substantially Complete with the Work and a list of the deficiencies, in writing, shall be provided in a timely manner to the Contractor. The list of deficiencies to be corrected or repaired shall be known as the Substantial Completion Punch List. If the Engineer and Owner determine that items of Work have not been completed or Work requires excessive repairs or corrections, the Engineer shall provide, in writing, a notice to the Contractor informing the Work is not Substantially Complete and construction to complete the remaining Work or excessive repairs or corrections shall continue.
- D. The Work being considered Substantially Complete does not end the Contract Time stated in the Contract. The Contract Time shall commence upon receipt of Final Acceptance of the Work.

- E. Should the Work not be considered Substantially Complete, a second Substantial Completion Inspection shall be performed. The Contractor shall repeat the step outlined in Section 1,03B above once the Contractor feels the Work is completed and ready for another Substantial Completion Inspection. The cost of the second and additional Substantial Completion Inspection(s) shall be at the Contractor's expense.
- F. Upon receiving written notice from the Engineer, the Contractor shall immediately undertake the work required to remedy deficiencies and complete the work to the satisfaction of the Engineer.

#### 1.04 FINAL CLEANING

- A. Contractor to complete final cleaning prior to submittal of the written certification for Final Acceptance Inspection.

#### 1.05 FINAL INSPECTION

- A. After final cleaning and restoration, when Contractor considers the Work is complete, he shall submit written certification to the Engineer that:
  - 1. Contract Documents have been reviewed.
  - 2. Work has been inspected for compliance with Contract Documents.
  - 3. Work has been completed in accordance with Contract Documents.
  - 4. Equipment and systems have been tested in the presence of the Owner's representative and are operational as specified.
  - 5. Work is completed and ready for final inspection.
- B. Upon written notice from the Contractor that Work is completed, the Engineer and Owner will make a preliminary inspection with the Contractor present. Upon completion of this preliminary inspection, the Engineer will notify the Contractor, in writing, of any particulars in which this inspection reveals that the Work is defective or incomplete.
- C. Upon receiving written notice from the Engineer, the Contractor shall immediately undertake the work required to remedy deficiencies and complete the work to the satisfaction of the Engineer.

- D. When items are corrected or completed as listed in the Engineer's written notice, the Contractor shall inform the Engineer in writing, that the required work has been completed. Upon receipt of this notice, the Engineer, in the presence of the Contractor, will make a final inspection of the Project.
- E. Should the Engineer find all work satisfactory at the time of his inspection, application for final payment will be allowed in accordance with the General Conditions. Should the Engineer still find deficiencies in the Work, the Engineer will inform the Contractor of the deficiencies and will deny the Contractor's request for final payment until such time as the Contractor has satisfactorily completed the required work.

#### 1.06 REINSPECTION FEES

- A. Should Engineer perform re-inspections due to failure of the Work to comply with the claims of status of completion made by the Contractor:
  - 1. Owner will compensate Engineer for such additional services.
  - 2. The Owner will deduct the amount of such compensation from the final payment to the Contractor. The Engineer's compensation shall be based upon the hourly cost to the Owner of the Engineer's representatives present for a full eight (8) hour day plus costs of travel to and from the project site.

#### 1.07 FINAL SUBMITTALS

- A. No application for final payment will be accepted until all submittals have been made to the Engineer and approved by the Engineer, including, but not limited to, the following:
  - 1. Consent of Surety to Final Payment as specified in the General and Supplementary Conditions.
  - 2. Affidavit of Final Payment and Release as specified in the General and Supplementary Conditions.
  - 3. Project Record Documents as specified in Section 01720.
  - 4. Final Operation and Maintenance manuals as specified in Section 01730.

5. Warranties and Bonds as specified in Section 01740.
6. All required test reports as specified.

#### 1.08 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to Engineer.
- B. Statement shall reflect all adjustments to the Contract Price:
  1. The original Contract Price.
  2. Additions and deductions resulting from:
    - a. Previous Change Orders.
    - b. Allowances.
    - c. Unit Prices.
    - d. Deductions for uncorrected work.
    - e. Deductions for liquidated damages.
    - f. Deductions for re-inspection payments.
  3. Total Contract Price, as adjusted.
  4. Previous payments.
  5. Sum remaining due.

1.09 Engineer will prepare a final Change Order, reflecting approved adjustments to the Contract Price which were not previously made by Change Orders.

#### 1.10 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

#### 1.11 FINAL PAYMENT

- A. Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the General Conditions.
- B. Final payment will be made to the Contractor in accordance with the General Conditions.

#### 1.12 CLOSEOUT PROCEDURES

- A. Provide all deliverables as specified herein and within other Specification Sections. Provide submittals to Engineer that are required by governing or other authorities having applicable jurisdiction including but not limited to permit close out information, certificates of occupancy, etc.
- B. Submit written certification that Contract Documents have been reviewed, Work has been inspected and that Work is complete in accordance with Contract Documents and ready for Engineer's inspection. With the written certification, submit an Application for Payment with all items shown completed, including all Change Order items, minus the retainage to be held until the clear lien and privilege certificate is acceptable.

#### PART 2 PRODUCTS (NOT USED)

#### PART 3 EXECUTION (NOT USED)

END OF SECTION



## SECTION 01710

### CLEANING

#### PART 1 GENERAL

##### 1.01 SCOPE OF WORK

- A. Execute cleaning, during progress of the Work, and at completion of the Work, as required by the Contract Documents.

##### 1.02 DISPOSAL REQUIREMENTS

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

#### PART 2 PRODUCTS

##### 2.01 MATERIALS

- A. Use only those cleaning materials which will not create hazards to health or property, and which will not damage surfaces.
- B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

#### PART 3 EXECUTION

##### 3.01 DURING CONSTRUCTION

- A. Keep premises free from accumulation of waste materials or rubbish caused by Contractor's operations. Oversee cleaning and ensure that site is maintained free from accumulations of waste material and rubbish.
- B. At reasonable intervals during progress of work, clean-up site, and dispose of waste materials, rubbish and debris. Provide containers and locate on site for collection of waste materials, rubbish and debris. Do not allow waste materials,

rubbish and debris to accumulate and become an unsightly or hazardous condition.

- C. Transport waste materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights. Sprinkle dusty debris with water.
- D. Burning or burying of rubbish and waste materials on the site is not permitted. Disposal of volatile fluid wastes (such as mineral spirits, oil, or paint thinner) in storm or sanitary sewer systems is not permitted. Remove waste materials, rubbish and debris from the site and legally dispose of at public or private dumping areas off the Owner's property.
- E. Properly clean up and dispose of any chemicals and materials which may be toxic or hazardous in accordance with all federal, state, and local codes.

### 3.02 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
- C. Remove waste materials and rubbish from and about the site as well as tools, construction equipment, machinery and surplus materials.
- D. Prior to final completion, conduct an inspection of all work areas to verify that the entire Work is clean.

END OF SECTION

## SECTION 01720

### PROJECT RECORD DOCUMENTS

#### PART 1 GENERAL

##### 1.01 SCOPE OF WORK

- A. The Contractor shall keep and maintain, at the job site, a copy of Contract Documents, marked up to indicate all changes made during the course of the project, as specified herein.
- B. Maintain at the site for the Owner one record copy of:
  - 1. Conformed Drawings.
  - 2. Conformed Specifications.
  - 3. Change Orders and other modifications to the Contract.
  - 4. Engineer's Field Orders or written instructions.
  - 5. Approved Shop Drawings, Product Data and Samples.
  - 6. Field test records.
  - 7. Latest approved progress schedule.
- C. Progress payments will not be approved unless Project Record Documents are current with construction progress.

##### 1.02 REQUIREMENTS INCLUDED

- A. Contractor shall maintain a record copy of the following documents, marked up to indicate all changes made during the course of a project:
  - 1. Contract Drawings

### 1.03 RECORD DRAWINGS

- A. The Contractor shall annotate (mark-up) the Contract Drawings to indicate all project conditions, locations, configurations, and any other changes or deviations that vary from the original Contract Drawings. This requirement includes, but is not limited to, buried or concealed construction, and utility features that are revealed during the course of construction. The record information added to the drawings may be supplemented by detailed sketches, if necessary, clearly indicating, the WORK, as constructed. The requirements include, but should not be limited to, the following:
  - 1. Field changes of dimension and detail.
  - 2. Changes made by Field Order or by Change Order.
  - 3. Details not on original Drawings.
  - 4. Equipment and piping relocations.
- B. These annotated Contract Drawings constitute The Contractor's Record Drawings and are actual representations of as-built conditions, including all revisions made necessary by change orders, design modifications, requests for information and field orders.
- C. Record drawings shall be accessible to the Owner and Engineer at all times during the construction period.

### PART 2 PRODUCTS (NOT USED)

### PART 3 EXECUTION

#### 3.01 SUBMITTAL

- A. Upon substantial completion of the WORK and prior to final acceptance, the Contractor shall finalize and deliver two complete sets of Record Drawings to the ENGINEER conforming to the construction records of the Contractor. The Drawings shall consist of corrected and annotated Drawings showing the recorded location(s) and other as-built conditions not indicated on the Record Drawings. Unless specified otherwise elsewhere, Record Drawings shall be in the

form of a set of prints with annotations carefully and neatly superimposed on the drawings in red.

- B. The information submitted by the Contractor into the Record Drawings and Record Documents will be assumed to be correct, and the Contractor shall be responsible for the accuracy of such information and shall bear the costs resulting from the correction of incorrect data.
- C. At Contract closeout, deliver Record Documents to the ENGINEER for the Owner. Delivery of Record Drawings and Record Documents to the ENGINEER will be a prerequisite to Final Acceptance.
- D. Accompany submittal with transmittal letter in duplicate, containing:
  - 1. Date.
  - 2. Project title and number.
  - 3. Contractor's name and address.
  - 4. Title and number of each Record Document.
  - 5. Signature of Contractor or his authorized representative.
- E. The Contractor shall maintain a copy of all books, records, and documents pertinent to the performance under this Agreement for a period of five years following completion of the contract.

END OF SECTION

DIVISION 02  
SITE CONSTRUCTION

## SECTION 02050

### DEMOLITION AND MODIFICATIONS

#### PART 1 GENERAL

##### 1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required and demolish, modify, remove and dispose of work shown on the Drawings and as specified herein.
- B. Included, but not limited to, are demolition, modifications and removal of existing materials, equipment or work necessary to install the new work as shown on the Drawings and as specified herein and to connect with existing work in approved manner.
- C. Demolition, modifications and removals which may be specified under other Sections shall conform to requirements of this Section.

##### 1.02 SUBMITTALS

- A. Submit, in accordance with Section 01300, six copies of proposed methods and operations of demolition of the structures and modifications prior to the start of work. Include in the schedule the coordination of shutoff, capping and continuation of utility service as required.
- B. Furnish a detailed sequence of demolition and removal work to ensure the uninterrupted progress of the Owner's operations.
- C. Before commencing demolition work, all bypass flow equipment shall be on site and ready for operation. Actual work shall not begin until the Engineer has inspected and approved the bypass equipment layout.

##### 1.03 JOB CONDITIONS

- A. Protection

1. Execute the demolition and removal work to prevent damage or injury to structures, occupants thereof and adjacent features so as not to interfere with the use, and free and safe passage to and from adjacent structures.
  2. Closing or obstructing of roadways or other plant facilities will not be permitted and all operations shall be conducted with a minimum interference to plant operations.
- B. Scheduling
1. Carry out operations so as to avoid interference with operations and work in the existing facilities.
- C. Notification
1. At least 48 hours prior to commencement of a demolition or removal, notify the Engineer in writing of proposed schedule therefor. Owner shall inspect the existing equipment and to identify and mark those items which are to remain the property of the Owner. No removals shall be started without the permission of the Engineer.
- D. Conditions of Structures
1. The Owner and the Engineer assume no responsibility for the actual condition of the piping or structures to be demolished or modified.
  2. Conditions existing at the time of inspection for bidding purposes will be maintained by the Owner insofar as practicable. However, variations within a structure or piping may occur prior to the start of demolition work.
- E. Repairs to Damage
1. Promptly repair damage caused to adjacent facilities by demolition operation when directed by Engineer and at no additional cost to the Owner. Repairs shall be made to a condition at least equal to that which existed prior to construction.
- F. Traffic Access



1. Conduct demolition and modification operations and the removal of equipment and debris to ensure minimum interference with plant operations.
2. Special attention is directed towards maintaining safe and convenient access to the existing facilities by plant personnel and plant associated vehicles.

G. RULES AND REGULATIONS

1. Federal, State, and local building codes shall control the demolition, modification or alteration of the existing structures and piping. Where conflict between the codes arise, the more stringent shall apply. Contractor shall be responsible for obtaining all necessary permits required to perform the Work.

H. DISPOSAL OF MATERIAL

1. All mechanical and electrical equipment including controls, valves, pumps and piping shall become the property of the Owner. Dismantle all such items to a size that can be readily handled and deliver them to a designated storage area, to be determined by the Owner.
2. All other material and items of equipment shall become the Contractor's property and must be removed from the site.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL

- A. All materials and equipment removed from existing work shall become the property of the Contractor, except for those which the Owner has identified and marked for his/her use. All materials and equipment marked by the Owner to remain shall be carefully removed, so as not to be damaged, cleaned and stored on or adjacent to the site in a protected place specified by the Engineer or loaded onto trucks provided by the Owner.
- B. Dispose of all demolition materials, equipment, debris and all other items not marked by the Owner to remain, off the site and in conformance with all existing applicable laws and regulations.

C. Pollution Controls

1. Use water sprinkling, temporary enclosures, and other suitable methods to limit the amount of dust and dirt rising and scattering in the air to the lowest practical level. Comply with governing regulations pertaining to environmental protection.
  - a. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution.
  - b. Clean adjacent structures, facilities, and improvements of dust, dirt and debris caused by demolition operations. Return adjacent areas to conditions existing prior to the start of the work.

3.02 MECHANICAL REMOVALS

- A. Mechanical removals shall consist of dismantling and removing of existing piping, equipment and other appurtenances as specified, shown, or required for the completion of the work. It shall include cutting, capping, and plugging as required, except that the cutting of existing piping for the purpose of making connections thereto will be included under Division 15.
- B. Existing process, water, chemical, gas, fuel oil and other piping not required for the new work shall be removed where shown or where it will interfere with new work. Piping not indicated to be removed, or which does not interfere with new work shall be removed to the nearest solid support, capped and left in place. Where piping that is to be removed passes through existing walls, it shall be cut off and properly capped on each side of the wall.
- C. Existing piping may contain excess wastewater. Wastewater shall not be allowed to be spilled on the ground, absorbed by the ground, or flow or be dumped into any body of water. The Contractor shall be responsible for properly collecting, containing, and transporting wastewater for proper treatment of the excess wastewater.

3.03 CLEAN-UP

- A. Remove from the site all debris resulting from the demolition operations as it accumulates. Upon completion of the work, all materials, equipment, waste and

debris of every sort shall be removed, and premises shall be left, clean, neat and orderly.

END OF SECTION

DIVISION 15  
MECHANICAL

## SECTION 15072

### DUCTILE IRON PIPE AND FITTINGS (NON-BURIED)

#### PART 1 GENERAL

##### 1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required, install, and test ductile iron pipe and fittings for non-buried mechanical piping as shown on the Drawings and as specified herein.
- B. Mechanical piping shall be installed as shown on the Drawings. Provide pipe supports, hangers and couplings as required to achieve a complete pipe system.
- C. Where the word "pipe" is used, it shall refer to pipe, fittings, or appurtenances unless otherwise noted.

##### 1.03 SUBMITTALS

Submit, in accordance with Section 01300, shop drawings and product data required to establish compliance with the Section. Submittals shall include the following:

- A. Tabulated layout drawings showing actual pipe lengths, diameters, fittings and appurtenances.
- B. Prior to shipment of pipe, submit a certified affidavit of compliance from the pipe manufacturer stating that the pipe, fittings, gaskets, linings and exterior coatings for this project have been manufactured and tested in accordance with AWWA and ASTM standards and requirements specified herein.

##### 1.04 QUALITY ASSURANCE

- A. Each length of ductile iron pipe supplied for the project shall be hydrostatically tested at the point of manufacture to 500 psi for a duration of 10 seconds per AWWA C151. Testing may be performed prior to machining bell and spigot. Failure of ductile iron pipe shall be defined as any rupture of the pipe wall. Certified test results shall be furnished in duplicate to the Engineer prior to time of shipment.
- B. All ductile-iron pipe and fittings to be installed under this project shall be inspected and tested at the foundry as required by the standard specifications to

which the material is manufactured. Furnish in duplicate to the Engineer sworn certificates of such tests and their results prior to the shipment of the pipe.

- C. All pipe and fittings to be installed under this Contract may be inspected at the plant for compliance with this Section by an independent testing laboratory selected by the Owner, at the Contractor's expense.
- D. Inspection of the pipe and fittings will also be made by the Engineer or representative of the Owner after delivery. The pipe shall be subject to rejection at any time on account of failure to meet any of the specified requirements, even though sample pipes may have been accepted as satisfactory at the place of manufacture. Pipe rejected after delivery shall be marked for identification and shall be removed from the job.
- E. All pipe and fittings shall be permanently marked with the following information:
  - 1. Manufacturer, date.
  - 2. Size, type, class, or wall thickness.
  - 3. Standard produced to (AWWA, ASTM, etc).

#### 1.05 DELIVERY, STORAGE AND HANDLING

- A. See Section 01600 for general requirements.
- B. Care shall be taken in loading, transporting and unloading to prevent injury to the pipe or coatings. Under no circumstances shall the pipe be dropped or skidded against each other. Slings, hooks, or pipe tongs shall be padded and used in such a manner as to prevent damage to the exterior surface or internal lining of the pipe.
- C. Materials, if stored, shall be kept safe from damage. The interior of all piping, fittings and other appurtenances shall be kept free from dirt or foreign matter at all times.
- D. Pipe shall not be stacked higher than the limits recommended by its manufacturer. The bottom tier shall be kept off the ground on timbers, rails, or concrete. Stacking shall conform to manufacturer's recommendations.

### PART 2 PRODUCTS

#### 2.01 MATERIALS

A. Pipe

1. Ductile iron pipe shall conform to AWWA C115 and C151. Flanged pipe shall be Pressure Class 250 as per AWWA C110.
2. Pipe shall be supplied in standard lengths as much as possible.
3. Ductile iron pipe shall be as manufactured by U.S. Pipe and Foundry Company, Inc.; American Cast Iron Pipe Company or approved equal.

B. Joints

1. Ductile iron pipe shall have flanged joints. Flange shall be flat face type, unless otherwise noted, meeting ANSI requirements ANSI B16.1 Class 125.
2. Flange gasket shall be full face type SBR per AWWA C111 to provide positive sealing for the flanged ductile iron joints. Thickness shall be 1/8-in unless otherwise indicated.
3. All flanged ductile iron pipe and fittings shall be assembled with 304 stainless steel nuts and bolts.
4. Dismantling joints shall be Style DJ400 by Romac Industries, Inc. or equal.

C. Fittings

Pipe fittings shall be ductile iron with a pressure rating of 250 psi. Fittings shall meet the requirements of AWWA C110 as applicable. Fittings shall have the same pressure rating, as a minimum, of the connecting pipe.

D. Interior Lining

Ductile iron pipe and fittings shall be lined with a ceramic-filled amine-cured epoxy, Protecto 401 by Induron. The lining thickness shall be 40 mils minimum. Application shall be performed by an applicator approved by the coating manufacturer, in accordance with manufacturer's instructions and under controlled conditions at the applicator's shop or the pipe manufacturer's plant. Applicator shall submit a certified affidavit of compliance with manufacturer's instructions and requirements specified herein.

E. Exterior Coatings

1. Ductile iron pipe and ductile iron fittings shall have a shop applied outside coating of universal primer when delivered to the site. All flange bearing surfaces shall be uncoated.
2. Surface Preparation for Cast Iron & Ductile Iron: Clean as required to remove all soluble surface contaminants. Abrasive blast all surfaces to be coated in accordance with NAPF 500-03-04 to remove all insoluble surface contaminants and to achieve a minimum surface profile of 1.5 mils.

		<b>Dry Film- Mils</b>
1st Coat	Epoxy-Polyamide Primer	5.0 - 6.0
2nd Coat	Epoxy-Polyamide Primer	5.0 - 6.0
3rd Coat	Aliphatic Acrylic Polyurethane	5.0 - 6.0

3. Coating shall be by Tnemec Co., Inc., WBE Dorcas, Inc. and CCI Spectrum, Inc. or equal.

F. FILLER FLANGES

Filler flanges and beveled filler flanges shall be furnished and installed as required. Filler flanges and beveled filler flanges shall be furnished faced and drilled complete with extra length bolts. Filler flanges shall be equal to Clow Fig. F-1984 and beveled filler flanges shall be equal to Clow Fig. F-1986.

PART 3 EXECUTION

3.01 PIPE INSTALLATION

A. General

1. All piping and fittings shall be installed true to alignment and rigidly supported. Anchorage shall be provided where required. Any damage to linings shall be repaired to the satisfaction of the Engineer before the pipe is installed. Each length of pipe shall be cleaned out before installation. All of manufacturer's recommendations shall be complied with.



2. The deflection at joints shall not exceed that recommended by the pipe manufacturer. Fittings, in addition to those shown on the Drawings, shall be provided, if required, in areas where conflict exists with the existing facilities.
3. When pipe cutting is acceptable to the Engineer, the cutting shall be done by abrasive saw, leaving a smooth cut at right angles to the axis of the pipe. Any damage to the lining shall be repaired to the satisfaction of the Engineer. Field cut ends shall be sealed with Protecto 401 (or for potable water, approved epoxy) in accordance with manufacturer's instructions.
4. Ductile iron and fittings shall be installed in accordance with requirements of AWWA C600 modified.

B. Jointing

1. Flanged joints shall be made using gaskets, bolts, bolt studs with a nut on each end, or studs with nuts where the flange is tapped. The number and size of bolts shall conform to the same ANSI Standard as the flanges.
2. Bolts in flanged joints or mechanical joints shall be tightened alternately and evenly.
3. Sleeve type couplings and grooved joints using split ring couplings shall be installed in accordance with the procedures recommended by their respective manufacturers.

C. All pipe and appurtenances connected to equipment shall be supported in such a manner as to prevent any strain being imposed on the equipment. When manufacturers have indicated requirements that piping loads shall not be transmitted to their equipment, submit a certification stating that such requirements have been complied with.

D. Sleeves of proper size shall be installed for all pipes passing through floors or walls. Sleeves shall be installed as shown on the Drawings. Where indicated on the Drawings or required for liquid or gas-tightness, the pipe shall be sealed with a mechanical seal similar to Link-Seal as manufactured by Thunderline Corporation, or approved equal.

### 3.02 TESTING

- A. All piping shall be subject to acceptance tests. Provide all necessary utilities, labor and equipment for flushing and testing and dispose all waste after the test including water.
- B. All pipe and fittings shall be pressure tested using water to 1.5 times the working pressure for 1 hour and the pipeline shall show no leakage.
- C. Correct any leakage and repair any damage to the pipe and pipe appurtenances or to any structures resulting from or caused by tests. All leaks shall be repaired and lines retested.

### 3.03 CLEANING

Clean the pipe by flushing with water or other means to remove all dirt, stones, pieces of wood, or other material which may have entered during the construction period. All debris shall be removed from the pipeline. The lowest segment outlet shall be flushed last to assure debris removal.

END OF SECTION