

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

FOR

ASPHALTIC CONCRETE PAVEMENT
PRESERVATION
2023-2024

ASCENSION PARISH GOVERNMENT
(OWNER)

ASCENSION PARISH PRESIDENT
CLINT COINTMENT

COUNCIL MEMBERS

DISTRICT 1 – Alvin Thomas Jr.
DISTRICT 2 – Joel Robert
DISTRICT 3 – Travis Turner
DISTRICT 4 – Corey Ogeron
DISTRICT 5 – Dempsey Lambert
DISTRICT 6 – Chase Melancon
DISTRICT 7 – Aaron Lawler
DISTRICT 8 – Teri Casso
DISTRICT 9 – Dal Waguespack
DISTRICT 10 – John Cagnolatti
DISTRICT 11 – Michael Mason

DECEMBER 2022

ASPHALTIC CONCRETE PAVEMENT PRESERVATION 2023-2024

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ASPHALTIC CONCRETE PAVEMENT
PRESERVATION
2023-2024

DIVISION 00

BIDDING AND CONTRACT DOCUMENTS

SECTION 00100

ADVERTISEMENT OR INVITATION TO BID

Sealed Bids shall be addressed to the **Ascension Parish Government** Purchasing Department, 615 E. Worthey St., Gonzales, Louisiana 70737 (mailing address P.O. Box 2392, Gonzales, Louisiana, 70707-2392 on xxx xx, 2023 @ x:xx P.M. local time, and then at said office publicly opened and read aloud for construction of the project described as follows:

ASPHALTIC CONCRETE PAVEMENT PRESERVATION

2023-2024

Parish of Ascension

STATEMENT OF WORK:

Asphaltic concrete pavement preservation improvements for Parish roads, drives, and other public surfacing assets that will extend the life of each asset.

All Bids must be in accordance with the Contract Documents on file at the Ascension Parish Purchasing Department, 615 E. Worthey Street, Gonzales, Louisiana 70737.

Copies of Specifications, Bid Documents, Contract Documents and Construction Drawings for use in preparing Bids may be obtained from Ascension Parish Department of Public Works (DPW), 42077 Churchpoint Road, Gonzales, Louisiana 70737, 225-621-8543, upon payment of Fifty Dollars (\$50) (or free for electronic copy with contractor provided media) Per set made payable to ASCENSION PARISH GOVERNMENT. Documents can be mailed to bidders for an additional \$5.00 per set. No refunds will be made for returned drawings.

Where bids are to be received on forms furnished by the awarding authority, no contract documents shall be issued to anyone except a Licensed Contractor or his authorized Representatives. In no event shall any documents for bidding be issued later than seventy-two (72) hours prior to the hour and date set for receiving bids.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, contractor's state license number and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the Ascension Parish Purchasing Department 615 East Worthy Road, Gonzales, Louisiana 70737 (PO Box 2392, Gonzales, Louisiana 70707), mailed certified mail and must be received no later than the bid opening. Contractors desiring to bid shall submit to the Owner, with their request for Contract Documents, contract documents deposit and evidence that they hold State License of proper classification and in full force and effect.

Bid security in the amount of five percent (5%) of the Total Bid must accompany each Bid, and shall be made payable to the Owner.

The Owner reserves the right to waive any informalities or to reject any or all bids.

No bidder may withdraw his bid within forty-five (45) days after the actual date of opening thereof.

All questions regarding this project and the bid package shall be submitted to the Purchasing Department via purchasing@apgov.us by x:xx PM on Xxxx xx, 2023. Responses will be coordinated with the Project Engineer and posted on the centralauctionhouse.com web site by x:xx PM, on Xxxx xx, 2023.

In addition to paper bids, electronic bids and electronic bid bonds for the followings project will be downloaded by the Ascension Parish Operations Department. Electronic bids and electronic bid bonds must be submitted through www.centralauctionhouse.com prior to the electronic bidding deadline. Beginning at x:xx PM (CST) on Xxxx xx, 2023, all bids will be downloaded. No bids are accepted after x:xx PM

RS 38:2218. Evidence of good faith; countersigning

- A. The public entity advertising for bids for work shall require the bidders to attach a certified check, cashier's check, or bid bond for not more than five percent of the contra price of work to be done, as evidence of good faith of the bidder. The public entity advertising for bids for work may require the bidders to attach a certified check, cashier's check, or bid bond for not more than five percent of the estimated price of supplies or material, as evidence of good faith of the bidder.

To address the above requirement for electronic bids Ascension Parish Government will allow electronic bids submitted via the parish approved on-line bid site to be submitted as follows:

- A. A copy of the bid bond must be attached to bid document submitted electronically
- B. The original bid bond document must be received in our office no later than 48 hours after bid opening date and time (Ascension Parish Purchasing Department, 615 East Worthy Road, Gonzales, Louisiana 70737 (P.O. Box 2392, Gonzales, Louisiana 70707)
- C. The bid-bond envelope must be clearly labeled as a "Bid Bond" with the project name, the vendor's name as it appears on the bid document and address.

All addenda, Amendments, Letters of Clarification, and Withdrawal Notices will be posted online in addition to electronic copies being distributed. Construction proposal information may be accessed via the internet at www.centralauctionhouse.com. Users must click on Login and create a New User Registration to view and download drawings. Once logged in, users must click on Ascension Parish Government to view current advertisement listings. This listing is titled "ASPHALTIC CONCRETE PAVEMENT PRESERVATION 2023 ". Registered users will have access to view Project Information, submit a question concerning the project, and view the drawings. All project specific notices are found here. It will be the responsibility of the bidder to check for updates. All submitted questions will be forwarded by email to the Project Manager and the Project Engineer for a response.

The U.S. Department of Transportation (DOT) operates a toll free "Hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should call 1-800-424-9071. All information will be treated confidentially, and caller anonymity will be respected.

Ascension Parish shall not be responsible if the bidder cannot complete and submit a bid due to failure or incomplete delivery of the files submitted via the internet.

The Parish of Ascension reserves the right to disqualify any Bid, response to a Request for Qualifications, or Request for Proposals if it is determined that the submitting business entity is not in good standing with the Louisiana Secretary of State or is not authorized to do business in the State of Louisiana. Ascension Parish Government reserves the right to reject any and all bids for just cause.

Ascension Parish Government
Clint Cointment, Parish President

CHIEF –
ADVOCATE –
WEEKLY -

INSTRUCTIONS TO BIDDERS

ASPHALTIC CONCRETE PAVEMENT
PRESERVATION
2023-2024

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1. Defined Terms:

1.1 Terms used in these Instructions to Bidders which are defined in the General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to OWNER, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom OWNER (on the basis of OWNER'S evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, the proposed Contract Documents (including all Addenda issued prior to receipt of Bids) and the Drawings.

2. Copies of Bidding Documents:

2.1 Complete sets of the Bidding Documents in the number and for the sum stated in the Advertisement or Invitation to Bid may be obtained from ENGINEER.

2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assume 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. Qualifications of Bidders:

3.1 To demonstrate qualifications to perform the WORK, each Bidder must be prepared to submit within five days of OWNER'S request; written evidence, such as financial data, previous experience, present commitments and other such data as may be called for in the General Conditions. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

4. Examination of Contract Documents and Site:

4.1 It is the responsibility of each Bidder before submitting a Bid, to (a) examine the contract Documents thoroughly, (b) visit the site to become familiar with local Laws and Regulations that may affect cost, progress, performance or furnishing of the WORK, (c) consider federal, state and local Law and Regulations that may affect cost, progress, performance or furnishing of the WORK, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify ENGINEER of all conflicts, errors or discrepancies in the Contract Document.

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

4.3 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraphs 4.2 and 4.3 of the General Conditions.

4.4 Before submitting a Bid, each Bidder at Bidder's own expense, will be responsible to make or obtain any examinations, investigations, explorations, tests, studies and data concerning physical conditions (surface, subsurface and underground facilities) at or contiguous to the site, or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

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

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

4.7 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and :furnishing the WORK required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the WORK.

5. Interpretations and Addenda:

5.1 All questions about the meaning or intent of the Contract Documents are to be directed to the ENGINEER. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER and ENGINEER.

6. Bid Security:

6.1 Each Bid must be accompanied by Bid Security made payable to OWNER in an amount of five percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond issued by a surety meeting the requirements of Paragraph 5.01.C of the General Conditions.

6.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and :furnished the required contract security, whereupon the Bid Security will be returned. The time period for hold bids and Bid Security shall be in accordance with Revised Statute 38:2215. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen (15) days after the Notice of Award, OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the forty-sixth day after the Bid opening, whereupon Bid Security furnished by such Bidders will be returned. Bid Security with Bids which are not competitive will be returned within seven days after the Bid opening.

6.3 In accordance with Revised Statute 38:2218.C, all Bid Guaranty Bonds shall be written by a surety or insurance agency currently on the U.S. Department of Treasury Financial Management Service list of approved companies, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide or by an insurance company in good standing licensed to write bonds either domiciled in Louisiana or owned by Louisiana residents.

7. Task Order Completion Time:

7.1 The number of days within which, or the dates by which, the WORK is to be Substantially Completed, and also completed and ready for final payment (the Task Order Completion Time) will be set forth in the Task Order as negotiated with the Contractor.

7.2 For each Task Order under consideration, the Contractor and the Engineer shall jointly review the scope of work and coming from that review, a determination of the reasonable number of Calendar Days required to complete the Task Order work to Substantial Completion will be made. The number of Calendar Days as established shall be the Task Order Completion Time for that particular Task Order.

7.3 The established Task Order Completion Time will be noted within the specific Task Order.

8. Liquidated Damages:

8.1 The Contractor shall submit with each Task Order a schedule which depicts the timeline for completion of the work with the established Task Order Completion Time. The Contractor shall begin work within ten (10) calendar days of receiving an executed Task Order.

8.2 Should the Contractor fail to complete the work within the time as negotiated and specified in the respective Task Order, the Contractor shall pay the Owner, not as a penalty, but as acknowledgement of assessment of Liquidated Damages, the sum of \$500.00 (Five Hundred Dollars) for each and every Calendar Day that the Contractor is delinquent for the respective Task Order.

9. Substitute Materials or Products - Prior Approvals

9.1 In unusual cases where a closed specification has been justified for prior acceptance by the OWNER in conformance with Louisiana Revised Statutes R.S. 38:2291 and 38:2295.A and B, the naming of that product in the Drawings and Specifications will be followed by wording indicating that no substitution is permitted.

9.2 Otherwise, where the Drawings and Specifications name a certain brand, make, manufacturer, or uses a definite Specification, the Specifications are used only to denote the quality standard of product desired and do not restrict Bidders to the specific brand, make, manufacturer, or Specification named. The Specifications are only to set forth and convey to prospective Bidders the general style, type, character, and quality of product desired. Equivalent products may be acceptable.

9.3 If the Bidder desires to obtain approval of materials or equipment from other alternative suppliers or manufacturers to those identified in the Specifications or noted on the Drawings, a written request for a substitution shall be submitted to the ENGINEER at least seven (7) working days prior to the Bid date as specified in R.S. 38:2295.C. Each such request shall include the name of the material or equipment for which it is to be substituted and complete description of the proposed substitute including drawings, cuts, performance and test data and other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or Work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the Bidder. The ENGINEER'S decision of approval or disapproval of a proposed substitution shall be final. If ENGINEER approves any proposed substitution, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

9.4 After the receipt of Bids, the Contract, if awarded, will be on the basis of material and product described in the Drawings or specified in the Specifications without consideration of possible substitute of "or equal" items except as specified in 9.3 above.

10. Subcontractors, Suppliers and Others:

10.1 No CONTRACTOR shall be required to employ any Subcontractor, Supplier, other person or organization against whom CONTRACTOR has reasonable objection.

11. Bid Form:

11.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from the ENGINEER.

11.2 All blanks on the Bid Form must be completed in ink or by typewriter.

11.3 All names must either be clearly written and legible or be typed or printed where indicated on the Bid Form.

11.4 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in were indicated on the Bid Form).

11.5 The address for communications regarding the Bid must be shown where indicated on the Bid Form.

12. Submission of Bids:

12.1 Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), and name and address of the Bidder, and Louisiana Contractor's license number, and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelopes shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

12.2 Bidder shall submit with the Bid a Corporate Resolution (See Section 00900) or other similar written evidence of the authority of the person signing the Bid in accordance with R.S. 38:2212.B.(2) and R.S. 38:2212.B.(5), unless any of the conditions in R.S. 38:2212.B.(S)(a),(b) and (c) are met.

13. Modification and Withdrawal of Bids:

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

13.2 If, within forty-eight (48) hours of the Bid opening, exclusive of Saturdays, Sundays and legal holidays, any Bidder who files a duly signed, and sworn written notice with OWNER to the satisfaction of OWNER that there was a patently obvious mechanical, clerical or mathematical error in its Bid, that Bidder may withdraw its Bid and the Bid Security will be returned as provided by Louisiana Revised Statutes 38:2214.C. Thereafter, the Bidder will be disqualified from future bidding on the Contract.

14. Opening of Bids:

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

15. Award of Contract:

15.1 For reasons of just cause, as provided by Louisiana Revised Statutes 38:2214 B., the OWNER reserves the right to reject any and all Bids. The OWNER will disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Bids, which are unsigned or are not accompanied by the required Bid Security, shall be irrevocably rejected. When one or more bid is rejected, the reason therefore shall be given. Bids may be considered irregular and subject to rejection if they show serious omission, unauthorized alteration of form, unauthorized alternate bids, incomplete or unbalanced unit prices, or irregularities of any kind.

15.2 In evaluating Bids, OWNER will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

15.3 OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the WORK in accordance with the Contract Documents to OWNER'S satisfaction within the prescribed time.

15.4 If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by OWNER indicates to OWNER that the award will be in the best interests of the Project.

16. Contract Security for Each Task Order:

16.1 With respect to the nature of possible Task Orders to be issued; with the Owner not guaranteeing that any Task Orders will be issued, Contract security as it is related to Performance and Payment Bonds, will be required only when and if a Task Order is issued. The Contract Security value shall equal the value of the Task Order as issued. Task Orders with values of less than \$25,000 will not require Performance and Payment Bonds.

16.2 The smallest Task Order anticipated to be issued would be \$5,000. The largest Task Order anticipated to be issued would be \$200,000. In any given 12-month period, the maximum value of Task Orders anticipated to be issued would total no more than \$400,000.

16.3 Article 5 of the General Conditions sets forth OWNER'S requirements as to Performance and Payment Bonds for each Task Order. When the Contractor delivers an executed Task Order to OWNER, it must be accompanied by the required Performance and Payment Bonds.

16.4 In addition to the requirements in Article 5, in order to be acceptable to the OWNER, a surety company issuing Bid Guaranty Bonds, or 100% Performance/Payment Bonds, called for in these Specifications, shall meet and comply with the following minimum standards:

A. Surety must be admitted to do business in the State of Louisiana and shall comply with the provisions of Revised Statute 38:2241. The Surety Company shall be listed by the U.S. Department of Treasury Financial Management Service (Circular 570 as amended) with an A-rating as provided under Revised Statute 38:2219.

B. Surety shall have been in business and have a record of successful continuous operations for at least five (5) years.

C. Attorneys-in-fact who sign bid bonds or performance/payment bonds must file with such bond a certified copy of their power of attorney to sign such bond.

D. Agents of surety companies must list their name, address and telephone number on all bonds.

E. Surety shall have at least the following minimum ratings:

| <u>CONTRACT AMOUNT</u> | <u>BEST'S RATINGS</u> |
|----------------------------|-----------------------|
| Up to \$2,500,000 | Class IV A- or better |
| \$2,500,000 to \$5,000,000 | Class VA- or better |
| Above \$5,000,000 | Class VA- or better |

F. The life of the bonds shall extend twelve (12) months beyond the date of final payment for the specific Task Order and shall contain a waiver of alteration to the terms of the Contract, extensions of time and/or forbearance on the part of the OWNER.

17. Signing of Agreement:

17.1 When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with other necessary Contract Documents attached. Within fifteen (15) days thereafter, CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER. Within ten (10) days thereafter, OWNER shall deliver one (1) fully signed counterpart to CONTRACTOR.

18. Retainage for Each Task Order:

18.1 Retainage of 10% of the value of WORK completed and materials stored on-site shall be deducted from the CONTRACTOR'S Application for Payment for Task Order values up to \$500,000.00.

18.2 Retainage of 5 % of the value of WORK completed and materials stored on-site shall be deducted from the CONTRACTOR'S Application for Payment for Task Order values of \$500,000 or more.

19. Contractor's License Certification:

19.1 If the bid submitted for this project exceeds fifty thousand dollars, in accordance with Louisiana R.S. 37:2163.A. (1) the Bidder shall show his license number on the bid envelope; and, by placement of the authorized signature of Bidder on the Louisiana Uniform Public Work Bid Form, such signature shall be deemed as a certification that the Bidders holds an active license under the provisions of Title 37: Chapter 24. Contractors.

20. Issuance of Bidding Documents:

20.1 No Bidding Documents will be issued later than twenty-four (24) hours of the date set for receiving bids, as provided by Louisiana Revised Statutes R.S. 37:2163.B.

20.2 Bids shall be received from Bidders only on the Bid Form in the Bidding Documents, which is issued to him in his name, as provided in the Louisiana Revised Statutes R.S. 37:2163. A single bid shall be submitted for all portions of the Contract Work.

21. Issuance of Addenda Deadline:

21.1 No addenda will be issued within seventy-two (72) hours of the advertised bid time, exclusive of Saturdays, Sundays and legal holidays without resulting in the extending the bid period for at least seven (7) working days but not more than twenty-one (21) working days, as provided by Louisiana Revised Statutes R.S. 38:2212.O.(2)(b).

22. Bids to Remain Open:

22.1 As provided by Louisiana Revised Statutes 38:2215.A., all Bids shall remain open for forty-five (45) calendar days after the day of the Bid opening, however as provided under Louisiana R.S. 38:2215.D, these provisions are not applicable for projects requiring the sale of bonds or financed in whole or in part by federal or other funds which will not be readily available at the time bids are received.

22.2 Extensions of time when Bids shall remain open beyond the forty-five (45) calendar day period specified in Louisiana R.S. 38:2215.A. may be made only by mutual agreement between the OWNER and the lowest responsible bidder by one or more thirty (30) calendar day extensions.

23. Discrepancies on Bid Form:

23.1 For the purpose of evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the Bid Form as submitted by bidders:

- A. Obviously misplaced decimal points will be corrected; and,
- B. In case of discrepancy between unit price and unit price extension, the unit price will govern; and,
- C. Apparent errors of unit price extension(s) will be corrected; and
- D. Apparent errors in addition of unit price extension(s) will be corrected; and
- E. If a cap amount has been established for an item, such as for Mobilization, and the amount that is bid exceeded the established cap amount, the amount bid for said item shall be reduced to the established cap amount.

23.2 The Bids shall be evaluated on the basis of the unit prices and totals of unit price extensions arrived at by resolution of arithmetic discrepancies as provided above, and the bid will be so reflected on the abstract of bids.

24. Required Certifications, Attestations, Etc.

24.1 In accordance with La. R.S. 38:2227 and La. R.S. 38:2212.10.C, the low bidder on this project must submit the completed Attestation Clause (Past Criminal Convictions of Bidders) and the Affidavit Form (Verification of Employees) found within this bid package. The forms shall be submitted to the Engineer within 10 days after the opening of bids, in accordance with La. R.S. 38:2212.B. (3)(a).

24.2 Before award of the contract, the successful Bidder shall furnish to the Owner the following documents:

A. Contractor Affidavit(RS.38:2224).

B. All applicable insurance documents.

25. Conflict Between Specifications and Drawings

25.1 Where an obvious conflict exists between the Drawings and Specifications, the ENGINEER shall decide which governs and the CONTRACTOR shall comply with the decision. Such decision shall not be grounds for additional payment to the CONTRACTOR, i.e. the CONTRACTOR shall include the price of the more expensive alternative in his bid.

26. Drawings and Specifications Issued to Successful Bidder

26.1 The successful Bidder for this Contract will be furnished four (1) complete sets of Drawings and Specifications at no cost. If, during the prosecution of the work the CONTRACTOR should deem it necessary to have additional sets of Drawings and Specifications they may be purchased from the ENGINEER at the cost of reproduction.

27. Sales And Use Tax Exemption for Each Task Order:

27.1 In accordance with applicable rules adopted and promulgated by the Louisiana Department of Revenue, the Owner intends to designate the contractor and all subcontractors as its agents for the purchase and lease of materials, supplies or equipment for each Task Order, as may be issued. The contractor and all subcontractors shall accept the agency designation. The designation and acceptance thereof shall be made on the form prescribed by the Louisiana State Department of Revenue which form shall be part of the contract between the Owner, and the Contractor. A copy of this form is included in Section 00450.

27.2 The agency relationship between the Owner and the Contractor and all subcontractors shall relieve the Contractor and subcontractors (1) from paying any state or local sales or state or local use taxes on materials, supplies or equipment which is affixed to and/or made a part of the real estate of the project or work or which is permanently incorporated into the project or work and, (2) from paying any state or local use taxes on any materials, supplies or equipment which is leased and used exclusively for the project or work. Accordingly, in preparing their bids and computing costs, the Contractor and subcontractors shall not consider sales and/or use taxes which would otherwise be due.

27.3 The Contractor and subcontractor shall furnish a copy of such certificate to all vendors or suppliers of any of the materials, supplies or equipment described above.

27.4 The Contractor and subcontractors shall make all purchases and leases on behalf of and as the agent of the Owner.

27.5 Rules and regulations of the Louisiana Department of Revenue shall prevail over any conflicting provisions or specifications of the Contract.

27.6 The Contractor shall enter into a separate Contract with the Owner prior to issuance of the Notice to Proceed as it relates to the agent arrangement for sales tax exemptions. A copy of the contract is included in Section 00460.

28. Contractor's License Classification

28.1 As specified in L.R.S. 37:2163, Bidders shall have a Louisiana State Contractor's license in the following category: Highway, Street and Bridge Construction.

- 0 0 0 -

SECTION 00300

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: Parish Council

BID FOR: Asphaltic Concrete Pavement Preservation 2023-2024

(Owner to provide name and address of owner)

(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:

_____ and dated: _____
 (Owner to provide name of entity preparing bidding documents.)

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

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

_____ Dollars (\$ _____)

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

Alternate No. 1 - (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:
 N/A Dollars (\$ _____)

Alternate No. 2 - (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:
 N/A Dollars (\$ _____)

Alternate No. 3 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:
 N/A Dollars (\$ _____)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF: _____

BIDDER: TITLE OF AUTHORIZED SIGNATORY _____

OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF _____

BIDDER**:

DATE: _____

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

** If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(B) 5.

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

00300

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

BIDDER'S NAME

TO: Ascension Parish Council
Gonzales, Louisiana 70737
(Owner to provide name and address of owner)

BID FOR: Asphaltic Concrete Pavement Preservation
2023-2024
(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. Amount shall be stated in figures and only in figures.

| | | | | |
|---|---------------------------|------------------|------------|--|
| DESCRIPTION: | ▪ Base Bid or Alt.# _____ | | | |
| REF. NO. 1 | QUANTITY | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i> |
| Texture Bituminous Surface Treatment (Spray or Scrub Applied) (02796) | | LBS. | | |

| | | | | |
|---|---------------------------|------------------|------------|--|
| DESCRIPTION: | ▪ Base Bid or Alt.# _____ | | | |
| REF. NO. 2 | QUANTITY | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i> |
| Cleaning and Sealing Existing Cracks on Asphaltic Pavement. (02795) | | LF | | |

| | | | | |
|--|---------------------------|------------------|------------|--|
| DESCRIPTION: | ▪ Base Bid or Alt.# _____ | | | |
| REF. NO. 3 | QUANTITY | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i> |
| Asphalt Rejuvenator Surface Treatment (02797) | | SY | | |

| | | | | |
|----------------------------------|---------------------------|------------------|------------|--|
| DESCRIPTION: | ▪ Base Bid or Alt.# _____ | | | |
| REF. NO. 4 | QUANTITY | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i> |
| High Polymer Fog Seal (02670) | | SY | | |

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

BIDDER'S NAME

TO: Ascension Parish Council
Gonzales, Louisiana 70737
(Owner to provide name and address of owner)

BID FOR: Asphaltic Concrete Pavement Preservation
2023-2024
(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. Amount shall be stated in figures and only in figures.

| | | | | |
|--|---------------------------|------------------|------------|--|
| DESCRIPTION: | ▪ Base Bid or Alt.# _____ | | | |
| REF. NO. 4A | QUANTITY | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i> |
| High Polymer Fog Seal with Aggregate (02670A) | | SY | | |

| | | | | |
|---|---------------------------|------------------|------------|--|
| DESCRIPTION: | ▪ Base Bid or Alt.# _____ | | | |
| REF. NO. 5 | QUANTITY | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i> |
| Mobilization (For Task Orders Less than \$25,000) Applicable for all surface treatments; crack sealing excluded. (Per NOTICE TO PROCEED or Task Order) (Contiguous Location as Defined in Section 01400 of these Specifications) (01400) | | Each | | |

| | | | | |
|--|---------------------------|------------------|------------|--|
| DESCRIPTION: | ▪ Base Bid or Alt.# _____ | | | |
| REF. NO. 6 | QUANTITY | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i> |
| Mobilization (For Task Orders Greater than \$25,000 and Less than \$200,000). Applicable for all surface treatments; crack sealing excluded. (Per NOTICE TO PROCEED or Task Order) (Contiguous Location as Defined in Section 01400 of These Specifications) (01400) | | Each | | |

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

BIDDER'S NAME

TO: Ascension Parish Council
Gonzales, Louisiana 70737
(Owner to provide name and address of owner)

BID FOR: Asphaltic Concrete Pavement Preservation
2023-2024
(Owner to provide name of project and other identifying information)

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

| | | | | |
|---|---------------------------|------------------|------------|--|
| DESCRIPTION: | ▪ Base Bid or Alt.# _____ | | | |
| REF. NO. 7 | QUANTITY | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i> |
| Mobilization (For Task Orders Greater than \$200,000). Applicable for all surface treatments; crack sealing excluded. (Per NOTICE TO PROCEED or Task Order) (Contiguous Location as Defined in Section 01400 of These Specifications) (01400) | | Each | | |

| | | | | |
|--------------------------------------|-------------------------|------------------|------------|---|
| DESCRIPTION: | Base Bid or Alt.# _____ | | | |
| REF. NO. 8 | QUANTITY | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (Quantity times Unit Price) |
| Annual Road Review Report (01716) | | Each | | |

| | | | | |
|---|-------------------------|------------------|------------|---|
| DESCRIPTION: | Base Bid or Alt.# _____ | | | |
| REF. NO. 9 | QUANTITY | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (Quantity times Unit Price) |
| Temporary Signs and Barricades (For Task Orders Greater than \$25,000 and Less than \$200,000) (Per Task Order) (02713) | | Each | | |

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

BIDDER'S NAME

TO: Ascension Parish Council

BID FOR: Asphaltic Concrete Pavement Preservation

Gonzales, Louisiana 70737
(Owner to provide name and address of owner)

2023-2024
(Owner to provide name of project and other identifying information)

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

| | | | | |
|--|-------------------------|------------------|------------|---|
| DESCRIPTION: | Base Bid or Alt.# _____ | | | |
| REF. NO. 10 | QUANTITY | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (Quantity times Unit Price) |
| Temporary Signs and Barricades (For Task Orders Greater than \$200,000) (Per Task Order) (02713) | | Each | | |

| | | | | |
|--|-------------------------|------------------|------------|---|
| DESCRIPTION: | Base Bid or Alt.# _____ | | | |
| REF. NO. 11 | QUANTITY | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (Quantity times Unit Price) |
| Temporary Reflectorized Raised Pavement Markers (Tabs) (02720) | | Each | | |

| | | | | |
|--|---------------------------|------------------|------------|---|
| DESCRIPTION: | ▪ Base Bid or Alt.# _____ | | | |
| REF. NO. 12 | QUANTITY | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (Quantity times Unit Price) |
| Temporary Signs and Barricades (For Task Orders Less than \$25,000) (Per Task Order) (02713) | | Each | | |

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

BIDDER'S NAME

TO: Ascension Parish Council
Gonzales, Louisiana 70737
(Owner to provide name and address of owner)

BID FOR: Asphaltic Concrete Pavement Preservation
2023-2024
(Owner to provide name of project and other identifying information)

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

| | | | | |
|---|-------------------------|------------------|------------|---|
| DESCRIPTION: | Base Bid or Alt.# _____ | | | |
| REF. NO. 13 | QUANTITY | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (Quantity times Unit Price) |
| Temporary Pavement Marking(Tape) (Broken Line) (4" Width)(4' Length)(40'Centers) (02737) | | Mile | | |

| | | | | |
|---|-------------------------|------------------|------------|---|
| DESCRIPTION: | Base Bid or Alt.# _____ | | | |
| REF. NO. 14 | QUANTITY | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (Quantity times Unit Price) |
| Removal of Existing Pavement Markings (02765A) | | Mile | | |

| | | | | |
|--|-------------------------|------------------|------------|---|
| DESCRIPTION: | Base Bid or Alt.# _____ | | | |
| REF. NO. 15 | QUANTITY | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (Quantity times Unit Price) |
| Cleaning and Sealing Large Cracks with Fiber Reinforced Polymer Patching (02798) | | LBS. | | |

Section 00400

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal, and _____ as Surety are hereby held and firmly bound unto the Ascension Parish Council, as OWNER in the penal sum of DOLLARS (\$ _____) for the payment of which sum well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this _____ day of _____, 2023. The Condition of the above obligation is such that whereas the Principal has submitted to the _____, a BID, attached hereto and hereby made apart thereof, to enter into a contract in writing, for the construction of the Asphaltic Concrete Pavement Preservation 2023-2024
NOW THEREFORE,

- a. If said BID shall be rejected, or
- b. If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Agreement attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor and furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

PRINCIPAL

BY:

TITLE

SURETY

BY:

TITLE

IMPORTANT: Bid Guaranty Bonds: In accordance with Revised Statute 38:2218.C, all Bid Guaranty Bonds shall be written by a surety or insurance agency currently on the U.S. Department of Treasury Financial Management Service list of approved companies, or by a Louisiana domiciled insurance company ~~with~~ at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide or by an insurance company in good standing licensed to write bonds either domiciled in Louisiana or owned by Louisiana residents.

Section 00450

Louisiana Department of Revenue

R-1020 (11/04)

Designation of Construction Contractor as Agent of a Governmental Entity and Exemption Certificate

Legal name of Governmental Entity

an agency of the

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

Name of Contractor

Address

City, State, ZIP

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

This designation and acceptance of agency is effective for the period _____, through _____

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

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

Designation of Agency

Signature of Authorized Designator, Date

Name of Authorized Designator

Name of Governmental Entity

Address

City, State, ZIP

Acceptance of Agency

Signature of Contractor or Subcontractor Authorized Acceptor, Date

Name of Contractor's or Subcontractor's Acceptor

Name of Contractor

Address

City, State, ZIP

This designation of agency form, when properly executed by both the contractor and the governmental entity, shall serve as evidence of the sales tax exempt status that has been conferred onto the contractor. No other exemption certificate form is necessary to claim exemption from sales taxes.

Section 00460

SALES TAX EXEMPTION CONTRACT

STATE OF LOUISIANA
PARISH OF _____

**CONTRACT FOR LA R.S. 47:301(8) (c) SALES AND TAX
EXEMPTION**

WHEREAS, _____, (Contractor), has been awarded a Contract with Ascension Parish Council, (Owner), a public entity/political subdivision, in accordance with the Louisiana Public Bid Law for the following public project:

ASCENSION PARISH COUNCIL

Asphaltic Concrete Pavement
Preservation 2023-2024

WHEREAS, the Contractor and/or its subcontractors on this project, in their execution of the Project will use and/or purchase tangible property and/or goods which will be consumed in completing the Project or which will be incorporated into the Project;

WHEREAS, the Contractor and/or its subcontractors on this project, in bidding on the Project, did not include sales and use taxes on tangible property and/or goods which will be consumed in completing the Project or which will be incorporated into the Project;

WHEREAS, the Owner wishes to avail itself of the sales and use tax exemption afforded to it by LA R.S. 47:301(8) (c);

WHEREAS, the Owner wishes to avoid paying sales and use taxes when it has no legal obligation to do so;

WHEREAS, the Owner's unnecessary payment of sales and use taxes could be a violation of its duty to prudently administer the public funds in its charge;

WHEREAS, the parties may avoid the unnecessary payment of sales and use taxes if the Contractor or its subcontractors on this project act as the Owner's agent and/or instrumentality for the purchase and/or use of tangible property which will be consumed in completing the Project or which will be incorporated into the Project;

WHEREAS, the Contractor and its subcontractors on this project and the Owner mutually agree to a contract of agency and/or instrumentality between them for the purchase and/or use of tangible property which will be consumed in completing the Project or which will be incorporated into the Project and thereby avoid the unnecessary payment of sales and/or use taxes;

NOW THEREFORE the Owner appoints the Contractor and its subcontractors on this project as its agent and/or instrumentality for purposes of the purchase and/or use of tangible property which will be consumed in completing the Project or which will be incorporated into the Project subject to the following conditions:

All purchases under this Contract shall be made from the public funds paid to the Contractor and/or its subcontractors on this project and shall be charged to the contract price for the Project. The Contractor and/or its subcontractors on this project shall obtain invoices for all purchases made under this Contract. The invoices shall bear the name and number of the Project as listed above. All materials and equipment shall be purchased by the Contractor and/or its subcontractors on this project in the name of the Owner using funds that are accounted for to the Owner and that are traced to public funds.

Title to all property purchased under this Contract shall immediately pass to the Owner at the time of the purchase, but the Contractor and/or its subcontractors on this project shall be the depositary or custodian of the property until the Owner accepts the Project as substantially complete at which time this Contract shall terminate.

In the event that the Contractor and/or its subcontractors on this project are subject to a sales or use tax audit by either the State of Louisiana or a local government subdivision and the taxing authority assess taxes on any materials or equipment incorporated into the Project or use in its work, the Owner shall be responsible for defending the tax-exempt status or the purchases at issue. Moreover, should the taxing authority prevail in imposing its sales or use tax, the Owner shall be ultimately liable for remitting to the taxing authority the taxes, interest and penalties ultimately found due unless the Contractor and/or its subcontractors on this project have failed to comply with this Contract.

This Contract does not limit or otherwise alter Contractor's responsibilities (1) to fully insure materials and equipment to be furnished by Contractor; (2) to insure the work at all times prior to substantial completion; (3) to fully warrant all materials and equipment furnished by Contractor; (4) to alter the method or time frames for payments established under the Project; (5) to change the rights of the Owner to accept or reject the work or any part thereof or alter the manner or time frames in which inspections may be made by the Engineer or Architect on behalf of the Owner; (6) to provide for the safety and protection of materials and equipment whether in storage on or off site and regardless whether titled to the contracting agency as part of the work;

(7) to maintain liability and property insurance, specifically including coverage for damages to the materials and equipment prior to final acceptance and claims for damages because of bodily injury, sickness, or death and any of the Contractor's and/or its subcontractors on this project employees or any person other than the Contractor's and/or its subcontractors on this project employees; (8) to properly correct the work as required by the Engineer or Architect or diminish the Owner's and Engineer's or Architect's right to reject any portions of the work.

The Contractor accepts its appointment as indicated by the signature of its authorized agent on the date shown below. The subcontractors of the Contractor on this project shall accept this appointment by their execution of a subcontract with the Contractor to which this Sales Tax Exemption Agreement shall be incorporated by reference and attached as an Exhibit thereto.

CONTRACTOR

WITNESS DATE

WITNESS DATE

Sworn to and subscribed before me on this _____ day of _____, 2023.

Notary Public

ASCENSION PARISH COUNCIL

WITNESS DATE

WITNESS DATE

Sworn to and subscribed before me on this _____ day of _____, 2023.

Notary Public

Section 00500

Notice of Award

Date: _____

Project: Asphaltic Concrete Pavement
Preservation 2023

Owner: Ascension Parish Council

Owner's Contract No.:

Contract:

Engineer's Project No.:

Bidder:

Bidder's Address:

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for, Asphaltic Concrete Pavement Preservation 2023-2024.

The Contract Price of your Contract is _____ Dollars (\$_____).

Four (4) copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within fifteen [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner four (4) fully executed counterparts of the Contract Documents.
2. Other conditions precedent:
 - a. *Provide Certification of Insurance as specified (SC-5.04 and SC-5.06)*
 - b. *Provide affidavits and certificates as specified (LB. 24).*

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Ascension Parish Council

Owner

By: _____

Project Engineer

Title

Section 00600
AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between
Ascension Parish

("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Under a contract with a one year term, and extended by mutual consent by an additional one (1) year for up to 3 years; asphaltic concrete preventive maintenance improvements and ancillary work elements are anticipated to be implemented throughout the Parish of Ascension on a Task Order basis. Task Orders are anticipated to be issued in the range of \$5,000 to over \$200,000.

ARTICLE 2 - THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

*Asphaltic Concrete Pavement
Preservation 2023-2024*

ARTICLE 4 - CONTRACT TIMES

4.1 *Time of the Essence*

- A. All time limits for Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents for each Task Order are of the essence of the Contract.

4.2 *Days to Achieve Substantial Completion and Final Payment for each Task Order*

- A. The Work as authorized under each respective Task Order will be substantially completed within the number of Calendar Days as noted on each Task Order (Task Order Completion Time RE: IFB Paragraph 7.0); and commencing to run as provided in Paragraph 2.03 of the General Provisions; and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 45 days after the date of Substantial Completion.

4.3 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties 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 completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500 (Five Hundred Dollars) for each day that expires after the time specified in the respective Task Order for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 (Five Hundred Dollars) for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

- 5.1 Owner shall pay Contractor for completion of Work performed under each respective Task Order, as may be issued, a total as derived from extension of actual units of work and bid prices for each unit from the Base Bid.
- 5.2 For purposes of award and evaluation of proposals, the total Base Bid amount under which this contract was awarded totals _____ Dollars (\$ _____), as derived from extension of estimated units and bid prices for each unit from the Base Bid. The schedule of contract items does not constitute a complete outline of the work to be performed by the Contractor in accordance with the terms of the Contract; but is merely a list of the items of work to which unit prices are to be applied in completing Contractor's compensation for work performed under a specific Task Order. The estimated quantities shown on the Bid Form are solely for the purpose of evaluating and comparing Proposals.
- 5.3 The Owner shall not be responsible if quantities stated in the Bid Form are not even approximately correct. In computing the Contractor's compensation under a specific Task Order, none of the units of work and prices stated in the Bid Form shall apply to any work; except for the units of work and prices specifically noted and authorized in the Task Order.

ARTICLE 6 - PAYMENT PROCEDURES

6.1 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment related to each Task Order in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.2 Progress Payments; Retainage for Each Task Order

- A. Owner shall make progress payments on account of the Contract Price for each Task Order on the basis of Contractor's Applications for Payment as provided in Paragraph 6.02.A.1 below (refer to Standard General Conditions and Supplementary Conditions). All such payments will be based on the number of units completed as provided in the General Requirements.
1. Prior to final completion and acceptance of all Work related to a specific Task Order, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions. Retainage indicated below does not include withholdings for known incomplete work. Such withholdings are not included in calculating the retainage but are additional monies withheld.
 - a. For Task Orders with values of \$500,000 or less, 90% of Work completed and/or cost of materials and equipment not incorporated in the Work (with the balance of 10% being retainage).

Section 00600

- b. For Task Orders with values in excess of \$500,000, 95% of Work completed and/or cost of materials and equipment not incorporated in the Work (with the balance of 5% being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to the applicable percent based on the preceding Paragraph 6.02.A.1 of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less the value of Engineer's estimate of the Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.3 *Final Payment for Each Task Order*

- A. Upon final completion and acceptance of the Work with each Task in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Task Order value as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 -CONTRACTOR'S REPRESENTATIONS

- 7.1 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
 - E. Based on the information and observations referred to in Paragraph 7.01.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
 - F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

Section 00600

- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

8.1 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 8, inclusive).
 - 2. General Conditions (pages 1 to 62, inclusive).
 - 3. Supplementary Conditions (pages 1 to 16, inclusive).
 - 4. Specifications as listed in the table of contents of the Project Manual.
 - 5. Drawings consisting of sheets with each sheet bearing the following general title:
Asphaltic Concrete Pavement Preservation 2023-2024
 - 6. Addenda (numbers _____ to _____, inclusive).
 - 7. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 of 19, inclusive).
 - b. Documentation submitted by Contractor.
 - 1) Attestation Form (R.S. 38:2227) (Past Criminal Convictions of Bidders)
 - 2) Affidavit Form (R.S. 38:2212.10 (C)) (Verification of Employees)
 - 3) Affidavit Attesting that Public Contract was not Secured through Employment or Payment of Solicitor -Contractor Affidavit (R.S. 38:2224)
 - 8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Task Orders
 - b. Notice to Proceed (for Each Task Order).
 - c. Work Change Directives (for Each Task Order).
 - d. Change Orders (for Each Task Order).

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- B. The documents listed in Paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 8.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 9 - MISCELLANEOUS

9.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 *Assignment of Contract*

- B. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 9.05:

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1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

Ascension Parish Council

By: _____

Title: Clint Cointment, President

Address for giving notices:

P.O. Box

Gonzales, Louisiana 70737

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Address for giving notices:

License No.: _____
(Where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required

Agent for service of process:

All rights reserved.

EJCDC C-520 Suggested Form of Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)
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Section 00610

Task Order

(Complete a Separate Form for Each Task Order)

Project: Asphaltic Concrete Pavement Preservation 2023

| | |
|---|-----------------------|
| Owner: Ascension Parish Council P.O. Box 1659, Gonzales, Louisiana 70737 | Owner's Contract No.: |
| Contract: | Project No. |
| Bidder: | |
| Bidder's Address: | |

Section 1. General

In accordance with the terms and conditions of the Specifications and Contract Documents, the work described in Section III below is hereby authorized by this Task Order.

The Contract provides for Asphaltic Concrete Pavement Preservation at the locations where this Task Order will be performed; and all provisions of the of the Contract are incorporated herein by reference.

The Engineer has determined that the work shown below will be performed and payment for this Task Order will be at the Contract unit prices as shown in Section IV.

This Task Order covers the known and anticipated costs attributable to the work covered by this Task Order. If the Contractor encumbers unknown and unanticipated additional work that affects cost or impacts the critical path of work, the Contractor has the right to request consideration of an adjustment to the Task Order amount or Task Order Completion Time.

The Task Order Completion Time will not start until the Engineer informs the Contractor in writing to proceed. The Contractor will not proceed with the Task Order work until receiving notice from the Engineer.

Section II. Task Order General Location of Work:

Section III. Task Order General Scope of Work/Description:

Section IV. Task Order Amount:

_____ Dollars (\$) as derived from
extension units and bid prices for each unit from the Base Bid Unit Price Form.

Section V. Task Order Listing of Units and Values:

| Ref. No. | Description | Qty. | Unit | Unit Price | Unit Price Ext. |
|---------------------------|-------------|------|------|------------|--------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Total Value of Task Order | | | | | \$ |

*All quantities are estimated. The Contractor will be paid based upon actual quantities verified by the Engineer.

Section VI. Task Order Completion Time:

The work as authorized under this Task Order shall be substantially completed by _____
(__) Calendar Days); and completed and ready for final payment by _____ (45 days
after Substantial Completion).

Section VII. Task Order Sketches/Drawings:

- [Describe or list any Task Order related sketches or drawings prepared for the work.]

Section VIII. Task Order Performance Bond: To be attached *

[Not required for Task Orders less than \$25,000.]

Section VIII. Task Order Payment Bond: To be attached *

[Not required for Task Orders less than \$25,000.]

Section X. Task Order Project Manager

The Contractor's Project Manager for this Task Order is as follows:

(Name, Title, Address, Telephone Number)

If the Contractor's Project Manager changes at any time during the Task Order Contract Time, the Contractor shall immediately notify the Engineer.

IN WITNESS WHEREOF, Owner and Contractor have signed this Task Order. Counterparts have been delivered to the Owner and Contractor.

This Task Order will be effective on _____

OWNER:

CONTRACTOR:

Ascension Parish Council

By: _____

By: _____

Title: Clint Cointment, President

Title: _____

Ascension Parish Finance approval related to Purchase Order Agreement:

By: _____

Title: _____

Purchase Order No . _____

Purchase Order Amount: _____

Performance Bond

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*): SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

Ascension Parish Council
P.O. Box 1659
Gonzales, Louisiana 70737

CONTRACT

Effective Date of Agreement:

Amount: (Amount of respective Task Order)

Description (*Name and Location*): Asphaltic Concrete Pavement Preservation 2023-204

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount: (Amount of respective Task Order)

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

_____(Seal) _____(Seal)
Contractor's Name and Corporate Seal Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

- 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
- 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
- 2.3 Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract; or
 2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

- 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
- 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
- 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
- 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.

4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond, 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3;and
- 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been ' furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

- 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address and Telephone)*

Surety Agency or Broker:

Owner's Representative *(Engineer or other party):*

Payment Bond

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR *(Name and Address):*

SURETY *(Name, and Address of Principal Place of Business):*

OWNER *(Name and Address):*

Ascension Parish Council
P.O Box 1659
Gonzales, Louisiana 70737

CONTRACT

Effective Date of Agreement:

Amount: (Amount of respective Task Order)

Description *(Name and Location):*

BOND

Bond Number:

Date *(Not earlier than Effective Date of Agreement):*

Amount: (Amount of respective Task Order)

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

_____(Seal)
Contractor's Name and Corporate Seal

_____(Seal)
Surety's Name and Corporate Seal

By:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Signature

Attest:

Signature

Title

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. Reserved.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY — *(Name, Address, and Telephone)*

Surety Agency or Broker:

Owner's Representative *(Engineer or other)*:

Notice to Proceed**(For Each Task Order)**

Date: _____

Project: Asphaltic Concrete Pavement Preservation 2023

Owner: Ascension Parish Council

Owner's Contract No.:

Contractor:

Engineer's Project No.:

Contractor's Address: _____

You are notified that the Contract Times under the above Task Order will commence to run on. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the number of calendar days to achieve Substantial Completion is __, and the number of calendar days to achieve readiness for final payment is__.

Before you may start any Work at the Site, you must:

- (1) Notify ENGINEER'S office as to date crews will move to the site so as to coordinate field control and layout work.
- (2) Provide ENGINEER'S office with detailed submittal data on all material to be incorporated into project (Section 01340 - Shop Drawings, Samples and Project Date) (5 copies of all data required.)

Ascension Parish Council

Owner

Given by:

Project Engineer

Title

Date

CHANGE ORDER

CHANGE ORDER NO. _____

OWNER Ascension Parish Government

DATE _____

NAME OF PROJECT: PROJECT NUMBER: _____

ENGINEER:

CONTRACTOR: _____ CONTRACT DATE: _____

It is hereby mutually agreed that when this change order has been signed by the contracting parties, the following described changes in the work required by the Contract shall be executed by the Contractor without changing the terms of the Contract except as herein stipulated and agreed.

SCOPE OF CHANGES:

JUSTIFICATION FOR CHANGES:

CONTRACTOR'S PROPOSAL FOR THE ABOVE DESCRIBED CHANGES

I/We hereby agree to the modification of the Contract as described above and agree to furnish all materials, equipment and labor necessary to perform all work in connection therewith in accordance with the requirements for similar work in the existing Contract except as otherwise stipulated herein, for the following consideration.

CONTRACT Amount –Add to the Contract amount the sum of \$ _____

Amount –Deduct from the Contract amount the sum of \$ _____

Time for Completion –Add to –or- Deduct from- the Contract Time: _____ 0 _____ Days.
The New Date for Completion is _____

CONTRACTOR: _____

SIGNATURE: _____ DATE _____

RECOMMENDED BY: Project Engineer, Ascension Parish Department of Public Works

BY: _____ DATE _____

APPROVED BY:

PUBLIC WORKS BY: _____ DATE _____

PARISH PRESIDENT BY: _____ DATE _____

**STATEMENT OF
CONTRACT AMOUNT**

| | |
|---|----------|
| ORIGINAL CONTRACT AMOUNT:..... | \$ _____ |
| Previous Additions..... | \$ _____ |
| Previous Deductions..... | \$ _____ |
| Net Amount Prior to this Change..... | \$ _____ |
| Amount of This Change ____ Add ____ Deduct... | \$ _____ |
| CONTRACT AMOUNT TO DATE..... | \$ _____ |

WORK CHANGE DIRECTIVE

NO. _____

PROJECT:

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: PARISH OF Ascension OWNER'S CONTRACT NO.: _____

ENGINEER: _____ ENGINEER'S PROJECT NO.: _____

CONTRACTOR: _____

You are directed to make the following changes in the Contract Documents:

Purpose of Work Change Directive:

Attachments (List documents supporting changes):

If a claim is made that the above change(s) have affected the Contract Price or Contract Times, any claim for a change order based thereon will involve one or more of the following methods of determining the effect of the change(s).

| | |
|---|--|
| Method of determining change in Contract Price: | Method of determining change in Contract Times |
| ____ Unit Prices | ____ Contractor's Records |
| ____ Lump Sum | ____ Engineer's Records |
| ____ Other: _____ | ____ Other: _____ |

RECOMMENDED: By: _____ Date: _____
Engineer (Authorized Signature)

APPROVED: By: _____ Date: _____
Owner (Authorized Signature)

ACCEPTED: By: _____ Date: _____
Contractor (Authorized Signature)

Field Order**Field Order No. __**

Date of Issuance: _____ Effective Date: _____

| | | |
|---|------------------------------------|-------------------------|
| Project: Asphaltic Concrete Pavement Preservation 2023 | Owner: Ascension Parish Council | Owner's Contract No.: |
| Contract: | | Date of Contract: |
| Contractor: | | Engineer's Project No.: |

Attention:

You are hereby directed to promptly execute this Field Order issued in accordance with General Conditions Paragraph 9.04.A, for minor changes in the Work without changes in Task Order Price or Task Order Times. If you consider that a change in Task Order Price or Task Order Completion Times is required, please notify the Engineer immediately and before proceeding with this Work.

Reference: _____
(Specification Section(s)) (Drawing(s) / Detail(s))

Description:

Attachments:

Engineer:

Receipt Acknowledged by Contractor:

Date:

Copy to Owner

Section 00680

Task Order No.

Certificate of Acceptance
(for Each Task Order)

Date: _____

Project: Asphaltic Concrete Pavement Preservation 2023

Owner: Ascension Parish Council

Owner's Contract No.: _____

Project No.: _____

Contractor: _____

Contractor's Address: _____

Engineer Recommendation:

This is to report that to the best of my knowledge and belief, the items of work performed related to this Task Order have been actually furnished in accordance with the Specifications and Bidding Documents and that the work is substantially complete and can be utilized for its intended purposes.

A Punch List of outstanding items, along with an estimate of costs to complete each item, is attached in accordance with L.R.S. 38:2248.

Project Engineer Title

Date

Ascension Parish Acceptance

Based upon the Engineer's recommendation, Ascension Parish hereby accepts the work under this Task Order as substantially complete as of the date signed below.

Clint Cointment, President

Title

Date

Section 00700

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

■ and

Issued and Published Jointly by

ACETC

AMERICAN COUNCIL OF ENGINEERING
COMPANIES



INJ ORUY

ASCE *American Society
of Civil Engineers*

***National Society of
Professional Engineers***
Professional Engineers in Private Practice

AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS
INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT

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ARTICLE 1- DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda- Written* or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement- The* written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment-The* form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos* Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid- The* offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder- The* individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents-The* Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements- The* advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order- A* document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim- A* demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract-t* The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations , or agreements, whether written or oral.

12. *Contract Documents*-Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*-The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*-The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*-The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*- See Paragraph 11.01 for definition.
17. *Drawings*- That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*- The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*- The Ascension Parish In-House Professional Engineer.
20. *Field Order*- A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirement-s* Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*-The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*- The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*- Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens- Charges*, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*- A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award-* The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed-* A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner-*The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed. .
30. PCBs—Polychlorinated biphenyls.
31. *Petroleum-* *Petroleum*, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule-*A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project-*The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual-* The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material-Source-* special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative-* The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples-* Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittal-s* A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values-*A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*- All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site-Lands* or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*-That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*- An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*- The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*- The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*-That part of the Contract Documents, which amends or supplements these General Conditions.
47. *Supplier*-A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*- All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*- Work to be paid for on the basis of unit prices.
50. *Work*-The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*- A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work , or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order

following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

52. *The Pavement Condition Index (PCI)*- is a numerical index between 0 and 100, which is used to indicate the general condition of a pavement. It is widely used in transportation civil engineering.[1] It is a statistical measure and requires manual survey of the pavement. PCI surveying processes and calculation methods have been standardized by ASTM for both roads and airport pavements:

ASTM D6433 - 11: Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys

1.02 Terminology

- A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. Intent of Certain Terms or Adjectives:

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. Day:

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

D. Defective:

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

- does not conform to the Contract Documents; or
- does not meet the requirements of any applicable inspection, reference standard, test, 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 14.04 or 14.05).

E. Furnish, Install, Perform, Provide:

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2-PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

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

2.02 Copies of Documents

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

2.03 Commencement of Contract Times; Notice to Proceed

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

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on

Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 Reference Standards

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

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies:

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. Resolving Discrepancies:

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

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;
2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
3. Engineer's written interpretation or clarification.

3.05 Reuse of Documents

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

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

3.06 Electronic Data

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.**
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.**
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.**

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

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

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

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

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and

contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

- c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

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

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the

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

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

4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5- BONDS AND INSURANCE

5.01 Performance, Payment, and Other Bonds

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 Licensed Sureties and Insurers

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also

meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 Certificates of Insurance

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 Contractor's Insurance

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

- a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
 4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
 6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

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

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors,

members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 Waiver of Rights

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 Receipt and Application of Insurance Proceeds

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 Acceptance of Bonds and Insurance; Option to Replace

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

interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 Partial Utilization, Acknowledgment of Property Insurer

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

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 Supervision and Superintendence

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction, which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 Labor; Working Hours

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
 - 1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

- c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

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

required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner,

Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 Patent Fees and Royalties

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

6.08 Permits

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas:

- 1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
- 2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
- 3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought

by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

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

6.12 *Record Documents*

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

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - I. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and

shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 Safety Representative

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

6.15 Hazard Communication Programs

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

6.16 Emergencies

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is

required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 Shop Drawings and Samples

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

1. Shop Drawings:

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. Samples:

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures:

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

- a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

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

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 1. observations by Engineer;
 - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. use or occupancy of the Work or any part thereof by Owner;
 - 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 - 6. any inspection, test, or approval by others; or
 - 7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 Delegation of Professional Design Services

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

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

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
- I. written notice thereof will be given to Contractor prior to starting any such other work; and
 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 3. the extent of such authority and responsibilities will be provided.

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

7.03 Legal Relationships

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Communications to Contractor

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

8.02 Replacement of Engineer

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

8.03 Furnish Data

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

8.04 Pay When Due

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

8.05 Lands and Easements; Reports and Tests

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

8.06 Insurance

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

8.07 *Change Orders*

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

8.08 *Inspections, Tests, and Approvals*

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

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

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

8.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or

continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 Project Representative

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

9.04 Authorized Variations in Work

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents that do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided Paragraph 10.05.

9.05 Rejecting Defective Work

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

9.06 Shop Drawings, Change Orders and Payments

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 Determinations for Unit Price Work

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 Decisions on Requirements of Contract Documents and Acceptability of Work

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 Limitations on Engineer's Authority and Responsibilities

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not

exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9. IO *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 Unauthorized Changes in the Work

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 Notification to Surety

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

10.05 Claims

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data

shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01 .B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

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

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

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

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

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

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

11.01 Cost of the Work

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01 .B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of

said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- 1. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

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

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not

limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

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

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to

the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

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

12.01 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 Change of Contract Times

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 Delays

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or

neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

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

13.01 Notice of Defects

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

13.02 Access to Work

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

13.03 Tests and Inspections

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 Uncovering Work

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 Owner May Stop the Work

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

13.06 Correction or Removal of Defective Work

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 Correction Period

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

1. repair such defective land or areas; or
 2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 Acceptance of Defective Work

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

13.09 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14- PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

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

14.02 Progress Payments

A. Applications for Payments:

- 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an

Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or

involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

- b. There may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

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

D. Reduction in Payment:

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 Contractor's Warranty of Title

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

14.04 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before

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

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 Partial Utilization

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 Final Inspection

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

14.07 Final Payment

A. Application/or Payment:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying

documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

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

14.08 Final Completion Delayed

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

14.09 Waiver of Claims

- A. The making and acceptance of final payment will constitute:
 1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15- SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 - 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 - 3. Contractor's repeated disregard of the authority of Engineer; or
 - 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
 - 1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 - 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 - 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when

so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 Owner May Terminate For Convenience

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days

to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 Methods and Procedures

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
 - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 - 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 Giving Notice

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

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 Computation of Times

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

17.03 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Controlling Law

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

17.06 Headings

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

Section 00710 SUPPLEMENTARY CONDITIONS

Prepared by

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And

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SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition). All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

SC-1.01 *Defined Terms*

SC-1.01.A.21 Delete Paragraph 1.01.A.21 - *General Requirements* in its entirety and insert the following in its place:

21. *General Requirements* - The General Requirements describe general requirements unique to this Project and are contained in the Technical Provisions.

SC-2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Add the following sentence at the end of Paragraph 2.01.A.:

The Owner shall record within thirty (30) days the Agreement Between Owner and Contractor, and each Task Order (with Performance and Payment Bonds) with the Clerk of Court in the Parish in which work is to be performed in accordance with R.S. 38:2241A(2).

SC-2.02 *Copies of Documents*

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following in its place:

A. Owner shall furnish to Contractor up to four (4) printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

- SC-2.03 *Commencement of Contract Times; Notice to Proceed*
- SC-2.03 Delete Paragraph 2.03.A in its entirety and insert the following in its place:
- A. The Contract Times will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed for a Task Order may be given at any time mutually agreed to by the Owner and Contractor.
- SC-4.01 *Availability of Lands*
- SC-4.01 Add the following new paragraph immediately after Paragraph 4.01.C:
- A. Permanent improvements on private property are limited to those areas having an executed easement or servitude agreement prior to installation. Contractor is to comply with all terms, restrictions, special conditions, etc., as described in the easements or servitudes. Costs of such compliance are to be reflected in related work. No separate compensation will be made for this compliance.
- SC-4.02 *Differing Subsurface or Physical Conditions*
- SC-4.02.A. Add the following new paragraph immediately after Paragraph 4.02.A.2:
3. No reports or drawings of subsurface conditions exist; other than utility plans maintained by the utility providers in the Project area.
- SC-4.03 *Differing Subsurface or Physical Conditions*
- SC-4.03.C. Revise Paragraph 4.03C.b to read as follows:
- b. With respect to Work that is paid for on a unit price basis, the provisions of R.S. 38:2212 M(5) shall prevail.
- SC-4.04 *Underground Facilities*
- SC-4.04.B Add the following new paragraph immediately after Paragraph 4.04.B.2:
3. Shown or not shown or indicated or not indicated, Contractor shall be fully responsible for having all existing Underground Facilities, within the project limits, located by the owner of the facilities prior to commencement of the Work. The cost for this work shall be included in the Contract Price.

Hazardous Environmental Conditions

SC-4.06

SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

Contractor's Liability Insurance

SC-5.04

SC-5.04.B. Revise Paragraph 5.04.B.6.a. to read as follows:

- a. Such insurance shall remain in effect for one (1) year after final payment.

SC-5.04 Add the following new paragraph immediately after Paragraph 5.04.B:

C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

- 1. Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:

- a. State: Statutory
- b. Applicable Federal (e.g., Longshoreman's): Statutory
- c. Employer's Liability: \$1,000,000

- 2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

- a. General Aggregate \$2,000,000
- b. Products - Completed Operations Aggregate \$1,000,000
- c. Personal and Advertising Injury \$1,000,000
- d. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000

- e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.
- f. Excess or Umbrella Liability
 - D General Aggregate \$2,000,000
 - D Each Occurrence \$2,000,000

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

- a. Combined Single Limit of \$1,000,000

4. The Contractual Liability coverage required by Paragraph 5.04.B.3 of the General Conditions shall provide coverage for not less than the following amounts:

- a. Bodily Injury:
 - Each person \$1,000,000
 - Each Accident \$1,000,000
- b. Property Damage:
 - Each Accident \$1,000,000
 - Annual Aggregate \$2,000,000

5. The Contractor and at his expense, shall provide the Owner with an Owner's Protective Liability Insurance Policy naming the Owner as the named insured and the Engineer, and each of their officers, agents and employees as additional insureds under that policy, said policy to protect said parties from claims which may arise from operations under the contract. Limits of policy coverage shall be bodily injury liability \$1,000,000 each person/\$2,000,000 aggregate; property damage - \$1,000,000 per person/\$2,000,000 aggregate.

SC-5.11 *Certificates of Insurance*

SC-5.11 Add the following new paragraph immediately after Paragraph 5.10:

- A. Exhibit B: Certificate of Insurance - Insured/Contractor(Exhibit B1); Certificate of Insurance - Insured/Owner (Exhibit B2); are samples showing the required insurance coverages and their respective limits. Exhibit B1 and Exhibit B2 are hereby made a part of the General Conditions.

| | | |
|---------|--|--|
| SC-6.02 | <i>Labor; Working Hours</i> | |
| | SC-6.02 | Add the following paragraph immediately after Paragraph 6.02.B: |
| | | C. Contractor shall provide the written notice required at least 48 hours prior to intended commencement date. |
| SC-6.03 | <i>Services, Materials, and Equipment</i> | |
| | SC-6.03 | Add the following new paragraph immediately after paragraph 6.03.C: |
| | | D. Suppliers of all major materials or equipment furnished shall supply manufacturer's printed warranties on all materials or equipment furnished. The Contractor shall furnish these warranties with the Shop Drawings submittal. The warranties shall warrant the materials or equipment for a period of one (1) year from the filing of the Substantial Completion certificate. |
| SC-6.06 | <i>Concerning Subcontractors, Suppliers and Others</i> | |
| | SC-6.06 | Add the following new paragraphs immediately after Paragraph 6.06.G: |
| | | H. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by a particular Subcontractor or Supplier. |
| SC-6.10 | <i>Taxes</i> | |
| | SC-6.10 | Add the following new paragraph immediately after paragraph 6.10.A: |
| | | B. Contractor shall not include any city, state and federal taxes and sales taxes in his bid. Sales taxes are exempted in that the Contractor shall be designated as an Agent of Governmental Entity by Louisiana Department of Revenue Form LDR R-1020. Tax exempt status will be granted to the Contractor, providing the Contractor processes the necessary LDR form(s). |
| SC-6.17 | <i>Shop Drawings and Samples</i> | |
| | SC-6.17 | Add the following new paragraphs immediately after Paragraph 6.17.E: |
| | | F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three (3) submittals. Engineer will record Engineer's time for reviewing subsequent submittals of Shop |

Drawings, samples, or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time.

- G. In the event that Contractor requests a change of a previously approved item, Contractor shall reimburse Owner for Engineer's charges for its review time unless the need for such change is beyond the control of the Contractor.

SC-6.20 *Indemnification*

SC-6.20 Delete Paragraphs 6.20.A and 6.20.B in their entirety and insert the following:

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer and their consultants, agents and employees from and against all claims, damages, losses and expense, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury of corporal or incorporeal property (other than the Work itself) including the loss of use resulting therefrom or to any other reason for economic loss by the claimant, and (b) is caused in whole or in part by any negligent act or omission, or breach of this contract, by Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.
- B. In any and all claims against Owner or Engineer or any of their consultants, agents or employees by any person, agent or employee or Contractor, and Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the legal remedies or the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or other person or organization under worker's or workmen's compensation acts, disability benefit act or other employee benefit acts.

Related Work at Site

SC-7.01

SC-7.01 Add the following new paragraph immediately after Paragraph 7.01.C:

- D. Contractor shall schedule work to avoid conflict with Owner's operational schedule.

Claims Between Contractors

SC-7.04

SC-7.04 Add the following new paragraph immediately after Paragraph GC-7.03: SC-

7.04 Claims Between Contractors

- A. Should Contractor cause damage to the work or property of any other contractor at the Site, or should any claim arising out of Contractor's performance of the Work at the Site be made by any other contractor against Contractor, Owner, Engineer, or the construction coordinator, then Contractor (without involving Owner, Engineer, or construction coordinator) shall either (1) remedy the damage, (2) agree to compensate the other contractor for remedy of the damage, or (3) remedy the damage and attempt to settle with such other contractor by agreement, or otherwise resolve the dispute by arbitration or at law.
- B. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Engineer, the construction coordinator and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees and charges 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 other contractor against Owner, Engineer, consultants, or the construction coordinator to the extent and claim is based on or arises out of Contractor's performance of the Work. Should another contractor cause damage to the Work or property of Contractor or should the performance of work by any other contractor at the Site give rise to any other Claim, Contractor shall not institute any actions, legal or equitable, against Owner, Engineer, or the construction coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from Owner, Engineer, or the construction coordinator on account of any such damage or Claim.

C. If Contractor is delayed at any time in performing or furnishing the Work by any act or neglect of another contractor, and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, Contractor may make a Claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be Contractor's exclusive remedy with respect to Owner, Engineer, and construction coordinator for any delay, disruption, interference, or hindrance caused by any other contractor. This paragraph does not prevent recovery from Owner, Engineer, or construction coordinator for activities that are their respective responsibilities.

SC-9.03 *Project Representative*

SC-9.03 Add the following new paragraph immediately after Paragraph 9.03.A:

B. The duties, responsibilities, and limitations of authority of Project Representative shall be as set forth in the attached Exhibit "A" which is part of the engineering contract.

SC-10.01 *Authorized Changes in the Work*

SC-10.01.A. Add the following at the end of Paragraph 10.01.A.

Before a Change Order is prepared, the Contractor shall provide and deliver to the Engineer the following information concerning the Cost of Work, not subject to waiver in accordance with R.S. 38:2212M.(5), within a reasonable time after being notified to prepare said Change Order.

- A detailed itemized list of labor, material and equipment costs for the General Contractor's Work including quantities and unit costs for each item of labor, material and equipment.
- An itemized list of labor, material and equipment costs for each Subcontractor's and/or Sub-Subcontractor's Work including quantities and unit costs for each item of labor, material and equipment.

After a Change Order has been approved, no future requests for extensions of time or additional cost shall be considered for that Change Order.

SC-11.01 *Cost of the Work*

SC-11.01.A.5.c Delete Paragraph 11.01.A.5.c in its entirety and insert the following in its place:

c. Construction Equipment and Machinery:

- 1) Rentals of all construction equipment and machinery, and the parts thereof in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
- 2) Costs for equipment and machinery owned by Contractor will be paid at a rate shown for such equipment in the Equipment Rental Rate Book as defined in the Louisiana Public Bid Law, or if not available, the latest edition of "Blue Book" rates, or special equipment rates agreed to by the Owner and Engineer. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or machinery with a value of less than \$1,000 will be considered small tools.

SC-11.03 *Unit Price Work*

SC-11.03.D Delete Paragraph 11.03.D in its entirety and insert the following in its place:

D. In regards to established unit prices as originally bid the provisions of R.S. 38:2212M.(5) shall apply.

SC-12.01 *Change of Contract Price*

SC-12.01.C *Contractor's Fee.* Delete the semicolon at the end of GC 12.01.C.2.c, and add the following language:

, provided, however, that on any subcontracted work the total maximum fee to be paid by Owner under this subparagraph shall be no greater than 25 percent (15% Subcontractor and 10% Contractor) of the costs incurred by the Subcontractor who actually performs the work;

SC-12.02 *Change of Contract Times*

SC-12.02.C. Add the following new paragraph immediately after Paragraph 12.02.B:

C. The following are considered reasonably anticipated days of adverse weather on a monthly basis:

| | | | | | |
|----------|---------|--------|--------|-----------|--------|
| January | 11 days | May | 5 days | September | 4days |
| February | 10 days | June | 6 days | October | 3 days |
| March | 8 days | July | 6 days | November | 5 days |
| April | 7 days | August | 5 days | December | 8days |

The Contractor shall ask for total adverse weather days, the Contractor's request shall be considered only for days over the allowable number of days stated above.

Note: Task Orders issued under this Contract shall be on a calendar day basis.

SC-12.02.D. Add the following new paragraph immediately after Paragraph 12.02.C:

D. If adverse weather conditions are the basis for a claim for additional time, the Contractor shall document that weather conditions had an adverse effect on the scheduled construction. An increase in the contract time due to weather shall not be cause for an increase in the contract sum. At the end of each month, the Contractor shall make one Claim for any adverse weather days occurring within the month. The Claim must be accompanied by sufficient documentation evidencing the adverse days and the impact on construction. Failure to make such Claim within twenty-one (21) days from the last day of the month shall prohibit any future claims for adverse days for that month.

SC-13.03 *Tests and Inspections*

SC-13.03 Add the following new paragraphs immediately after Paragraph 13.03.F:

G. Contractor shall provide at no cost to the Owner any required specimens for testing purposes.

H. Contractor is responsible for all costs for follow-up testing required as a result of failed tests.

SC-14.02 *Progress Payments*

SC-14.02.A. Add the following new paragraphs immediately after Paragraph 14.02.A.3:

4. Application for Payment shall be made using the form provided subsequent to Award of the Contract.
5. The Application for Payment shall be executed by an authorized representative of the Contractor. An applicable document shall accompany the first Application for Payment that provides evidence as to authorizing the signature, e.g. a corporate resolution for a corporation.
6. To ensure the processing period is complied with and the processing is effectively interfaced with Owner status reporting periods and meetings, the following schedule applies:
 - a. Work included for payment shall consist of work performed prior to the monthly cutoff date. The cutoff date shall be established at the preconstruction conference in a manner to be consistent with the Owner's administrative schedule.
 - b. Contractor shall submit the original and four (4) copies of the Application for Payment to the Engineer no later than five (5) days after the cutoff date.
 - c. Engineer will process and submit the estimate to the Owner with Recommendation for Payment as provided in the General Conditions.
 - d. All estimates are to be submitted to the Engineer.
 - e. Final estimates shall be processed in accordance with the General Conditions as modified or supplemented by the Supplementary Conditions.

SC-14.02.A. Add the following new paragraphs immediately after Paragraph 14.02.A.6:

7. Normal retainage for each Task Order shall not be due the Contractor until after substantial completion and expiration of the forty-five day lien period and submission to the Engineer of a clear lien certificate, consent of surety, and invoice for retainage. Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably

stored at the site for subsequent incorporation in the Work. Payments for materials or equipment stored on the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, including applicable insurance.

SC-14.02.C. Delete Paragraph 14.02.C.1 in its entirety and insert the following in its place:

1. Thirty-five (35) days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount will (subject to the provisions of Paragraph 14.02 D) become due, and when due will be paid by Owner to Contractor except for projects funded fully or in part by a Federal reimbursement program. For such projects the Owner will make payment in a timely manner consistent with reimbursement.

SC-14.04 *Substantial Completion*

SC-14.04.A Delete Paragraph 14.04.A in its entirety and insert the following in its place:

- A. Specific items of work required to be completed prior to consideration of the Project as being substantially complete are described in the General Requirements. 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 report to the Owner recommending acceptance of the Contract as Substantially Complete.

SC-14.04.C Delete Paragraph 14.04.C in its entirety and insert the following in its place:

- C. If Engineer considers the work under a Task Order as substantially complete, Engineer will deliver to Owner a report recommending consideration of acceptance of the Contract as substantially complete. These shall be attached to the report a punch list of items to be completed or corrected before final payment. Owner shall timely consider the Engineer's recommendation of acceptance and either officially accept or reject the recommendation. If the recommendation is rejected by the Owner, the Owner shall notify the Contractor in writing, stating reasons therefore. If the recommendation is accepted by the Owner, either an adopted

governing body resolution; or a Notice of Acceptance document dated and signed by the Owner shall establish the date of Substantial Completion. The Owner will record the resolution or the Notice of Acceptance document with the Clerk of Court in the Parish in which the work has been performed. Any punch list generated during the project will include the cost estimates for the particular items of work the Engineer has developed based on the mobilization, labor, material, and equipment costs of correcting each punch list item.

SC-14.04.D Delete Paragraph 14.04.D in its entirety and insert the following in its place:

D. Warranties required by the Contract Documents shall commence on the date of Acceptance of the Work unless otherwise agreed to in writing by the Owner and Contractor. Unless otherwise agreed to in writing by the Owner and Contractor, security, maintenances, heat, utilities, damage to the Work not covered by the punch list and insurance shall become the Owner's responsibility on the Date of Substantial Completion.

SC-14.04.E Delete Paragraph 14.04.E in its entirety and insert the following in its place:

E. If all punch list items have not been completed by the end of the forty-five (45) day lien period, through no fault of the Engineer or Owner, the Owner may hold the Contractor in default. If the Owner finds the Contractor is in default, the Surety shall be notified. If within forty-five (45) days after notification, the Surety has not completed the punch list, through no fault of the Engineer or Owner, the Owner may, at his option, contract to have the balance of the Work completed and pay for such Work with the unpaid funds remaining in the Contract sum.

SC-14.04.F Delete Paragraph 14.04.F in its entirety and insert the following in its place:

F. At the end of the 45 day lien period payment shall be approved for all punch list items completed up to that time. After that payment, none of the remaining funds shall be due the Contractor until all punch list items are completed and are accepted by the Engineer. If funds remaining are less than that required to complete the Work, the Contractor shall pay the difference.

Final Payment

SC-14.07

SC-14.07.A

Add the following paragraph immediately after Paragraph 14.07.A.2.d:

- e. A certified clear lien certificate on a Task Order shall be obtained from the Clerk of Court-Ex Officio Recorder of Mortgages after 45 days from the recordation date of the certificate of substantial completion.

Methods and Procedure

SC-16.01

SC-16.01

Delete Article 16 - Dispute Resolution in its entirety and insert the following in its place:

- A. Nothing in the Contract shall be legally construed to mean that any express or implied incidental obligation exists under this Contract that required the Owner to engage in arbitration or mediation with Contractor in relation to any dispute arising out of this Contract. Owner expressly reserves the right to determine if arbitration or mediation of a dispute is in the best interest. The Owner's discretion concerning a decision to agree to arbitration of a dispute, or not, is absolute and shall not be reviewable by any court as breach of this Contract.

SC-17.01

Giving Notice

SC-17.01

Add the following new paragraph immediately after Paragraph 17.01.A.2:

- 3. Notice is copied and delivered/mailed in like manner to the Engineer.

SC-17.05

Controlling Law

SC-17.05

Delete Paragraph 17.05.A in its entirety and insert the following in its place:

- A. This Contract is to be governed by the nearest District Court to the location of the Project; and overriding distance, the District Court within the Parish where the Project is located, if such District Court exists.

Recovery of Attorney's Fees

SC-17.07

SC-17.07

Add the following new paragraph immediately after Paragraph 17.06:

- A. In the event that it is necessary to enforce this contract in any judicial forum, the parties agree that whoever substantially prevails in the litigation shall be entitled to its reasonable attorney's fees as fixed by the court.

Precedence Between Federal Compliance Provisions and Other Provisions

SC-17.08

SC-17.08

Add the following new paragraph immediately after Paragraph 17.07:

- A. Where discrepancies between federal compliance provisions, if any, and other Contract Documents exist, the federal compliance provisions shall take precedence.

Ownership and Use of Drawings, Specifications and Other Instruments of Service

SC-17.09

SC-17.09

Add the following new paragraph immediately after Paragraph 17.08:

- A. All Drawings, Specifications and all other documents and things (in electronic and/or tangible form) prepared by the Engineer (or Engineer's consultants) are deemed work made for hire and shall be the property of the Owner, including all copyrights thereto as provided in R.S. 38:2317.

Contractor and Subcontractor Employees

SC-17.10

SC-17.10

Add the following new paragraph immediately after Paragraph 17.09:

Contractor and its employees, officers, agents, representatives, and Subcontractors shall conduct themselves in an appropriate and professional manner, in accordance with the Owner's requirements, at all times while working on the Project. Any such individual who behaves in an inappropriate manner or who engages in the use of inappropriate language or conduct while on Owner's property, as determined by the Owner, shall be removed from the Project at the Owner's request. Such individual shall not be permitted to return without the written permission of the Owner. The Owner shall not be responsible or liable to Contractor or any Subcontractor for any additional costs, expenses, losses, claims or damages incurred by Contractor or its Subcontractor as a result of the removal of an individual from the Owner's property pursuant to this paragraph. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

Human Remains, Archeological Sites, Etc.

SC-17.11

SC-17.11 Add the following new paragraph immediately after Paragraph 17.10:

- A. If, during the course of the Work, the Contractor discovers human remains, unmarked burial or archaeological site, burial artifacts, or wetlands, which are not indicated in the Contract Documents, the Contractor shall follow all procedures mandated by State and Federal law, including but not limited to R.S. 8:671 et seq., R.S. 49:213.1 et seq., and Sections 401 & 404 of the Federal Clean Water Act. Request for adjustment of the Contract Sum and Contract Time arising from the existence of such remains or features shall be submitted in writing to the Owner pursuant to the Contract Documents.

Subcontractor Responsibility

SC-17.12

SC-17.12 Add the following new paragraph immediately after Paragraph 17.11:

- A. The Contractor shall be solely responsible for selection and performance of all subcontractors. The Contractor shall not be entitled to claims for additional time and/or an increase in the contract sum due to a problem with performance or non- performances of a subcontractor.

ASCENSION PARISH COUNCIL
Asphaltic Concrete Pavement
Preservation 2023

SUPPLEMENTARY CONDITIONS

EXHIBIT A

DUTIES, RESPONSIBILITIES AND LIMITATIONS OF
AUTHORITY OF PROJECT REPRESENTATIVE

EXHIBIT A

Duties, Responsibilities and Limitations of Authority of Project Representative

ENGINEER shall furnish a Project Representative ("RR"), assistants and other field staff to assist ENGINEER in observing progress and quality of the work of CONTRACTOR.

Through more extensive on-site observations of the Work in progress and field checks of materials and equipment by the PR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of CONTRACTOR. However, ENGINEER shall not, during such visits or as a result of such observations of CONTRACTOR's work in progress, supervise, direct, or have control over CONTRACTOR's work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by CONTRACTOR, for safety precautions and programs incident to the work of CONTRACTOR, for any failure of CONTRACTOR to comply with laws, rules, regulations, ordinances, codes or orders applicable to CONTRACTOR's performing and furnishing the work, or responsibility of construction for CONTRACTOR's failure to furnish and perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the PR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

PR is ENGINEER's agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding PR's actions. PR's dealings in matters pertaining to the on-site Work shall in general be with ENGINEER and CONTRACTOR, keeping OWNER advised as necessary. PR's dealings with Subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. PR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of PR

1. *Schedules:* Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.

2. *Conferences and Meetings:* Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. *Liaison:*

a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of Contract Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.

b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

4. *Shop Drawings and Samples:*

- a. Record date of receipt of Shop Drawings and Samples.
- b. Receive Samples, which are furnished at the Site by CONTRACTOR, and notify ENGINEER of availability of Samples for examination.
- c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by ENGINEER.

5. *Review of Work, Rejection of Defective Work, Inspections and Tests:*

- a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to ENGINEER whenever PR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that PR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

6. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.

7. *Modifications:* Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with PR's recommendations to ENGINEER. Transmit to CONTRACTOR in writing decisions as issued by ENGINEER.

8. *Records:*

- a. Maintain at the job Site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including all Work Change Directives, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to CONTRACTOR and other Project related documents.
- b. Prepare a daily report or keep a diary or log book, recording CONTRACTOR's hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

c. Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.

9. *Reports:*

a. Furnish to ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.

c. Draft proposed Change Orders and Work Change Directives, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Change Directives, and Field Orders.

d. Report immediately to ENGINEER and OWNER the occurrence of any accident.

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

11. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

12. *Completion:*

a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.

b. Observe whether CONTRACTOR has had performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the Work, including but not limited to those to be performed by public agencies having jurisdiction over the Work.

c. Conduct a final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.

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

C. Limitations on Authority of PR

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by ENGINEER.

2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.

3. Shall not undertake any of the responsibilities of CONTRACTOR, Subcontractor, Suppliers, or CONTRACTOR's superintendent.

4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.

6. Shall not accept Shop Drawing or Sample submittals from anyone other than CONTRACTOR.

7. Shall not authorize OWNER to occupy the Project in whole or in part.

8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

ASCENSION PARISH COUNCIL

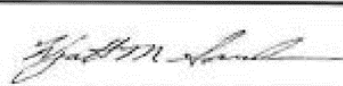
Asphaltic Concrete Pavement
Preservation 2023-2024

EXHIBIT B

EXHIBIT B1 - " SAMPLE CERTIFICATE OF INSURANCE -
INSURED/CONTRACTOR"

EXHIBIT B2 – "SAMPLE CERTIFICATE OF INSURANCE –
INSURED/OWNER"

EXHIBIT B1 - CERTIFICATE OF INSURANCE - INSURED/CONTRACTOR

| | | | | | | |
|---|---|---|---|--------------------------------------|---|--|
| ACORD | | CERTIFICATE OF LIABILITY INSURANCE | | | DATE (MM/DD/YY) | |
| PRODUCER ABC Agency 123 Street Anywhere USA | | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | | | | |
| INSURED John Doe Construction Co. 1 Construction Lane Builder City USA | | COMPANIES AFFORDING COVERAGE | | | | |
| | | COMPANY A XYZ Insurance Co | | | | |
| | | COMPANY B | | | | |
| | | COMPANY C | | | | |
| | | COMPANY D | | | | |
| COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | | | | | |
| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
| | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTOR'S PROT. <input checked="" type="checkbox"/> Additional Insured: Pan American Engineers/Iberville Parish Council <input checked="" type="checkbox"/> Waiver of Rights of Recovery: Pan American Engineers/Iberville Parish Council | 1111111 | 01/01/07 | 01/01/08 | GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 2,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any One Fire) \$ 50,000 MED. EXP (Any One Person) \$ 5,000 | |
| | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Additional Insured: Pan American Engineers/Iberville Parish Council <input checked="" type="checkbox"/> Waiver of Rights of Recovery: Pan American Engineers/Iberville Parish Council | 2222222 | 01/01/07 | 01/01/08 | COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ | |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____ <input type="checkbox"/> _____ | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$ | |
| | EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL | 3333333 | 01/01/07 | 01/01/08 | <input type="checkbox"/> WC STAT- TORY LIMITS <input type="checkbox"/> OTHER EACH ACCIDENT \$ 100,000 DISEASE-POLICY LIMIT \$500,000 DISEASE-EACH EMPLOYEE \$100,000 | |
| | OTHER: | | | | | |
| DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS | | | | | | |
| CERTIFICATE HOLDER Pan American Engineers, LLC P.O. Box 89 Alexandria, LA 71309 | | | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE ABC Agency  | | | |
| ACORD 25-S (1/95) | | | Certificate # | | | |

Certificate #

THIS FORM RESOLUTION, OR OTHER SIMILAR WRITTEN EVIDENCE OF AUTHORITY, MAY BE
REQUIRED TO BE SUBMITTED WITH BID (SEE INSTRUCTIONS TO BIDDERS -ARTICLE 12.2)

SECTION 00900

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF
_____, INCORPORATED.

AT THE MEETING OF DIRECTORS , DULY NOTICED AND HELD ON
_____, 2022, A QUORUM BEING THERE PRESENT, ON
MOTION DULY MADE AND SECONDED. IT WAS:

RESOLVED THAT _____, BE AND IS HEREBY
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY -
IN-FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT
ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING,
CONCERNS AND TRANSACTIONS WITH THE ASCENSION PARISH COUNCIL,
THE GOVERNING AUTHORITY OF THE ASCENSION PARISH COUNCIL OR ANY
OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT
NOT LIMITED TO THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS,
AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE
AND RECEIPT THEREFOR ALL PURCHASE ORDERS AND NOTICES ISSUED
PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS
CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING AND
ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND
ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND
CORRECT COPY OF AN EXCERPT OF THE MINUTES OF THE
ABOVE DATED MEETING OF THE BOARD OF DIRECTORS
OF SAID CORPORATION, AND THE SAME HAS NOT BE
REVOKED OR RESCINDED.

SECRETARY-TREASURER

DATE

SECTION 00910

CONTRACTOR AFFIDAVIT (R.S. 38:2224)

STATE OF LOUISIANA

PARISH OF _____

BE IT KNOWN, that on this _ day of, _____, 2019, before me the undersigned Notary Public, duly commissioned and qualified, within and for the Parish of _____, State of Louisiana, personally came and appeared _____, as the duly authorized agent of _____ who after being by me first duly sworn, did depose and say:

That _____ has/have been selected as Contractor for the Parish of Ascension for PROJECT NAME: Asphaltic Concrete Pavement Preservation 2023 and that affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course or their duties for affiant; and

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

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

WITNESSES:

_____ **BY:** _ _ _ _ _

Sworn to and subscribed before me this _____ day of _____, 2022

Notary Public

(NOT REQUIRED TO BE SUBMITTED WITH BID)
SUBMIT BY THE LOW BIDDER WITHIN 10 DAYS AFTER BID OPENING

SECTION 00920

ATTESTATION FORM
(R.S. 38:2227)
(Past Criminal Convictions of Bidders)

Asphaltic Concrete
Pavement Preservation
2023
NAME OF PROJECT

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

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

- A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:
- | | |
|---------------------------------------|------------------------------------|
| (a) Public bribery (R.S. 14:118) | (c) Extortion (R.S. 14:66) |
| (b) Corrupt influencing (R.S. 14:120) | (d) Money laundering (R.S. 14:230) |
- B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:
- | | |
|--|--|
| (a) Theft (R.S. 14:67) | (f) Bank fraud (R.S. 14:71.1) |
| (b) Identity Theft (R.S. 14:67.16) | (g) Forgery (R.S. 14:72) |
| (c) Theft of a business record (R.S.14:67.20) | (h) Contractors; misapplication of payments (R.S. 14:202) |
| (d) False accounting (R.S. 14:70) | (i) Malfeasance in office (R.S. 14:134) |
| (e) Issuing worthless checks (R.S. 14:71) | |

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

SIGNATURE OF AUTHORIZED
SIGNATORY OF BIDDER

(NOT REQUIRED TO BE SUBMITTED WITH BID)
SUBMIT BY THE LOW BIDDER WITHIN 10DAYS AFTER BID OPENING

SECTION 00930

AFFIDAVIT FORM
(R.S. 38:2212.10(C))
(Verification of Employees)

PARISH OF ASCENSION, LOUISIANA

Asphaltic Concrete Pavement
Preservation 2023
NAME OF PROJECT

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

LA. R.S. 38:2212.10 Verification of Employees

- A. Appearer is registered and participates in a status verification system to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens.
- B. If awarded the contract, Appearer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
- C. If awarded the contract, Appearer shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

SIGNATURE OF AUTHORIZED SIGNATORY
OF BIDDER

WITNESSES:

_____ B Y : _____

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

Notary Public

ASCENSION PARISH COUNCIL

Asphaltic Concrete Pavement
Preservation 2023-2024

GENERAL REQUIREMENTS

- DIVISION 1 - GENERAL PROVISIONS
- DIVISION 2 - SITE WORK

ASCENSION PARISH COUNCIL

Asphaltic Concrete Pavement
Preservation 2023-2024

DIVISION 01 - GENERAL PROVISIONS

- Section 01010 - SUMMARY OF WORK
- Section 01011 - DRAWINGS
- Section 01015 - GENERAL CONDUCT OF WORK
- Section 01016 - PROTECTION OF EXISTING UTILITIES
- Section 01150 - MEASUREMENT AND PAYMENT
- Section 01340 - SHOP DRAWINGS, SAMPLES AND PRODUCT
DATA
- Section 01400 - MOBILIZATION
- Section 01500 - TEMPORARY FACILITIES
- Section 01560 - MAINTENANCE OF WORK SITE
- Section 01700 - TASK ORDER CLOSEOUT
- Section 01710 - CLEANING
- Section 01716 - ANNUAL PARISH ROAD ASSESSMENT REPORT

SECTION 01010

SUMMARY OF WORK

PART 1 - GENERAL

I.1 Scope of Work and Contract Term:

A. The intent of this Program is to obtain a one-year Parish-wide contract for asphaltic concrete pavement preservation improvements for Parish roads, drives, and other public surfacing assets; with the option, by mutual consent, to extend or renew the term for one (1) additional year up to 3 years.

B. This project provides for the implementation of pavement preservation measures for asphaltic concrete roads and Portland cement concrete roads. Preventative maintenance as part of this contract includes the sealing of random cracks and joints in asphaltic concrete roads and Portland cement concrete roads. The project also includes the application of Texture Bituminous Surface Treatment, Asphalt Rejuvenator surface Treatment, and High Polymer fog seal on asphaltic concrete roads, where directed by the Engineer.

C. All work under this contract may be applied to any of the roads listed in EXHIBIT C

1.2 Task Order Basis: Work is planned to be undertaken on a Task Order basis for projects as such are identified by the Parish Public Works Department as a roadway improvements need.

1.3 Minimum and Maximum Task Orders: The minimum value of any Task Order will be \$5,000. The maximum value of any Task Order will be \$200,000. The maximum value of Task Orders issued within a single twelve (12) month period is estimate to not exceed \$1,500,000.00.

1.4 Prices and Payments: The Unit Price Form Bid Form of Bid Items does not constitute a complete outline of the work to be performed by the Contractor; but is merely a list of work items to which unit prices are to be applied in computing Contractor's compensation. The estimated quantities shown are solely for the purpose of facilitating a comparison of Bids. It is possible that work under any particular bid item(s) may not be utilized/initiated over the life of the project. The Owner shall not be responsible if this situation should occur.

1.5 Workmanship and Materials:

- A. Work shall be performed and completed in a thorough, workman-like manner and in accordance with the latest proven practices of the trade by thoroughly skilled and experienced workmen.
- B. Work shall be performed and completed using the latest standard industrial practices, notwithstanding any omissions from these specifications or drawings.
- C. Materials furnished shall be new and conform to Technical Specifications .
- D. Contractor shall be required to remove all materials from the work site that do not conform to Specifications and shall replace them with materials that conform.
- E. Contractor shall immediately correct deficiencies discovered during work or after completion, within the statutory one (1) year warranty period.
- F. Contractor shall have required equipment on hand at time of bid.

1.6 Notifications and Owner/Engineer Field Observations:

- A. The Contractor shall be required to notify the Engineer before the initiation of any work under an issued Task Order.
- B. Parish representatives and Engineer shall be authorized to observe all materials and work performed. Such observation will not relieve the Contractor from any obligation to perform the work in accordance with the requirement of these Specifications.

1.7 Task Order Procedures:

- A. A Task Order may be issued at any time within one year of the date of the Agreement; and within the extended term of an additional one (1) year, up to 3 years, by mutual consent.
- B. A list of streets or locations where asphalt work is being planned will be prepared by the Parish Department of Operations. Approval to expend funds at a particular location shall be made by the Parish President's Office.
- C. The Parish President will provide a listing of approved locations for Task Order consideration and instruct the Engineer to coordinate the Task Order work.
- D. The Engineer will coordinate a site inspection of each area with the CONTRACTOR. Utilizing the unit prices included in this Contract, the Engineer and CONTRACTOR shall develop a quantity takeoff and make an extension of unit prices to develop an estimate of cost for asphaltic concrete and related work for each location. Each separate grouping of logical contiguous or adjacent streets or locations will be coordinated in a Task Order.
- E. Materials to be incorporated into the Task Order shall be provided by the CONTRACTOR.

- F. Decisions as to the scope of each Task Order, the thickness of pavement to be installed and the class of base and subbase construction, if any, will be made by the Engineer.
- G. Decisions as to whether or not existing asphalt surfaces or pavements and bases are to be removed will be made by the Engineer.
- H. Decisions as to base construction or reconstruction, if any, will be made by the Engineer.
- I. A Notice to Proceed will be issued for each street, group of streets or location by Task Order. All Task Orders will be recorded at the Ascension Parish Clerk of Court - Ex- Officio Recorder of Mortgages' Office.
- J. Payment in the amount of the value of the work completed will be made to the CONTRACTOR, less retainage, within thirty (30) days of presentation of an approved invoice.
- K. When all work under a particular Task Order has been completed, the CONTRACTOR shall request an inspection of the Work. The Engineer shall schedule an inspection and make a report of his findings. Any deficiencies reported shall be corrected by the CONTRACTOR before a request is made for a follow-up inspection.
- L. Upon approval, a "Certificate of Acceptance of Work Task" shall be issued by the Engineer to the OWNER. Upon the OWNER rendering his approval, the Certificate shall be recorded with the office of the Ascension Parish Clerk of Court and Ex-Officio Recorder of Mortgages, beginning the forty-five (45) day lien period. The retainage shall be paid to the CONTRACTOR upon expiration of the 45 day lien period and presentation of a certificate of no lien and of an invoice for the retainage funds withheld.
- M. The one (1) year warranty period for work completed under each Task Order will begin on the date that the Parish President signs the "Certificate of Acceptance of Work Task".
- N. See Appendix I to this Section for Process Chart for Task Order Development, Pricing, and Execution.

1.8 Specifications:

- A. Specifications: The SECTIONS of the General Requirements consist of four (4) parts: General, Products, Execution and Measurement and Payment. The General Part contains general requirements which govern the work. The Products and Execution Parts modify and supplement the General Part by providing detailed requirements of the work and shall always govern whenever there appears to be a conflict. The Measurement and Payment Part defines and describes the methods by which the work will be measured and on what basis the payments will be made.

B. Intent:

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

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

C. Conflict Between Drawings and Specifications: Where an obvious conflict exists between the Drawings and Specifications, the ENGINEER shall decide which governs and the CONTRACTOR shall comply with the decision. Such decision shall not be grounds for additional payment to the CONTRACTOR, i.e. the CONTRACTOR shall include the price of the most expensive alternative in his Bid.

1.9 Underground Utilities:

A. It shall be the responsibility of the CONTRACTOR to locate all underground utilities that may conflict with the proposed work. The CONTRACTOR shall also comply with the requirements of Section 01016 - Protection of Existing Utilities.

B. The OWNER will assist the CONTRACTOR in locating OWNER'S water, gas and sewer utilities; however, it shall be the CONTRACTOR'S responsibility for locating and protecting the utilities once located.

C. The CONTRACTOR shall be responsible for repairing all damage done to any underground utilities as a result of construction activities, at no cost to the Owner.

D. The CONTRACTOR shall contact Louisiana One Call in accordance with Section 01016 - Protection of Existing Utilities.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 General: Perform all work within the limits indicated on the Drawings and described herein, all to the OWNER'S satisfaction.

PART 4 - MEASUREMENT AND PAYMENT (NOT USED)

- END OF SECTION -

SECTION 01011

DRAWINGS

PART 1 - GENERAL

1.1 Scope: This Section includes standard details related to asphaltic concrete installations and shall be used by the CONTRACTOR in determining unit prices and construction methods.

The Drawings are bound herewith and are numbered and designated as follows:

| <u>Sheet No.</u> | <u>Designation</u> |
|------------------|----------------------|
| 1..... | Project Area Map |
| 2 | General Requirements |
| 3 | Joint Details |

1.3 Drawings and Specifications Issued to Successful Bidder: Drawings and Specifications Issued to Successful Bidder: The successful Bidder for this Contract will be furnished four (4) complete sets of Drawings and Specifications at no cost. If, during the prosecution of work, the CONTRACTOR should deem it necessary to have additional sets of Drawings and Specifications they may be purchased from the ENGINEER at the cost of reproduction.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 The WORK shall conform to the Drawings and Specifications prepared by the ENGINEER. The WORK shall conform to such other Drawings relating to the project as may be exhibited by the OWNER and the ENGINEER prior to the opening of proposal and which are included with the above Drawings and Specifications for the CONTRACTOR'S use in making his bid. The WORK shall also conform to such Drawings and Specifications as may be furnished from time to time during construction, including changes of detail as the ENGINEER may consider necessary because of conditions that are found to exist during construction.

PART 4 - MEASUREMENT AND PAYMENT (NOT USED)

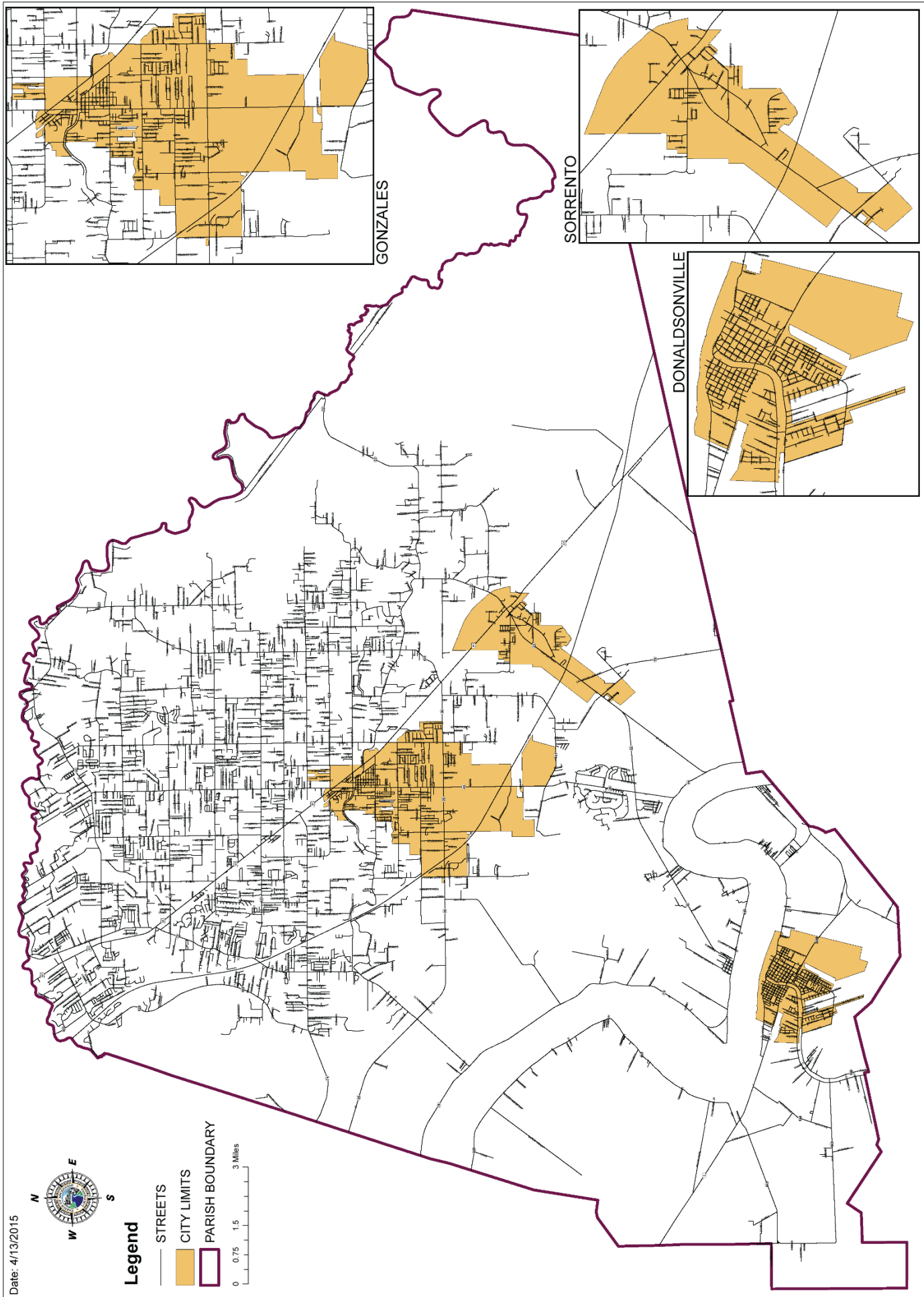
- END OF SECTION -

Date: 4/13/2015



Legend

- STREETS
 - CITY LIMITS
 - PARISH BOUNDARY
- 0 0.75 1.5 3 Miles



PARISH OF ASCENSION
Asphaltic Concrete Pavement
Preservation 2023-2024

GENERAL REQUIREMENTS

A LIST OF ROADWAYS, STREETS AND SITES WHERE PREVENTIVE MAINTENANCE WORK IS BEING PLANNED WILL BE PREPARED BY THE PUBLIC WORKS DEPARTMENT. APPROVAL TO EXPEND FUNDS ON A PARTICULAR ROADWAY, STREET OR SITE SHALL BE MADE BY THE PARISH PRESIDENT.

THE PARISH PRESIDENT'S OFFICE WILL PROVIDE A LISTING OF APPROVED ROADWAYS, STREETS AND SITES PLANNED FOR IMPROVEMENTS AND INSTRUCT THE ENGINEER TO COORDINATE THE WORK FOR DEVELOPMENT OF RESPECTIVE TASK ORDERS.

THE ENGINEER SHALL MAKE A JOINT INSPECTION OF EACH ROADWAY, STREET OR SITE WITH THE CONTRACTOR. UTILIZING THE UNIT PRICES INCLUDED IN THIS CONTRACT, THE ENGINEER AND CONTRACTOR SHALL DEVELOP A QUANTITY TAKEOFF AND MAKE AN EXTENSION OF UNIT PRICES TO DEVELOP AN ESTIMATE OF COST FOR CONCRETE PAVEMENT AND SIDEWALK IMPROVEMENTS. FURTHER, THE ENGINEER AND CONTRACTOR SHALL INCLUDE THE TASK ORDER COMPLETION TIME, WHICH SHALL BE NOTED IN THE TASK ORDER.

UPON ESTABLISHMENT OF THE VALUE OF THE WORK AND COMPLETION TIME, A TASK ORDER SHALL BE PREPARED WHICH ESTABLISH AUTHORIZED UNITS OF WORK, ESTIMATED QUANTITIES, ESTIMATED TOTAL VALUE OF THE TASK ORDER, AND COMPLETION TIME. THE TASK ORDER WILL ALSO INCLUDE A GENERAL DESCRIPTION OF THE WORK; AND IF APPLICABLE A SKETCH OR PLAN OF LIMITS OF WORK. THE TASK ORDER WILL BE EXECUTED BY THE CONTRACTOR, OWNER, AND ENGINEER. THE CONTRACTOR SHALL SECURE PERFORMANCE AND PAYMENT BOND TOTALING THE VALUE OF THE TASK ORDER.

FULLY EXECUTED TASK ORDERS WILL BE PROVIDED TO THE OWNER AND CONTRACTOR. A FULLY EXECUTED TASK ORDER, ALONG WITH CONTRACT SECURITY BONDS WILL BE RECORDED WITH PARISH CLERK OF COURT AND EX-OFFICIO RECORDER OF MORTGAGES.

AFTER PROCESSING AND RECORDATION OF THE TASK ORDER, THE ENGINEER SHALL THEN ISSUE A PROCEED FOR THAT ELEMENT OF WORK.

TASK ORDERS UNDER THIS CONTRACT MAY BE ISSUED FOR A PERIOD OF 2 YEARS FROM THE DATE OF THE CONTRACT (CONTRACT BETWEEN OWNER AND CONTRACTOR); AND EXTENDED FOR 1 ADDITIONAL YEAR, BY MUTUAL CONSENT.

LIQUIDATED DAMAGES OF FIVE HUNDRED AND 0/100 DOLLARS (\$500.00) SHALL BE ASSESSED FOR EACH CALENDAR DAY THAT EXPIRES BEYOND THAT AS ESTABLISHED UNDER EACH TASK ORDER.

DECISION AS TO THE THICKNESS AND WIDTH OF CONCRETE TO BE INSTALLED WILL BE MADE BY THE ENGINEER OR OWNER.

DECISION AS TO THE SIZE AND TYPE OF DRIVEWAYS AND PARKING TO BE INSTALLED WILL BE MADE BY THE ENGINEER OR OWNER AFTER REVIEW OF THE SITES.

DECISION AS TO WHETHER OR NOT ROAD BASE IS TO BE RECONSTRUCTED WILL BE MADE BY THE ENGINEER OR OWNER.

WHEN ALL WORK UNDER A PARTICULAR TASK ORDER HAS BEEN COMPLETED, THE CONTRACTOR SHALL REQUEST AN INSPECTION OF THE WORK. THE ENGINEER SHALL SCHEDULE AN INSPECTION AND MAKE A REPORT OF HIS FINDINGS TO THE OWNER. ANY DEFICIENCIES REPORTED SHALL BE CORRECTED BY THE CONTRACTOR BEFORE A REQUEST IS MADE FOR A FOLLOW-UP INSPECTION AND FINAL ACCEPTANCE.

WHEN ALL WORK UNDER A PARTICULAR TASK ORDER HAS BEEN COMPLETED, THE ENGINEER SHALL RECOMMEND AND THE OWNER WILL ISSUE A CERTIFICATE OF ACCEPTANCE. THE DATE OF THIS CERTIFICATE OF ACCEPTANCE SHALL BEGIN THE ONE (1) YEAR WARRANTY PERIOD FOR THE SEGMENT OF WORK INCLUDED UNDER A TASK ORDER.

UPON COMPLETION OF ALL WORK UNDER A TASK ORDER, THE ENGINEER WILL SECURE THE OWNER'S SIGNATURE ON THE RELATED CERTIFICATE(S) OF ACCEPTANCE. THE ACCEPTANCE DOCUMENT SHALL BE RECORDED BY THE OWNER WITH THE PARISH CLERK OF COURT AND EX-OFFICIO RECORDER OF MORTGAGES OFFICE AND BEGIN THE FORTY FIVE (45) DAY LIEN FREE PERIOD.

THE OWNER WILL WITHHOLD RETAINAGE AS SPECIFIED ELSEWHERE FOR THE FORTY FIVE (45) DAY LIEN PERIOD FOR ALL WORK OFFERED UNDER EACH TASK ORDER AS ISSUED. SEPARATE ACCEPTANCES AND RECORDATIONS FOR EACH TASK ORDER WILL BE PREPARED.

IT IS ANTICIPATED THE TOTAL OF EACH TASK ORDER UNDER THIS CONTRACT WILL BE BETWEEN \$5,000 AND \$200,000.

SECTION 01015

GENERAL CONDUCT OF WORK

PART 1 -GENERAL

1.1 Scope: This Section generally describes the manner in which work for each Task Order shall be conducted.

1.2 Coordination of Work: The CONTRACTOR shall be responsible for the coordination of all work so that any and all Task Orders that may be issued can be completed within the time stipulated in each Task Order.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

3.1 Handling and Storage:

A. The CONTRACTOR shall, at his own expense, handle, haul, and distribute all materials and all surplus materials for the different portions of the work, as necessary. He shall provide suitable and adequate storage room for materials and equipment during the progress of the work and be responsible for loss, or damage to, materials and equipment furnished by him, until the final acceptance of work.

B. All excavated materials, construction of equipment, materials and equipment to be incorporated in the work shall be placed so as not to injure the work and so that free access can be had at all times to all parts of the work and to all public utility installations in the vicinity of the work.

C. Storage charges and demurrage charges by transportation companies and vendors, which result from delays in handling, shall be borne by the CONTRACTOR.

3.2 Sequence of Work for Each Task Order: The WORK shall be carried on in such a manner and in a sequence designed so that work performed during each day shall be cleaned and neatly dressed at the end of that day. The WORK in any one area will be carried out so that interruption or access to and from homes and businesses will be minimized; and so that access to the area for pedestrians, fire protection and other vital services can be maintained at least on a limited basis. The OWNER may order a change in the sequence of the work if it is found that by the circumstance of the construction operation, a section of the public or private thoroughfare will be blocked off or unduly inconvenienced. The CONTRACTOR will not be allowed to obstruct private driveways or approaches or to dig up or occupy public streets and highways with the materials more than is absolutely necessary for the prosecution of the work.

3.3 Layout of Work: The CONTRACTOR shall lay out his work and shall be responsible for all measurements in connection therewith. All detailed construction surveys and aids such as cut stakes, batter boards, etc., shall be developed or provided by the CONTRACTOR. The CONTRACTOR shall verify all grades, lines, levels and dimensions shown on the Drawings or Specifications and report any errors or inconsistencies to the ENGINEER before commencing work.

3.4 Existing Utilities: The WORK will be located in the vicinity of existing water, sewer, gas, telephone and electric lines, and the CONTRACTOR shall handle his work in a manner so as not to damage the existing utilities. The CONTRACTOR shall support by shoring, ties, or other means, the existing lines as necessary to prevent damage to them; and shall be responsible for any damage his work does to them. The CONTRACTOR shall repair or pay for any repairs to them occasioned by damage done to them by his work. The CONTRACTOR shall notify the proper office when his work is near their facilities so that they may send persons to advise about the work which may affect their facilities. It will be the CONTRACTOR'S responsibility to locate the utilities in advance of his work, and plan his work ahead so as to best carry on his work in a manner to insure no damage to the existing facilities.

3.5 Private Property: The CONTRACTOR shall not use or occupy private property which falls outside of the rights-of-way or servitudes or OWNER's property without obtaining authority independently from respective owners. CONTRACTOR shall remove all trash, debris, spoil, etc. that may be left or result from construction and shall not dispose of or leave said material on private property in the general vicinity of the project.

3.6 Preservation of Fences and Existing Vegetation: The CONTRACTOR shall preserve and protect all fences and existing vegetation such as trees, shrubs, and grass on or adjacent to the site which do not unreasonably interfere with the construction as may be determined by the ENGINEER. The CONTRACTOR will be responsible for all unauthorized cutting or damaging of fences and trees and shrubs, including damage due to careless operation of equipment. Care shall be taken by the CONTRACTOR in cutting fences and in falling trees authorized for removal to avoid any unnecessary damage to fences and vegetation that are to remain in place. Any limbs or branches of trees broken during such operations shall be trimmed with a clean cut and painted with an approved tree pruning compound if required by the ENGINEER. The CONTRACTOR will be liable for and will be required to replace or restore at his own expense all fences and vegetation not protected and preserved as required herein that may be destroyed or damaged. Lawns shall be excavated only after the sod or turf has been carefully removed before commencement of trenching operations. Sod or turf shall be wetted as required and stored until backfill is complete. Upon completion of backfill the turf and fences shall be replaced in a strictly neat and workmanlike manner, and lawn areas shall be restored as near as possible to their original condition prior to excavation.

PART 4 - MEASUREMENT AND PAYMENT

4.1 Measurement and Payment: Work under this Section will not be measured for payment. The cost of this work shall be included in other items to which it is subsidiary.

- END OF SECTION -

SECTION 01016

PROTECTION OF EXISTING UTILITIES

PART 1 - GENERAL

1.1 Scope: This Section describes the work required for the locating of existing underground utilities along the route of the proposed work under any Task Order.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 General: It shall be the responsibility of the CONTRACTOR to locate all underground utilities that may conflict with the proposed work. The CONTRACTOR shall be responsible for repairing all damage to underground utilities as a result of construction activities, at no cost to the OWNER. The CONTRACTOR shall contact Louisiana One Call by phone at 811 so that those utility owners who participate in the Louisiana One Call system can mark the field location of their underground utilities. The CONTRACTOR shall also contact owners of other underground facilities that may be affected for information as to their location.

PART 4 - MEASUREMENT AND PAYMENT

4.1 Measurement and Payment: Work under this Section will not be measured for payment. The cost of this work shall be included in other items to which it is subsidiary.

- END OF SECTION -

SECTION 01150

MEASUREMENT AND PAYMENT

PART 1 -GENERAL

1.1 Scope:

A. The Bid Items are defined in Part 4 - Measurement and Payment of the individual Sections of the Specifications.

B. The Contract prices included in the Bid Form will be full compensation for all labor, materials, tools, equipment and incidentals necessary to complete the item as shown on the Drawings and/or as described in the Specifications to be performed under this Contract. Actual quantities of each item bid on a unit price basis will be determined upon completion of the construction. Payment for the actual quantities at the unit price bid will constitute full compensation for all work to be performed under this Contract.

PART 2 - PRODUCTS (NOT USED)

PART 3 -EXECUTION

3.1 Work Not Listed as a Bid Item: Work not listed as a Bid Item will not be paid for separately; it will be considered as a subsidiary obligation of the Contract and paid under other contract items.

3.2 Unit Price Work and Bid Form Abbreviations:

A. The Work will be measured by units listed in the Bid Form and payment will be made for the actual quantity constructed whether more or less than the estimated quantities listed therein, and payment will be made at the unit price quoted in the Bid Form multiplied by the actual quantity of units constructed.

B. The term L.F. means linear foot, S.Y. means square yard, C.Y. means cubic yard, Mfbm means thousand foot, board measure, LB means Pounds.

PART 4 - MEASUREMENT AND PAYMENT (NOT USED)

- END OF SECTION -

SECTION 01340

SHOP DRAWINGS, SAMPLES AND PRODUCT DATA

PART 1 - GENERAL

1.1 Scope: This Section covers the submission and approval of shop drawings, samples, and other relevant project data.

1.2 Materials: Unless otherwise indicated on the Drawings or specified, only new materials and equipment shall be incorporated in the work. All materials and equipment furnished by the CONTRACTOR to be incorporated in the work shall be subject to the inspection and approval of the ENGINEER. No material shall be processed for, fabricated for, or delivered to the work without prior approval of the ENGINEER.

1.3 Submission Schedule: The CONTRACTOR shall submit data relating to the materials and equipment he proposes to incorporate into the work, in sufficient detail to enable the ENGINEER to identify the particular product in question and to form an opinion as to its conformity to the contract requirements. Such data shall be submitted in a manner similar to that specified for shop drawings.

1.4 Samples:

A. If the OWNER so requires, either prior to beginning or during the progress of the work, the CONTRACTOR shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the Specifications. Such samples, including concrete test cylinders, shall be furnished, taken, stored, packed, and shipped as directed, at the expense of the OWNER. Except as otherwise specified, the OWNER shall make arrangements for, and pay for, the tests. Any subsequent tests required due to failure of samples to meet specifications shall be at the expense of the CONTRACTOR.

B. When required, the CONTRACTOR shall furnish to the OWNER triplicate sworn copies of manufacturer's shop or mill test (or reports from independent testing laboratories) relative to materials, equipment performance ratings and concrete data.

C. After approval of the samples, data, etc. the materials and equipment used on the work shall correspond therewith.

1.5 Shop Drawings/Submittals:

A. The CONTRACTOR shall submit for approval five (5) print copies of shop drawings of materials fabricated especially for this contract, and of equipment and materials of which such drawings are specifically requested. Two (2) copies will be returned to the CONTRACTOR.

B. Such drawings shall show the principal dimensions, weight, structural and operating features, performance characteristics and wiring diagrams, space required, clearances, type and/or brand of finish or shop coat, grease fittings, etc., depending on the subject of the drawings. When it is customary to do so, when the dimensions are of particular importance, or when so specified, the drawings shall be certified by the manufacturer or fabricator as correct for this contract.

C. When so specified or if considered by the ENGINEER to be acceptable, manufacturer's specifications, catalog data, descriptive matter, illustrations, etc. may be submitted for approval in place of shop drawings. In such case the requirements shall be as specified for shop drawings, insofar as applicable.

D. No material shall be purchased or fabricated especially for this contract until the requirement shop drawings have been submitted and reviewed as conforming to the contract requirements. All materials and work involved in the construction shall then be as represented by said drawings.

E. Prior to submitting shop drawings to the OWNER, the CONTRACTOR shall check thoroughly all such drawings to satisfy himself that the subject matter thereof conforms to the drawings and specifications in all respects.

F. The ENGINEER'S review of shop drawings will follow a general check made to ascertain conformance with the design concept and functional result of the project and compliance with the information given in the contract documents. The CONTRACTOR shall be responsible for dimensions to be confirmed and correlated at the job site; for information that pertains solely to the fabrication processes or to techniques of construction; and for coordination of the work of all trades.

G. The CONTRACTOR shall make any corrections required by the ENGINEER and shall return the , required number of corrected copies of shop drawings. The CONTRACTOR shall resubmit shop drawings until approved.

H. At the time of each submission or resubmission, the CONTRACTOR shall direct specific attention, in writing, to deviations that the shop drawings or samples may have from the requirements of the contract documents or corrections required by the OWNER on previous submissions.

I. The ENGINEER'S approval of shop drawings and samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the contract documents, unless the ENGINEER has been notified, in writing, and has given his written approval to such deviation, nor shall any approval by the ENGINEER relieve the CONTRACTOR from responsibility for errors and omissions in shop drawings.

J. The CONTRACTOR shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by ENGINEER of the necessary Shop Drawings.

K. The CONTRACTOR shall utilize a Sequential Numbering System for submittals (1-999). Resubmittals or confirming material shall be assigned a letter next to the submittal number, i.e., A - second submittal, B - third submittal, etc.

L. Resubmittals will be handled in the same manner as first submittals. The CONTRACTOR shall direct specific attention to revisions other than the corrections requested by the ENGINEER on previous submissions by written details or markings on the resubmitted Shop Drawings. The CONTRACTOR shall make any corrections required by the ENGINEER.

M. If the CONTRACTOR considers any correction indicated on the drawings to constitute a change to the Contract Drawings or Specifications, the CONTRACTOR shall give written notice thereof to the ENGINEER.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

PART 4 - MEASUREMENT AND PAYMENT (NOT USED)

- END OF SECTION -

SECTION 01400
REF. NO. 5 - 7
MOBILIZATION

PART 1 - GENERAL

1.1 Scope: This work consists of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the Bituminous Texture Seal, Rejuvenating Fog Seal, or High Polymer Fog Seal Task Order site; the establishment of other facilities necessary for work on the Task Order; and other pre-construction expense necessary for the start of the WORK excluding the cost of construction materials. Mobilization will only be paid for Task Orders with Bituminous Texture Seal, Rejuvenating Fog Seal, and or High Polymer Fog Seal work included.

1.2 Contiguous Location: "Contiguous location" shall include all work required under a single Task Order that is separated by no more than ten (10) miles between the closest points of areas of work.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

PART 4 - MEASUREMENT AND PAYMENT

4.1 Measurement: Mobilization at each Fog Seal Task Order site, satisfactorily completed, will be measured by each mobilization actually completed for a given Task Order.

4.2. Payment: Mobilization measured as provided above will be paid and shall constitute full compensation for all preparatory work and operations, including moving of equipment, supplies and incidentals to the project site; the establishment of all other facilities necessary for work on the project, and any other preconstruction expense necessary for the start of the WORK at a given Task Order site, excluding the cost of construction materials.

4.3 Pay Item: Payment will be made under:

Mobilization (For Task Orders Less than \$25,000) (Texture Bituminous Surface Treatment, Rejuvenating Fog Seal, and or) (Per Notice to Proceed or Task Order) (Contiguous Location as defined in Section 01400 of these Specifications) 01400 per Each.

Mobilization (For Task Orders Greater than \$25,000 and Less than \$200,000) (Texture Bituminous Surface Treatment, Rejuvenating Fog Seal, and or High Polymer Fog Seal Only) (Per Notice to Proceed or Task Order) (Contiguous Location as defined in Section 01400 of these Specifications) 01400 per Each.

Mobilization (For Task Orders Greater than \$200,000) (Per Notice to Texture Bituminous Surface Treatment, Rejuvenating Fog Seal, and or High Polymer Fog Seal Only) Proceed or Task Order) (Contiguous Location as defined in Section 01400 of these Specifications) 01400 per Each.

- END OF SECTION -

SECTION 01500

TEMPORARY FACILITIES

PART 1 -GENERAL

1.1 Scope: This Section covers the installation of temporary facilities for the use of the CONTRACTOR during the construction project.

1.2 Precautions Against Weather: During adverse weather conditions and against the possibility thereof, the CONTRACTOR shall take all necessary precautions so that the work shall be properly done and be satisfactory in all respects. When required, protection shall be provided by use of tarpaulins, wood and building paper shelter, or other approved means.

1.3 Water Supply: The CONTRACTOR, at his own expense, shall provide at the points of use all water necessary for his operations. The CONTRACTOR shall make all arrangements necessary to obtain water.

1.4 Electrical Energy: The CONTRACTOR shall make all necessary applications and arrangements and pay all fees and charges for electrical energy for power and light necessary for the proper completion of the work during its entire progress. The CONTRACTOR shall provide and pay for all temporary wiring, switches, connections, and meters. There shall be sufficient electric lighting so that all work may be done in a workmanlike manner when there is not sufficient daylight.

1.5 Sanitary Facilities: The CONTRACTOR shall provide adequate sanitary conveniences for the use of those employed on the work. Such conveniences shall be made available when the first employees arrive on the work, shall be properly secluded from public observation, and shall be constructed and maintained in suitable numbers and at such points and in such manner as may be required or approved. The CONTRACTOR shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the work on the land of the OWNER, or on adjacent property.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

PART 4 - MEASUREMENT AND PAYMENT

4.1 Measurement and Payment: Work under this Section will not be measured for payment. The cost of this work shall be included in other items to which it is subsidiary.

- END OF SECTION -

SECTION 01560

MAINTENANCE OF WORK SITE

PART 1 - GENERAL

1.1 Scope: This Section covers the general overall maintenance of the entire project site to assure the safety and protection of the CONTRACTOR'S employees, general public, materials incorporated into the project, and property within the project limits of any Task Order.

1.2 Safety and Protection:

A. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He shall take all necessary precautions for the safety of employees and the public, and shall provide the necessary protection to prevent damage, injury or loss to:

1. All employees involved with the work and other persons who may be affected thereby.
2. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site.
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
4. Existing site piping, structures, electrical services, water, and other underground properties.

B. The CONTRACTOR shall notify owners of adjacent utilities when prosecution of the work may affect them. All damage, injury or loss to any property referred to in Paragraphs 1.2.A.3 and 1.2.A.4 above, directly or indirectly, in whole or in part, by CONTRACTOR, any part, to the fault or negligence of CONTRACTOR, shall be replaced or restored to at least original condition at CONTRACTOR'S expense. 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 as described herein that work is acceptable.

C. The CONTRACTOR shall not load or permit any part of any structure to be loaded with a weight that would endanger its safety.

D. The CONTRACTOR shall provide protection of the work from freezing and from other elements which would be harmful to it. The CONTRACTOR shall furnish heat or protective shelters or temporary buildings as required for the prosecution and protection of the work.

E. The CONTRACTOR shall take all necessary precautions for the safety of employees on the work and shall comply with all applicable provisions of Federal, State

and local safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. He shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards and barricades for the protection of employees on the work and the safety of others employed near the work and public, and shall post danger signs and warning lights warning against the hazards created by such features of the construction as protruding nails, hoists, excavations, elevator hatchways, scaffoldings, window openings, stairways and falling materials.

F. The CONTRACTOR shall designate a responsible member of its organization on the work whose duty shall be the prevention of accidents.

G. The CONTRACTOR shall immediately report in writing, giving full details, to the OWNER all serious accidents which arise out of or in connection with the performance of the work, whether on or adjacent to the site, which cause death, serious personal injury or substantial property damage is caused, the accident shall be reported immediately by telephone or messenger to the ENGINEER. If a claim is made or suit is filed by anyone against the CONTRACTOR or any Sub-Contractor on account of any accident, the CONTRACTOR shall promptly report the facts in writing to the ENGINEER, with a copy to the OWNER, giving full details of the claim.

H. The CONTRACTOR shall assume all risks of loss damage of any kind to any vehicles, machinery, equipment, materials or supplies which he shall provide in doing the work.

I. The CONTRACTOR shall take all precautions to prevent damage to the work by the elements, storm or by water entering the site of the work directly or through the ground. In case of damage by the elements, storm or water, the CONTRACTOR shall make such repairs or replacements or rebuild such parts of the work as the ENGINEER may require in order that the work may be completed as required.

J. The CONTRACTOR shall post illuminated warning and danger signs so as to alert all persons against any hazards created by the work being done under this contract.

K. The CONTRACTOR shall maintain drainage which may be interrupted by his work and shall provide pumping if necessary to route drainage water around the work.

L. The CONTRACTOR shall schedule and conduct a safety meeting at least once per week. Mandatory attendance is required of the Project Superintendent.

1.3 Protection of Public: The CONTRACTOR shall conduct his work so as to interfere as little as possible with the private personal activities of residents, private business and public business and travel. Wherever necessary or required, and at his own expense, he shall maintain fences, furnish full-time or part-time watchmen, guards, flagman and or like protective personnel, maintain lights, and take such actions, precautions as may be necessary to protect life and property.

1.4 Nuisance and Dust Control: During the course of the work the CONTRACTOR shall take steps at his cost as necessary to prevent public nuisance on demand of the ENGINEER by holding down the raising of dust or spraying of mud from construction operation, vehicular traffic, wind or other causes.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

PART 4 - MEASUREMENT AND PAYMENT

4.1 Measurement and Payment: Work under this Section will not be measured for payment. The cost of this work shall be included in other items to which it is subsidiary.

- END OF SECTION -

SECTION 01700

TASK ORDER CONTRACT CLOSEOUT

PART 1 -GENERAL

1.1 Scope: This section covers requirements for closeout of work for a Task Order.

1.2 Requirements: The CONTRACTOR shall comply with the requirements stated in the General Conditions and in the Specifications for administrative procedures in closing out the Work.

1.3 Substantial Completion:

A. When the CONTRACTOR considers the Work authorized under a Task Order as substantially complete, he shall submit to the ENGINEER:

1. A written notice that the Work or designated portion thereof is Substantially Complete.
2. A list of items to be completed or corrected.

B. Within five (5) working days after receipt of such notice, the ENGINEER will make an inspection to determine the status of completion. The ENGINEER will prepare a punch list that will include a cost estimate for each particular item of work based upon mobilization, labor, materials, and equipment costs as required by Louisiana Revised Statute 38:2248.B. The dollar amounts so established for uncompleted or unsatisfactory minor work shall be withheld by the OWNER, exclusive of statutory retainage, until the work is satisfactorily completed. Listed items shall be paid for upon expiration of the 45 day lien period. The ENGINEER'S opinion as to the status of completion shall be based on completion of the following as applicable:

1. Excavation, backfill and compaction, ditching, shaping, grading, etc. as indicated, and all required tests for all pipelines and other subterranean installations.
2. Installation or restoration of pavements including required tests for subbase, base and pavement materials. Pavements shall not be individually considered and shall be considered only with other portions of the Work requiring the installation or restoration of pavement.
3. Top soiling, final grading, fertilizing, seeding, sodding, or landscaping watering to establish the required groundcover of vegetative growth, etc.
4. Release of all permits whether or not the permit was acquired by the CONTRACTOR.

C. Should the ENGINEER determine that the Work is not substantially complete.

1. The ENGINEER will promptly notify the CONTRACTOR in writing, giving the reasons therefore in accordance with the General and Supplemental Conditions.
 2. CONTRACTOR shall remedy the deficiencies in the Work, and send a second written notice of substantial completion to the ENGINEER.
 3. The ENGINEER will reinspect the Work.
- D. When the ENGINEER finds that the Work is substantially complete, he will:
1. Prepare and deliver to OWNER a tentative Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final payment in accordance with the General and Supplemental Conditions.
 2. After consideration of any objections made by the OWNER as provided in the General and Supplemental Conditions of the Contract, and when the ENGINEER considers the Work substantially complete, the ENGINEER will execute and deliver to the OWNER and the CONTRACTOR a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

1.4 Final Inspection:

- A. When CONTRACTOR considers the Work is complete, he shall submit written certification that:
1. Contract Documents have been reviewed.
 2. Work has been inspected for compliance with Contract Documents.
 3. Work has been completed in accordance with Contract Documents.
 4. Equipment and systems have been tested in the presence of the ENGINEER and OWNER'S representative and are operational.
 5. Work is completed and ready for final inspection.
- B. The ENGINEER will make an inspection to verify the status of completion within five (5) working days after receipt of such certification.
- C. Should the ENGINEER consider that the Work is incomplete or defective:
1. The ENGINEER will promptly notify the CONTRACTOR in writing, listing the incomplete or defective work.

2. CONTRACTOR shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the ENGINEER that the Work is complete.

3. The ENGINEER will reinspect the Work.

D. When the ENGINEER finds that the Work is acceptable under the Contract Documents, he shall request the CONTRACTOR to make closeout submittals.

1.5 Reinspection Fees: Should the ENGINEER perform reinspections due to failure of the Work to comply with the claims of status of completion made by the CONTRACTOR:

A. OWNER will compensate the ENGINEER for such additional services.

B. OWNER will deduct the amount of such compensation from the final payment to the CONTRACTOR.

1.6 Contractor's Closeout Submittals To Engineer:

A. Evidence of compliance with requirements of governing authorities.

1.7 Final Adjustment of Accounts:

A. Submit a final statement of accounting to the ENGINEER.

B. Statement shall reflect all adjustments to the dollar value of the Task Order.

1. The original value of the Task Order.

2. Additions and deductions resulting from:

a. Previous Task Order Change Orders.

b. Unit Prices.

c. Deductions for uncorrected Work.

d. Deductions for liquidated damages.

e. Deductions for reinspection payments.

f. Other adjustments.

3. Total Task Order, as adjusted.

4. Previous payments.

5. Sum remaining due.

C. ENGINEER will prepare a final Task Order Change Order reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.8 Application For Payment: Upon receipt of approval of the final Change Order, the CONTRACTOR shall submit an application for Payment in accordance with procedures and requirements stated in the General Conditions.

1.9 Contract Clear Lien Certificate and Payment of Retainage:

A. Upon the OWNER'S acceptance of the work, the ENGINEER shall make filings with the Parish Clerk of Court and Ex-Officio Recorder of Mortgages Office as required by Louisiana State Public Contract Statute.

B. In accordance with the Louisiana State Public Contract Statute, the Clerk shall issue to the CONTRACTOR a Clear Lien and Privilege Certificate upon expiration of a period of not less than forty-five (45) days, provided no liens are recorded against the Project.

C. Upon receipt of the Clear Lien and Privilege Certificate, the CONTRACTOR shall submit an Application for Payment to the ENGINEER requesting the release of the Project retainage with the certificate attached as evidence of authority for the OWNER to pay the retainage.

D. The ENGINEER shall review the Application for Payment of the Project retainage and if in order shall transmit the application to the OWNER for payment.

E. In accordance with the General Conditions, the OWNER shall release, the project retainage and make payment to the CONTRACTOR the legal sum of the retainage for which the CONTRACTOR is entitled.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION {NOT USED}

PART 4 - MEASUREMENT AND PAYMENT

4.1 Method of Measurement and Payment: This work will not be measured for payment. The cost of work shall be included in other items to which it is subsidiary.

- END OF SECTION -

SECTION 01710

CLEANING

PART I-GENERAL

1.1 Scope: This Section includes requirements for cleaning each Work Task. Cleaning shall include daily "policing" of the work and surrounding areas to clear general debris, waste paper, loose asphalt, broken concrete, and other objectionable material along with the final cleanup of the project sites required for project acceptance.

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

PART 2- PRODUCTS (NOT USED)PART 3 -EXECUTION3.1 General:

A. Execute daily cleaning to keep the Work, the site, and adjacent properties free from accumulations of waste materials, rubbish and wind-blown debris, resulting from construction operations.

B. Provide on-site containers for the collection of waste materials and debris rubbish. All waste materials including containers, food debris and other miscellaneous materials must be disposed of daily in on-site containers.

C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

3.2 Final Cleaning:

A. Employ skilled workmen for final cleaning.

B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.

C. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.

D. Prior to final completion, CONTRACTOR shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas to verify that the entire Work is clean.

PART 4 - MEASUREMENT AND PAYMENT

4.1 Measurement and Payment: Work under this Section will not be measured for payment. The cost of this work shall be included in other items to which it is subsidiary.

- END OF SECTION

ASCENSION PARISH COUNCIL

Asphaltic Concrete Pavement
Preservation 2023-2024

DIVISION 02 - SITE WORK

- Section 02670 - HIGH POLYMER FOG SEAL
- Section 02713 - TRAFFIC REGULATION
- Section 02720 - TEMPORARY REFLECTORIZED RAISED
PAVEMENT MARKERS (TABS)
- Section 02737 - TEMPORARY PAVEMENT MARKING TAPE
- Section 02765A - REMOVAL OF EXISTING MARKINGS
- Section 02795 - JOINT AND CRACK CLEANING AND SEALING
(ASPHALTIC PAVEMENT)
- Section 02796 - TEXTURE BITUMINOUS SURFACE TREATMENT
- Section 02797 - ASPHALT REJUVENATOR SURFACE TREATMENT
- Section 01716 - ANNUAL PARISH ROAD ASSESSMENT REPORT
- Section 02798 - CLEANING AND SEALING LARGE CRACKS WITH
FIBER REINFORCED POLYMER PATCHING

SECTION 02670
REF. NO. 4 and 4A

HIGH POLYMER FOG SEAL

PART 1 - GENERAL

1.1 **Scope:** This work shall consist of furnishing all labor, material, and equipment necessary to perform all operations for the application of an emulsified polymer and water mixture as an aggregate loss preventative or surface seal to bituminous pavements. The fog seal of surface courses shall be by spray application composed of a polymer agent emulsified with water. All work shall be in accordance with the requirements, the applicable drawings, and subject to the terms and conditions of these specifications. The contractor shall provide the Agency access to software that tracks real-time data as it relates to job performance and progress. This can be achieved via website access or application, but must have the capability to show location of crews operating in the parish, their current status (e.g. work has started, in progress, or complete), and overall status of job completion.

1.2 **Submittals:** Submit product data in accordance with provisions of Section 01340 - Shop Drawings, Samples and Project Data.

PART 2 - PRODUCTS

2.1 **Materials:** All materials will be sampled and/or accepted in accordance with these specifications prior to construction.

- A. The polymer fog seal shall be composed of a high polymer product containing polymer uniformly mixed with water and equipment to continuously mix. Each bidder must submit with their bid a certified statement from the polymer manufacturer showing that the product conforms to the requirements below:

1. The Specialty fog seal materials must be low volatile content water-based emulsions, containing a minimum of 8% polymers at the diluted ratio for application, specifically designed for use as fog seals and must meet the requirements of Table 1.

Table 1
Fog Seal Material Properties

| Property | Procedure | Min | Max |
|-----------------------------|-----------|-----|-----|
| Viscosity, 77°F, Krebs unit | D 562 | 30 | 60 |
| Sieve test, % | T 59 | - | 0.1 |
| Storage stability, 1 day, % | T 59 | - | 1 |
| Residue by evaporation, % | T 59 | 5 | - |

B. Aggregate

The addition of aggregate may be required prior to the spray application being applied. This will be at the Engineer's discretion. Aggregate shall be broadcasted evenly across road lane just prior to High Polymer Fog Seal being applied. Application rates shall be between 0.75 – 2 lbs. per square yard and will be determined by the ENGINEER, based on current surface condition.

1. The aggregate used shall be within specification below in Table 2, unless otherwise approved by the ENGINEER.

| Table 2 - Aggregate | | | |
|---------------------|----------|------------|------------------|
| Gradation | | | |
| Sieve | Standard | % Retained | Target Tolerance |
| 6 | | 0 | |
| 8 | | 0 | |
| 12 | | 0 | |
| 16 | | 0 | |
| 20 | | 0-2 | +/-5 |
| 30 | | 8-15 | +/-5 |
| 40 | | 23-35 | +/-5 |
| 70 | | 12-20 | +/-5 |
| 100 | | 1-5 | +/-5 |
| Pan | | 0-2 | +/-5 |

PART 3-EXECUTION

3.1 Equipment:

A. The Spray system should consist of an ACE centrifugal pump that supplies on-demand pressure to the system. An electronic flowmeter coupled with a computer console shall be used to apply the input application rate. Spray system will be equipped with control module coupled with a GPS system which can simultaneously adjust the application rate as speed varies (within ± 1 mph of desired speed) typically 4-6 mph. Spray bar should be capable of spanning from 8.5 feet to 12.5 feet to allow for maximum square yard coverage and include a hand wand to address smaller areas and touch up work.

B. Contractor must have equipment on-hand at the time of bid submittal. Contractor's yard will be inspected before bid award

3.1 Application:

The polymer fog seal concentrate shall be received and diluted by the end applicator, per the manufacturer's recommendations. The polymer fog seal emulsion agent shall be applied by an experienced applicator of such material. A project superintendent knowledgeable and experienced in application of the polymer fog seal agent must be in control of each day's work. Prior knowledge of traffic control, traffic management, and traffic safety is required. Applicator shall have had training on spray system set up, maintenance, application rates, and proper storage. Disruption of traffic flow must be held to a minimal amount of time. Traffic must not be allowed onto the roadway until polymer fog seal agent has cured. Approximately 20-45 minutes.

Product will be shipped and delivered to end user as a concentrate. Product shall be applied as a polymer fog seal emulsion diluted to the manufacturer's specifications by the applicator. Rate of application for the entire asphalt pavement is stated at 0.02-0.1 gal/sq. yd. The actual shot rate will be determined by the ENGINEER, based on the roads current surface condition.

Pavement surface temperatures is recommended to be 50°F and rising for optimal drying time. Treated sections of pavement shall be kept free of traffic until penetrated and cured. Typically, between 20-45 minutes in ideal conditions, with weather and pavement conditions determining these time factors. Cure time varies based on many factors including: Outside temperature, sunlight, pavement density, pavement age, etc. Traffic control shall be in accordance with local, state, and federal requirements.

3.2 Material Performance and Test Sections:

The polymer fog seal agent shall have a record of satisfactory service as an emulsified asphalt fog seal agent sealer. Satisfactory service shall be based on the capability of the material to seal a pavement's surface while locking in fine aggregate used to fill voids.

The bidder must submit with his bid the manufacturer's certification that the material proposed for use is in compliance with the concentrated polymer fog seal agent requirements and the diluted emulsion requirements.

The bid submittal must include documentation of previous use and test data conclusively demonstrating that the polymer fog seal product has been used successfully through third party testing and/or agency use.

The agency, at their option and at the cost of the contractor, may require testing to be performed to determine the polymer sealing effect on the pavement. An untreated sample can be removed prior to treatment or taken from a small section that was left untreated to allow all cores to be taken at the same time. Treated cores should be taken 15-45 days after treatment. This is typical time frame but can be modified if needed.

PART 4 - MEASUREMENT AND PAYMENT

4.1 Measurement:

A. High Polymer Fog Seal: The polymer modified asphalt emulsion will be measured by the Square Yard in accordance with the application rate set forth in this Specification.

B. High Polymer Fog Seal Aggregate: The Aggregate (if applied) will be measured by the Square Yard in accordance with the application rate set forth in this Specification.

4.2 Payment: The work performed and materials furnished as prescribed by these special provisions and measured as provided under MEASUREMENT will be paid for at the unit prices bid which shall be full compensation for furnishing all required materials including water and additives and performing all operations necessary to complete the work described herein.

4.3 Pay Items:

A. High Polymer Fog Sealing Asphalt Pavement, (02670), per Square Yard.

B. High Polymer Fog Seal Aggregate, (02670-1), per Square Yard.

END OF SECTION

SECTION 02713
REF. NO. 9, 10, AND 12
TRAFFIC REGULATION

PART 1 - GENERAL

1.1 Scope: This Section provides for project construction signing, traffic control devices, other materials, and manpower required for proper routing, regulation, direction, and maintenance of local vehicular and pedestrian traffic and to provide safe access through the construction project.

1.2 Referenced Standard: Conform to the following sections of the State of Louisiana, Department of Transportation and development, "Louisiana Standard Specifications for Roads and Bridges", 2006 Edition, except as modified herein:

- Section 713 - Temporary Traffic Control
- Section 729 - Traffic Signs and Devices
- Section 1015 - Signs and Pavement Markings
- Section 1018 - Miscellaneous Materials

As a minimum, signing shall comply with the Manual of Uniform Traffic Control Devices as referred to in the Referenced Standard.

(a) Subsections pertaining to Measurement and Payment are deleted.

PART 2 - PRODUCTS

2.1 Materials and devices shall conform to the following sections subsections of the Referenced Standard:

- Materials and fabrication for temporary signs 713
- Backing material for signs 1015.04(b)
- Barricade warning lights 1018.12
- Temporary pavement markings..... 1015.08

PART 3 -EXECUTION

3.1 General:

A. The CONTRACTOR shall be responsible for providing safe and expeditious movement of traffic through construction zones. A construction zone is defined as the immediate areas of actual construction and all abutting areas which are used by the CONTRACTOR and which interfere with driving or walking public.

B. Remove temporary equipment and facilities when no longer required, restore area to original, or to specified conditions.

C. Portions of this project are located along heavily traveled streets. The CONTRACTOR is required to maintain at least one lane of traffic with barricades and flagmen at all times.

3.2 Procedure:

A. The necessary precautions shall include, but not be limited to, such items as proper construction warning signs, signals, lighting devices, markings, barricades, channelization, and hand signaling devices.

B. The CONTRACTOR shall provide at least five (5) working days notification to the ENGINEER of the necessity to close any portion of a roadway carrying vehicles or pedestrian traffic so that the final approval of the OWNER's Public Works Department can be obtained. At no time will more than one (1) lane of a roadway be closed to vehicles and pedestrians. With such closings, adequate provision shall be made for the safe expeditious movement of each.

C. The CONTRACTOR shall also be responsible for notifying Fire, Police and Ambulance Departments whenever roads are impassible at least 24 hours in advance of any closure.

D. The CONTRACTOR shall be responsible for removal, relocation, or replacement of any traffic control device in the construction area which exists as part of the normal preconstruction traffic control scheme.

E. The CONTRACTOR shall immediately notify the OWNER of any vehicular or pedestrian safety or efficiency problems incurred as a result of the construction of the project.

F. Construction signing detours and traffic control devices shall be in accordance with the Louisiana Manual of Uniform Traffic Control Devices.

G. The CONTRACTOR shall maintain pedestrian traffic with the use of plywood, handrails, temporary steps, etc. as required to safely and satisfactorily maintain public access to sidewalks, entrances, etc.

H. The CONTRACTOR shall erect barricades with flashing lights on public streets where construction excavation, debris, equipment, material, etc. is left overnight. All materials furnished and work performed as provided by this section shall be considered as a subsidiary obligation under this contract with no separate pay item provided.

I. The CONTRACTOR shall schedule and conduct a safety meeting at least once per month.

J. The CONTRACTOR shall provide a normal "moving work crew" sign and barricade package operation. The package shall consist of portable or moveable warning and regulatory signs including, but not limited to "Flagman Ahead", "One Lane Road Ahead", "Speed Zone Ahead", "Speed Limit 20 mph", and other necessary signs, delineators, barricades and channelization markers and devices as well as qualified flag persons with appropriate signaling devices, all in accord with the Louisiana Manual of Uniform Traffic Control Devices.

K. Where manholes, valve boxes or other structures have been raised to the new grade or where cold planning or other removal has resulted in objects protruding two inches (2") or more above the traveled surface prior to the overlay work, the Contractor shall provide and maintain a Type I or II barricade or drum with warning light at or on each such hazard.

PART 4 - MEASUREMENT AND PAYMENT

4.1 Measurement: Traffic control including temporary signs and barricades, "moving work crew" package and traffic flagging satisfactorily provided, performed and completed as described above will be measured on a lump sum basis.

4.2 Payment: Traffic control measured as provided above, will be paid at the Contract unit price, which price and payment shall constitute full compensation for furnishing all traffic control, signs, barricades, safety items, flagmen, and incidentals necessary to complete this item in accordance with the Drawings and Specifications.

4.3 Pay Item: Payment will be made under:

- A. Temporary Signs and Barricades (For Task Orders Less than \$25,000) (Per Work Task) 02713 per Each.
- B. Temporary Signs and Barricades (For Task Orders Greater than \$25,000 and Less than \$200,000) (Per Work Task) 02713 per Each.
- C. Temporary Signs and Barricades (For Task Orders Greater than \$200,000) (Per Work Task) 02713 per Each.

- END OF SECTION -

SECTION 02720

REF. NO. 11

TEMPORARY REFLECTORIZED RAISED PAVEMENT MARKERS (TABS)

PART 1 - GENERAL

1.1 Scope: This Section provides for the furnishing and installing of Temporary ReflectORIZED Raised Pavement Markers (TABS). In general, the work and materials shall comply with the MUTCD as modified by these Specifications or as shown on the Drawings.

1.2 Referenced Standard: Conform to the following sections of the State of Louisiana, Department of Transportation and Development Louisiana Standard Specifications for Roads and Bridges", 2006 Edition, except as modified herein:

Section 713 Temporary Traffic Control

(a) Subsections pertaining to Measurement and Payment are deleted.

PART 2 - PRODUCTS

2.1 Materials and devices shall conform to the following sections subsections of the Referenced Standard:

Temporary Raised Pavement Markings for Asphaltic Concrete..... 1015

PART 3 - EXECUTION

3.1 General: Temporary ReflectORIZED Raised Pavement Markers (TABS): Shall be placed on 40-foot centers unless otherwise specified by the Engineer.

3.1.1 Materials: Sampling and Testing of materials will not be required. Acceptance will be by visual inspection by the Engineer.

3.2 Construction Requirements:

3.2.1 General: The Temporary ReflectORIZED Raised Pavement Markers (TABS) shall be placed after the final course of Micro-Surfacing and shall be removed prior to the placement of the permanent striping.

PART 4 - MEASUREMENT AND PAYMENT

4.1 Measurement: Temporary ReflectORIZED Raised Pavement Markers (TABS) satisfactorily furnished and installed, will be measured per each.

4.2 Payment: Temporary Reflectorized Raised Pavement Markers (Tabs) measured as provided above, will be paid at the Contract unit price, which price and payment shall constitute full compensation for furnishing all materials, labor, traffic control, and incidentals necessary to complete this item in accordance with the Specifications.

4.3 Pay Item: Payment will be made under Temporary Reflectorized Raised Pavement Markers (Tabs), (02720A), per each.

- END OF SECTION -

SECTION 02737

REF. NO. 13

TEMPORARY PAVEMENT MARKING TAPE

PART 1 - GENERAL

1.1 Scope: This Section covers the requirements for temporary striping tape, etc., and including all work, labor, materials, tools, equipment and incidentals required to complete the requirements as specified herein, as directed by the ENGINEER to the satisfaction of the OWNER.

1.2 Referenced Standard: Work shall conform to the following Sections of the State of Louisiana, Department of Transportation and Development, "Louisiana Standard Specifications for Roads and Bridges", 2006 Edition

Section 1015.08(a) Temporary Pavement Marking Tape

(a) Subsections pertaining to Measurement and Payment are deleted.

PART 2 - PRODUCTS

2.1 Temporary Tape: Temporary Tape shall comply with ASTM D4592, Type I (Removable) and shall be an approved product listed on the La Dots Qualified Products list 60.

2.2 Glass Beads: Glass beads shall conform to Section 1015.13 of the referenced Standard.

PART 3 - EXECUTION

3.1 General: Install Temporary Pavement Marking Tape in conformance with Section 713 of the referenced Standard, except as may be modified herein. Temporary Pavement Marking Tape shall be in place at the end of each day's operation. Temporary striping tape shall be applied by approved methods to the satisfaction of the ENGINEER.

3.2 Striping Placement: Temporary striping shall be 4 inch wide by 4 feet long broken line striping placed as indicated on the Drawing or as directed by the ENGINEER. Temporary striping shall have a standard 36-foot gap between each strip.

PART 4 - MEASUREMENT AND PAYMENT

4.1 Measurement: Temporary Pavement Marking Tape applied as specified including all work, labor, material, tools, equipment and incidentals required to complete the item as directed by the ENGINEER, will be measured by the mile of single stripe per roadway. No deduction will be made for the standard 36-foot gaps in broken-line striping; however, deductions will be made for the length of other omitted sections.

4.2 Payment: Temporary Pavement Marking Tape, measured as provided above, will be paid by the mile of single stripe per roadway, installed and accepted.

4.3 Pay Item: Temporary Pavement Marking (Tape) (Broken Line) (4" width) (4' Length)(40' Centers), (02737), per mile.

- END OF SECTION -

SECTION 02765A

REF. NO. 14

REMOVAL OF EXISTING MARKINGS

PART 1 - GENERAL

1.1 Scope: This Section covers the requirements for removal of permanent traffic striping, pavement markings, and raised traffic markers, including stripes, stalls, stop bars, directional arrow, pavement lettering, emblems, etc., and including all work, labor, materials, tools, equipment and incidentals required to complete the requirements as specified herein, as directed by the ENGINEER to the satisfaction of the OWNER.

1.2 Referenced Standard: Work shall conform to the following Sections of the State of Louisiana, Department of Transportation and Development, "Louisiana Standard Specifications for Roads and Bridges", 2006 Edition

Section 732 Plastic Pavement Markings

(a) Subsections pertaining to Measurement and Payment are deleted.

PART 2-PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 General: Existing thermoplastic pavement markings shall be removed regardless of condition. Existing painted markings will be removed at the discretion of the ENGINEER. Removal of existing pavement markings shall be in conformance with Section 732 of the referenced Standard, except as may be modified herein. Removal of existing pavement markings shall be accomplished by methods that will not damage the pavement. Removal shall be to such extent that 75 percent of the pavement surface is exposed. After markings are removed, compressed air or a power blower shall be used to blow clean the pavement surface of residue and debris resulting from the removal. Existing raised traffic markers shall be picked up and removed from the project.

PART 4-MEASUREMENT AND PAYMENT

4.1 Measurement: Removal of existing pavement markings shall include all work, labor, material, tools, equipment and incidentals required to complete the item as shown on the Drawings, as specified herein and or as directed by the ENGINEER and will be measured by the mile of roadway. Removal of existing pavement markings will include removal of lane lines, edge lines, gore markings, legends, symbols, raised pavement markers, etc.

4.2 Payment: Removal of existing pavement markings measured as provided above, will be paid by the mile of roadway removed and accepted.

4.3 Pay Item: Removal of Existing Pavement Markings, (02765A), per mile.

- END OF SECTION -

SECTION 02795

REF.NO. 2

JOINT AND CRACK CLEANING AND SEALING
(ASPHALT PAVEMENT)

PART 1 - GENERAL

1.1 Description: This item consists of cleaning all loose material from existing cracks in asphaltic pavements and sealing of the cracks in accordance with the plans and specifications. The location of the cracks shall be as designated by the Engineer and may be on street segments not listed in the Quantities Tables, but will all be located within a circle of approximately 2.5 miles radius. The contractor shall provide the Agency access to software that tracks real-time data as it relates to job performance and progress. This can be achieved via website access or application, but must have the capability to show location of crews operating in the parish, their current status (e.g. work has started, in progress, or complete), and overall status of job completion.

PART 2 - MATERIALS

2.1 Cracks shall be sealed with hot poured sealant conforming to the requirements of Subsection 1007-2(a).

PART 3 – EQUIPMENT

Air compressors used in cleaning cracks shall be equipped with an approved oil and water trap.

The Contractor shall have available on the job the following, or equivalent, equipment:

1. A crack jet / heat lance to dry damp cracks.
2. A grazer crevice crack chaser with wire wheel for removal of grass and dirt.
3. A power broom to remove dirt, dust and/or other matter from the surface under the cap.
4. A router that is capable of creating a minimum reservoir of ½” x ½” in depth.

Contractor must have equipment on-hand at time of bid submittal. Contractor's yard will be inspected before bid award

PART 4 – CONSTRUCTION

4.1 Cracks shall be cleaned of foreign material (such as dirt and grass) and then blown free of all loose material with compressed air just prior to sealing. The crack shall be dry before sealing. Cracks shall be sealed with hot poured sealant. Placement of the sealant shall be configuration B. Simple Band-Aid as permitted by the Engineer.

PART 5- SAMPLING

5.1 Materials shall be sampled for testing as directed by the Engineer.

PART 5 - MEASUREMENT AND PAYMENT

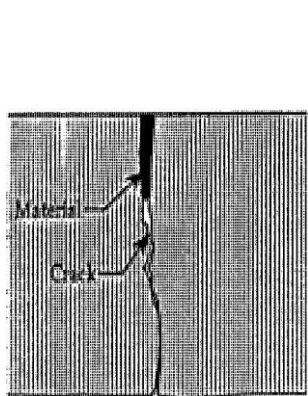
5.2 Method of Measurement: Cleaning and sealing existing cracks in asphalt pavement will be measured by the linear foot satisfactorily cleaned and sealed.

5.3 Basis of Payment: Payment will be made at the contract unit cost for quantities measured as specified above. Cracks developing in new asphaltic concrete surfacing constructed under this project which require sealing during construction will not be measured or paid for directly

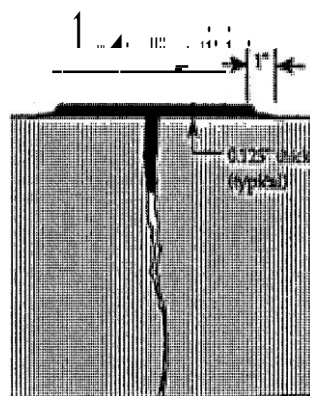
5.4 Pay Items:

| <u>ITEM NO.</u> | <u>ITEM</u> | <u>UNIT</u> |
|-----------------|--|-------------|
| 02795 | Cleaning and sealing Existing Cracks in Asphalt Pavement | Linear Foot |

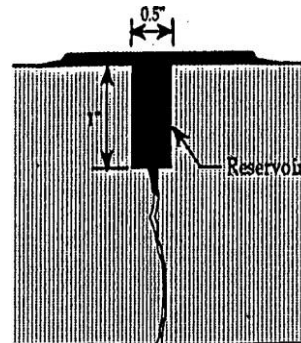
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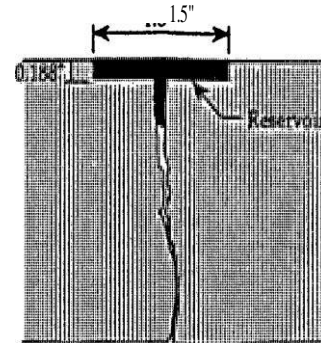
A. Flush: Fill



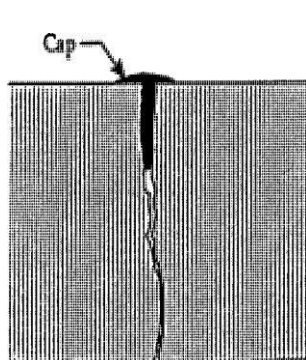
B. Simple Band-Aid



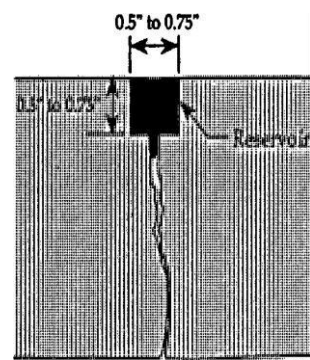
G. Deep Recessed Band-Aid



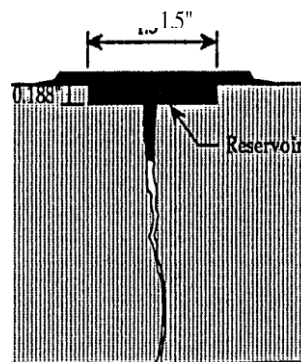
H. Shallow Reservoir-and-Flush



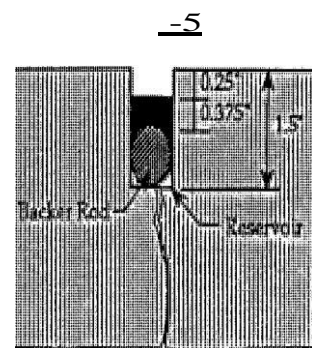
C. Capped



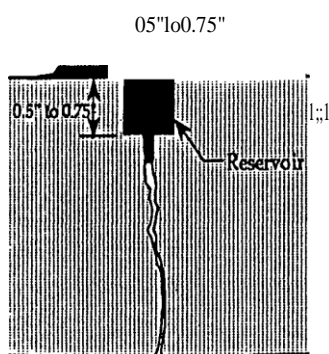
D. Standard Reservoir-and-Flush



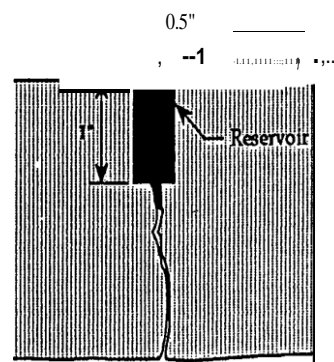
I. Shallow Recessed Band-Aid



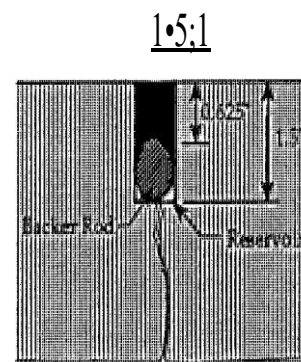
J. Deep Reservoir-and-Recess (Backer Rod)



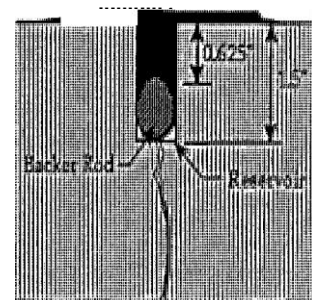
E. Standard Recessed Band-Aid



F. Deep Reservoir-and-Flush



K. Deep Reservoir-and-Flush (Backer Rod)



L. Deep Recessed Band-Aid (Backer Rod)

CEMENT CONFIGURATIONS FOR CRACK SEALING IN ASPHALT PAVEMENTS

SECTION 02796
REF. NO 1

TEXTURED BITUMINOUS SURFACE TREATMENT

The following specification covers the materials and construction requirements of a Textured Bituminous Surface Treatment. The objective of this treatment is to extend the life of existing asphalt surfaces, by sealing cracks when required and applying an aggregate filled surface treatment on the pavement surface to preserve and defer degradation. This surface treatment is designed to preserve and replace materials to the asphalt pavement's surface that's been lost through oxidation and weathering

PART 1- DESCRIPTION:

This work consists of furnishing and placing a Textured Bituminous Surface Treatment (TBST) on the surface of the roadway in accordance with the plans and specifications contained herein. The TBST consists of an engineered mixture of aggregates, clay, polymers and asphalt emulsion. The TBST is used to extend the life of the existing surface by filling cracks, restoring fines lost by pavement weathering and sealing the surface. The contractor shall provide the Agency access to software that tracks real-time data as it relates to job performance and progress. This can be achieved via website access or application, but must have the capability to show location of crews operating in the parish, their current status (e.g. work has started, in progress, or complete), and overall status of job completion.

PART 2 - MATERIALS:

The product to be furnished for the TBST shall be Onyx NA or approved equal with the addition of a fine aggregate. All materials will be sampled and/or accepted in accordance with these specifications prior to beginning the work.

(a) **Onyx NA:** The Onyx NA or approved equal shall meet the following specifications in Table 1 and Table 2

| Table 1 - Onyx-NA Material | | | |
|---|----------------------------------|------------|------------|
| Criterion | Standard | Min | Max |
| Rotational Viscosity @ 20 RPM / RV spindle (cPs) @ 25 C | ASTM D 2196 | 800 | -- |
| Solids content by evaporation at 130° C, percent (a) | ASTM D 6934 / AASHTO T- 59 | 38 | -- |
| Binder content by Ignition Method, percent (b) | AASHTO T-308 Modified | 51.5 | -- |
| Polymer content by mix solids, % | FTIR Method (c) or Certification | 7 | -- |

NOTES:

1. Sample shall be dried to a state where weight measurements taken 30 minutes apart do not indicate a change more than 0.1%
2. Due to the high asphalt binder content of the mix, the sample size processed in the ignition oven may need to be adjusted to not exceed the asphalt binder content allowable for a particular model ignition oven. A 500 to 1000-gram representative sample of the mix typically is dried in a suitable oven until weight loss ceases. Solids content shall then be defined as the net residual weight divided by net original weight expressed in percent. This residual dried mix is used for asphalt binder content (AASHTO T 308) tests.
3. FTIR Method modified from CalTrans test method.

| Table 2 - Onyx-NA Performance | | | |
|--|--|------------|------------|
| Criterion | Standard | Min | Max |
| Wet-Track Abrasion Loss (3 day soak), g/m ² (a) | ASTM D 3910 Modified/ ISSA TB 100 Modified | -- | 80 |

NOTES:

1. Wet Track Abrasion modified to allow a realistic field depth of the sample specimen and a three-day soak to account for this coating thickness and substrate integrity.

- (a) **Asphalt Emulsion:** The asphalt-based emulsion shall be CSS-1 or CSS-1h in accordance with Table 1.

| Table 1 – Emulsified Asphalt | | | |
|---|-----------------|------------|------------|
| Criterion | Standard | Min | Max |
| Viscosity, Saybolt Furol at 77°F, seconds | T-59 / D244 | 15 | 100 |
| Particle Charge Test In case of inconclusive particle charge, material having a maximum pH value of 6.0 will be acceptable as a CSS type | T-59 / D244 | Positive | |
| Sieve % | T-59 | 0 | 0.1 |
| Residue by Distillation % | T-59 | 57 | -- |
| Penetration at 77° F, 100 g, 5 seconds (test on residue from distillation) | T-49 / D-5 | 15 | 150 |

- (b) **Aggregate:** The aggregate material shall meet the following specifications. Any changes to gradation shall be approved by the TBST manufacturer and the Engineer. The aggregate used in the TBST graded in accordance with Table 2 unless otherwise permitted by the TBST manufacturer and the Engineer. The aggregate used must meet the requirements of the TBST manufacturer with regard to physical properties, i.e., angularity, hardness, cleanliness, durability, color, moisture content and any other parameters deemed appropriate by the TBST manufacturer. The contractor shall provide the Engineer a certificate stating the aggregate used meets all physical properties as required by the Onyx manufacturer.

| Table 2 - Aggregate | | | |
|----------------------------|-----------------|-------------------|-------------------------|
| Gradation | | | |
| Sieve | Standard | % Retained | Target Tolerance |
| 6 | | 0 | |
| 8 | | 0 | |
| 12 | | 0 | |
| 16 | | 0 | |
| 20 | | 0-2 | +/-5 |
| 30 | | 8-15 | +/-5 |
| 40 | | 23-35 | +/-5 |
| 70 | | 12-20 | +/-5 |
| 100 | | 1-5 | +/-5 |
| Pan | | 0-2 | +/-5 |

- (c) **Pavement Pre-treatment:** A pavement pre-treatment application, recommended by the Onyx manufacturer, shall be applied to the pavement. The pre-treatment applied shall be an adhesion promoter to aid the TBST bond to the pavement surface. The pre-treatment shall be applied in accordance with TBST supplier's recommendations and rates. These recommendations are to be furnished to the Engineer prior to proceeding with the work.

PART 3 - SUBMITTALS:

- (a) Materials and Manufacturers Certificates
- (b) Mix Design
- (c) Traffic Control Certifications
- (d) Construction Progress Schedule
- (e) Requests to Sublet
- (f) Pre-Treatment Recommendation from TBST Supplier
- (g) Oil Spot Primer to be used
- (h) Weather Related TBST Product and Application Information from the Supplier

PART 4 - MIX DESIGN:

- (a) The contractor shall submit a job mix formula (JMF) prior beginning the work. The TBST shall consist of a minimum of 18% aggregate and 82% Oynx NA by weight, but may be adjusted at the discretion of the Engineer based on the road's condition. The mix design shall include date, material sources, application temperatures, aggregate gradations and certified product data sheets from the manufacturer.

PART 5 - EQUIPMENT:

- (a) **Application Equipment:** The TBST shall be applied to the roadway by a distributor truck designed for this type of product application. The distribution equipment shall be approved prior to use. The distributor shall be equipped with a full sweep agitation system to keep the fine aggregate thoroughly and uniformly blended with the asphalt emulsion at all times. The distributor shall utilize a pumping system designed to handle fine aggregate mixtures and have sufficient power to operate the full spray system. The distributor shall be equipped with weigh scales capable of printing tickets and shall include the date, time and the weight of the product applied per shot. Field personnel are to be given this weigh ticket so the application rate can be calculated based on the measured surface area covered. The distributor shall be capable of spraying the TBST in full lane widths per pass. The distributors rear framework must be capable of attaching a scrub broom frame assembly extending the full width of the shot. The distributor truck and the scrub broom assembly equipment shall be approved prior to use by the Engineer. **Contractor must have equipment on-hand at time of bid submittal. Contractor's yard will be inspected before bid award.**
- (b) **Job Site Storage Tanks:** If the mix is being delivered from a central mixing plant to a job site storage tank, the storage tank shall have an internal full sweep mixing system having a mixing capability of providing a homogenous mix representing the full requirements of the TBST manufacturer specifications at any given location within the tank.
- (c) **Other Equipment:** Any additional equipment utilized in the application of the TBST shall be approved by the Engineer prior to use.

PART 6 - CONSTRUCTION:

6.1 PREPARATION:

- (a) At least 3 days prior to the TBST operation, notices of impending operations must be distributed to residents and the HOA president. Notices to residences shall be made by placing signs at entrances/exits or other approved method. The HOA president shall be emailed with a copy of the notice attached. The Engineer shall be cc'd in the email to the HOA president. Before distributing notices, forward a copy of the proposed notice to the Engineer for review and approval.
- (b) Install appropriate portable signage, cones and position flaggers.
- (c) In most cases, existing lines, legends and symbols will be covered over with the TBST. Consult with the Engineer prior to the operation for exceptions.
- (d) Immediately prior to the product being applied, the pavement shall be cleaned of any loose materials such as rocks, soil, debris, vegetation and any other material which could cause incomplete coverage of the surface and the surface blown to remove dust. Any vegetation and debris in cracks shall be removed and cleaned to the satisfaction of the Engineer. Vegetation and debris encroaching onto the road surface shall be removed and disposed of beyond the limits of the project.
- (e) All cracks in pavement surface shall be cleaned and sealed using approved materials and methods before or after applying TBST as directed by the Engineer.
- (f) All oil spots which, in the opinion of the Engineer, could affect the bonding of the TBST shall be treated with an approved oil spot primer.
- (g) Protect items from damage or overspray, such as curb addresses, raised pavement markers, driveways, gutters, curbing, sidewalks, handicap ramps, mailboxes, utility boxes, monuments, brickwork, drain inlets, lawns, vehicles and any other objects as directed. Remove all protective coverings and remove from the project area after the application has been completed on a daily basis.

6.2 WEATHER REQUIREMENTS:

- (a) TBST shall only be applied when ambient air temperature in the shade is 55 degrees F and rising.
- (b) Follow all weather-related recommendations from the manufacturer.
- (c) Do not apply the TBST if freezing conditions are forecasted within 24 hours of placement.
- (d) Do not apply the TBST during rain, fog or when the pavement is wet.
- (e) Cease operations when conditions prolong the opening of the road to traffic two hours after completion of the application.
- (f) The time of the last shot of the day shall be based on the shot being dry and open to traffic prior to sunset.
- (g) All TBST work shall take place between March 15 and October 15 unless otherwise authorized by the Engineer.

6.3 APPLICATION PROCEDURES:

- (a) There are two application procedures for the TBST acceptable for this project. A **spray procedure** and a **scrub procedure**. The spray procedure utilizes the spray nozzles to apply the TBST to the pavement. The scrub procedure utilizes a scrub broom assembly attached to the distributor to scrub the TBST into the pavement as it is being sprayed. **All roads specified to be**

coated herein shall utilize the scrub procedure unless otherwise authorized by the Engineer.

i. Regardless of the application procedure used, an approved pre-treatment shall be applied to the roadway surface prior to the TBST. The application of the pre-treatment shall be in accordance with the requirements herein. The pre-treatment distribution equipment shall be approved for use by the Engineer and be capable of applying a uniform coating at the designated rate. The contractor shall provide a report to the inspector documenting the amount of pre-treatment applied per shot. The pre-treatment shall not be exposed to traffic prior to application of the TBST. The pre-treatment shall be applied within 30 minutes of the TBST application unless otherwise directed. If the TBST cannot be applied to the surface within the prescribed restrictions and traffic has been allowed to use the roadway, the pre-treatment must be reapplied.

ii. For the **Spray procedure**, two applications (shots) are required. Each shot shall be approximately half of the required total application quantity, adjusted to the satisfaction of the Engineer. The second shot shall be placed in the opposite direction of the first shot. A one coat application, with rate adjusted to the satisfaction of the Engineer, will be allowed for placement of the TBST with manual application equipment on the pavement adjoining a curbing or gutter. This one coat application shall only be allowed out a distance of 6"-10" away from the curbing or gutter. This allowance is to create room for horizontal variance in the shot by the distributor as it travels and minimize overspray onto the curbing or gutter. The first application must be thoroughly set and free of damp areas before the second application. The spray pattern shall be uniform without any pooling of the product. Start and stop the shot on building paper or other suitable material to create sharp edges as directed. All nozzles shall be operational and properly adjusted for height and pattern overlap. If streaking occurs, the contractor shall stop immediately and take corrective action before resuming operation. Any skips or light spots shall be corrected prior to moving operation to a new area.

iii. For the **Scrub procedure**, the total quantity per square yard is required to be shot at one time, unless directed otherwise. The rate of total quantity may be adjusted by the Engineer depending on the condition of the pavement. A one coat application will be allowed against a curb or gutter as described in section ii above. The scrub brooms shall be mounted in a metal frame and equipped with a means of attaching to and pulled by the distributor truck. The scrub broom assembly must be equipped with a means of raising and lowering the assembly when desired. It shall be towable in the elevated position. The weight the scrub broom assembly imparts on the pavement shall be adjustable related to the amount of TBST dragged or carried by the brooms such that, regardless of application rate, the brooms carry an excess amount of TBST in front of the brooms across the width of the area to be treated while containing the TBST inside of the scrub broom frame and not outside of the intended width of the treatment. The scrub broom assembly must have at least two rows of brooms to effectively force the TBST into the cracks and profile of the pavement.

(b) Contractor shall not dilute the mixture.

(c) Approved traffic control measures shall be used by the Contractor to protect the TBST from traffic until the new surface will support traffic without damage. Flaggers, warning signs, and barricades shall be provided by the Contractor to properly control traffic from traveling on the wet surface. All traffic control devices shall be removed from the travelled roadway at the end of the day.

6.4 APPLICATION RATES:

(a) Application Rates shall be calculated using the distributor weigh tickets and the area covered. The contractor shall provide the inspector with the weigh tickets after each shot and the inspector and the contractor shall work together to establish the area covered and then calculate the rate. The rate shall be reviewed by the inspector and the shot adjusted as required.

- i. The **Spray Application Target Rate** is 2.8 pounds per square yard. The optimum application rate is dependent on the condition of the pavement. The application rate may be adjusted by the Engineer.
- ii. The **Scrub Application Target Rate** is 3.0 pounds per square yard. The optimum application rate is dependent on the condition of the pavement. The application rate may be adjusted by the Engineer.
- iii. The **Pre-Treatment Application Rate** is 0.020 gallons per square yard unless otherwise specified by the manufacturer.

PART 7 - ACCEPTANCE:

A field inspection by the Engineer will be conducted to verify uniform coverage and completion of the contracted work. Any overspray onto unintended surfaces as described elsewhere in the plans shall be cleaned and restored to original condition at no additional pay. If the over sprayed items cannot be cleaned, they shall be removed and replaced at no additional pay. Streaking which cause a non-uniform surface appearance, in the opinion of the Engineer, shall be corrected at no additional pay. Any de-bonding of the TBST caused by surface contaminants, dirt or other issues shall be corrected and the area re-sprayed with TBST at no additional pay.

PART 8 – MEASUREMENT AND PAYMENT:

8.1 All work described by the plans and specifications and satisfactorily completed will be measured for payment. Payment will be calculated by the pound of applied product. Signage, maintenance of traffic, surface preparation, pavement pre- treatment and oil spot treatment will not be measured for payment. Crack sealing will be paid for under appropriate items.

8.2 Payment: TBST will be paid for at the contract unit price per pound.

8.3 Pay Item: Pay item will be made under Textured Bituminous Surface Treatment (TBST) (02796), per pound.

-END OF SECTION -

SECTION 02797

REF. NO. 3

ASPHALT REJUVENATOR SURFACE TREATMENT

PART 1 - SCOPE:

This work shall consist of furnishing all labor, material, and equipment necessary to perform all operations for the application of the rejuvenator to the surface of bituminous pavements as a preservative seal. The rejuvenation of surface courses shall be by spray application of a bio-based rejuvenating agent composed of naturally derived products with the exception of polymer modification, emulsified with water. All work shall be in accordance with the requirements, the applicable drawings, and subject to the terms and conditions of these specifications. The contractor shall provide the Agency access to software that tracks real-time data as it relates to job performance and progress. This can be achieved via website access or application, but must have the capability to show location of crews operating in the parish, their current status (e.g. work has started, in progress, or complete), and overall status of job completion.

PART 2 - MATERIAL SPECIFICATIONS:

The asphalt rejuvenating emulsion shall be composed of a bio-base product uniformly mixed with water and equipment to continuously mix. Each bidder must submit with their bid a certified statement from the rejuvenator manufacturer showing that the rejuvenating emulsion is non carcinogenic (both concentrate and diluted form) and conforms to the requirements below:

| Table 1. BIORESTOR® Asphalt Rejuvenator Emusifiable Concentrate Requirements | | |
|---|------------------------------|--------------|
| Property | Test Method | Requirements |
| Bio-Based Content, % | ASTM D-6866 | 90 min. |
| Viscosity 77°F, s | ASTM D-4212 Zahn #2 | 15-35 |
| Flash, COC, °F | ASTM D-92 | 200 min. |
| Specific Gravity | ASTM E-100-17 | 0.86-0.90 |
| Residual, w% | ASTM 244 (Mod ¹) | 64-72 |
| Polymer content, % | | 5 min. |
| pH | | 7 max. |
| *Odor | | Pine/Citrus |
| *Appearance | | Clear/Amber |
| ¹ ASTM 244 Evaporation Test for percent residue is modified by heating a 50 gram sample to 149°C (300°F) for 2 hours, then calculating results | | |

| Table 2. BIORESTOR® Asphalt Rejuvenator Emulsion Requirements | | |
|---|------------------------------|-------------|
| Bio-Based Content, % | ASTM D-6866 | 90 min. |
| Viscosity 77°F, s | ASTM D-4212 Zahn #2 | 10-25 |
| Specific Gravity | ASTM E-100-17 | 0.92-0.95 |
| Residual, w% | ASTM 244 (Mod ¹) | 25-35 |
| Appearance | | Milky/White |
| ¹ ASTM 244 Evaporation Test for percent residue is performed by heating a 50 gram sample to 100°C for 2 hours while agitating, then raising the temperature to 149°C (300°F) for an additional hour, and calculating results. *Water dilution shall be performed with potable water 1:1 by volume adding water to the concentrate | | |

PART 3 - MATERIAL PERFORMANCE & TEST SECTIONS:

The rejuvenating agent shall have a record of satisfactory service as an emulsified asphalt rejuvenating agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to decrease the viscosity of the asphalt binder as follows. The viscosity shall be reduced by a minimum of 25% for pavements less than or equal to 3 years old and 40% for pavements greater or equal to 4 years old. The rejuvenating agent shall not harm pavement striping so restriping is not required.

The bidder must submit with his bid the manufacturer's certification that the material proposed for use is in compliance with the concentrated rejuvenating agent requirements and the diluted emulsion requirements.

The bid submittal must include documentation of previous use and test data conclusively demonstrating that the rejuvenation product has been used successfully; and that the construction joint rejuvenation product has been proven to perform in a manner equivalent to above performance specification, through third party testing and/or agency use showing the required change in the recovered asphalt binder properties.

The agency, at their option and at the cost of the contractor, may require testing to be performed to determine the effect on the pavement. An untreated sample can be removed prior to treatment or taken from a small section that was left untreated to allow all cores to be taken at the same time. Treated cores should be taken 30-90 days after treatment. This is typical time frame but can be modified if needed. The top 1/4" and subsequent 1/4" of each core shall be removed for testing. The asphalt binder shall be extracted and recovered from the portion of each core using Caltrans Test Method (CTM) 365. Viscosities are then determined on the recovered asphalt binder using a sliding plate microviscometer (CTM 348) or Dynamic Shear Rheology (AASHTO T315). Penetrations are calculated from a nomograph. The percent decrease for viscosity or percent decrease in DSR values shall be calculated to show the effect of the rejuvenator. Testing the top 1/4" and the next 1/4" will determine the rejuvenator's ability to penetrate a full 1/2" of the asphalt's binder, which is required.

BIORESTOR® Asphalt Rejuvenator Emulsion as manufactured by BioBased Spray Systems, LLC is a product of known quality and accepted performance.

PART 4 - APPLICATOR EXPERIENCE:

The asphalt rejuvenating concentrate shall be received and diluted by the end applicator, 1:1 by volume. The asphalt rejuvenating emulsion agent shall be applied by an experienced applicator of such material. A project superintendent knowledgeable and experienced in application of the asphalt rejuvenating agent must be in control of each day's work. Prior knowledge of traffic control, traffic management, and traffic safety is required. Applicator shall have had training on spray system set up, maintenance, application rates, and proper storage. Disruption of traffic flow must be held to a minimal amount of time. Traffic must not be allowed onto the roadway until rejuvenating agent has cured. Approximately 30-60 minutes.

PART 5 - PREPARATION AND APPLICATION:

Applicator is responsible for sweeping and cleaning of asphalt prior to treatment. All dirt, leaves, standing water, foreign material, etc. shall be removed. Self-propelled sweepers or high-volume power-blowing equipment provides the applicator with a sufficient pavement conditions.

Product will be shipped and delivered to end user as a concentrate. Product shall be applied as a rejuvenator emulsion diluted 1:1 by volume by the applicator. Rate of application for the entire asphalt pavement is stated at 0.02 gal/sq. yd. for asphalt 3 years or newer, and 0.03 gal/sq. yd. for asphalt older than 3 years. Construction joint treatment with the emulsion is stated as 0.03 gal/sq.yd. for new pavements but possibly up to 0.04 gal/sq. yd. depending on age and type of service. Pavements with low air void or high density (94+) are not recommended as good candidates for rejuvenation. For optimal results consult with a pavement preservation engineer professionals prior to application.

Pavement surface temperatures is recommend to be 50°F and rising for optimal drying time. Treated sections of pavement shall be kept free of traffic until penetrated and cured. Typically between 30-60 minutes in ideal conditions, with weather and pavement conditions determining these time factors. Cure time varies on many factors including: Outside temperature, sunlight, pavement density, pavement age, ect. Traffic control shall be in accordance with local, state and federal requirements. Skid / brake testing may be requested at the engineer's discretion. The contractor must possess the capability to perform GPS precision testing for patterns of braking, acceleration, and general motion on a road prior to treatment and after treatment. The information produced will directly correlate to a road's optimal condition for reopening.

NOTE: The use of sand shall only be allowed in emergency situations only. In the event sand is used the contractor is responsible for the cleaning of all loose material and its proper disposal.

PART 6 - EQUIPMENT:

Spray system should consist of a centrifugal pump that supplies on-demand pressure to the system. An electronic flowmeter coupled with a computer console shall be used to apply the input application rate. Spray system will be equipped with control module coupled with a GPS system which can simultaneously adjust the application rate as speed varies (within ± 1 mph of desired speed) typically 4-6 mph. Spray bar should be capable of spanning from 8.5 feet to 12.5 feet to allow for maximum square yard coverage and include a hand wand to address smaller areas and touch up work. Contractor must have equipment on-hand at time of bid submittal. Contractor's yard will be inspected before bid award

PART 7 - PRODUCT STANDARDS:

The product "**BIORESTOR® Asphalt Rejuvenator Emulsifiable Concentrate**" as previously manufactured by Biobased Spray Systems, LLC is the standard concentrate to be emulsified with water 1:1. **BIORESTOR® Asphalt Rejuvenator Emulsion** applied by the applicator, is the standard for the asphalt rejuvenating emulsion agent requirements and the prices quoted on the bid sheet base bid shall be for one of these standards.

PART 8 – MEASUREMENT AND PAYMENT

8.1 Measurement: All work described by the plans and specifications and satisfactorily completed will be measured for payment. Payment will be calculated by the square yard of applied product. Signage, maintenance of traffic, surface preparation, pavement pre- treatment and oil spot treatment will not be measured for payment.

8.2 Payment: Asphalt Rejuvenator Surface Treatment will be paid for by the unit price per square yard.

8.3 Pay Item: Pay item will be made under Asphalt Rejuvenator Surface Treatment (02797), per square yard.

-END OF SECTION -

SECTION 01716
REF. NO. 8

ANNUAL PARISH ROAD ASSESSMENT REPORT

PART 1 - GENERAL

1.1 Scope: This section describes the requirements of the Annual Parish Road Assessment Report.

PART 2 – PRODUCTS

2.1 General: The CONTRACTOR shall provide the OWNER with three (3) copies of the Annual Parish Road Assessment Report.

PART 3 - EXECUTION

3.1 General: The CONTRACTOR shall be required physically drive each Ascension Parish road, and roads maintained by the parish, to visually inspect them for defects / damage. Those items shall be documented through photographs along with recommended preservation treatment(s). Defects / damage found that is not preservation worthy shall still be documented in the same manner.

CONTRACTOR shall make note of areas of concern along roadways including (but not limited to) raveling (medium-high), weathering (low-medium-high), alligator cracking, potholes, edge failures, rutting, random cracking, base failures, etc. Estimated quantities of each shall be included for each road.

CONTRACTOR shall utilize most current Pavement Condition Index (PCI) when prioritizing recommended roads.

CONTRACTOR shall combine areas of concern in report format organized alphabetically by the road name. Details of the areas of concern shall include start point, end point, comments of the area of concern, and recommended remediation.

The CONTRACTOR shall provide printed photographs of the areas of concern as part of the Annual Parish Road Assessment Report.

- END OF SECTION-

SECTION 02798

SEALING OF LARGE CRACKS WITH FIBER REINFORCED POLYMER PATCHING

PART 1 -GENERAL

1.1 Description: This item consists of removing existing material and the sealing of cracks or potholes that are too large to be sealed with standard crack sealing techniques. The sealing of large cracks shall be in accordance with the following requirements and/or as directed by the Engineer. The contractor shall provide the Agency access to software that tracks real-time data as it relates to job performance and progress. This can be achieved via website access or application, but must have the capability to show location of crews operating in the parish, their current status (e.g. work has started, in progress, or complete), and overall status of job completion.

PART 2-PRODUCTS

2.1 Patching Material: The patching material shall be a hot-applied patching material consisting of a combination of binder, polymers, graded fillers, aggregates, fibers, and rubber that once heated provides an impermeable void-less solid mass at ambient temperatures. Patching material shall be "Mastic One" or "PolyPatch", as manufactured by Crafcro, Inc., or approved equal.

PART 3 -EXECUTION

3.1 General: The following steps shall be implemented to clean and seal cracks:

1. Remove existing material from joint by wire brushing.
2. Remove remaining debris by air blasting.
3. If needed, dry existing crack with heat lance.
4. Apply Hot-Poured Patching Material to cracks or pot-holes.

3.2 Preparing the Crack: The crack shall be cleaned of foreign material (such as dirt and grass) by use of a wire wheel, wire brush or wire broom. Cracks will then be blow free of remaining foreign material by air blasting just prior to sealing. If crack shows signs of moisture, a heat lance shall be used to dry the crack.

3.3 Patching Material Installation: Sealant shall be applied as recommended by the manufacturer and with an applicator certified by the material manufacturer. If the repair void is deeper than 2 inches the patching materials shall be installed in two (2) lifts.

3.4 De-Tacking Agent: A detacking agent may be applied for faster re-opening to traffic.

3.5 Final Acceptance: Overfilling shall not be permitted. If excess material occurs on the surface, it shall be thoroughly scraped off. In-place sealant which is not completely bonded to the surfaces of the joint walls, or develops cohesive failure, or contains voids or entrapped air, or fails to set to a tack-free condition within 24 hours, or shows swelling or other deficiencies, will be rejected. Sealant may be rejected at any time prior to final acceptance of the project. Sealant which is rejected shall be removed from the joint, wasted, and the joint recleaned and resealed in accordance with the specifications, at no additional cost to the Owner.

3.6 Equipment: All equipment necessary for the proper construction of this work shall be on the project and in first-class working condition. The equipment shall be as recommended by the manufacturer of the filler and approved by the Engineer before construction is permitted to start. Contractor must have equipment on-hand at time of bid submittal. Contractor's yard will be inspected before bid award.

3.7 Air blasting Equipment: An air compressor shall be used for final cleaning, and must produce sufficient air quality, pressure, and volume to thoroughly clean the joints.

This requires the following:

- The air supply must be clean, dry, and contain no oil.
- A compressor with a minimum of 2.5 cfs at the nozzle and 90 psi must be used.

Air compressors shall be capable of delivering compressed air having a pressure in excess of 90 psi and shall be equipped with suitable traps for removal of all free water and oil from the compressed air. In most cases, the inside of the hose for a lubricating air compressor is coated with oil. This oil must be removed or the hose must be replaced to keep oil from reaching the joints. The compressor shall be checked daily for expulsion of oil with the compressed air.

3.8 Applicators: Applicators shall be certified by the material manufacturer.

PART 4 - MEASUREMENT AND PAYMENT

4.1 Method of Measurement: Joint/crack cleaning and resealing will be measured by the pound of material used.

4.2 Basis of Payment: Payment for this item will be at the contract unit price per pound. The price shall be full compensation for furnishing all materials, for all preparation, delivering, and placing these materials, and for all labor, equipment, tools, and incidentals necessary to compete the item, including removal and disposal of existing joint sealing materials.
Payment will be made under:

4.3 Pay Items: Payment will be made under:

Cleaning and Sealing Large Cracks with Fiber Reinforced Polymer Patching, 02798 per Pound.

- END OF SECTION -