

LAFOURCHE PARISH FIRE DISTRICT NO. 3

PROJECT MANUAL

FOR

FIRE CENTRAL TRAINING TOWER

HIR-FCTT

FEMA DI NUMBER: 1209203

DEVIN DEDON – FIRE CHIEF

LAFOURCHE PARISH FIRE DISTRICT NO. 3 BOARD MEMEBERS

REGGIE PITRE
AARON MONTEZ
DEAN SAVOIE
MORRIS GUIDRY
TROY DUFRENE

CHAIRMEN
MEMBER
MEMBER
MEMBER
MEMBER



Prepared By:



ENGINEERING LLC

TYPE OF CONSTRUCTION
BUILDING CONSTRUCTION

ISSUED FOR BID

FRONT END DOCUMENTS TABLE OF CONTENTS

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

1. Table of Contents.
2. Advertisement for Bids.
3. Instructions to Bidders.
4. List of Required Documents.
5. Louisiana Uniform Public Works Bid Form and Unit Price Form.
6. Bid Security/Bid Bond Form.
7. Resolution.
8. LPFD3 Non-Collusion Affidavit.
9. Louisiana Non-Collusion Affidavit (LRS 38:2224).
10. Verification of Employees Affidavit (LRS 38:2212.10).
11. Attestation Form – Past Criminal Conviction of Bidders (LRS 38:2227).
12. Certification Regarding Unpaid Worker’s Compensation Insurance (LRS 23:1726(B)).
13. Owner-Contractor Agreement AIA Document A101-2017, amended by Owner, including its Federal Contract Clauses Exhibit A.
14. Payment and Performance Bond documents.
15. General Conditions of the Contract for Construction AIA Document A201-2017, amended by Owner.
16. Application for Payment documents.
17. Louisiana Dept. of Revenue Sales Tax Exemption Form.
18. Special Provisions.

Technical Specification Sections (to follow):

1. Division I: General Requirements
2. Division 01: General Requirements
 - a. Section 01 71 13 – Mobilization and Demobilization
 - b. Section 01 71 23.16 – Construction Surveying
3. Division 03: Concrete
 - a. Section 03 30 00 – Cast-In-Place Reinforced Concrete
4. Division 13: Special Construction
 - a. Section 13 00 00 – Special Construction
5. Division 21: Fire Suppression
 - a. Section 21 11 16 – Facility Fire Hydrants
6. Division 26: Electrical
 - a. Section 26 00 00 – Electrical Systems
7. Division 31: Earthwork
 - a. Section 31 23 16 - Trenching
 - b. Section 31 24 00 – Embankment
 - c. Section 31 62 19 – Timber Piles

- 8. Division 32: Exterior Improvements
 - a. Section 32 15 00 – Aggregate Base Course
 - b. Section 32 31 13 – Chain Link Fences and Gates
- 9. Division 33: Utilities
 - a. Section 33 05 05.31 – Hydrostatic Testing
 - b. Section 33 11 00 – Water Utility Distribution Piping
- 10. Division 34: Transportation
 - a. Section 34 01 00 – Transportation Maintenance Surfacing

END OF TABLE OF CONTENTS

SECTION A
ADVERTISEMENT FOR BIDS

ADVERTISEMENT FOR BIDS

Lafourche Parish Fire District 3 will receive sealed bids before **3:00 P.M., Thursday, February 27th, 2025** at **GIS Engineering, LLC, 197 Elysian Drive, Houma, Louisiana, 70363** for the following Hurricane Ida Recovery Project:

Fire Central Training Tower

HIR-FCTT

Complete Bid Documents prepared by GIS Engineering, LLC, 197 Elysian Drive, Houma, LA, for this Project are available in electronic form. They may be obtained without charge and without deposit from www.csrinc.com/LPFD3. Bid Documents may also be obtained from www.centralbidding.com for a nominal charge or subscription. Printed copies are not available from the Owner or Architect, but arrangements can be made to obtain printed Bid Documents through most reprographic firms. Bidders are responsible for any subscription, downloading, reproduction or mailing costs.

No Bid shall be considered or accepted unless the bid is accompanied by bid security in an amount not less than five percent (5%) of the Base Bid and all Additive Alternates. The bid security shall be in the form of certified check or cashier's check drawn on a bank insured by the FDIC, or on the Bid Bond Form contained in the Front End Documents written by a surety company licensed to do business in Louisiana with a A.M. Best rating of "A" or better, countersigned by a person who is under contract with the surety company or bond insurer as a licensed agent in this state and who is residing in this state.

Bids shall be accepted only from Contractors who are licensed under LS R.S. 37:2150- 2163 for the classification of **Building Construction**. No bid may be withdrawn for a period of thirty (30) days after receipt of bids, except under the provisions of LA. R.S. 38:2214. Evidence of authority to submit the bid shall be required in accordance with LA. R.S. 38:2212 (B) (2), (5) and/or LA. R.S. 39:1594 (C) (4).

A Pre-Bid Conference will be conducted at **Lafourche Parish Fire District No. 3 Headquarters, 17462 West Main Street, Cut Off, Louisiana**, on **Monday, February 10th, 2025 at 3:00 P.M.** Attendance is non-mandatory.

Each bid must be placed in an envelope, sealed and marked on the outside:

"Bid Enclosed for Fire Central Training Tower, HIR-FCTT to be opened at **GIS Engineering, LLC Office, 197 Elysian Drive, Houma, LA, 70363** on **Thursday, February 27th, 2025 at 3:00 P.M.** Refer to Instructions for Bidders for other requirements on outside of envelope.

Bid may also be submitted by electronic means via website www.centralbidding.com. Free registration is required in order to submit a bid via the Central Bidding website.

The Owner reserves the right to reject any and all bids for just cause as permitted by LA. R.S. 38:2214 (B). The ability of an entity to reject any bid is applicable only when administered in accordance with the Public Bid Law. In accordance with LA. R.S. 38:2212 (B) (1), the provisions and requirements of this section, and those stated in the Bidding Documents shall not be waived by any public entity.

Devin Dedon, Chief

Publish in The Daily Comet newspaper:

January 27th, 2025, February 3rd, 2025 and February 10th, 2025.

SECTION B

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - DEFINITIONS

- 1.1 The Bid documents include the following:
- Advertisement for Bids.
 - Instructions to Bidders.
 - List of Required Documents.
 - Louisiana Uniform Public Works Bid Form and Unit Price Form.
 - Bid Security/Bid Bond Form.
 - Resolution.
 - Louisiana Non-Collusion Affidavit (LRS 38:2224).
 - Verification of Employees Affidavit (LRS 38:2212.10).
 - Attestation Form – Past Criminal Conviction of Bidders (LRS 38:2227).
 - Certification Regarding Unpaid Worker’s Compensation Insurance (LRS 23:1726(B)).
 - Owner-Contractor Agreement AIA Document A101-2017, amended by Owner, including its Federal Contract Clauses Exhibit A.
 - Payment and Performance Bond.
 - General Conditions of the Contract for Construction AIA Document A201-2017, amended by Owner.
 - Louisiana Dept. of Revenue Sales Tax Exemption Form.
 - Specifications
 - Drawings
 - Addenda issued during bid period and acknowledged on the Bid Form
- 1.2 All definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201-2017 as amended, or in other Contract Documents, are applicable to the Bid Documents.
- 1.3 Addenda are written and/or graphic instruments issued by the Architect prior to the opening of bids which modify or interpret the Bid Documents by additions, deletions, clarifications, corrections, and prior approvals.
- 1.4 A Bid is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, supported by data called for by the Bid Documents.
- 1.5 Base Bid is the sum stated in the Bid for which the Bidder offers to perform the work described as the Base, to which work may be added for sums stated in Alternate Bids.
- 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or subtracted from the amount of the Base Bid if the corresponding change in project scope or materials or methods of construction described in the Bid Documents is

accepted.

- 1.7 A Bidder is one who submits a bid for a prime contract with the Owner for the work described in the proposed Contract Documents.
- 1.8 A Sub-Bidder is one who submits a bid to a Bidder for materials and/or labor for a portion of the work.
- 1.9 Where the word "Architect" is used in any of the Documents, it shall refer to the Prime Designer of the project, a state-licensed Architect, Engineer or Landscape Architect.

ARTICLE 2 - BIDDER'S REPRESENTATION

- 2.1 Each Bidder by making his Bid represents that:
 - 2.1.1 He has read and understands the Bid Documents and his Bid is made in accordance therewith.
 - 2.1.2 He has visited the site and has familiarized himself with local conditions under which the work is to be performed.
 - 2.1.3 His Bid is based upon the materials, systems, and equipment described in the Bid Documents as advertised and as modified by Addenda.
- 2.2 The Bidder must be fully qualified under any state or local licensing law for Contractors in effect at the time and at the location of the work before submitting his Bid. In the State of Louisiana, Revised Statute 37:2150 et. seq. will be considered, if applicable. Contractor shall be responsible for determining that all of his sub-bidders or prospective subcontractors are duly licensed in accordance with law.
- 2.3 The Bidder must not be debarred as determined by the Federal Government's Excluded Parties List, and it is the responsibility of the Contractor to verify subcontractor eligibility based on factors such as past performance, proof of liability insurance, possession of a federal ID tax number, debarment, and state and local licensing requirements. The prime contractor may use the web site: <https://www.sam.gov/SAM> to determine if a subcontractor has been debarred at the federal level.

ARTICLE 3 - BID DOCUMENTS

- 3.1 Bid Documents.

Complete Bid Documents for this Project are available in electronic form. They may be obtained without charge and without deposit from www.csrinc.com/LPFD3. Bid Documents may also be

obtained from www.centralbidding.com for a nominal charge or subscription. Printed copies are not available from the Owner or Architect, but arrangements can be made to obtain printed Bid Documents through most reprographic firms. Bidders are responsible for any subscription, downloading, reproduction or mailing costs.

3.1.1 Complete sets of Bid Documents shall be used in preparing Bids; neither the Owner nor the Architect assumes any responsibility for error of misinterpretation resulting from the use of incomplete sets of Bid Documents.

3.1.2 The Owner and Architect make the Bid Documents available to Bidders only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.

3.2 Interpretation or Correction of Bid Documents

3.2.1 Bidders shall promptly notify the Architect of any ambiguity, inconsistency or error, which they may discover upon examination of the Bid Documents or of the site and local conditions.

3.2.2 Bidders requiring clarification or interpretation of Bid Documents shall make a written request to the Architect to reach him at least seven (7) days prior to the date and time of receipt of bids.

3.2.3 Any interpretation, correction or change of the Bid Documents will be made by Addendum. Interpretations, corrections or changes of Bid Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections, or changes.

3.3 Substitutions

3.3.1 The materials, products, and equipment described in the Bid Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

3.3.2 No substitution will be considered unless written request for approval has been submitted by the Proposer and has been received by the Architect at least seven (7) days prior to the date and time for receipt of bids. 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 model numbers, drawings, cuts, performance and test data, and other information necessary for evaluation. A statement setting forth any changes in any 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 Proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

- 3.3.3 If the Architect approves any proposed substitution such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.
- 3.4 Addenda.
- 3.4.1 Addenda will be posted on www.csrinc.com/LPFD3 and www.centralbidding.com. Printed copies are not available from the Owner or Architect, but arrangements can be made to obtain printed Addenda through most reprographic firms. Bidders are responsible for any subscription, downloading, reproduction or mailing costs.
- 3.4.2 Bidders are responsible for obtaining Addenda online. Addenda will not be mailed or distributed by Architect or Owner.
- 3.4.3 Addenda shall not be issued within a period of seventy-two (72) hours prior to the advertised time for the opening of bids, excluding Saturdays, Sundays, and any legal holidays; however, if the necessity arises to issue an addendum modifying plans and specifications within the seventy-two (72) hour period prior to the advertised time for the opening of bids, then the opening of bids shall be extended exactly one (1) week, without the requirement of re-advertising.
- 3.4.4 Each Bidder shall ascertain prior to submitting his Bid that he has received (via download) all Addenda issued, and he shall acknowledge their receipt on the Bid Form.

ARTICLE 4 - BIDDING PROCEDURES

- 4.1 Form and Style of Bids
- 4.1.1 Bids shall be submitted on the forms provided in the Bid Documents. Refer to **List of Required Documents** for other items required to be submitted with Bid.
- 4.1.2 All blanks on the Bid Form shall be filled in by typewriter or manually in ink.
- 4.1.3 Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written words shall govern.
- 4.1.4 Any interlineation, alteration or erasure must be initialed by the signer of the Bid or his authorized representative.
- 4.1.5 Bidders are cautioned to complete all Alternates should such be required in the Bid Form. Failure to submit alternate prices will render the Proposal informal and may

cause its rejection.

- 4.1.6 Bidder shall make no additional stipulation on the Bid Form nor qualify his Bid in any other manner.
- 4.1.7 The Bid shall include the legal name of Bidder and statement whether the Bidder is a sole proprietorship, partnership, corporation, or any other legal entity and his Bid shall be signed by the person or person legally authorized to bind the Bidder to a contract. Bid submitted by an agency shall have a current Power of Attorney attached certifying the agent's authority to bind Bidder.
- 4.1.8 On any Bid in excess of Fifty Thousand Dollars & no cents (\$50,000.00), the Contractor shall certify that he is licensed under LA R.S. 37:2150-2163 and show his license number on the Bid above his signature or signature of his duly authorized representative.
- 4.2 Bid Security
 - 4.2.1 No Bid shall be considered or accepted unless the bid is accompanied by bid security in an amount of not less than five percent (5%) of the Base Bid and all additive Alternates. The bid security shall be in the form of a certified check or cashier's check drawn on a bank insured by the Federal Deposit Insurance Corporation, or on the Bid Bond contained in the Front End Documents written by a surety company licensed to do business in Louisiana and with a current A.M. Best rating of "A- VI" or better, countersigned by a person who is under contract with the surety company or bond insurer as a licensed agent/broker in this state and accompanied by appropriate Power of Attorney in Fact for the State of Louisiana.
 - 4.2.2 Bid security furnished by the Contractor shall guarantee that the Contractor will, if awarded the work according to the terms of his proposal, enter into the Contract and furnish Performance and Payment Bonds as required by these Contract Documents, within ten (10) days after written notice that the instrument is ready for his signature.
 - 4.2.3 Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as penalty.
 - 4.2.4 The Owner will have the right to retain the bid security of Bidders until either (a) the Contract has been executed and bonds have been furnished, or (b) the specified time has elapsed so that bids may be withdrawn, or (c) all bids have been rejected.
- 4.3 Submission of Bid
 - 4.3.1 Bids shall be sealed in an opaque envelope and will be received until the time specified

and at the place specified in the Advertisement for Bids. It shall be the specific responsibility of the Bidder to deliver his sealed bid to the Lafourche Parish Fire District 3 at the appointed place and prior to the announced time for the opening of bids. Late delivery of a bid for any reason, including late delivery by U.S. Mail or express delivery, shall disqualify the Bid.

- 4.3.2 The sealed bid envelope shall be marked on the outside with: "Bid Enclosed for Fire Central Training Tower Restoration, HIR-FCTT" to be opened on **Thursday, February 27th, 2025 at 3:00 P.M.** The outside of the bid envelope shall include the name, address and Contractor's license number of the Bidder as required by LA. R.S. 37:2163.
- 4.3.3 If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the same notation described at 4.3.2 on the face thereof. Such bids shall be sent by Registered or Certified Mail, Return Receipt Requested, and addressed to: **GIS Engineering, LLC, 197 Elysian Drive, Houma, Louisiana 70363.**
- 4.3.4 Bids shall be deposited at the designated location prior to the time and the date for receipt of bids indicated in the Advertisement for Bids, or an extension thereof made by Addendum. Bids received after the time and date for receipt of bids will be returned unopened.
- 4.3.5 Bidder shall assume full responsibility for timely delivery at location designated for receipt of bids.
- 4.3.6 Oral, telephonic or telegraphic bids or modifications to bids are invalid and will not receive consideration. Owner will not consider notation written on outside of bid envelope which has the effect of amending the Bid.
- 4.3.7 Bid may also be submitted by electronic means via website www.centralbidding.com. Free registration is required in order to submit a bid via the Central Bidding website.
- 4.4 Modification or Withdrawal of Bid
 - 4.4.1 A Bid may not be modified, withdrawn or cancelled by the Bidder during the time stipulated in the Advertisement for Bids, for the period following the time and bid date designated for the receipt of bids, and Bidder so agrees in submitting his bid, except in accordance with Act III of 1983 which states, in part, "Bids containing patently obvious mechanical, clerical or mathematical errors may be withdrawn by the Contractor, if clear and convincing sworn, written evidence of such errors is furnished to the public entity within forty-eight hours of the bid opening excluding Saturdays, Sundays and legal holidays."
 - 4.4.2 Prior to the time and date designated for receipt of Bids, Bids submitted early may be

modified or withdrawn only by notice to the party receiving bids at the place and prior to the time designated for receipt of bids.

- 4.4.3 Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.
- 4.4.4 Bid Security shall be in an amount sufficient for the Bid as modified or resubmitted.

ARTICLE 5 - CONSIDERATION OF BIDS

5.1 Opening of Bids

- 5.1.1 The properly identified bids received on time will be opened publicly and read aloud, and a tabulation abstract of the amounts of the Base Bid and Alternates, if any, will be made available to Bidders.

5.2 Rejection of Bids

- 5.2.1 The Owner shall have the right to reject any or all bids and in particular to reject a bid not accompanied by any required bid security or data required by the Bid Documents or a bid in any way incomplete or irregular.

5.3 Acceptance of Bid

- 5.3.1 Any bid shall include no more than three alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Determination of the low bidder shall be on the basis of the sum of the base bid and any alternates accepted. However, the Owner reserves the right to accept alternates in any order which does not affect determination of the low bidder, per LA. R.S. 38:2212 (J).
- 5.3.2 It is the intent of the Owner to award a contract to the lowest responsible bidder in accordance with the requirements of the Bid Documents, and if the bid does not exceed the funds available.
- 5.3.3 Due to the nature of potential Project funding sources, full funding may not be readily-available at the time the bids are received. As a result, pursuant to Louisiana Revised Statute 38:2215, the Owner is exempt from the requirement of acting to award the Contract or reject all bids within forty-five (45) calendar days of receipt of the bids. Pursuant to this Statute, the Owner specifically reserves the right to hold all bids for greater than forty-five (45) calendar days.

ARTICLE 6 - POST BID INFORMATION

- 6.1 Refer to **List of Required Documents** for other items required to be submitted by the apparent low bidder within ten (10) days after bid opening. Where forms are required, blank forms are included in the Bid Documents.
- 6.2 The apparent low Bidder has a maximum of ten (10) days from the bid opening to produce any required post bid submittals. If the apparent low Bidder does not submit the proper information or documentation as required by the Bid documents within the ten-day period, such Bidder shall be declared non-responsive, which will result in automatic disqualification of bid.
- 6.3 Proposed list of subcontractors, materials suppliers, and superintendents.
 - 6.3.1 Within 24 hours after bids are opened, the Contractor identified as the apparent low bidder shall make the following submittals to the Architect: A tentative list of all subcontractors or other persons or organizations (including those who are to furnish materials or equipment fabricated to special design) proposed for principal portions of the work, as well as the proposed superintendent. Also provide a designation of the work to be performed by the Contractor with his own forces.
 - 6.3.2 It is recognized that the acceptance or rejection of alternates contained in the bid proposal may ultimately determine the low bidder on the project. In the event a Contractor, other than the Contractor identified as the apparent low bidder at the bid opening, becomes the low bidder as a result of such selection of alternates, this contractor shall make the submittals required by this section within 24 hours after notification by the Owner.
 - 6.3.3 The Contractor will be required to establish to the satisfaction of the Architect and the Owner the reliability and responsibility of the proposed subcontractors to furnish and perform the work described in the section of the specifications pertaining to such proposed subcontractors' respective trades.
 - 6.3.4 The Architect will notify the Contractor if the Owner, after due investigation, has reasonable and substantial objection to any person or organization on the Contractor's list of proposed subcontractors. If there are objections the Contractor shall submit alternative subcontractor(s) for their approval.
 - 6.3.5 Subcontractors and other persons and organizations proposed by the Bidder and accepted by the owner and the Architect upon the awarding of a contract must be used on the work for which they were proposed and accepted and shall not be changed except upon the recommendation of the Architect and approved by the Owner in the form of a change order. Any changes on the tentative 24 hour list submitted by the Contractor prior to the awarding of the contract must be requested in writing to the

Architect with proper justification. Any change in the tentative list of subcontractors will require recommendation from the Architect to the Owner. The recommendation and approval of the Owner must be made in writing.

- 6.3.6 The lowest responsible bidder shall submit to the Architect and the Owner prior to award of the contract a letter from the manufacturer that the manufacturer will issue the roof system guarantee based on the specified roof system and include the name of the applicator acceptable to the manufacturer for installing the specified roof system. This manufacturer shall be one that has received prior approval or is named in the specifications.
- 6.4 Additional Submissions
 - 6.4.1 A Schedule of Values segregating the entire Contract Sum into the divisions of the Specifications shall be provided to the Architect. No payments will be made to the Contractor until this is received.
 - 6.4.2 A copy of applicable state, parish, or municipal licenses legally required for Contractor and subcontractors shall be provided to the Architect. No payments will be made to the Contractor until this is received.
 - 6.4.3 Federal and state tax identification numbers on General Contractors and subcontractors shall be provided to the Architect. No payments will be made to the Contractor until this is received.

ARTICLE 7 - PERFORMANCE & PAYMENT BONDS

- 7.1 Bond Required
 - 7.1.1 The Contractor shall furnish and pay for a Performance & Payment Bond written by a company licensed to do business in Louisiana, which shall be countersigned by a person who is contracted with the surety company or bond issuer or approved broker, and who is licensed as an insurance agent/broker of the company or issuer, and who is licensed as an insurance agent in this State, and who is residing in this State, in an amount equal to the 100% of the Contract amount. By issuing such Performance and Payment Bond, the surety acknowledges they are on the current U.S. Department of the Treasury Financial Management Service List of approved bonding companies, and complies with all other provisions of R.S. 38:2219.
- 7.2 Time of Delivery and Form of Bond
 - 7.2.1 The Bidder shall deliver the required bond to the Owner simultaneous with the execution of the contract.

- 7.2.2 Bond shall be in form identified in the Bid Documents.
- 7.2.3 The Bidder shall require the Attorney-In-Fact who executes the required bond on behalf of the surety to affix thereto a certified and current copy of his power of attorney.

ARTICLE 8 - FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

- 8.1 Form to be Used
 - 8.1.1 Form of the contract to be used shall be as identified in the Bid Documents.
- 8.2 Award
 - 8.2.1 In accordance with Louisiana Law, if the Contract is awarded to the Bidder, he shall at the time of the signing of the Contract or prior, execute the Non-Collusion Affidavit included in the Bid Documents, and shall execute the Byrd Anti-Lobbying Certification contained in Exhibit A to Owner-Contractor Agreement.
 - 8.2.2 Before award of the contract, the successful Bidders shall furnish to the Owner a certified copy of the minutes of the corporation or partnership meeting which authorized the party executing the Bid to sign on behalf of the Contractor.
 - 8.2.3 The Owner shall incur no obligation to the Contractor until the Owner-Contractor Agreement is fully-executed.

ARTICLE 9 - COMPLETION TIME & LIQUIDATED DAMAGES

- 9.1 The completion of the contract must be as stated below, subject to such extensions as may be granted under Paragraph 8.3, Delays and Extensions of Time: in the General Conditions and the Supplementary Conditions, or the Contractor will be subject to pay to the Owner Liquidated Damages in the amount of Five Hundred Dollars **(\$500.00) per calendar day**. Time is of the essence in performance of this Contract and satisfactory completion of this Project.
- 9.2 Bidder acknowledges the Project shall be Substantially Complete in **150 calendar days** from receipt of written Notice to Proceed from Owner.

ARTICLE 10 - BUILDING MATERIAL EXCLUSIONS

- 10.1 All building materials shall be free of asbestos.
- 10.2 All plumbing materials shall be free of lead.
- 10.3 All paints shall be free of lead.
- 10.4 Contractors should use the least-hazardous materials. Material Safety Data Sheets (MSDS) shall be available as required by the Contract Documents.

ARTICLE 11 - PRE-BID CONFERENCE

- 11.1 A pre-bid conference shall be held at the project site at least ten (10) days before the date for receipt for bids. Refer to the Advertisement for Bids to determine if attendance at the pre-bid conference is mandatory and a pre-requisite for submitting a bid, or if attendance is non-mandatory. The Architect shall coordinate the setting of the date, time and place for the pre-bid conference. The purpose of the pre-bid conference is to familiarize Bidders with the requirements of the Project and the intent of the Contract Documents, and to receive comments and information from interested Bidders.
- 11.2 Any revision of the Bid Documents made as a result of the pre-bid conference shall not be valid unless included in an Addendum issued in accordance with Paragraph 3.4 of the Instructions to Bidders.

ARTICLE 12 - APPLICABILITY

- 12.1 Any article located in the Instructions to Bidders found to be in conflict with the General Conditions and/or Supplementary Conditions will take precedence over the latter of the two set of Articles.

ARTICLE 13 - FEDERALLY FUNDED PROJECTS

- 13.1 The Owner intends to pursue reimbursement of eligible Project costs from funding sources including Federal Emergency Management Agency (FEMA) Public Assistance Program, therefore compliance with applicable Federal Contract Clauses (attached as Exhibit A to Owner-Contractor Agreement) is required.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

- 14.1 The Contractor acknowledges that Owner's operations at any site may occur anytime 24 hours a day any day of the year and such Owner's operations cannot be interrupted, delayed or adversely-affected in any way during construction.
- 14.2 Owner is hereby recognized as a statutory employer of Contractor's employees, including but not limited to Contractor's direct employees, immediate employees, and statutory employees. This contract recognizes the existence of a statutory employer relationship between Lafourche Parish Fire District 3 and Contractor in accord with Act 315 of 1997.
- 14.3 The costs of any required construction, demolition or other permits from any authority having jurisdiction over the Project are to be included in the Base Bid.

ARTICLE 15 - SALES AND USE TAX EXEMPTION

- 15.1 In accordance with applicable rules adapted and promulgated by the Louisiana Department of Revenue, the Owner shall designate the contractor and all subcontractors as its agents for the purchase and lease of materials, supplies or equipment for the project. 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 Department of Revenue, a copy of which is included in the Bid Documents.

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 are 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.

The Owner will furnish to the contractor and subcontractors its Certificate of Sales/Use Tax Exemption/Exclusion on the form prescribed by the Louisiana Department of Revenue. The contractor and subcontractors shall furnish a copy of such certificate to all vendors or suppliers of any of the materials, supplies or equipment described above. The Contractor and subcontractors shall make all purchases and leases on behalf of and as the agent of the Owner. Rules and regulations of the Louisiana Department of Revenue shall prevail over any conflicting provisions or specifications of the contract.

End of Instructions to Bidders

SECTION C
LIST OF REQUIRED DOCUMENTS

LIST OF REQUIRED DOCUMENTS

The following items are required to be submitted as part of the Contractor's Bid:

1. Louisiana Uniform Public Works Bid Form.
2. Louisiana Uniform Public works Bid Form – Unit Price Form (when applicable).
3. Bid Security check or Bid Bond Form (with Power of Attorney if applicable).
4. Evidence of Corporate Authority of the person signing the Bid, (per LRS 38:2212(5)).

The following items are required to be submitted by the Apparent Low Bidder to the Architect within ten (10) calendar days of the Bid:

1. Resolution.
2. LPFD 3 Non-Collusion Affidavit.
3. Louisiana Non-Collusion Affidavit (per LRS 38:2224).
4. Verification of Employees Affidavit (per LRS 38:2212.10).
5. Attestation Form – Past Criminal Conviction of Bidders (per LRS 38:2227).
6. Certification Regarding Unpaid Worker's Compensation Insurance (LRS 23:1726(B)).

END OF SECTION

SECTION D

BID FORM

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: Lafourche Parish Fire District 3
17462 W. Main St., Cut Off, LA 70345

BID FOR: Hurricane Ida Recovery Project:
Fire Central Training Tower
HIR No. HIR-FC-TT
17462 West Main Street, Cut Off, LA 70345

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: GIS Engineering, LLC, 197 Elysian Drive, Houma, LA 70363 and dated: January 2025

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 (*Security Fencing Repairs*) for the lump sum of:

_____ Dollars (\$ _____)

Alternate No. 2 (*Water Line Installation*) for the lump sum of:

_____ Dollars (\$ _____)

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

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

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

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

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

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

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

LOUISIANA UNIFORM PUBLIC WORK BID FORM

UNIT PRICE FORM

TO: Lafourche Parish Fire District 3
17462 W. Main St., Cut Off, LA 70345

BID FOR: Hurricane Ida Recovery Project:
Fire Central Training Tower
HIR No. HIR-FC-TT
17462 West Main Street, Cut Off, LA 70345

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

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Mobilization and Demobilization			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
G-01	1	LS		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Embankment Survey			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
G-02	1	LS		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Traffic Maintenance Aggregate			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
G-03	100	CY		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Timber Piles (7" Tip, 12" Butt, 40' Length, Owner Supplied)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
TTF-01	1,040	LF		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Embankment Material (Owner Supplied; Must Be Placed, Compacted, and Tested; Includes all Labor, Equipment and Materials Needed)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
TTF-02	240	CY		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Aggregate Base Coarse (Limestone; 4" Thick)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
TTF-03	57	SY		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ 4,000 PSI Portland Cement Concrete Pavement (Building Slab; Includes Reinforcement Bars)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
TTF-04	35	CY		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ 6" Thick 4,000 PSI Portland Cement Concrete Pavement (Slab Surrounding Building; Includes Wire Mesh)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
TTF-05	192	SY		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Training Tower (Includes all Labor, Equipment, and Materials Required for Erection)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
TTB-01	1	EA		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Exterior LED Wall Pack with Photocell Terrain Lighting (Connected to Light Switch)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
E-01	6	EA		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ One-Way Light Switches (Including Cover and Wall Box, For Exterior Lights)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
E-02	6	EA		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Install All Required Underground Conduit (Stub Outs at Power Pole to Meter Box)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
E-03	1	EA		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Install All Required Wiring for Lighting (Wire Required from Meter Box to Lights and Meter Box to Light Switches)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
E-04	1	EA		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Meter Pan			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
E-05	1	EA		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Single Phase 120/208V Distribution Panel			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
E-06	1	EA		

SECURITY FENCING (ALTERNATE NO. 1)

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# _1_ Repair/Stand Up North Security Fence (6' High)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
SF-01	1,750	LF		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# _1_ Repair/Replace Southwest Security Fence (6' High)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
SF-02	250	LF		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# _1_ Repair/Stand Up Southeast Security Fence (6' High)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
SF-03	350	LF		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# _1_ 10' Double Swing Gate (Includes all Labor and Materials Required)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
SF-04	1	EA		

WATER LINE (ALTERNATE NO. 2)

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# _2_ 8" Water Line Installation for Hydrant (PVC) (Includes all Fitting and Excavation)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
WLH-01	1,440	LF		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# _2_ Fire Hydrant (Includes all Materials Needed for Proper Installation)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
WLH-02	1	EA		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# _2_ 8" Water Shutoff Valve & Including Valve Box (Includes Labor, Materials, and Installation)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
WLH-03	2	EA		

Wording for "DESCRIPTION" is to be provided by the Owner.

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

SECTION E

BID BOND

BID SECURITY

No Bid shall be considered or accepted unless the bid is accompanied by bid security in an amount of not less than five percent (5%) of the Base Bid and all additive Alternates. The bid security shall be in the form of a certified check or cashier's check drawn on a bank insured by the Federal Deposit Insurance Corporation, or on AIA Document A310-2010 written by a surety company licensed to do business in Louisiana and with a current A.M. Best rating of "A- VI" or better, countersigned by a person who is under contract with the surety company or bond insurer as a licensed agent/broker in this state and accompanied by appropriate Power of Attorney in Fact for the State of Louisiana.

A sample of AIA Document A310-2010 follows, (2) pages.



AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

Lafourche Parish Fire District 3
17462 W. Main St., Cut Off, LA 70345

BOND AMOUNT: \$**PROJECT:**

(Name, location or address, and Project number, if any)
Hurricane Ida Recovery Project:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

Signed and sealed this day of ,

(Witness)

(Witness)

(Contractor as Principal)

(Seal)

(Title)

(Surety)

(Seal)

(Title)

Init.

/

SECTION F
RESOLUTION

RESOLUTION

PROJECT NAME: **Fire Central Training Tower Restoration
HIR-FCTT**

LOCATION: 17462 West Main Street
Cut Off, Louisiana, 70345

BE IT RESOLVED that _____ ,

Officer / Owner of _____ ,

is hereby authorized to sign any Contract or document on behalf of:

Company Name: _____

Name of Officer/Owner

Title of Officer/Owner

Signature

SWORN TO AND SUBSCRIBED before me this _____ day of _____,
20____, in the State of Louisiana.

Notary Public

My Commission Expires _

SUBMIT THIS FORM TO OWNER WITHIN TEN (10) DAYS AFTER BID OPENING

SECTION G
LPFD3 NON-COLLUSION AFFIDAVIT

LPFD3 NON-COLLUSION AFFIDAVIT

PROJECT NAME: **Fire Central Training Tower Restoration
HIR-FCTT**

LOCATION: 17462 West Main Street
Cut Off, Louisiana, 70345

Appearer does hereby attest that:

(1) Bidder is _____ of _____, the Bidder that has submitted the above referenced Bid:

(2) Bidder is fully informed respecting the preparations and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

(3) Such Bid is genuine and is not a collusive or sham Bid:

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through the collusion, conspiracy, connivance or unlawful agreement any advantage against the LAFOURCHE PARISH FIRE DISTRICT 3, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER

SWORN TO AND SUBSCRIBED before me this _____ day of _____,
20____, in the State of Louisiana.

Notary Public

My Commission Expires _

SUBMIT THIS FORM TO OWNER WITHIN TEN (10) DAYS AFTER BID OPENING

SECTION H
LOUISIANA NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

PROJECT NAME: **Fire Central Training Tower Restoration
HIR-FCTT**

LOCATION: 17462 West Main Street
Cut Off, Louisiana, 70345

Appearer, as a Bidder on the above-entitled Public Works Project, does hereby attest that: In accordance with the requirements of **Louisiana Revised Statute 38:2224**:

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

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER

SWORN TO AND SUBSCRIBED before me this _____ day of _____,
20____, in State of Louisiana.

Notary Public

My Commission Expires _

SUBMIT THIS FORM TO OWNER WITHIN TEN (10) DAYS AFTER BID OPENING

SECTION I
VERIFICATION OF EMPLOYEES AFFIDAVIT

VERIFICATION OF EMPLOYEES AFFIDAVIT -

PROJECT NAME: **Fire Central Training Tower Restoration
HIR-FCTT**

LOCATION: 17462 West Main Street
Cut Off, Louisiana, 70345

Appearer, as a Bidder on the above-entitled Public Works Project, does hereby attest that: In accordance with the requirements of **Louisiana Revised Statute 38:2212.10**:

- A. Appearer is registered and participates in a status verification system (E-Verify) to verify that all new 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 (E-Verify) 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

SWORN TO AND SUBSCRIBED before me this _____ day of _____,
20____, in State of Louisiana.

Notary Public

My Commission Expires _

SUBMIT THIS FORM TO OWNER WITHIN TEN (10) DAYS AFTER BID OPENING

SECTION J

ATTESTATION – PAST CRIMINAL CONVICTIONS OF BIDDERS

ATTESTATION - PAST CRIMINAL CONVICTIONS OF BIDDERS

PROJECT NAME: **Fire Central Training Tower Restoration
HIR-FCTT**

LOCATION: 17462 West Main Street
Cut Off, Louisiana, 70345

Appearer, as a Bidder on the above-entitled Public Works Project, does hereby attest that: In accordance with the requirements of **Louisiana Revised Statute 38:2227**:

- 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)
 - (b) Corrupt influencing (R.S. 14:120)
 - (c) Extortion (R.S. 14:66)
 - (d) Money laundering (R.S. 14:23)
- B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:
- (a) Theft (R.S. 14:67)
 - (b) Identity Theft (R.S. 14:67.16)
 - (c) Theft of a business record (R.S.14:67.20)
 - (d) False accounting (R.S. 14:70)
 - (e) Issuing worthless checks (R.S. 14:71)
 - (f) Bank fraud (R.S. 14:71.1)
 - (g) Forgery (R.S. 14:72)
 - (h) Contractors; misapplication of payments (R.S. 14:202)
 - (i) Malfeasance in office (R.S. 14:134)

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER

SUBMIT THIS FORM TO OWNER WITHIN TEN (10) DAYS AFTER BID OPENING

SECTION K

**CERTIFICATION REGARDING UNPAID WORKER'S
COMPENSATION INSURANCE**

CERTIFICATION REGARDING UNPAID WORKER'S COMPENSATION INSURANCE

PROJECT NAME: **Fire Central Training Tower Restoration
HIR-FCTT**

LOCATION: 17462 West Main Street
Cut Off, Louisiana, 70345

Appearer, as a Bidder on the above-entitled Public Works Project, does hereby certify that: In accordance with the requirements of **Louisiana Revised Statute 23:1726(B)**:

- A. L.R.S. 23:1726 prohibits any entity against whom an assessment under Part X of Chapter 11 of Title 23 of the Louisiana Revised Statutes of 1950 (Alternative Collection Procedures & Assessments) is in effect, and whose right to appeal that assessment is exhausted, from submitting a bid or proposal for or obtaining any contract pursuant to Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 and Chapters 16 and 17 of Title 39 of the Louisiana Revised Statutes of 1950.
- B. By signing below, Affiant certifies that no such assessment is in effect against the bidding / proposing entity.

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER

SUBMIT THIS FORM TO OWNER WITHIN TEN (10) DAYS AFTER BID OPENING

SECTION L

**STANDARD FORM OF AGREEMENT BETWEEN OWNER
AND CONTRACTOR**



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year Twenty-twenty-two

BETWEEN the Owner:

Lafourche Parish Fire District 3
17462 W. Main St., Cut Off, LA 70345
(985) 632-8068

and the Contractor:

TBD

for the following Project:

Hurricane Ida Recovery Project:

The Architect:

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall

(Paragraphs deleted)

be a date set forth in a written notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire

(Paragraphs deleted)

Work not later than () calendar days from the date of commencement of the Work.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item

Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Paragraph deleted)

Item

Price

Conditions for Acceptance

§ 4.3

(Paragraphs deleted)

Not Used.

§ 4.4 Unit prices, if any:

(Paragraph deleted)

Item

Units and Limitations

Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:

(Paragraph deleted)

§ 4.6 Other:

(Paragraph deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the twenty-fifth day of the preceeding month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall endeavor to make payment of the amount certified to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be endeavored to be made by the Owner not later than forty-five (45) days after the Architect certifies the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

Init.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Projects with Contract price up to \$500,000.00 – 10% of the Contract price;
Projects with Contract price of \$500,000.00, or more – 5% of the Contract price.

§ 5.1.7.1.1 The following items are not subject to retainage:

None.

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

None.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Paragraph deleted)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3

(Paragraphs deleted)

Not Used.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(Paragraph deleted)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be

(Paragraphs deleted)

litigation in the Seventeenth Judicial Court in and for the Parish of Lafourche, State of Louisiana shall have sole jurisdiction and venue in any action brought under this contract.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1

(Paragraphs deleted)

Not Used.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

CSRS Disaster Recovery Management, LLC
8555 United Plaza Blvd.
Baton Rouge, LA 70809
(225) 769-0546

§ 8.3 The Contractor's representative:

(Paragraph deleted)

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A201™–2017, General Conditions of the Contract for Construction amended by Owner, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A201™–2017, General Conditions of the Contract for Construction amended by Owner, and elsewhere in the Contract Documents.

§ 8.6

(Paragraphs deleted)

Not Used.

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, amended by Owner.
- .2 Not Used.
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, amended by Owner.

.4

(Paragraphs deleted)

Not Used.

- .5 Drawings

Number

Title

Date

- .6 Specifications

Section

Title

Date

Pages

- .7 Addenda, if any:

Number

Date

Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:

(Paragraphs deleted)

Exhibit A: Federal Contract Clauses (8 pages).

Init.

/

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Devin Dedon, Chief
(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

Init.

/

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User Notes:

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Exhibit A to A101 Owner-Contractor Agreement Federal Contract Clauses

Issue 220111 Page 1 of 8

Owner (Lafourche Parish Fire District 3) intends to pursue reimbursement of eligible Project costs from the Federal Emergency Management Agency (FEMA), therefore this Agreement is subject to compliance by Contractor with all applicable federal contract clauses, including but not limited to, the following:

1. Remedies

The parties agree that the Owner reserves all rights and privileges under applicable laws and regulations with respect to this contract in the event of a breach of contract, including but not limited to the right to institute legal proceedings in a court of competent jurisdiction seeking monetary damages, court costs and litigation expenses, as applicable.

2. Termination for Cause and Convenience

The parties agree that the Owner reserves the right to terminate the contract immediately, with written notice to the Contractor, in the event of a breach or default of the Contractor, including but not limited to situations in which the Contractor fails, after a reasonable opportunity to cure, to: (1) meet schedules, deadlines, and / or delivery dates within the time specified in the procurement solicitation, contract, and / or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and / or the procurement solicitations. The Owner also reserves the right to terminate the contract immediately, with written notice to the Contractor, for convenience, if the Owner believes that it is in the best interest of the Owner to do so. In the event of a termination for convenience of the Owner, the Contractor will be compensated only for work performed and goods provided by the Owner as of the termination date. The amount of compensation due the Contractor in the event of a termination for the convenience of the Owner shall be a reasonable amount, using as a guide factors such as the percentage of work or services performed by the Contractor and accepted by the Owner as of the date of termination, the contract price and any unit prices specified in the contract, as applicable.

3. Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

Owner encourages participation from small, minority-owned, women-owned, and labor surplus area business. Incorporation of these types of firms into the project team is encouraged. Additionally, prime contracts are required, if subcontracts are to be let, to take the following affirmative steps 1 through 5 of this section.

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;



Exhibit A to A101 Owner-Contractor Agreement Federal Contract Clauses

Issue 220111 Page 2 of 8

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

4. Contract Work Hours and Safety Standards Act

a. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

c. *Withholding for unpaid wages and liquidated damages.* The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

d. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

5. Clean Water Act & Federal Water Pollution Control Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the



Exhibit A to A101 Owner-Contractor Agreement Federal Contract Clauses

Issue 220111 Page 3 of 8

use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

Contractor agrees to comply with all applicable standards, orders or regulations issues pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C 1251 et seq.

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

7. Energy Efficiency

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

8. Suspension and Debarment

Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 ([3 CFR part 1986](#) Comp., p. 189) and 12689 ([3 CFR part 1989](#) Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).



Exhibit A to A101 Owner-Contractor Agreement Federal Contract Clauses

Issue 220111 Page 4 of 8

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into to the extent set forth elsewhere in this contract. This certification is a material representation of fact relied upon by Owner. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

9. Anti-Kickback Clause

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

10. Record Retention, Record Ownership, & Access to Records

The Contractor shall maintain all records in relation to this Agreement for a period of at least five (5) years after final payment.

All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Owner and shall, upon request, be returned by Contractor to Owner, at Contractor's expense, at termination or expiration of this contract. Contractor agrees to allow the Owner access to Contractor's records.

11. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

12. Equal Employment Opportunity

Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended the Vietnam Era of 1975, and the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these



Exhibit A to A101 Owner-Contractor Agreement Federal Contract Clauses

Issue 220111 Page 5 of 8

statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

Pursuant to 2 C.F.R. Part 200, Appendix II, C, the contract must include *all* clauses from 41 C.F.R. § 60-1.4(b). These are:

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the



Exhibit A to A101 Owner-Contractor Agreement Federal Contract Clauses

Issue 220111 Page 6 of 8

Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

13. Procurement of Recovered Materials

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

14. Access to Records

The following access to records requirements apply to this contract:

- a. The Contractor agrees to provide Owner, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and



Exhibit A to A101 Owner-Contractor Agreement Federal Contract Clauses

Issue 220111 Page 7 of 8

records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

d. In compliance with the Disaster Recovery Act of 2018, the Owner and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

15. DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. Compliance with Federal Law, Regulations and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

17. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

18. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

19. Byrd Anti-Lobbying

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. Sample certification is attached on following page.



Exhibit A to A101 Owner-Contractor Agreement Federal Contract Clauses

Issue 220111 Page 8 of 8

BYRD ANTI-LOBBYING CERTIFICATION

RE: H I R PROJECT NAME / NUMBER: _____

Byrd Anti-Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be executed with Agreement if Contract Sum exceeds \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Representative

Name and Title of Contractor's Authorized Representative

Date

SECTION M

PERFORMANCE AND PAYMENT BOND DOCUMENTS

PAYMENT and PERFORMANCE BOND DOCUMENTS

The following documents are to be used for Contractor's Payment and Performance Bond:

Samples not included.

Payment Bond:

AIA Document A312®–2010, Payment Bond.

and:

Performance Bond:

AIA Document A312®–2010, Performance Bond.

Both prepared in accordance with their published Instructions.

Refer to Instructions for Bidders for surety countersigning requirements.

END OF SECTION

SECTION N

**GENERAL CONDITIONS OF THE CONTRACT FOR
CONSTRUCTION**

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Lafourche Parish Fire District 3 Hurricane Ida Recovery

AIA Document A201™–2017, General Conditions of the Contract for Construction,
amended by Owner, issue 220214.

THE OWNER:

(Name, legal status and address)

Lafourche Parish Fire District 3

17462 W. Main St., Cut Off, LA 70345

(985) 632-8068

THE ARCHITECT:

(Name, legal status and address)

Refer to the Advertisement for Bids issued for the individual HIR-Project for name and
address of Architect

TABLE OF ARTICLES

- | | |
|----|--|
| 1 | GENERAL PROVISIONS |
| 2 | OWNER |
| 3 | CONTRACTOR |
| 4 | ARCHITECT |
| 5 | SUBCONTRACTORS |
| 6 | CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS |
| 7 | CHANGES IN THE WORK |
| 8 | TIME |
| 9 | PAYMENTS AND COMPLETION |
| 10 | PROTECTION OF PERSONS AND PROPERTY |
| 11 | INSURANCE AND BONDS |
| 12 | UNCOVERING AND CORRECTION OF WORK |
| 13 | MISCELLANEOUS PROVISIONS |

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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User Notes:

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14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES



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INDEX

(Topics and numbers in bold are Section headings.)

NOTE: This Document has been amended by Owner without revision to references listed in this Index.

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**

Access to Work

3.16, 6.2.1, **12.1**

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,

10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9,

3.12.10.1, 4.2.7, 9.3.2, 13.4.1

Arbitration

8.3.1, 15.3.2, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2,

9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,

13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3,

4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2,

9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,

7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,

13.4.2, 15.2

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,

3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16,

3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,

9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5,

15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**

Building Information Models Use and Reliance

1.8

Building Permit

3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

Certificates of Inspection, Testing or Approval
13.4.4

Certificates of Insurance

9.10.2

Change Orders

1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2

Change Orders, Definition of
7.2.1

CHANGES IN THE WORK

2.2.2, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5

Claims, Definition of

15.1.1

Claims, Notice of

1.6.2, 15.1.3

CLAIMS AND DISPUTES

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4

Claims and Timely Assertion of Claims
15.4.1

Claims for Additional Cost

3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**

Claims for Additional Time

3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**

Concealed or Unknown Conditions, **Claims for**
3.7.4

Claims for Damages

3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7

Claims Subject to Arbitration
15.4.1

Cleaning Up

3.15, 6.3

Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**

Commencement of the Work, Definition of
8.1.2

Communications

3.9.1, **4.2.4**

Completion, Conditions Relating to

3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2

COMPLETION, PAYMENTS AND
9

Completion, Substantial

3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2

Compliance with Laws

2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2

Consolidation or Joinder

15.4.4

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

1.1.4, **6**

Construction Change Directive, Definition of
7.3.1

Construction Change Directives

1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Contingent Assignment of Subcontracts

5.4, 14.2.2.2

Continuing Contract Performance

15.1.4

Contract, Definition of

1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE

5.4.1.1, 5.4.2, 11.5, **14**

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1

Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3

Contract Documents, Definition of
1.1.1

Contract Sum

2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5**, **15.2.5**

Contract Sum, Definition of

9.1

Contract Time

1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5

Contract Time, Definition of

8.1.1

CONTRACTOR

3

Contractor, Definition of
3.1, 6.1.2
Contractor's Construction and Submittal Schedules
3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2
Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1
Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4

Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
Emergencies
10.4, 14.1.1.2, **15.1.5**
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1

Equipment, Labor, or Materials
 1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3,
 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
 Execution and Progress of the Work
 1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1,
 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1,
 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4
 Extensions of Time
 3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2,
 10.4, 14.3, 15.1.6, **15.2.5**
Failure of Payment
 9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
 Faulty Work
 (See Defective or Nonconforming Work)
Final Completion and Final Payment
 4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3
 Financial Arrangements, Owner's
 2.2.1, 13.2.2, 14.1.1.4
GENERAL PROVISIONS
1
Governing Law
13.1
 Guarantees (See Warranty)
Hazardous Materials and Substances
 10.2.4, **10.3**
 Identification of Subcontractors and Suppliers
 5.2.1
Indemnification
 3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3
Information and Services Required of the Owner
 2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,
 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,
 14.1.1.4, 14.1.4, 15.1.4
Initial Decision
15.2
Initial Decision Maker, Definition of
 1.1.8
 Initial Decision Maker, Decisions
 14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
 Initial Decision Maker, Extent of Authority
 14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
 10.2.8, 10.4
 Inspections
 3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
 9.9.2, 9.10.1, 12.2.1, 13.4
 Instructions to Bidders
 1.1.1
 Instructions to the Contractor
 3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2
Instruments of Service, Definition of
1.1.7
 Insurance
 6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**
 Insurance, Notice of Cancellation or Expiration
 11.1.4, 11.2.3

Insurance, Contractor's Liability
11.1
 Insurance, Effective Date of
 8.2.2, 14.4.2
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, 11.2, 11.4, 11.5
 Insurance, Stored Materials
 9.3.2
INSURANCE AND BONDS
11
 Insurance Companies, Consent to Partial Occupancy
 9.9.1
 Insured loss, Adjustment and Settlement of
 11.5
 Intent of the Contract Documents
 1.2.1, 4.2.7, 4.2.12, 4.2.13
Interest
13.5
Interpretation
 1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
 Interpretations, Written
 4.2.11, 4.2.12
 Judgment on Final Award
 15.4.2
Labor and Materials, Equipment
 1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1,
 10.2.4, 14.2.1.1, 14.2.1.2
 Labor Disputes
 8.3.1
 Laws and Regulations
 1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4,
 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8,
 15.4
 Liens
 2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
 Limitations, Statutes of
 12.2.5, 15.1.2, 15.4.1.1
 Limitations of Liability
 3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6,
 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3,
 11.3, 12.2.5, 13.3.1
 Limitations of Time
 2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,
 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,
 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15,
 15.1.2, 15.1.3, 15.1.5
Materials, Hazardous
 10.2.4, **10.3**
 Materials, Labor, Equipment and
 1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2,
 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and Procedures of Construction

3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien

2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Mediation

8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1, 15.4.1.1

Minor Changes in the Work

1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

MISCELLANEOUS PROVISIONS

13

Modifications, Definition of

1.1.1

Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

Mutual Responsibility

6.2

Nonconforming Work, Acceptance of

9.6.6, 9.9.3, **12.3**

Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

Notice

1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance

11.1.4, 11.2.3

Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections

13.4.1, 13.4.2

Observations, Contractor's

3.2, 3.7.4

Occupancy

2.3.1, 9.6.6, 9.8

Orders, Written

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1

OWNER

2

Owner, Definition of

2.1.1

Owner, Evidence of Financial Arrangements

2.2, 13.2.2, 14.1.1.4

Owner, Information and Services Required of the

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Owner's Authority

1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1,

7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

Owner's Insurance

11.2

Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work

2.5, 14.2.2

Owner's Right to Clean Up

6.3

Owner's Right to Perform Construction and to Award Separate Contracts

6.1

Owner's Right to Stop the Work

2.4

Owner's Right to Suspend the Work

14.3

Owner's Right to Terminate the Contract

14.2, 14.4

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

1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

Partial Occupancy or Use

9.6.6, **9.9**

Patching, Cutting and

3.14, 6.2.5

Patents

3.17

Payment, Applications for

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4

Payment, Failure of

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Payments, Progress

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

PAYMENTS AND COMPLETION

9

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

10.3.1

Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Permits, Fees, Notices and Compliance with Laws

2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF

10

Polychlorinated Biphenyl
10.3.1

Product Data, Definition of
3.12.2

Product Data and Samples, Shop Drawings
3.11, **3.12**, 4.2.7

Progress and Completion
4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4

Progress Payments
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

Project, Definition of
1.1.4

Project Representatives
4.2.10

Property Insurance
10.2.5, **11.2**

Proposal Requirements
1.1.1

PROTECTION OF PERSONS AND PROPERTY
10

Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1,
10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4

Rejection of Work
4.2.6, 12.2.1

Releases and Waivers of Liens
9.3.1, 9.10.2

Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1

Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1

Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10

Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

**Review of Contract Documents and Field
Conditions by Contractor**
3.2, 3.12.7, 6.1.3

Review of Contractor's Submittals by Owner and
Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2

Review of Shop Drawings, Product Data and Samples
by Contractor
3.12

Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,
6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2,
12.2.4, **13.3**, 14, 15.4

Royalties, Patents and Copyrights
3.17

Rules and Notices for Arbitration
15.4.1

Safety of Persons and Property
10.2, 10.4

Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4

Samples, Definition of
3.12.3

Samples, Shop Drawings, Product Data and
3.11, **3.12**, 4.2.7

Samples at the Site, Documents and
3.11

Schedule of Values
9.2, 9.3.1

Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2

Separate Contractors, Definition of
6.1.1

Shop Drawings, Definition of
3.12.1

Shop Drawings, Product Data and Samples
3.11, **3.12**, 4.2.7

Site, Use of
3.13, 6.1.1, 6.2.1

Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4

Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Special Inspections and Testing
4.2.6, 12.2.1, 13.4

Specifications, Definition of
1.1.6

Specifications
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14

Statute of Limitations
15.1.2, 15.4.1.1

Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1

Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4

Subcontractor, Definition of
5.1.1

SUBCONTRACTORS
5

Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2,
9.6.7

Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8,
9.9.1, 9.10.2, 9.10.3

Submittal Schedule
3.10.2, 3.12.5, 4.2.7

Subrogation, Waivers of
6.1.1, **11.3**

Substances, Hazardous
10.3

Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2,
15.1.2

Substantial Completion, Definition of

9.8.1

Substitution of Subcontractors

5.2.3, 5.2.4

Substitution of Architect

2.3.3

Substitutions of Materials

3.4.2, 3.5, 7.3.8

Sub-subcontractor, Definition of

5.1.2

Subsurface Conditions

3.7.4

Successors and Assigns

13.2

Superintendent

3.9, 10.2.6

Supervision and Construction Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3,

7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

Suppliers

1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1

Surety

5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7

Surety, Consent of

9.8.5, 9.10.2, 9.10.3

Surveys

1.1.7, 2.3.4

Suspension by the Owner for Convenience

14.3

Suspension of the Work

3.7.5, 5.4.2, 14.3

Suspension or Termination of the Contract

5.4.1.1, 14

Taxes

3.6, 3.8.2.1, 7.3.4.4

Termination by the Contractor

14.1, 15.1.7

Termination by the Owner for Cause

5.4.1.1, 14.2, 15.1.7

Termination by the Owner for Convenience

14.4

Termination of the Architect

2.3.3

Termination of the Contractor Employment

14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT

14

Tests and Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,

9.9.2, 9.10.1, 10.3.2, 12.2.1, 13.4

TIME

8

Time, Delays and Extensions of

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Time Limits

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4

Time Limits on Claims

3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work

9.3.2, 9.3.3

UNCOVERING AND CORRECTION OF WORK

12

Uncovering of Work

12.1

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

Unit Prices

7.3.3.2, 9.1.2

Use of Documents

1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

Use of Site

3.13, 6.1.1, 6.2.1

Values, Schedule of

9.2, 9.3.1

Waiver of Claims by the Architect

13.3.2

Waiver of Claims by the Contractor

9.10.5, 13.3.2, 15.1.7

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, 15.1.7

Waiver of Consequential Damages

14.2.4, 15.1.7

Waiver of Liens

9.3, 9.10.2, 9.10.4

Waivers of Subrogation

6.1.1, 11.3

Warranty

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2

Weather Delays

8.3, 15.1.6.2

Work, Definition of

1.1.3

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Orders

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The Contract Documents shall include the Bid Documents as listed in the Instructions to Bidders and any modifications made thereto by addenda.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and

enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

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

§ 1.5.1 The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraphs deleted)

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 If requested, the Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights.

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Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Program Manager

The Owner assigns **CSRS Disaster Recovery Management, LLC**, 8555 United Plaza Blvd., Baton Rouge, LA 70809 as Program Manager and Owner's authorized representative.

(Paragraphs deleted)

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 The Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The term Architect, when used in the Contract Documents, shall mean the prime Designer (Architect, Engineer, or Landscape Architect), or his authorized representative, lawfully licensed to practice architecture, engineering, or landscape architecture in the State of Louisiana, identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction

where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Not Used.

§ 3.4.3 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 Section. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Contractor shall strictly comply with Owner's requirements regarding background checks and/or badging of employees.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.6.

§ 3.6 Taxes

Unless otherwise provided in the Contract Documents, the Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an

unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15. Contractor acknowledges that Work on this Project involves storm-damage repair to damaged portions of existing buildings and exact existing conditions may not be fully captured and identified in the Contract Documents.

§ 3.7.5 If, during the course of the Work, the Contractor discovers human remains, unmarked burial or archaeological sites, 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 La R.S. 8:671 et seq., the Office of Coastal Protection and Restoration, 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.

§ 3.8 Allowances

§ 3.8.1 Allowances shall not be made on any of the Work.

(Paragraphs deleted)

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The Superintendent, or a qualified designee, shall be available at all times should the Owner require Contractor's presence on the Project site (for emergencies and similar situations). The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's review and approval a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised and submitted for review and approval at appropriate intervals as required by the conditions of the Work and Project. For projects with a contract sum greater than \$1,000,000.00, the Contractor shall include with the schedule, for the Owner's and Architect's information, a network analysis to identify those tasks which are on the critical path, i.e., where any delay in the completion of these tasks will lengthen the project timescale, unless action is taken. A revised schedule shall be submitted for review and approval by Architect with each Application and Certificate for Payment. No payment shall be made until this schedule is approved by Architect.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in accordance with the most recent schedules approved by the Owner and Architect. If the Work is not on schedule, as determined by the Architect, and the Contractor fails to take action to bring the Work on schedule, then the Contractor shall be deemed in default under this Contract and the progress of the Work shall be deemed unsatisfactory. Such default may be considered grounds for termination by the Owner for cause in accordance with Section 14.2.

§ 3.10.4 Submittal by the contractor of a schedule or other documentation showing a completion date for his Work prior to the completion date stated in the contract shall not impose any obligation or responsibility on the Owner or Architect for the earlier completion date.

§ 3.10.5 In the event the Owner employs a commissioning consultant, the Contractor shall cooperate fully in the commissioning process and shall require all subcontractors and others under his control to cooperate. The purpose of such services shall be to ensure that all systems perform correctly and interactively according to the provisions of the Contract Documents.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed. This requirement is of the essence of the contract. The Architect shall determine the value of these documents and this amount shall not be approved for payment to the Contractor until all of the listed documents are delivered to the Architect in good order, completely marked with field changes and otherwise complete in all aspects.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design 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 the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The Contractor acknowledges that Owner's operations at any site may occur anytime 24 hours a day any day of the year and such Owner's operations cannot be interrupted, delayed or adversely-affected in any way during construction. Contractor shall immediately honor any requests from Owner or Architect to temporarily interrupt Work for any reason at no additional expense to Owner. Contractor shall not interfere in any way with routine Owner operations when working on occupied sites, including obstruction of parking lots, drives and roads required for vehicle access and egress. Contractor and any entity for which Contractor is responsible shall not erect or post any sign on the Project site without the prior written consent of Owner.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until end of Warranty Phase. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed to endeavor to guard the Owner against defects and deficiencies in the Work, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor may communicate directly with each other, when deemed necessary by the Owner, and the Owner will notify the Architect of any decision. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4. The Architect will monitor Change Order activity and advise Contractor to record Change Orders whenever required by La. R.S. 38:2192.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives. There shall be no restriction on the Owner having a Representative.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretation required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretation until 15 days after written request is made for them.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretation required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretation until 15 days after written request is made for them. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection. 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 nonperformance of a subcontractor.

§ 5.2.3 The Contractor shall notify the Architect and the Owner when a subcontractor is to be changed and substituted with another subcontractor .

(Paragraph deleted)

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. The Contractor shall include all sub-contractors as insureds under its insurance policies OR shall be responsible for verifying and maintaining the Insurance Certificates provided by each sub-tenant and each sub-contractor's compliance with the insurance requirements stated herein. Sub-contractors shall be subject to all of the requirements stated herein. The Owner reserves the right to request copies of sub-contractor's Certificates of Insurance and endorsements at any time. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Not Used.

(Paragraphs deleted)

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors

shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.1.4 As part of the pre-construction conference submittals, the Contractor shall submit the following prior to the Contractor's initial request for payment:

§ 7.1.4.1 Fixed job site overhead cost itemized with documentation to support daily rates.

§ 7.1.4.2 Bond Premium Rate with supporting information from the General Contractor's carrier.

§ 7.1.4.3 Labor Burden by trade for both Subcontractors and General Contractor. The Labor Burden shall be supported by the Worker's Compensation and Employer's Liability Insurance Policy Information Page. Provide for all trades.

§ 7.1.4.4 Internal Rate Charges for all significant company owned equipment.

§ 7.1.5 If the General Contractor fails to submit the aforementioned documentation as part of the pre-construction submittals, then pay applications shall not be processed until such time as the Owner receives this information.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, the Architect, and the Contractor issued after execution of the Contract, authorizing a change in the Work and/or an adjustment in the Contract Sum and/or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time. Any reservation of rights, stipulation, or other modification made on the change order by the contractor shall have no effect.

§ 7.2.2 "Cost of the Work" for the purpose of Change Orders shall be the eligible costs required to be incurred in performance of the Work and paid by the Contractor and Subcontractors which eligible costs shall be limited to:

§ 7.2.2.1 Actual wages paid directly to labor personnel, with a labor burden markup exclusively limited to applicable payroll taxes, worker's compensation insurance, unemployment compensation, and social security taxes for those labor personnel performing the Work. Wages shall be the basic hourly labor rate paid an employee exclusive of fringe benefits or other employee costs. The labor burden percentage for the "Cost of the Work" is limited to categories listed herein. Employer-provided health insurance, fringe benefits, employee training (whether a requirement of employment or not), vacation pay, etc., are examples of ineligible labor burden costs which **shall not** be included, as these costs are already compensated by the Overhead and Profit markup. Supervision shall not be included as a line item in the "Cost of the Work", except when the change results in a documented delay in the critical path, as described in Section 7.2.7.

§ 7.2.2.2 Cost of all materials and supplies necessary and required to perform the Work, identifying each item and its individual cost, including taxes. Incidental consumables are not eligible costs and shall not be included.

§ 7.2.2.3 Cost of each necessary piece of machinery and equipment required to perform the Work, identifying each item and its individual cost, including taxes. Incidental small tools of a specific trade (i.e., shovels, saws, hammers, air compressors, etc.,) and general use vehicles, such as pickup trucks even for moving items around the site, fuel for these general use vehicles, travel, lodging, and/or meals are not eligible and shall not be included.

§ 7.2.2.4 Eligible Insurance costs shall be limited to documented increases in "Builder's Risk" insurance premium / costs only. Commercial General Liability, Automobile Liability, and all other required insurances, where referenced in the Contract shall be considered part of normal overhead. These costs are already compensated by the Overhead and Profit markup.

§ 7.2.2.5 Cost for the General Contractor Performance and Payment Bond premium, where the documented cost of the premiums have been increased due to the Change Order.

§ 7.2.3 Overhead and Profit - The Contractor and Subcontractor shall be due home office fixed overhead and profits on the Cost of the Work, but shall not exceed a total of 16% of the direct cost of any portion of Work. The credit to the Owner resulting from a change in the Work shall be the sum of those items above, including overhead and profit. Where a change results in both credits to the Owner and extras to the Contractor for related items, overhead and profit shall be computed for credits to the Owner and extras to the Contractor. The Owner shall receive full credit for the computed overhead and profit on credit change order items.

§ 7.2.4 The cost to the Owner resulting from a change in the Work shall be the sum of: Cost of the Work (as defined at Section 7.2.2) and Overhead and Profit (as defined at Section 7.2.3), and shall be computed as follows:

§ 7.2.4.1 When all of the Work is General Contractor Work; 8% markup on the Cost of the Work.

§ 7.2.4.2 When the Work is all Subcontract Work; 8% markup on the Cost of the Work for Subcontractor's Overhead and Profit, plus 8% markup on the Cost of the Work, not including the Subcontractor's Overhead and Profit markup, for General Contractor's Overhead and Profit.

§ 7.2.4.3 When the Work is a combination of General Contractor Work and Subcontract Work; that portion of the direct cost that is General Contract Work shall be computed per Section 7.2.4.1 and that portion of the direct cost that is Subcontract Work shall be computed per Section 7.2.4.2. Premiums for the General Contractor's bond may be included, but after the markup is added to the Cost of the Work. Premiums for the Subcontractor's Bond shall not be included.

§ 7.2.4.4 Subcontract cost shall consist of the items in Section 7.2.2 above plus Overhead and Profit as defined in Section 7.2.3.

§ 7.2.5 Before a Change Order is prepared, the Contractor shall prepare and deliver to the Architect the following information concerning the Cost of the Work, not subject to waiver, 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.

For any item submitted under this Section to determine adjustments to Contract Sum, the Contractor shall keep and present copies of actual paid invoices, and/or other such documentation as Owner or Architect may require, that:

- a) substantiates claimed quantities actually purchased;
- b) substantiates claimed unit costs actually paid;
- c) substantiates claimed costs actually paid for equipment usage.

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

§ 7.2.7 Extended fixed job-site costs are indirect costs that are necessary to support the work in the field. Examples of fixed job-site costs are field office rental, salaries of field office staff, field office utilities, and telephone.

(Paragraph deleted)

Extended fixed job-site costs or equitable adjustment may be included in a Change Order due to a delay in the critical path, with the exception of weather-related delays. In the event of a delay in the critical path, the Contractor shall submit all changes or adjustments to the Contract Time **within twenty-one (21) days** of the event giving rise to the delay. The Contractor shall submit documentation and justification for the adjustment by performing a critical path analysis of its most recent schedule in use prior to the change, which shows an extension in critical path activities. The Contractor shall notify the Architect in writing that the Contractor is making a claim for extended fixed job-site overhead as required by Section 15.1.2. The Contractor shall provide proof that the Contractor is unable to mitigate financial damages through Alternate Work within this Contract or replacement work. "Replacement Work" is that work which the Contractor is obligated to perform under any construction contract separate from this Contract. Reasonable proof shall be required by the Architect that the delays affected the Completion Date.

§ 7.2.8 "Cost of the Work" whether General Contractor cost or Subcontractor cost shall not apply to the following:

§ 7.2.8.1 Salaries or other compensation of the Contractor's personnel at the Contractor's principal office and branch offices.

§ 7.2.8.2 Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work.

§ 7.2.8.3 Overhead and general expenses of any kind or the cost of any item not specifically and expressly included above in Cost of the Work.

§ 7.2.8.4 Cost of supervision refer to section 7.2.2.1, with exception as provided in Section 7.2.7.

§ 7.2.9 When applicable as provided by the Contract, the cost to Owner for Change Orders shall be determined by quantities and unit prices. The quantity of any item shall be as submitted by the Contractor and approved by the Architect. Unit prices shall cover cost of Material, Labor, Equipment, Overhead and Profit.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods, but not to exceed a specified amount:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.
- .5 For any item submitted under this Section to determine adjustments to Contract Sum, the Contractor shall keep and present copies of actual paid invoices, and/or other such documentation as Owner or Architect may require, that:
 - a) substantiates claimed quantities actually purchased;
 - b) substantiates claimed unit costs actually paid;
 - c) substantiates claimed costs actually paid for equipment usage.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including social security, old age and employment insurance, applicable payroll taxes, and workers' compensation insurance;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any,

provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total costs of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.1.5 The Contract Time shall not be changed by the submission of a schedule that shows an early completion date unless specifically authorized by change order.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work. Completion of the Work must be within the Time for Completion stated in the Agreement, subject to such extensions as may be granted under Section 8.3. The Contractor agrees to commence Work not later than fourteen (14) days after the transmittal date of Written Notice to Proceed from the Owner and to substantially complete the project within the time stated in the Contract. The Owner will suffer financial loss if the project is not substantially complete in the time set forth in the Contract Documents. The Contractor and the Contractor's Surety shall be liable for and shall pay to the Owner the sum stated in the Contract Documents as fixed, agreed and liquidated damages for each consecutive calendar day (Saturdays, Sundays and holidays included) of delay until the Work is substantially complete. The Owner shall be entitled to the sum stated in the Contract Documents. Such Liquidated Damages shall be withheld by the Owner from the amounts due the Contractor for progress payments.

§ 8.2.2 Not Used.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending litigation; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may recommend, subject to Owner's approval of Change Order. If the claim is not made within the limits of Article 15, all rights for future claims for that month are waived.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

(Paragraph deleted)

§ 9.2 Schedule of Values

At the Pre-Construction Conference, the Contractor shall submit to the Owner and the Architect a Schedule of Values prepared as follows:

§ 9.2.1 The Schedule of Values Format shall be as defined in the Contract Documents and acceptable to Architect and Owner. If applicable, the cost of Work for each section listed under each division, shall be given. The cost for each section shall include Labor, Materials, Overhead and Profit.

§ 9.2.2 The Total of all items shall equal the Total Contract Sum. This schedule, when approved by the Architect, shall be used as a basis for the Contractor's Applications for Payment and it may be used for determining the cost of the Work in deductive change orders, when a specific item of Work listed on the Schedule of Values is to be removed. Once the Schedule of Values is submitted at the Pre-Construction Conference, the schedule shall not be modified without approval from the Owner and Architect.

§ 9.3 Applications for Payment

§ 9.3.1 Monthly, the Contractor shall submit to the Architect the Application and Certification for Payment form, supported by any additional data substantiating the Contractor's right to payment as the Owner or the Architect may require. Application for Payment shall be submitted on or about the first of each month for the value of labor and materials incorporated into the Work and of materials, suitably stored, at the site as of the twenty-fifth day of the preceding month, less normal retainage as follows, per La R.S. 38:2248:

§ 9.3.1.1 Projects with Contract price up to \$500,000.00 – 10% of the Contract price.

§ 9.3.1.2 Projects with Contract price of \$500,000.00, or more – 5% of the Contract price.

§ 9.3.1.3 No payment shall be made until the revised schedule required by Section 3.10.1 is received.

§ 9.3.1.4 The normal retainage shall not be due the Contractor until after substantial completion and expiration of the forty-five day lien period and submission to the Architect of a clear lien certificate, consent of surety, and invoice for retainage.

§ 9.3.2 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.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

(Paragraph deleted)

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall endeavor to make payment within forty-five days 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.

§ 9.6.2 The Contractor shall pay each Subcontractor, after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner. La R.S. 9:2784 (A) and (C) require a Contractor or Subcontractor to make payment due to each Subcontractor and supplier within fourteen (14) consecutive days of the receipt of payment from the Owner. If not paid, a penalty in the amount of ½ of 1% per day is due, up to a maximum of 15% from the expiration date until paid. The contractor or subcontractor, whichever is applicable, is solely responsible for payment of a penalty

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law. Pursuant to La. R.S. 38:2242 and La. R.S. 38:2242.2, when the Owner receives any claim of nonpayment arising out of the Contract, the Owner shall deduct 125% of such claim from the Contract Sum. The Contractor, or any interested party, may deposit security, in accordance with La. R.S. 38:2242.2, guaranteeing payment of the claim with the recorder of mortgages of the parish where the Work has been done. When the Owner receives original proof of such guarantee from the recorder of mortgages, the claim deduction will be added back to the Contract Sum

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 The Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

(Paragraphs deleted)

§ 9.8 Substantial Completion

(Paragraph deleted)

§ 9.8.1. Substantial Completion is the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Architect shall determine if the project is substantially complete in accordance with this Section.

§ 9.8.2 When the Contractor considers that the Work is Substantially Complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect shall make an inspection to determine whether the Work is substantially complete. A prerequisite to the Work being considered as substantially complete is the Owner's receipt of the executed Roofing Contractor's and Roofing Manufacturer's guarantees, where roofing Work is part of the Contract. Prior to inspection by the Architect, the Contractor shall notify the Architect that the project is ready for inspection by the State Fire Marshal's office. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use, the Contractor shall, before the Work can be considered as Substantially Complete, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Architect determines that the project is Substantially Complete, he shall prepare a punch list of exceptions and the dollar value related thereto. The monetary value assigned to this list will be the sum of the cost estimate for each particular item of Work the Architect develops based on the mobilization, labor, material and equipment costs of correcting the item and shall be retained from the monies owed the contractor, above and beyond the standard lien retainage. The cost of these items shall be prepared in the same format as the schedule of values. At the end of the forty-five 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 Architect. If the dollar value of the punch list exceeds the amount of funds, less the retainage amount, in the remaining balance of the Contract, then the Project shall not be considered as substantially complete. If funds remaining are less than that required to complete the Work, the Contractor shall pay the difference.

§ 9.8.5 When the preparation of the punch list is complete the Architect shall prepare a Recommendation of Acceptance incorporating the punch list and submit it to the Owner. Upon approval of the Recommendation of Acceptance, the Owner may issue a Notice of Acceptance of Building Contract which shall establish the Date of Substantial Completion. The Contractor shall record the Notice of Acceptance with the Clerk of Court in the Parish in which the Work has been performed. If the Notice of Acceptance has not been recorded seven (7) days after issuance, the Owner may record the Acceptance at the Contractor's expense. All additive change orders must be processed before issuance of the Recommendation of Acceptance. The Owner shall not be responsible for payment for any Work associated with change orders that is not incorporated into the contract at the time of the Recommendation of Acceptance.

§ 9.8.6 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, maintenance, 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.

§ 9.8.7 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 Architect 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 Architect 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. Finding the Contractor in default shall constitute a reason for disqualification of the Contractor from bidding on future state contracts. If the surety fails to complete the punch list within the stipulated time period, the Owner may not accept bonds submitted, in the future, by the surety.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 Partial Occupancy is that stage in the progress of the Work when a designated portion of the Work is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the designated

portion of the Work for its intended use. The Owner may occupy or use any substantially completed portion of the Work so designated by separate agreement with the Contractor and authorized by public authorities having jurisdiction over the Work. Such occupancy or use may commence provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. Consent to occupy must be obtained in writing from Contractor's and/or Owner's insurer (whichever is deemed by Owner as the appropriate insurer), and the appropriate insurances must be confirmed in writing. When the Contractor considers the designated portion substantially complete the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall not constitute a waiver of Claims by the Owner for the following:

- .1 Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 Failure of the Work to comply with the requirements of the Contract Documents irrespective of when such failure is discovered;

- .3 Terms of special warranties required by the Contract Documents; or
- .4 Audits performed by the Owner, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on the health and safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB) or lead, encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. The Contract Time shall be extended appropriately.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting the safety of persons or property, the Contractor shall notify the Owner and Architect immediately of the emergency, simultaneously acting at his discretion to prevent damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency Work shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

NOTE: The following Article 11 contemplates Owner using an amended AIA A101 Owner-Contractor Agreement not including that document's Exhibit A.

§ 11.1 Contractor's Liability Insurance

The Contractor shall purchase and maintain without interruption for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The duration of the contract shall be from the inception of the contract until the date of final payment.

(Paragraphs deleted)

§ 11.2 Minimum Scope and Limits of Insurance

§ 11.2.1 Worker's Compensation

Worker's Compensation insurance shall be in compliance with the Worker's Compensation law of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If Work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for Worker's compensation coverage only.

§ 11.2.2 Commercial General Liability.

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations Liability, shall have a minimum limit per occurrence based on the project value. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable. The aggregate loss limit must apply to each project. ISO form CG 25 03 (current form approved for use in Louisiana), or equivalent, shall also be submitted. The Owner's Project number and Project name shall be included on this endorsement.

COMBINED SINGLE LIMIT (CSL) PER OCCURRENCE

Type of Construction	Projects up to \$1,000,000	Projects over \$1,000,000 up to \$10,000,000	Projects over \$10,000,000
New Buildings:			
Each Occurrence Minimum Limit	\$1,000,000	\$2,000,000	\$4,000,000
Per Project Aggregate	\$2,000,000	\$4,000,000	\$8,000,000
Renovations: The building(s) value for the Project is \$_____.			
Each Occurrence Minimum Limit	\$1,000,000**	\$2,000,000**	\$4,000,000**
Per Project Aggregate	2 times per occur limit**	2 times per occur limit**	2 times per occur limit**

**While the minimum Combined Single Limit of \$1,000,000 is required for any renovation, the limit is calculated by taking 10% of the building value and rounding it to the nearest \$1,000,000 to get the insurance limit. Example: Renovation on a \$33,000,000 building would have a calculated \$3,000,000 combined single limit of coverage (33,000,000 times .10 = 3,300,000 and then rounding down to \$3,000,000). If the calculated limit is less than the minimum limit listed in the above chart, then the amount needed is the minimum listed in the chart. Maximum per occurrence limit required is \$10,000,000 regardless of building value. The per project aggregate limit is then calculated as twice the per occurrence limit.

§ 11.2.3 Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

§ 11.2.4 Excess Umbrella

Excess Umbrella Insurance may be used to meet the minimum requirements for General Liability and Automobile Liability only.

§ 11.2.5 Builder's Risk

§ 11.2.5.1 Builder's Risk Insurance shall be in an amount equal to the amount of the construction contract including any amendments and shall be upon the entire Work included in the contract. The policy shall provide coverage equivalent to the ISO form number CP 10 20, Broad Form Causes of Loss (extended, if necessary, to include the perils of wind, earthquake, collapse, flood, convective storms, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure). The policy must include architects' and engineers' fees necessary

to provide plans, specifications and supervision of Work for the repair and/or replacement of property damage caused by a covered peril, not to exceed 10% of the cost of the repair and/or replacement.

§ 11.2.5.2 Flood coverage shall be provided by the Contractor on the first floor and below for all projects, except as otherwise noted. The builder's risk insurance policy, sub-limit for flood coverage shall not be less than ten percent (10%) of the total contract cost per occurrence. If flood is purchased as a separate policy, the limit shall be ten percent (10%) of the total contract cost per occurrence (with a max of \$500,000 if NFIP). Coverage for roofing projects shall **not** require flood coverage.

§ 11.2.5.3 A Specialty Contractor may provide an installation floater in lieu of a Builder's Risk policy, with the similar coverage as the Builder's Risk policy, upon the system to be installed in an amount equal to the amount of the contract including any amendments. Flood coverage is not required.

§ 11.2.5.4 The policy must include coverage for the Owner, Contractor and any subcontractors as their interests may appear.

§ 11.2.6 Pollution Liability *(required when asbestos or other hazardous material abatement is included in the contract)* Pollution Liability insurance, including gradual release as well as sudden and accidental, shall have a minimum limit of not less than \$1,000,000 per claim. A claims-made form will be acceptable. A policy period inception date of no later than the first day of anticipated Work under this contract and an expiration date of no earlier than 30 days after anticipated completion of all Work under the contract shall be provided. There shall be an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

§ 11.2.7 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by the Owner. The Contractor shall be responsible for all deductibles and self-insured retentions.

§ 11.3 Other Insurance Provisions

§ 11.3.1 The policies are to contain, or be endorsed to contain, the following provisions:

§ 11.3.1.1 Worker's Compensation and Employers Liability Coverage

§ 11.3.1.1.1 To the fullest allowed by law, the insurer shall agree to waive all rights of subrogation against the Owner, its officers, agents, employees and volunteers for losses arising from Work performed by the Contractor for the Owner.

§ 11.3.1.2 Commercial General Liability Coverage

§ 11.3.1.2.1 The Owner, its officers, agents, employees and volunteers are to be added as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. ISO Form CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalent, are to be used.

§ 11.3.1.2.2 The Contractor's insurance shall be primary as respects the Owner, its officers, agents, employees and volunteers for any and all losses that occur under the contract. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the Owner shall be excess and non-contributory of the Contractor's insurance.

§ 11.3.1.3 Builder's Risk

The policy must include an endorsement providing the following:

In the event of a disagreement regarding a loss covered by this policy, which may also be covered by the Owner, Contractor and its insurer agree to follow the following procedure to establish coverage and/or the amount of loss:

Any party to a loss may make written demand for an appraisal of the matter in disagreement. Within 20 days of receipt of written demand, the Contractor's insurer and either Owner or its commercial insurance company shall each select a competent and impartial appraiser and notify the other of the appraiser selected. The two appraisers shall select a competent and impartial umpire. The appraisers shall then identify the policy or policies under which the loss is insured and, if necessary, state separately the value of the property and the amount of the loss that must be borne by each policy. If the two appraisers fail to agree, they shall submit their differences to the umpire. A written decision by any two shall determine the policy or policies and the amount of the loss. Each insurance company agrees that the decision of the appraisers and the umpire if involved shall be binding and final and that neither party will resort to litigation. Each of the two parties shall pay its chosen appraiser and bear the cost of the umpire equally.

§ 11.3.1.4 All Coverages

§ 11.3.1.4.1 All policies must be endorsed to require Notice of Cancellation in accordance with Policy Provisions. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Owner of policy cancellations or reductions in limits.

§ 11.3.1.4.2 Neither the acceptance of the completed Work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

§ 11.3.1.4.3 The insurance companies issuing the policies shall have no recourse against the Owner for payment of premiums or for assessments under any form of the policies.

§ 11.3.1.4.4 Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Owner, its officers, agents, employees and volunteers.

§ 11.3.2 Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a current A.M. Best's rating of **A- VI or higher**. This rating requirement may be waived for Worker's compensation coverage only. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another certificate of insurance within 30 days.

§ 11.3.3 Verification of Coverage

Contractor shall furnish the Owner with certificates of insurance, evidencing required amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Owner including renewal evidence prior to expiration. Failure to provide and maintain the required insurance coverage throughout the term of the Agreement shall be a material breach of the Agreement, and shall entitle Owner to all remedies provided for in the Agreement, any Amendment(s) thereto, or by operation of law. The Certificate Holder must be listed as follows:

Lafourche Parish Fire District 3
17642 W. Main St.
Cut Off, LA 70345
Attn: HIR Project No. XXXX (obtain Owner's Project Number from Architect).

Owner's Program Manager is to be included as an additional-insured, listed as follows:

CSRS Disaster Recovery Management, LLC
8555 United Plaza Blvd.
Baton Rouge, LA 70809

The Owner reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Owner, may be suspended, discontinued, or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

If the Contractor does not meet the insurance requirements at policy renewal, at the option of the Owner, payment to the Contractor may be withheld until the requirements have been met, OR the Owner may pay the renewal premium and withhold such payment from any monies due the Contractor, OR the contract may be suspended or terminated for cause.

(Paragraphs deleted)

§ 11.3.4 Subcontractors

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Owner reserves the right to request copies of subcontractor's certificates at any time. If Contractor does not verify subcontractors' insurance as described above, Owner has the right to withhold payments to the Contractor until the requirements have been met.

§ 11.3.5 Worker's Compensation Indemnity

In the event Contractor is not required to provide or elects not to provide Worker's compensation coverage, the parties hereby agree the Contractor, its Owners, agents and employees shall have no cause of action against, and shall not assert a claim against, the Owner, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Worker's Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the Owner, its departments, agencies, agents and employees shall be, or considered as, the employer or statutory employer of Contractor, its Owners, agents and employees. The parties further agree that Contractor is a wholly independent Contractor and is exclusively responsible for its employees, Owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the Owner, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

§ 11.3.6 Indemnification/Hold Harmless Agreement

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the Owner, its officers, agents, servants, employees and volunteers, from and against any and all claims, damages, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits or causes of action arising out of the negligence of the Owner, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The Owner may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling and expenses of all claims.

§ 11.4 Performance and Payment Bond

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.4.3 Recordation of Contract and Bond [La R.S. 38:2241 thru 38:2241.1]

The Contractor shall record within thirty (30) days the executed Contract Between Owner and Contractor and Performance and Payment Bond with the Lafourche Parish Clerk of Court and promptly deliver documentation of such recordation to Owner.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. If the Contractor fails to correct Work identified as defective within a thirty (30) day period, through no fault of the Designer, the Owner may hold the Contractor in default. If the Owner finds the Contractor in default, the Surety shall be notified. If within thirty (30) days after notification, the Surety has not corrected the nonconforming Work, through no fault of the Architect or Owner, the Owner may contract to have nonconforming Work corrected and hold the Surety and Contractor responsible for the cost, including architectural fees and other indirect costs. If the Surety fails to correct the Work within the stipulated time period and fails to meet its obligation to pay the costs, the Owner may elect not to accept bonds submitted in the future by the Surety. Finding the Contractor in default shall constitute a reason for disqualification of the Contractor from bidding on future contracts for Owner.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work, or Work covered by warranties, within a thirty (30) day period, through no fault of the Architect 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 thirty (30) days after notification, the Surety has not corrected the non-conforming or warranty Work, through no fault of the Architect or Owner, the Owner may contract to have the nonconforming or warranty Work corrected and hold the Surety responsible for the cost including architects fees and other indirect costs. Corrections by the Owner shall be in accordance with Section 2.4. If the Surety fails to correct the nonconforming or warranty Work within the stipulated time period and fails to meet its obligation to pay the costs, the Owner may not accept bonds submitted, in the future, by the Surety.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

(Paragraph deleted)

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.3.3 The Seventeenth Judicial Court in and for the Parish of Lafourche, State of Louisiana shall have sole jurisdiction and venue in any action brought under this contract.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. The Contractor shall make arrangements for such tests, inspections and approvals with the Testing Laboratory provided by the Owner, and the Owner shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by

such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

(Paragraphs deleted)

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit for Work completed prior to stoppage.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.
- .5 **failure to complete the punch list within the lien period as provided in 9.8.7.**

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished. Termination by the Owner shall not suspend assessment of liquidated damages against the Surety.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.2.5 If an agreed sum of liquidated damages has been established, termination by the Owner under this Article shall not relieve the Contractor and/or Surety of his obligations under the liquidated damages provisions and the Contractor and/or Surety shall be liable to the Owner for per diem liquidated damages.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims (See La R.S. 38:2189, and 38:2189.1).

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. A Reservation of Rights and similar stipulations shall not be recognized under this contract as having any effect. A party must make a claim as defined herein within the time limits provided.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Architect's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with his/her decision.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

(Paragraph deleted)

§ 15.1.6.2 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. No additional adverse weather days shall be granted after the original or extended contract completion date, except those adverse weather days associated with a National Weather Service named storm or federally declared weather related disaster directly affecting the project site

§ 15.1.6.3 The following are considered reasonably anticipated days of adverse weather on a monthly basis:

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

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: Contract is on a calendar day basis.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect shall always serve as the Initial Decision Maker. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to litigation of any Claim arising prior to the date final payment is due. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties except that the Owner may reject the decision or suggest a compromise, or both.

§ 15.2.6 Not Used.

(Paragraph deleted)

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.



SECTION O
APPLICATION FOR PAYMENT DOCUMENTS

APPLICATION FOR PAYMENT DOCUMENTS

The following documents are to be used for Contractor's Applications for Payment:

Samples not included.

Application for Payment:

AIA Document G702®–1992, Application and Certificate for Payment.

With:

Continuation Sheet:

AIA Document G703®–1992, Continuation Sheet.

Both prepared in accordance with their published Instructions.

Maintain strict segregation of individual Damaged Sites in Schedule of Values.

END OF SECTION

SECTION P
SALES TAX EXEMPTION FORM



_____, 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:

Construction Project	Contract Number
----------------------	-----------------

This designation and acceptance of agency is effective for the period

Beginning Date (mm/dd/yyyy)	End Date (mm/dd/yyyy)
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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			Acceptance of Agency		
Signature of Authorized Designator		Date (mm/dd/yyyy)	Signature of Contractor or Subcontractor Authorized Acceptor		Date (mm/dd/yyyy)
Name of Authorized Designator			Name of Contractor's or Subcontractor's Acceptor		
Name of Governmental Entity			Name of Contractor		
Address			Address		
City	State	ZIP	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. The agency agreement evidenced by this sales tax exemption certificate must be implemented at the time of contract execution with the governmental entity. The contract between the governmental entity and his agent must contain provisions to authenticate the conferment of agency.

SECTION Q
SPECIAL PROVISIONS

SECTION Q

SPECIAL PROVISIONS

- 1.01 The ENGINEER for this project is:

GIS Engineering, LLC
Coastal Design & Infrastructure
197 Elysian Drive
Houma, LA 70363

The Project Engineer is BRENTON M. HEBERT, P.E.

- 1.02 The OWNER is the “LAFOURCHE PARISH FIRE DISTRICT NO. 3”

- 1.03 Work to be done under this section consists of furnishing all labor, materials, equipment, and accessories, and performing all operations to complete the work in accordance with the Contract Documents.

- 1.04 CONTRACTOR shall be licensed in the State of Louisiana under either of the following classifications:

- **BUILDING CONSTRUCTION**

- 1.05 Intent - Provisions of these Special Provisions shall supersede and take precedence over conflicting counterpart provisions located elsewhere in the contract documents.

No provisions under this section shall be construed as relieving the CONTRACTOR from his contractual obligations in the performance and satisfactory completion of all Work as specified and contracted for in said contract documents, except as may be duly authorized in writing by the OWNER.

CONTRACTOR is responsible for all testing associated with the contract documents. OWNER may, at his own expense, perform additional testing for acceptance purposes.

- 1.06 Scope of Work - The Work to be performed under the various bid items for this contract shall include all plant, processing, tools, supplies, labor, materials, equipment, superintendence, and incidentals which may be required for the construction unless otherwise specified for a particular bid item.
- 1.07 The Bidder is required to examine carefully the site of the proposed work, Proposal, and Contract Documents. He shall satisfy himself as to the character, quality and quantities of Work to be performed, materials to be furnished, and as to the requirements of these specifications. The submissions of a Total Base Bid shall be evidence that the Bidder has made such examinations.
- 1.08 All notes on the Contract Documents shall be binding and considered as modified specifications.

- 1.09 The budget for the base bid of this project is \$400K. The budget for the base bid and the alternate bid is \$630K. Should all bids exceed the available budget, the project will only be awarded in the event that the Lafourche Parish Fire District No. 3 approves additional funds.
- 1.10 The contract time as stipulated in the Proposal Form is One Hundred Fifty (150) calendar days for substantial completion, with a forty-five (45) day clear lien period required prior to final payment.
- 1.11 Time Constraints - By submitting a proposal, the CONTRACTOR is certifying that he understands the required time constraints on the construction period of this contract and that he will incorporate the level of effort required to complete all specified Work within the required time frame. The contract time can be adjusted as provided in Section N – General Conditions, Paragraph 15.1.6.2. In computing extensions due to abnormal weather conditions, the following chart will be used to determine normal anticipated days lost due to rain:

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

Days in excess of the above on a cumulative basis shall be considered “adverse” per Section N, General Conditions, Paragraph 15.1.6.2. This is a calendar day contract. Normal working hours shall be defined as CONTRACTOR’s daylight hours working period occurring between the hours set forth as beginning 7:00a.m.and ending at 6:00p.m. Work during times other than specified above shall only be upon written permission from the OWNER.

- 1.12 CONTRACTOR shall be cognizant of the Load Limits that have been established on the local streets adjacent and leading to the project site. All material hauling operations shall be performed in an appropriate manner such that the street load limits are not ever exceeded.
- 1.13 CONTRACTOR shall be responsible for protecting the roadway surface during construction of the entire project and particularly during work under this item. CONTRACTOR shall be responsible for allowing Highway 3040 and Highway 311 to be passable by normal through traffic at all times during construction. CONTRACTOR shall repair to the ENGINEER’s satisfaction any damage caused as a result of his/her operations at no direct pay unless otherwise approved by the ENGINEER. All property shall be protected from damage. Property damaged by the CONTRACTOR during the construction of the work shall be, at his expense, repaired or replaced and left in as good condition as found.
- 1.14 Forms, Plans, and Specifications - The Work shall conform to the plans titled, “FIRE CENTRAL TRAINING TOWER RESTORATION, PROJECT NO. HIR-FCTT” all of which form a part of the contract documents.
- 1.15 Maintenance of Drainage - The CONTRACTOR shall maintain adequate drainage during construction. The CONTRACTOR shall provide for the removal of water from the land-based Work area and areas adjacent and shall maintain the Work area reasonably dry

at all times. No measurement of payment will be made for maintenance of drainage. Payment will be distributed throughout the existing bid items. The CONTRACTOR shall include any and all costs for maintenance of drainage in the contract prices for items of work to which the work is incidental thereto.

- 1.16 Communication - The CONTRACTOR shall have someone available to take calls at all times. He shall provide the OWNER and ENGINEER with a local night telephone number to call so that he may be advised of any emergency, trouble, or other matter needing his attention. The emergency telephone number should be displayed on barricades and/or on equipment on the job site.
- 1.17 Sanitation Facility - Employee sanitation facilities shall be provided and maintained by the CONTRACTOR.
- 1.18 Tax Exemption – This project is exempt from State Sales Tax. The successful bidder will be provided with the appropriate documentation.
- 1.19 Insurance will not be measured for payment. Insurance shall be included in the cost of all the other bid items.
- 1.20 All required records, reports, submittals, etc. shall be provided as per specifications and shall be approved prior to payment of each item.
- 1.21 The CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders, RFI's and other written interpretations and clarifications in good order and annotated to show all changes made during the construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to ENGINEER for OWNER.
- 1.22 A set of red line As-Built Drawings shall be maintained up to date by the CONTRACTOR. The As-Built set of drawings shall indicate all changes and clarifications that occur during the project and shall be delivered to the ENGINEER upon completion of the work. All revisions shall be shown in red and be easily distinguishable from the original design. Changes made through RFI's, field orders, or change orders shall be revised on the drawings and shown in red and properly identified.
- 1.23 The CONTRACTOR shall provide all electric power and water required for construction of the work at NO DIRECT PAY.
- 1.24 The CONTRACTOR shall conform to all applicable Federal, State and local laws in carrying out the obligations under the Contract.
- 1.25 The CONTRACTOR, prior to commencing any work, shall pay all necessary fees and secure, at his own expense, all necessary permits required for the performance of the project work.
- 1.26 All waste materials such as broken pipe, tree roots and other construction debris shall be picked up and removed from the site by the CONTRACTOR. Final cleanup must be approved and accepted by the OWNER before the contract may be considered complete.

- 1.27 The OWNER reserves the right to have other work performed by other contractors and to permit the public utility companies and others to do work on, and adjacent to the site. The CONTRACTOR shall conduct his operations and cooperate with the other parties so as to minimize interference with this other work. Should a difference arise as to the rights of the CONTRACTOR and other contractors or utility companies, the ENGINEER, as the OWNER's representative, shall be sole mediator and his decision shall be final and binding on the CONTRACTOR.
- 1.28 Authorized changes will be field measured by the ENGINEER and the accepted work will be paid for at the contract bid price per unit.
- 1.29 Payment shall be made at the unit price or lump sum amount, as shown in the CONTRACTOR's Bid for applicable items of work. Items of work required to complete the project in accordance with the plans and specifications for which no specific bid item appears in the Contract Documents shall not be paid for separately, but shall be included in the prices shown in the CONTRACTOR's Bid for applicable, related items of work.
- 1.30 CONSTRUCTION SCHEDULE
- A. Submit initial progress schedule in duplicate within one week after the date established in Notice to Proceed for ENGINEER review.
 - B. Submit revised schedules with each Application for Payment, identifying changes since previous version. Indicate estimated percentage of completion for each item of work at each submission.
- 1.31 Within 30 days of the date of Notice to Proceed, submit to the ENGINEER and the OWNER, for approval, a Hurricane Preparedness Plan. The Plan shall describe in detail the necessary measures which the CONTRACTOR will perform, at no additional costs to the OWNER, in case of a hurricane warning. Revise Plan as required by the ENGINEER and OWNER. "
- 1.32 In the event of inclement weather, the CONTRACTOR shall protect the Work and materials from damage or injury from the weather. If, in the opinion of the ENGINEER, any portion of the Work or materials has been damaged by reason of failure on the part of the CONTRACTOR to so protect the Work, such Work and materials shall be removed and replaced with new materials and Work to the satisfaction of the ENGINEER.
- 1.33 The Bidder must not be debarred as determined by the Federal Government's Excluded Parties List, and it is the responsibility of the Contractor to verify subcontractor eligibility based on factors such as past performance, proof of liability insurance, possession of a federal ID tax number, debarment, and state and local licensing requirements. The prime contractor may use the web site: <https://www.sam.gov/SAM> to determine if a subcontractor has been debarred at the federal level.

TECHNICAL SPECIFICATIONS

**FIRE CENTRAL TRAINING TOWER
TECHNICAL SPECIFICATIONS**

TABLE OF CONTENTS

SECTION	TITLE
DIVISION I	GENERAL REQUIEMENTS
DIVISION 01	GENERAL REQUIREMENTS
01 71 13	MOBILIZATION AND DEMOBILIZATION
01 71 23.16	CONSTRUCTION SURVEYING
DIVISION 03	CONCRETE
03 30 00	CAST-IN-PLACE REINFORCED CONCRETE
DIVISION 13	SPECIAL CONSTRUCTION
13 00 00	SPECIAL CONSTRUCTION
DIVISION 21	FIRE SUPPRESSION
21 11 16	FACILITY FIRE HYDRANTS
DIVISION 26	ELECTRICAL
26 00 00	ELECTRICAL SYSTEMS
DIVISION 31	EARTHWORK
31 23 16	TRENCHING
31 24 00	EMBANKMENT
31 62 19	TIMBER PILES
DIVISION 32	EXTERIOR IMPROVEMENTS
32 15 00	AGGREGATE BASE COURSE
32 31 13	CHAIN LINK FENCES AND GATES
DIVISION 33	UTILITIES
33 05 05.31	HYDROSTATIC TESTING
33 11 00	WATER UTILITY DISTRIBUTION PIPING
DIVISION 34	TRANSPORTATION
34 01 00	TRANSPORTATION MAINTENANCE SURFACING

DIVISION I
GENERAL REQUIREMENTS

DIVISION I - GENERAL REQUIREMENTS

INDEX

1.1. ABBREVIATIONS	1-1
1.1.1.ABBREVIATIONS AND ACRONYMS	1-1
1.2. REFERENCE SPECIFICATIONS	1-4
1.3. MEETINGS AND CONFERENCES	1-5
1.3.1.PRE-CONSTRUCTION CONFERENCE	1-5
1.3.2.PROGRESS MEETINGS	1-6
1.3.3.TRAFFIC CONTROL MEETINGS	1-6
1.4. CONTRACTOR SUBMITTALS	1-6
1.4.1.SHOP DRAWINGS:	1-7
1.4.2.CONTRACTOR'S SCHEDULES:	1-9
1.4.3.SAMPLES:	1-10
1.4.4.TECHNICAL MANUALS:	1-10
1.4.5.SPARE PARTS LISTS:	1-11
1.4.6.RECORD DRAWINGS:	1-11
1.4.7.EXCAVATION PLAN:	1-12
1.4.8.RECORDING EXISTING SITE CONDITIONS:	1-13
1.4.9.PROGRESS REPORTS:	1-13
1.4.10.SCHEDULE OF VALUES:	1-13
1.4.11.SCHEDULE OF PAYMENTS:	1-14
1.4.12. SURVEY DATA:	1-14
1.4.13.UTILITY INVESTIGATION:	1-14
1.4.14.CONSTRUCTION PHOTOGRAPHS:	1-14
1.5. PROGRESS SCHEDULING	1-14
1.5.1.GENERAL REQUIREMENTS:	1-15
1.5.2.SCHEDULING PROCEDURE:	1-15
1.5.3.REVISIONS TO SCHEDULES:	1-15
1.5.4.SUBMITTALS:	1-15
1.6. RECORDING EXISTING SITE CONDITIONS	1-16
1.6.1.GENERAL:	1-16
1.6.2.PHOTOGRAPHIC RECONNAISSANCE:	1-16
1.6.3.ELEVATION SURVEY:	1-16
1.7. QUALITY CONTROL	1-16
1.7.1.SITE INVESTIGATION AND CONTROL:	1-16
1.7.2.OBSERVING THE WORK:	1-17
1.7.3.TIME OF INSPECTION AND TESTS:	1-17
1.7.4.SAMPLING AND TESTING:	1-17
1.7.5.RIGHT OF REJECTION :	1-18
1.8. MOBILIZATION	1-18
1.9. TEMPORARY UTILITIES	1-19
1.9.1.POWER AND LIGHTING :	1-19
1.9.2.WATER SUPPLY:	1-20
1.9.3.SANITATION:	1-21
1.9.4.COMMUNICATIONS:	1-21
1.9.5.SAFETY:	1-21

1.10. PROTECTION OF EXISTING FACILITIES	1-22
1.10.1. PROTECTION OF STREET OR ROADWAY MARKERS	1-22
1.10.2. RESTORATION OF PAVEMENT:	1-22
1.10.3. TREES WITHIN STREET RIGHTS-OF-WAY AND PROJECT LIMITS	1-23
1.10.4. NOTIFICATION BY THE CONTRACTOR:	1-23
1.10.5. UTILITY INVESTIGATION :	1-24
1.10.6. SUBSURFACE OBSTRUCTIONS:	1-24
1.10.7. CONFLICTS WITH OTHER UTILITIES:	1-25
1.10.8. POLE RELOCATION AND PROTECTION:	1-26
1.10.9. EXISTING FENCE LINES:	1-27
1.10.10. EXISTING PROPERTY CORNERS:	1-27
1.11. SITE ACCESS, STORAGE AND CLEAN-UP	1-27
1.11.1. TEMPORARY CROSSINGS :	1-27
1.11.2. OFF-SITE STORAGE:	1-28
1.11.3. ON-SITE STORAGE:	1-28
1.11.4. SURPLUS EARTH:	1-28
1.11.5. CLEANING SITE:	1-28
1.12. BARRICADES AND TRAFFIC CONTROL	1-29
1.12.1. BARRICADES AND TRAFFIC CONTROL :	1-29
1.13. TEMPORARY ENVIRONMENTAL CONTROLS	1-30
1.13.1. TEMPORARY DRAINAGE PROVISIONS:	1-30
1.13.2. EROSION CONTROL:	1-31
1.14. MATERIALS AND EQUIPMENT	1-31
1.14.1. QUALITY ASSURANCE :	1-32
1.14.2. PRODUCT DELIVERY-STORAGE-HANDLING :	1-32
1.14.3. TRANSPORTATION AND HANDLING:	1-32
1.14.4. STORAGE AND PROTECTION:	1-32
1.14.5. ENCLOSED STORAGE:	1-33
1.14.6. EXTERIOR STORAGE:	1-33
1.14.7. MAINTENANCE OF STORAGE:	1-33
1.15. EQUIPMENT TESTING, OPERATOR TRAINING AND FACILITIES START-UP	1-34
1.15.1. EQUIPMENT TESTING AND OPERATOR TRAINING:	1-34
1.15.2. FACILITIES START-UP PERIOD:	1-34
1.16. PROJECT CLOSE-OUT	1-35
1.16.1. FINAL SUBMITTALS:	1-36
1.16.2. MAINTENANCE AND GAURANTEE	1-37

DIVISION I

GENERAL REQUIREMENTS

PART 1 – ABBREVIATIONS

- 1.1 Wherever in these Specifications references are made to the standards, specifications, or other published data of the various national, regional, or local organizations, such organizations may be referred to by their acronym or abbreviation only. As a guide to the user of these specifications, the following acronyms or abbreviations which may appear in these specifications shall have the meanings indicated herein.

1.1.1 ABBREVIATIONS AND ACRONYMS

AAMA	Architectural Aluminum Manufacturers Association AAR
AAR	Association of American Railroads
AASHTO	American Association of the State Highway and Transportation Officials AATCC
ACI	American Concrete Institute
AFBMA	Anti-Friction Bearing Manufacturers Association, Inc.
AGA	American Gas Association
AGC	Associated General Contractors
AGMA	American Gear Manufacturer's Association
AHAM	Association of Home Appliance Manufacturers
AI	The Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
ANS	American Nuclear Society
ANSI	American National Standards Institute, Inc
APA	American Plywood Association

API	American Petroleum Institute
APWA	American Public Works Association
ASA	Acoustical Society of America
ASA	American Standards Association
ASAE	American Society of Agriculture Engineers
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASLE	American Society of Lubricating Engineers
ASME	American Society of Mechanical Engineers
ASQC	American Society for Quality Control
ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BBC	Basic Building Code, Building Officials and Code Administrators International
BHMA	Builders Hardware Manufacturers Association
CBM	Certified Ballast Manufacturers
CEMA	Conveyor Equipment Manufacturers Association
CGA	Compressed Gas Association
CLPCA	California Lathing and Plastering Contractors Association
CLFMI	Chain Link Fence Manufacturers Institute
CRSI	Concrete Reinforcing Steel Institute

DCDMA	Diamond Core Drill Manufacturers Association
EIA	Electronic Industries Association
ETL	Electrical Test Laboratories
ICBO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IME	Institute of Makers of Explosives
IP	Institute of Petroleum (London)
IPC	Institute of Printed Circuits
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Society of America
IOS	International Organization for Standardization
ITE	Institute of Traffic Engineers
LADOTD	Louisiana Department of Transportation and Development
MBMA	Metal Building Manufacturers Association

1.2. REFERENCE SPECIFICATIONS

- 1.2.1. Whenever in these specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the work is advertised for bids, shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the drawings shall be waived because of any provision of, or omission from, said standards or requirements.
- 1.2.2. In certain instances, specification text requires (or implies) that specific work is to be assigned to specialists or expert entities, who must be engaged for the performance of that work. Such assignments shall be recognized as special requirements over which the CONTRACTOR has no choice or option. These requirements shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the work; also they are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of work is recognized as "expert" for the indicated construction process or operations. Nevertheless, the final responsibility for fulfillment of the entire set of contract requirements remains with the CONTRACTOR.
- 1.2.3. Without limiting the generality of other requirements of the specifications, all work specified herein shall conform to or exceed the requirements of all applicable codes and the applicable requirements of the following documents to the extent that the provisions of such documents are not in conflict with the requirements of these Specifications nor the applicable codes.
- 1.2.4. In case of conflict between codes, reference standards, drawings and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the ENGINEER for clarification and directions prior to ordering or providing any materials or labor. The CONTRACTOR shall bid the most stringent requirements.
- 1.2.5. Applicable Standard Specifications : The CONTRACTOR shall construct the work specified herein in accordance with the requirements of the Contract Documents and the referenced portions of those referenced codes, standards, and specifications listed.
- 1.2.6. References herein to "OSHA Regulations for Construction" shall mean Title 29. Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations (OSHA), including all changes and amendments thereto. References herein to "OSHA Standards" shall mean Title 29. Part 1910. Occupational Safety and Health Standards, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

1.3. MEETINGS AND CONFERENCES

1.3.1. PRE-CONSTRUCTION CONFERENCE :

1.3.1.1. In accordance with the General Conditions, prior to the commencement of work at the site, a pre-construction conference will be held at a mutually agreed time and place. The conference shall be attended by:

- a. CONTRACTOR and his superintendent.
- b. Principal Subcontractors.
- c. Representatives of principal suppliers and manufacturers as appropriate.
- d. ENGINEER and his Resident Project Representative.
- e. Representatives of OWNER
- f. Governmental representatives as appropriate.
- g. Others as requested by CONTRACTOR, OWNER, or ENGINEER

1.3.1.2. Unless previously submitted to ENGINEER, CONTRACTOR shall bring to the conference a tentative schedule for each of the following:

- a. Progress and order of the work.
- a. Procurement.
- b. Values for progress payment purposes.
- c. Shop Drawings and other submittals.
- d. Excavation Plan.
- e. Stormwater Management Plan (if applicable).

1.3.1.3. The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The agenda will include:

- a. CONTRACTOR'S tentative schedules.
- b. Transmittal, review and distribution of CONTRACTOR'S submittals.
- c. Processing applications for payment.
- d. Maintaining record documents.
- e. Critical Work sequencing.

- f. Field decisions and Change Orders.
- g. Use of premises, office and storage areas, security housekeeping and OWNER'S needs.
- h. Major equipment deliveries and priorities.
- i. CONTRACTOR'S assignments for safety and first aid

1.3.1.4. ENGINEER will preside at the conference and will arrange for keeping the minutes and distributing the minutes to all persons in attendance.

1.3.2. PROGRESS MEETINGS:

1.3.2.1. CONTRACTOR shall schedule and hold regular progress meetings at least monthly and at other times as requested by ENGINEER or required by progress of the work. CONTRACTOR, ENGINEER and all Subcontractors active on the site shall be represented at each meeting. CONTRACTOR may at his discretion request attendance by representatives of his suppliers, manufacturers, and other Subcontractors

1.3.2.2. ENGINEER shall preside at the meetings and provide for keeping minutes and distribution of the minutes to the OWNER and CONTRACTOR. The purpose of the meetings will be to review the progress of the work, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop

1.3.3. TRAFFIC CONTROL MEETINGS:

1.3.3.1. When traffic control plan is included in the Contract Documents, CONTRACTOR shall schedule and hold meetings as required (or requested by the ENGINEER) with the ENGINEER to attend to matters of traffic control and associated public convenience and safety during the course of the work.

1.3.3.2. ENGINEER shall preside at the meetings and provide for the keeping of minutes and distribution of minutes to all attendees, the OWNER and the CONTRACTOR. The purpose of the meetings will be for the CONTRACTOR'S presentation of traffic control plans and any revisions required during performance of the work and to discuss related matters.

1.4. CONTRACTOR SUBMITTALS

1.4.1. Wherever submittals are required hereunder, all such CONTRACTOR submittals shall be submitted to the ENGINEER'S Construction Administrator at the office of the ENGINEER for recording and proper distribution.

1.4.2. Prior to commencing work, the CONTRACTOR shall submit the following items to

the ENGINEER for review.

- 1.4.2.1. An estimated progress schedule indicating the starting and completion dates of the various stages of the work;
- 1.4.2.2. A preliminary schedule of values (lump sum price breakdown) for all of the work which will include quantities and prices of items aggregating the contract price and will subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices shall include an appropriate amount of overhead and profit applicable to each item of work which will be confirmed in writing by the CONTRACTOR at the time of submittal. Items of work shall correspond to items of work shown on the progress schedules.
- 1.4.2.3. A preliminary schedule of Shop Drawings submittals coordinated with the construction schedule; and
- 1.4.2.4. A list of all permits and licenses the CONTRACTOR shall obtain indicating the agency required to grant the permit and the expected date of submittal for the permit and required date for receipt of the permit.

1.4.3. SHOP DRAWINGS:

- 1.4.3.1. Wherever called for in the Contract Documents, or where required by the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER for review, five (5) copies of each submittal. The term "submittal" as used herein shall be understood to include detail design calculations, shop drawings, fabrication and installation drawings, erection drawings, lists, graphs, operating instructions, catalog sheets, data sheets, samples, and similar items. Unless otherwise required, said submittals shall be submitted to the ENGINEER, through the ENGINEER'S Construction Administrator, at a time sufficiently early to allow review of same by the ENGINEER, and to accommodate the rate of construction progress required under the Contract.
- 1.4.3.2. All shop drawings or other submittals shall be accompanied by a standard submittal transmittal form
- 1.4.3.3. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of a submittal of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates review of the group or package as a whole. A multiple-page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the ENGINEER.
- 1.4.3.4. Except as may otherwise be provided herein, the ENGINEER will return

prints of each submittal to the CONTRACTOR with its comments noted thereon, within fifteen (15) calendar days following their receipt by the ENGINEER. It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submittal to the ENGINEER by the second submission of a submittal item. The OWNER reserves the right to withhold monies due the CONTRACTOR to cover additional costs of the ENGINEER'S review beyond the second submittal.

- 1.4.3.5. If two (2) copies of a submittal are returned to the CONTRACTOR marked "NO EXCEPTIONS TAKEN," formal revision and resubmission of said submittal will not be required
- 1.4.3.6. If two (2) copies of a submittal are returned to the CONTRACTOR marked "MAKE CORRECTIONS NOTED," formal revision and resubmission of said submittal will not be required.
- 1.4.3.7. If one (1) copy of the submittal is returned to the CONTRACTOR marked "REVISE AND RESUBMIT," the CONTRACTOR shall revise said submittal and shall resubmit five (5) copies of said revised submittal to the ENGINEER.
- 1.4.3.8. If one (1) copy of the submittal is returned to the CONTRACTOR marked "REJECTED, SEE REMARKS," the CONTRACTOR shall revise said submittal and shall resubmit five (5) copies of said revised submittal to the ENGINEER.
- 1.4.3.9. Fabrication of an item shall not be commenced before the ENGINEER has reviewed the pertinent submittals and returned copies to the CONTRACTOR marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED." Revisions indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis of claims for extra work.
- 1.4.3.10. All CONTRACTOR submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR, prior to submission to the ENGINEER'S Construction Administrator for transmittal to the ENGINEER. Each submittal shall be dated, signed, and certified by the CONTRACTOR, as being correct and in strict conformance with the Contract Documents. The CONTRACTOR shall have a submittal approval stamp made which reads as follows:

THIS SUBMITTAL HAS BEEN REVIEWED, CHECKED AND FIELD MEASUREMENTS VERIFIED BY THE CONTRACTOR AND HAS BEEN FOUND TO CONFORM TO THE REQUIREMENTS OF THE CONTRACT DOCUMENTS, EXCEPT FOR THE FOLLOWING VARIATIONS:

NONE

SEE ATTACHED INFORMATION

CERTIFIED BY: _____(CONTRACTOR'S NAME)

DATE: _____

and which shall be placed on each sheet of drawings, or on the cover of each bound submittal. The ENGINEER will not review any CONTRACTOR submittals which have not been so certified by the CONTRACTOR. All non-certified submittals will be returned to the CONTRACTOR without action taken by the ENGINEER, and any delays caused thereby shall be the total responsibility of the CONTRACTOR

1.4.3.11. The ENGINEER'S review of CONTRACTOR submittals shall not relieve the CONTRACTOR of the entire responsibility for the correctness of details and dimensions. The CONTRACTOR shall assume all responsibility and risk for any misfits due to any errors in CONTRACTOR-submitted submittals. Any fabrication or other work performed in advance of the receipt of approved submittals shall be entirely at the CONTRACTOR'S risk and expense. The CONTRACTOR shall be responsible for the dimensions and the design of adequate connections and details

1.4.4. CONTRACTOR'S SCHEDULES:

1.4.4.1. CONTRACTOR'S schedule shall be prepared, submitted, reviewed, monitored, updated and utilized in accordance with this paragraph and Division I, Part 5- Progress Schedule.

1.4.4.2. The schedule shall be comprehensive, covering both activities at the site of the work and off-site activities such as design, procurement, and fabrication. The schedule shall be orderly and realistic, and shall be revised as necessary to meet this requirement. The CONTRACTOR shall promptly advise the ENGINEER of any occurrence requiring substantial revision of the schedule and shall furnish a revised schedule within fifteen (15) Calendar days of such occurrence

- 1.4.4.3. The detailed schedule and each revision thereof shall be subject to approval by the ENGINEER for conformity with the requirements of the Contract Documents. The CONTRACTOR shall assist the ENGINEER in reviewing and evaluating each schedule furnished. Disapproved schedules will be returned to the CONTRACTOR, shall be revised by CONTRACTOR to correct the defects noted, and shall be resubmitted to the ENGINEER within fifteen (15) calendar days after receipt.
- 1.4.4.4. When required to perform and complete the changed work in accordance with the revised schedule, the CONTRACTOR shall provide additional labor, materials, equipment or other factors of production in excess of those in use before the changed work was ordered.

1.4.5. SAMPLES:

- 1.4.5.1. Unless otherwise specified, whenever in the Specifications samples are required, the CONTRACTOR shall submit not less than two (2) samples of each such item or material to the ENGINEER for approval at no additional cost to the OWNER.
- 1.4.5.2. Samples, as required herein, shall be submitted for approval a minimum of fifteen (15) working days prior to ordering such material for delivery to the job site, and shall be submitted in an orderly sequence so that dependent materials or equipment can be assembled and reviewed without causing delays in the work.
- 1.4.5.3. All samples shall be individually and indelibly labeled or tagged, indicating thereon all specified physical characteristics and manufacturer's names for identification and submittal to the ENGINEER for approval.
- 1.4.5.4. Unless otherwise specified, all colors and textures of specified items will be selected by the ENGINEER from the manufacturer's standard colors and standard product lines.

1.4.6. TECHNICAL MANUALS:

- 1.4.6.1. The CONTRACTOR shall furnish to the ENGINEER five (5) identical sets of technical manuals. Each set shall consist of one or more volumes, each of which shall be bound in a standard size, 3-ring, loose-leaf, vinyl plastic hard cover binder suitable for bookshelf storage. Binder ring size shall not exceed 2.5 inches. A table of contents shall be provided which indicates all equipment in the technical manuals.

- 1.4.6.2. The technical manuals shall include for each item of mechanical and electrical equipment
- a. Complete operating instructions, including location of controls, special tools or other equipment required, related instrumentation, and other equipment needed for operation.
 - b. Lubrication schedules, including the lubricant SAE grade and type, temperature range of lubricants, and including frequency of required lubrication.
 - c. Preventive maintenance procedures and schedules.
 - d. Parts lists, by generic title and identification number, complete, with exploded views of each assembly.
 - e. Disassembly and reassembly instructions.
 - f. Name and location of nearest supplier and spare parts warehouse.
 - g. Recommended troubleshooting and start-up procedures.
 - h. Reproducible prints of the record drawings, including diagrams and schematics, as required under the electrical and instrumentation portions of these specifications (if any).

1.4.6.3. The CONTRACTOR shall submit the required technical manuals complete and in the number and fashion specified prior to requesting payment in excess of 75 percent of the base contract value. Failure to do so shall be cause for the OWNER to withhold any further payments to the CONTRACTOR until the requirements of this paragraph are met.

1.4.7. SPARE PARTS LISTS:

1.4.7.1. The CONTRACTOR shall furnish to the ENGINEER five (5) identical sets of spare parts information for all mechanical, electrical, and instrumentation equipment. The spare parts list shall include the current list price of each spare part. The spare parts list shall be limited to those spare parts which each manufacturer recommends be maintained by the OWNER in inventory at the plant site. Each manufacturer or supplier shall indicate the name, address, and telephone number of its nearest outlet of spare parts to facilitate the OWNER in ordering. The CONTRACTOR shall cross-reference all spare parts lists to the equipment numbers designated in the specifications or on the drawings.

The spare parts lists shall be bound in standard size, 3-ring, loose-leaf, vinyl plastic hard cover binders suitable for bookshelf storage. Binder ring size shall not exceed 2.5 inches.

1.4.8. RECORD DRAWINGS:

- 1.4.8.1. The CONTRACTOR shall keep and maintain, at the job site, one record set of drawings. On these, it shall mark all project conditions, locations, configurations, and any other changes or deviations which may vary from the details represented on the original contract drawings, including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the contract drawings. Said record drawings shall be supplemented by any detailed sketches as necessary or directed to indicate, fully, the work as actually constructed. These master record drawings of the CONTRACTOR'S representation of as-built conditions, including all revisions made necessary by addenda, change orders, and the like shall be maintained up-to-date during the progress of the work.
- 1.4.8.2. In the case of those drawings which depict the detail requirement for equipment to be assembled and wired in the factory, such as motor control centers and the like, the record drawings shall be updated by indicating those portions which are superseded by change order drawings or final shop drawings, and by including appropriate reference information describing the change orders by number and the shop drawings by manufacturer, drawing, and revision numbers.
- 1.4.8.3. Record drawings shall be accessible to the ENGINEER at all times during the construction period and shall be delivered to the ENGINEER upon completion of the work.
- 1.4.8.4. Requests for partial payments will not be approved if the record drawings are not kept current, and not until the completed record drawings, showing all variations between the work as actually constructed and as originally shown on the Contract Drawings or other Contract Documents, have been inspected by the ENGINEER.
- 1.4.8.5. Final payment will not be approved until the CONTRACTOR-prepared record drawings have been delivered to the ENGINEER. Said up-to-date, record drawings may be in the form of a set of prints with carefully plotted information overlaid in pencil.
- 1.4.8.6. Upon substantial completion of the work prior to final acceptance, the CONTRACTOR shall complete and deliver a complete set of record drawings to the ENGINEER for transmittal to the OWNER, conforming to the construction records of the CONTRACTOR. This set of drawings shall consist of corrected plans showing the reported location of the work. The information submitted by the CONTRACTOR and incorporated by the

ENGINEER into the Record Drawings will be assumed to be reliable, and the ENGINEER will not be responsible for the accuracy of such information, nor for any errors or omissions which may appear on the Record Drawings as a result.

1.4.9. EXCAVATION PLAN:

1.4.9.1. CONTRACTOR shall prepare and submit an excavation plan in accordance with current OSHA Regulations for Construction for the work contained in the contract prior to beginning the work. The plan shall indicate the general plan for performing excavation, ground dewatering, sheeting, shoring and bracing, haul routes for the disposal of surface materials and haul routes for transporting excess excavation materials to either (1) to a disposal site chosen by the CONTRACTOR when excess excavated materials is designated to become the property of the CONTRACTOR or (2) to the storage area designated by the Contract Documents when the excess excavated material is designated to remain the property of the OWNER. The excavation plan is for ENGINEER'S and OWNER'S information only. Submission and acceptance by the ENGINEER and OWNER of this information shall not relieve the CONTRACTOR from constructing the work in a continuous safe manner at all times and in accordance with the Contract Documents.

1.4.10. RECORDING EXISTING SITE CONDITIONS:

1.4.10.1. When included as a bid item, the CONTRACTOR shall submit the photographic reconnaissance and the elevation survey as required in Part 6, entitled "Recording Existing Site Conditions".

1.4.11. PROGRESS REPORTS:

1.4.11.1. A progress report shall be furnished to ENGINEER with each application for progress payment. If the work falls behind schedule CONTRACTOR shall submit additional progress reports at such intervals as ENGINEER may request.

1.4.11.2. Each progress report shall include sufficient narrative to describe any current and anticipated delaying factors, their effect on the construction schedule, and proposed corrective actions. Any work reported complete, but which is not readily apparent to ENGINEER, must be substantiated with satisfactory evidence.

1.4.11.3. Each progress report shall include a list of the activities that have been completed with their actual start and completion dates, and a list of the activities currently in progress and the number of working days required to complete each.

1.4.12. SCHEDULE OF VALUES:

1.4.12.1. After review of the tentative schedule at the pre-construction conference, and before submission of the first application for payment, CONTRACTOR shall prepare and submit to ENGINEER a schedule of values covering each lump sum item. The schedule of values, showing the value of each kind of work, shall be acceptable to ENGINEER before any partial payment estimate is prepared. Such items as Bond premium, temporary construction facilities, and plant may be listed separately in the schedule of values, provided the amounts can be substantiated.

1.4.12.2. The sum of the items listed in the schedule of values shall equal the contract lump sum price. Overhead and profit shall not be listed as separate items.

1.4.12.3. An unbalanced schedule of values providing for overpayment of CONTRACTOR on items of work which would be performed first will not be accepted. The schedule of values shall be revised and resubmitted until acceptable to ENGINEER

1.4.13. SCHEDULE OF PAYMENTS:

1.4.13.1. Within thirty (30) days after award of contract, CONTRACTOR shall furnish to ENGINEER a schedule of estimated monthly payments based upon the approved Schedule of Values. The schedule shall be revised and resubmitted each time an application for payment varies more than 10 percent from the estimated payment schedule.

1.4.14. SURVEY DATA:

1.4.14.1. All field books, notes, and other data developed by the CONTRACTOR in performing the surveys required to perform the work shall be available to the ENGINEER for examination throughout the construction period. Copies of such data shall be submitted to the ENGINEER upon request with documentation required for final acceptance of the work.

1.4.15. UTILITY INVESTIGATION:

1.4.15.1. CONTRACTOR shall submit the findings of the utility investigation as specified in Part 10 - Protection of Existing Facilities.

1.4.16. CONSTRUCTION PHOTOGRAPHS:

1.4.16.1. CONTRACTOR shall provide construction photographs showing the pre-existing site conditions, regular progress of the work and the finished project. All photographs shall be taken with a digital camera and shall indicate the date and the job title, photograph identification, and direction the camera was facing.

1.4.16.2. On each project, starting when the work begins and continuing for as long

as the work is in progress, not less than four (4) exposures consisting of different subjects or angles of view each time, shall be taken from different locations in the project area at intervals not exceeding one month apart. All photographs shall be furnished in digital format to the ENGINEER with the monthly payment request. Photographs shall be provided to the ENGINEER on compact disk.

1.5. PROGRESS SCHEDULING

1.5.1. GENERAL REQUIREMENTS:

- 1.5.1.1. Coordination and cooperation work under the contract must be coordinated with OWNER and ENGINEER to be accomplished in a logical sequence, and allow such work or parts thereof, to be completed within the contract time.

1.5.2. SCHEDULING PROCEDURE:

- 1.5.2.1. The CONTRACTOR shall be required to prepare and submit an initial Construction Progress Schedule and to periodically update that schedule.
- 1.5.2.2. The Construction Progress Schedule shall be of a horizontal bar chart type with separate bars for each major portion of work or operation.
- 1.5.2.3. Bar chart shall show complete sequence of construction by activity listed vertically with dates for beginning and completion of each element of construction shown horizontally.
- 1.5.2.4. Bar chart shall be of such a scale as to provide space for notations and revisions.
- 1.5.2.5. CONTRACTOR shall provide a separate schedule of submittal dates for shop drawings, product data and samples, including dates by which owner-furnished products (if any) are required
- 1.5.2.6. For lump sum contracts, construction activities listed in the bar chart shall correspond to the elements of work shown in the schedule of values.
- 1.5.2.7. In lieu of a bar chart schedule, the CONTRACTOR may submit a network analysis system using the critical path method, as outlined in the Associated General Contractors of America (AGC) publication "The Use of CPM in Construction - A Manual for General Contractors".

1.5.3. REVISIONS TO SCHEDULES:

- 1.5.3.1. CONTRACTOR shall indicate progress of each activity to date of submittal, and any revised projected completion date of each activity.
- 1.5.3.2. CONTRACTOR shall identify activities modified since previous submittal,

major changes in scope, and other identifiable changes.

- 1.5.3.3. CONTRACTOR shall provide narrative report to define problem areas, anticipated delays, and impact on schedule. CONTRACTOR shall report corrective action taken, or proposed, and its effect including the effect of changes on schedules of separate CONTRACTORS.

1.5.4. SUBMITTALS:

- 1.5.4.1. CONTRACTOR shall submit initial schedule prior to the start of construction. If, after review by ENGINEER, revisions are necessary, CONTRACTOR shall resubmit revised schedule, within 10 days.

- 1.5.4.2. CONTRACTOR shall submit updated project schedules with each application for payment.

1.6. RECORDING EXISTING SITE CONDITIONS

1.6.1. GENERAL:

- 1.6.1.1. Items under this Part 6 are intended to document existing site conditions. They are required only on unit price contracts when payment items are provided. On lump sum and other types of contracts, the use of these items is recommended but not required, unless called for in the Special Provisions - Book of Technical Specifications.

1.6.2. PHOTOGRAPHIC RECONNAISSANCE:

- 1.6.2.1. The CONTRACTOR shall conduct a pre- construction photographic reconnaissance of the entire job route at no direct pay. This reconnaissance shall be referenced to the project baseline and shall be adequate to ascertain the pre- existing condition of all public and private property within and adjacent to the construction limits. This reconnaissance shall be documented with a sufficient number of photographs provided by the CONTRACTOR to resolve any damage claims which may arise due to the construction of this project. Photographs shall include all access roads used to transport material or equipment to and from the project site.

- 1.6.2.2. All photographs, DVDs or videos of the pre-construction conditions shall be submitted to the ENGINEER for record purposes prior to, but not more than seven days before commencement of any construction activities.

1.6.3. ELEVATION SURVEY:

- 1.6.3.1. When provided as a pay item, CONTRACTOR shall conduct a pre-construction elevation survey of the entire job route. This elevation survey shall be referenced to the project baseline and shall be adequate to ascertain the preexisting condition of all public and private property within and

adjacent to the construction limits. This elevation survey shall include, but not be limited to, elevation of roadways, drives and walks. Elevations on abutting roadways, drives and walks shall be taken at approximately 20 foot intervals and at the point of juncture with any structure to which they are attached. In addition, elevations shall be taken of all building slabs along the project route.

- 1.6.3.2. All elevation survey data of the pre-construction conditions shall be submitted to the ENGINEER for record purposes prior to, but not more than seven days before commencement of any construction activities.

1.7. QUALITY CONTROL

1.7.1. SITE INVESTIGATION AND CONTROL:

- 1.7.1.1. The CONTRACTOR shall verify all dimensions in the field and shall check field conditions continuously during construction. The CONTRACTOR shall be solely responsible for any inaccuracies built into the work due to its failure to comply with this requirement.
- 1.7.1.2. The CONTRACTOR shall inspect related and appurtenant work and shall report in writing to the ENGINEER any conditions which will prevent proper completion of the work. Failure to report any such conditions shall constitute acceptance of all site conditions, and any required removal, repair or replacement caused by unsuitable conditions shall be performed by the CONTRACTOR at its sole cost and expense

1.7.2. OBSERVING THE WORK:

- 1.7.2.1. The work shall be conducted under the general observation of the ENGINEER and shall be subject to observation by representatives of the ENGINEER acting on behalf of the OWNER to insure strict compliance with the requirements of the Contract Documents. Such observation may include mill, plant, shop, or field as required. The ENGINEER shall be permitted access to all parts of the work, including plants where materials or equipment are manufactured or fabricated.

1.7.3. TIME OF INSPECTION AND TESTS:

- 1.7.3.1. Samples and test specimens required under these Specifications shall be furnished and prepared for testing in ample time for the completion of the necessary tests and analyses before said articles or materials are to be used. The CONTRACTOR shall furnish and prepare all required test specimens at its own expense. Except as otherwise provided in the Contract Documents, performance of the required tests will be by the CONTRACTOR, and all costs therefor will be borne by the CONTRACTOR at no cost to the OWNER.

1.7.4. SAMPLING AND TESTING:

- 1.7.4.1. When not otherwise specified, all sampling and testing shall be in accordance with the methods prescribed in the current standards of the ASTM, as applicable to the class and nature of the article or materials considered; however, the OWNER reserves the right to use any generally-accepted system of inspection which, in the opinion of the ENGINEER will insure the OWNER that the quality of the workmanship is in full accord with the Contract Documents.
- 1.7.4.2. Any waiver of any specific testing or other quality assurance measures, whether or not such waiver is accompanied by a guarantee of substantial performance as a relief from the specified testing or other quality assurance requirements as originally specified, and whether or not such guarantee is accompanied by a performance bond to assure execution of any necessary corrective or remedial work, shall not be construed as a waiver of any technical or qualitative requirements of the Contract Documents.
- 1.7.4.3. Notwithstanding the existence of such waiver, the ENGINEER shall reserve the right to make independent investigations and tests as specified in the following paragraph and, upon failure of any portion of the work to meet any of the qualitative requirements of the Contract Documents, shall be reasonable cause for the ENGINEER to require the removal or correction and re-construction of any such work.
- 1.7.4.4. In addition to any other inspection or quality assurance provisions that may be specified, the ENGINEER shall have the right to independently select, test, and analyze, at the expense of the OWNER, additional test specimens of any or all of the materials to be used. Results of such tests and analyses shall be considered along with the tests or analyses made by the CONTRACTOR to determine compliance with the applicable specifications for the materials so tested or analyzed; provided, that wherever any portion of the work is discovered, as a result of such independent testing or investigation by the ENGINEER, which fails to meet the requirements of the Contract Documents, all costs of such independent inspection and investigation, and all costs of removal, correction, and re-construction or repair of any such work shall be borne by the CONTRACTOR.

1.7.5. RIGHT OF REJECTION :

- 1.7.5.1. The ENGINEER, acting for the OWNER shall have the right, at all times and places, to reject any articles or materials to be furnished hereunder which, in any respect, fail to meet the requirements of the Contract Documents, regardless of whether the defects in such articles or materials are detected at the point of manufacture or after completion of the work at the site. If the ENGINEER or Project Representative, through an oversight or otherwise,

has accepted materials or work which is defective or which is contrary to the Contract Documents, such material, no matter in what stage or condition of manufacture, delivery, or erection, may be rejected by the ENGINEER for the OWNER.

1.7.5.2. The CONTRACTOR shall promptly remove rejected articles or materials from the site of the work after notification of rejection.

1.7.5.3. All costs of removal and replacement of rejected articles or materials as specified herein shall be borne by the CONTRACTOR.

1.8. MOBILIZATION

1.8.1. All lump sum and unit price contracts require mobilization. On certain unit price contracts mobilization may be paid as a separate pay item. Mobilization shall include the obtaining of all permits, insurance, and bonds; moving onto the site of all plant and equipment; furnishing and erecting plants, temporary buildings, and other construction facilities; all as required for the proper performance and completion of the work. Mobilization shall include but not be limited to the following principal items:

1. Moving on to the site of all CONTRACTOR'S plant and equipment required for first month operations.
2. Installing temporary construction power, wiring, and lighting facilities.
3. Establishing fire protection system.
4. Developing construction water supply.
5. Providing field office trailers (where specified) for the CONTRACTOR and the ENGINEER, complete with all specified furnishings and utility services including telephones.
6. Providing on-site sanitary facilities and potable water facilities as specified.
7. Arranging for and erection of CONTRACTOR'S work and storage yard.
8. Submittal of all required subcontractor insurance certificates and bonds.
9. Obtaining all required permits.
10. Posting all OSHA required notices and establishment of safety programs.
11. Have the CONTRACTOR'S superintendent at the job site full time.
12. Have provided a detailed schedule acceptable to the OWNER for project use as specified.
13. Erection of project sign(s) as specified.

1.8.2. The CONTRACTOR'S attention is directed to the condition that no payment for mobilization, or any part thereof will be approved for payment under the contract until all mobilization items listed above have been completed as specified.

1.9. TEMPORARY UTILITIES

1.9.1. POWER AND LIGHTING :

- 1.9.1.1. Power: The CONTRACTOR shall provide, at its own expense, all necessary power required for its operations under the Contract, and shall provide and maintain all temporary power lines required to perform the work in a safe and satisfactory manner.
- 1.9.1.2. Construction Lighting: All work conducted at night or under conditions of deficient daylight shall be suitably lighted to insure proper work and to afford adequate facilities for inspection and safe working conditions.
- 1.9.1.3. Approval of Electrical Connections: All temporary connections for electricity shall be subject to approval of the power company representative, and shall be removed in like manner at the CONTRACTOR'S expense prior to final acceptance of the work.
- 1.9.1.4. Separation of Circuits: Circuits separate from lighting circuits shall be used for all power purposes.
- 1.9.1.5. Construction Wiring: All wiring for temporary electric light and power shall be properly installed and maintained and shall be securely fastened in place. All electrical facilities shall conform to the requirements of Subpart K of the OSHA Safety and Health Standards for Construction.

1.9.2. WATER SUPPLY:

- 1.9.2.1. General: The CONTRACTOR shall provide, at its own expense, an adequate supply of water of a quality suitable for construction purposes.
- 1.9.2.2. The CONTRACTOR shall provide and operate all pumping facilities, pipelines, valves, hydrants, storage tanks, and all other equipment necessary for the adequate development and operation of the water supply system. The CONTRACTOR shall be solely responsible for the adequate functioning of its water supply system and shall be solely liable for any claims arising from the use of same, including discharge or waste of water therefrom.
- 1.9.2.3. Potable Water: All drinking water on the site during construction shall be furnished by the CONTRACTOR and shall be bottled water or water furnished in approved dispensers. Notices shall be posted conspicuously throughout the site warning the CONTRACTOR'S personnel that piped water may be contaminated.
- 1.9.2.4. Water Connections: The CONTRACTOR shall not make connection to, or draw water from, any fire hydrant or pipeline without first obtaining permission of the authority having jurisdiction over the use of said fire hydrant or pipeline and from the agency owning the affected water system.

For each such connection made, the CONTRACTOR shall first attach to the fire hydrant or pipeline a valve and a meter, if required by the said authority, of a size and type acceptable to said authority and agency.

1.9.2.5. Removal of Water Connections: Before final acceptance of the work on the project, all temporary connections and piping installed by the CONTRACTOR shall be entirely removed, and all affected improvements shall be restored to their original condition, or better, to the satisfaction of the ENGINEER and to the agency owning the affected utility.

1.9.2.6. Fire Protection: The CONTRACTOR'S yard and all other parts of the work shall be connected with the CONTRACTOR'S water supply system and shall be adequately protected against damage by fire. Hose connection and hose, water casks, chemical equipment, or other sufficient means shall be provided for fighting fires in the temporary structures and other portions of the work, and responsible persons shall be designated and instructed in the operation of such fire apparatus so as to prevent or minimize the hazard of fire. The CONTRACTOR'S fire protection program shall conform to the requirements of Subpart F of the OSHA Standards for Construction

1.9.3. SANITATION:

1.9.3.1. Toilet Facilities: Fixed or portable chemical toilets shall be provided wherever needed for the use of employees. Toilets at construction job sites shall conform to the requirements of Subpart D, Section 1926.51 of the OSHA Standards for Construction.

1.9.3.2. Sanitary and Other Organic Wastes: The CONTRACTOR shall establish a regular collection of all sanitary and organic wastes. All wastes and refuse from sanitary facilities provided by the CONTRACTOR or organic material wastes from any other source related to the CONTRACTOR'S operations shall be disposed of away from the site in a manner satisfactory to the ENGINEER and in accordance with all laws and regulations pertaining thereto. Disposal of all such wastes shall be at the CONTRACTOR'S expense.

1.9.4. COMMUNICATIONS:

1.9.4.1. Telephone Services: The CONTRACTOR shall provide and maintain at all times during the progress of the work, at its own expense, not less than one telephone in good working order, at its own field construction office, or, if no CONTRACTOR field office is provided, near the site of the work included in the contract. Cellular phone service shall be acceptable.

1.9.5. SAFETY:

1.9.5.1. General: Appropriate first aid facilities and supplies shall be kept and maintained by the CONTRACTOR at the site of the work. In addition, all

employees of the CONTRACTOR and his subcontractors shall be provided with, and required to use, personal protective and lifesaving equipment as set forth in the OSHA Standards for Construction.

1.9.5.2. Public Safety: During the performance of the work the CONTRACTOR, in accordance with the OSHA Standards for Construction, shall erect and maintain temporary fences, bridges, railings and barriers and shall take all other necessary precautions and place proper guards for the prevention of accidents and he shall erect and maintain suitable and sufficient lights and other signals.

1.9.5.3. Safety Procedures for Construction Work Around Electrical Wires:

- a. CONTRACTOR shall be solely responsible for enforcing safety procedures to assure avoidance of contact with live electrical wires.
- b. Before commencing any construction work, CONTRACTOR shall locate all high voltage and low voltage underground and overhead feeders and caution and warning signs posted.
- c. Superintendents and all construction workers shall be made aware of the locations of all electrical wires and informed of precautions to be taken to avoid contact with them with machinery, tools and materials as well as personal contact.

1.10. PROTECTION OF EXISTING FACILITIES

1.10.1. The CONTRACTOR shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation, all in accordance with requirements specified herein, and in accordance with the requirements of the Contract Documents.

1.10.2. PROTECTION OF STREET OR ROADWAY MARKERS

1.10.2.1. The CONTRACTOR shall not destroy, remove or otherwise disturb any existing survey markers or other existing street or roadway markers without proper authorization. No pavement breaking or excavation shall be started until all survey or other permanent marker points that will be disturbed by the construction operations have been properly referenced for easy and accurate restoration. It shall be the CONTRACTOR'S responsibility to notify the proper representatives of the OWNER of the time and location that work will be done. Such notification shall be sufficiently in advance of construction so that there will be no delay due to waiting for survey points to be satisfactorily referenced for restoration. All survey markers or points disturbed, without proper authorization by the ENGINEER, will be accurately restored by the OWNER at the CONTRACTOR'S expense after all street or roadway resurfacing has been completed

1.10.3. RESTORATION OF PAVEMENT:

1.10.3.1. General: All paved areas cut or damaged during construction shall be replaced with similar materials and of equal thickness to match the existing adjacent undisturbed areas, except where specific resurfacing requirements have been called for in the Contract Documents or in the requirements of the agency issuing the permit. All temporary and permanent pavement shall conform to the requirements of the affected pavement owner. All pavements which are subject to partial removal shall be neatly saw cut in straight lines.

1.10.3.2. Temporary Resurfacing: Wherever required by the public authorities having jurisdiction, the CONTRACTOR shall place temporary surfacing promptly after backfilling and shall maintain such surfacing for the period of time fixed by said authorities before proceeding with the final restoration or improvements. Temporary resurfacing shall be constructed in accordance with the following requirements:

- a. Prior to placing the temporary resurfacing, the foundation material underlying the areas to receive surfacing shall be densified to the degree specified in the Technical Provisions.
- b. The CONTRACTOR shall stockpile enough temporary resurfacing material on the job to insure a ready supply at all times for necessary repairs to the temporary resurfacing already placed.
- c. The temporary resurfacing shall be left in place until permanent resurfacing is constructed.

1.10.3.3. Restoration of Sidewalks or Private Driveways: Wherever sidewalks or private roads have been removed for purposes of construction, the CONTRACTOR shall place suitable temporary sidewalks or roadways promptly after backfilling and shall maintain them in satisfactory condition for the period of time fixed by the authorities having jurisdiction over the affected portions before proceeding with the final restoration or, if no such period of times is so fixed, the CONTRACTOR shall maintain said temporary sidewalks or roadways until the final restoration thereof has been made.

1.10.4. TREES WITHIN STREET RIGHTS-OF-WAY AND PROJECT LIMITS:

1.10.4.1. General: The CONTRACTOR shall exercise all necessary precautions so as not to damage or destroy any trees or shrubs, including those lying within street rights-of-way and project limits, and shall not trim or remove any tree unless such trees have been approved for trimming or removal by the ENGINEER and the jurisdictional agency or Owner. All existing trees and shrubs which are damaged during construction shall be trimmed or replaced by the CONTRACTOR or a certified tree company under permit from the

jurisdictional Agency or Owner and to the satisfaction of said agency and/or the Owner. Tree trimming and replacement shall be accomplished in accordance with the following paragraphs.

1.10.4.2. Trimming: Symmetry of the tree shall be preserved; no stubs or splits or tom branches left; clean cuts shall be made close to trunk or large branch. Spikes shall not be used for climbing live trees. All cuts over 1 1/2 inches in diameter shall be coated with an asphaltic emulsion material.

1.10.4.3. Replacement: The CONTRACTOR shall immediately notify the jurisdictional agency and/or the Owner if any tree is damaged by the CONTRACTOR'S operations. If, in the opinion of said agency or the Owner, the damage is such that replacement is necessary, the CONTRACTOR shall replace the tree at its own expense. The tree shall be of a like size and variety as the tree damaged, or, if of a smaller size, the CONTRACTOR shall pay to the Owner of said tree a compensatory payment acceptable to the tree owner, subject to the approval of the ENGINEER and the jurisdictional agency or Owner.

1.10.5. NOTIFICATION BY THE CONTRACTOR:

Prior to any excavation in the vicinity of any existing underground facilities, including all water, sewer, storm drain, gas, petroleum products, or other pipelines; all buried electric power, communications, or television cables; all traffic signal and street lighting facilities; and all roadway and state highway rights-of-way the CONTRACTOR shall notify the respective authorities representing the owners or agencies responsible for such facilities not less than 3 working days nor more than 5 working days prior to excavation so that a representative of said owners or agencies can be present during such work if they so desire.

1.10.6. UTILITY INVESTIGATION :

1.10.6.1. Prior to commencing with performance of the work, the CONTRACTOR shall conduct a field investigation for the purpose of determining existing locations of all underground utilities and facilities which are shown on the drawings. The investigation shall be made by hand or machine excavation. All such excavations shall include removal of surface material and obstructions required to perform the excavations. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment of the utility. CONTRACTOR shall provide sheeting, shoring, and bracing as required to minimize the required size of the excavation and support adjacent ground, structures, roadways, and utilities. After the data is obtained at each excavation site, CONTRACTOR shall immediately backfill each excavation site. Backfill shall be compacted river sand full depth. The surface shall be returned to its original grade and full depth. The surface shall

be returned to its original grade and condition excepting that pave areas may be temporarily surfaced and maintained where excavations required for the performance of the work coincide with the location of the investigative location. The CONTRACTOR shall be responsible for all costs associated with repair of roadways, paving, structures, underground and above ground utilities and facilities damaged in conducting the investigations.

1.10.6.2. Findings of the investigation shall be reported to the ENGINEER. The ENGINEER shall furnish one set of full size drawings for the CONTRACTOR'S field use in recording the findings of the investigation and one set of full size reproducible drawings for CONTRACTOR'S office use in transcribing the field investigation information onto same for submission to the ENGINEER. CONTRACTOR shall clearly designate all found utilities and facilities discovered whether or not shown on the contract drawings. CONTRACTOR shall provide written detailed description of any underground utility or facility conflicting with the elevation or alignment of the work.

1.10.6.3. CONTRACTOR shall describe the owner, size, material, and location of existing underground utilities and facilities. Locations and elevations shall be referenced to project stationing, distance from base line, and project bench marks.

1.10.7. SUBSURFACE OBSTRUCTIONS:

1.10.7.1. In excavation, backfilling and in laying pipe, care shall be taken not to remove, disturb, or injure existing pipes, conduits or structures. If necessary, the CONTRACTOR at his own expense, shall sling, shore up, and maintain such structures in operation.

1.10.7.2. The CONTRACTOR shall obtain the permission of and give sufficient notice to the proper authorities of their intention to remove or disturb any pipe, conduit, etc., and shall abide by their regulations governing such work.

1.10.7.3. In the event that subsurface structures are broken or damaged in the prosecution of the work, the CONTRACTOR shall immediately notify the proper authorities, and at the option of said authority, either repair the damage at once, at his own expense, or pay the proper charges for repairing said damage. Repairs shall be made to the satisfaction of the authority. The CONTRACTOR shall be responsible for any damage to persons or property caused by such breaks or due to his own neglect in reporting and/or repairing such damages.

1.10.7.4. The OWNER or ENGINEER will not be liable for any claims made by the CONTRACTOR based on underground obstructions being different than that indicated on the plans. The CONTRACTOR shall uncover subsurface

obstructions in advance of construction so that the method of avoiding same may be determined before the work reaches the obstruction.

1.10.8. CONFLICTS WITH OTHER UTILITIES:

1.10.8.1. At various locations along the project, the proposed construction may closely parallel or cross existing gas lines, buried telephone and utility lines.

1.10.8.2. Where it may be necessary to permanently relocate gas mains or telephone ducts, etc. belonging to a private utility (defined here as gas lines larger than 2-1/2 inches and telephone cables within ductwork) to allow construction of the project, or where major relocation of small services requires replacement or performing connections to the existing lines, all such relocation work is the responsibility of and must be performed by the respective utility companies. The CONTRACTOR shall immediately notify the proper utility company and the ENGINEER in writing of the occurrence and location of such required relocations.

1.10.8.3. The OWNER will not be responsible for any delay or inconvenience to the CONTRACTOR resulting from the existence, removal or adjustment of any public utility. Additional costs incurred as a result thereof shall be the expense of the CONTRACTOR, and considered as included in the contract unit prices bid for the various pay items.

1.10.8.4. Permanent relocation, or realignment of storm drains, sewer lines or public utilities shown on the drawings which may interfere with the new construction shall be the responsibility of the CONTRACTOR. Where there is no specific unit price for such work provided in the Bid Form, the cost of the work shall be included in the unit price bid for the new construction.

1.10.8.5. Where storm drains, sewer lines or public utilities shown on the drawings are removed by the CONTRACTOR to facilitate new construction, and replaced in their original position, there shall be no direct payment made and all related costs shall be included in the unit price bid for the new construction involved cables or ducts or other utilities. It shall be the CONTRACTOR'S responsibility to give the appropriate utility company sufficient advance notice so that their representatives may verify the utility location on the job site when trenching operations begin. The CONTRACTOR shall coordinate and cooperate with these utilities to insure that no damages occur which would cause interruption of their services. All temporary support, or minor adjustment which does not require replacement or direct by-pass connections to these existing services will be the responsibility of the CONTRACTOR.

1.10.8.6. All costs of locating, repairing damage, not due to failure of the CONTRACTOR to exercise reasonable care, and removing or relocating

such utility facilities not indicated in the Contract Documents with reasonable accuracy, will be paid for as extra work in accordance with the provisions of Section 2.2 of the General Conditions.

1.10.9. POLE RELOCATION AND PROTECTION:

1.10.9.1. The CONTRACTOR shall take notice of any power, telephone and traffic signal support poles along the length of the project. The relocation of all poles on the plans noted as to be relocated shall be the responsibility of and must be performed by the respective utility companies. The CONTRACTOR shall immediately notify the proper utility company and the ENGINEER in writing of the occurrence and location of such required relocations.

1.10.9.2. For all poles without a notation to be relocated, it is intended that they shall be supported with mud jacks or by other means of bracing as required to maintain them in a stable condition. The temporary support and subsequent stability of these poles will be the CONTRACTOR'S responsibility.

1.10.10. EXISTING FENCE LINES:

1.10.10.1. At various locations along the length of the project, existing fences might conflict with, or impair, construction operations. CONTRACTOR shall protect these fences in place where they do not conflict with the back-swing of machinery or otherwise impede construction. The CONTRACTOR shall contact the fence owner and arrange for the temporary removal or relocation of the fence, if required. Any fence removed or temporarily relocated shall be restored to its original condition and location unless otherwise arranged with the owners of the fence. Where it is impossible to salvage the existing materials to reconstruct the fence, the fence shall be replaced "in kind".

1.10.10.2. Unless a separate pay item has been established in the contract, all costs for such temporary removal and replacement, or "in kind" replacement, shall be included in the prices bid for other payment items or in the lump sum where a lump sum bid is taken. No direct payment will be made for fence replacement unless specifically noted.

1.10.11. EXISTING PROPERTY CORNERS:

1.10.11.1. CONTRACTOR is hereby advised of existing property corners along the left and right limits of street rights-of-way.

1.10.11.2. CONTRACTOR shall exercise extreme caution while excavating or working adjacent to or across existing lines.

1.10.11.3. Any and all existing property corners which are dislodged or destroyed as a result of negligence on the part of the CONTRACTOR shall be re-set by a Registered Land Surveyor at the expense of the CONTRACTOR prior to completion of the work.

1.11. SITE ACCESS, STORAGE AND CLEAN-UP

1.11.1. The CONTRACTOR shall make its own investigation of the condition of available public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress to the site of the work. It shall be the CONTRACTOR'S responsibility to construct and maintain, at its own expense, any haul roads required for his construction operations.

1.11.2. TEMPORARY CROSSINGS :

1.11.2.1. General: Wherever necessary or required for the convenience of the public or individual residents at street or highway crossings, private driveways, or elsewhere, the CONTRACTOR shall provide suitable temporary bridges over unfilled excavations, except in such cases as the CONTRACTOR shall secure the written consent of the individuals or authorities concerned to omit such temporary bridges, which written consent shall be delivered to the ENGINEER prior to excavation. All such bridges shall be maintained in service until access is provided across the backfilled excavation. Temporary bridges for street and highway crossing shall conform to the requirements of the authority having jurisdiction in each case, and the CONTRACTOR shall adopt designs furnished by said authority for such bridges, or shall submit designs to said authority for approval, as may be required.

1.11.2.2. Street Use: Nothing herein shall be construed to entitle the CONTRACTOR to the exclusive use of any public street, alleyway, or parking area during the performance of the work hereunder, and it shall so conduct its operations as not to interfere unnecessarily with the authorized work of utility companies or other agencies in such streets, alleyways, or parking areas. No street shall be closed to the public without first obtaining proper governmental authority and informing the ENGINEER. Where excavation is being performed in primary streets or highways, one lane in each direction shall be kept open to traffic at all times unless otherwise provided or shown. Boards shall be provided to retain excavated material, if required by the agency having jurisdiction over the street or highway. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the CONTRACTOR to assure the use of sidewalks and the proper functioning of all gutters, sewer inlets and other drainage facilities.

1.11.2.3. Street Closure: If the CONTRACTOR determines that the closure of any street is required during construction, a formal application for a street closure shall be made to the authority having jurisdiction at least thirty (30) days prior to the required street closure in order to determine necessary signing and detour requirements.

1.11.3. OFF-SITE STORAGE:

1.11.3.1. The CONTRACTOR shall make its own arrangements for any necessary off- site storage or shop areas necessary for the proper execution of the work hereunder, and all costs therefor shall be borne by the CONTRACTOR.

1.11.4. ON-SITE STORAGE:

1.11.4.1. Materials shall be stored so as to insure the preservation of their quality and fitness for the work and in a manner that leaves the material accessible to inspectors. With the consent of the ENGINEER, material may be stored on the right-of-way provided such storage does not interfere with the prosecution of the work or impair vision or endanger public travel. Storage of material and equipment on private property will be allowed only by formal agreement between CONTRACTOR and property owner.

1.11.5. SURPLUS EARTH:

1.11.5.1. All surplus earth within public rights-of-way shall remain the property of the OWNER. Any surplus earth which may be left on a right-of-way after the excavation has been completely re-filled and grading has been completed must be removed and delivered to a location designated by the ENGINEER, within a ten (10) mile radius, as soon as possible at the CONTRACTOR'S expense.

1.11.5.2. All surplus earth within servitude and rights-of-ways shall remain the property of the property owner. Any surplus earth which may be left after excavation has been completely re-filled and grading has been completed must be left on private property for the property owner's use, unless otherwise designated on the drawings or on right-of-way or servitude agreement.

1.11.6. CLEANING SITE:

1.11.6.1. The CONTRACTOR shall keep the site of the work and adjacent premises as free from material, debris and rubbish as is practicable and shall remove same from any portion of the site, material, debris or rubbish that constitutes a nuisance and is objectionable.

1.11.6.2. Any area in front of or adjacent to an existing business or residence shall be restored and cleaned as near as possible to original condition as soon as possible. If CONTRACTOR does not comply with this requirement the ENGINEER may have the work done with other forces and deduct the cost from monies owed the CONTRACTOR.

1.11.6.3. Before final acceptance, the CONTRACTOR shall restore the entire area used during construction to as near original condition as possible.

1.12. BARRICADES AND TRAFFIC CONTROL

1.12.1. BARRICADES AND TRAFFIC CONTROL :

1.12.1.1. 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 the driving or walking public.

- 1.12.1.2. The CONTRACTOR shall remove temporary equipment and facilities when no longer required, and shall restore grounds to original, or to specified conditions.
- 1.12.1.3. 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 (flagging operations) as prescribed and set forth in the Louisiana Department of Transportation and Development "Standard Specifications for Roads and Bridges," 2016 or the latest edition thereof, "Manual of Uniform Traffic Control Devices". The CONTRACTOR shall be responsible for installation and maintenance of all devices and requirements for the duration of the construction period.
- 1.12.1.4. When the CONTRACTOR is actually ready to close any portion of a roadway carrying vehicles or pedestrians, the CONTRACTOR shall provide at least 72 hours notification to the ENGINEER and shall obtain final approval of such closings from the Department of Public Works at least 48 hours in advance of closure or traffic interruption.
- 1.12.1.5. 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 pre-construction traffic control scheme. Any such actions shall be performed by the CONTRACTOR, and in accordance with the requirements of the ENGINEER and the Department of Public Works, unless otherwise specified.
- 1.12.1.6. The CONTRACTOR will consult with the ENGINEER immediately on any vehicular or pedestrian safety or efficiency problem incurred as a result of construction of the project. The CONTRACTOR shall immediately install such traffic control barricades, markings, signs, signals or other devices and measures as may be required to provide for vehicle or pedestrian safety or efficiency. However, nothing in this Section or the Contract Documents including the failure of or refusal of the ENGINEER or the Parish Department of Public Works to require such devices and measures shall relieve the CONTRACTOR of his responsibility to provide a safe construction zone area at all times.

1.13. TEMPORARY ENVIRONMENTAL CONTROLS

- 1.13.1. The use of explosives on the work will not be permitted.
- 1.13.2. The CONTRACTOR shall furnish all labor, equipment and means required and shall carry out effective measures wherever and as often as necessary to prevent its operation from producing dust in amounts damaging to property, cultivated

vegetation, or domestic animals, or causing a nuisance to persons living in or occupying buildings in the vicinity. The CONTRACTOR shall be responsible for any damage resulting from any dust originating from its operations. The dust abatement measures shall be continued until the CONTRACTOR is relieved of further responsibility by the ENGINEER. No separate payment will be allowed for dust abatement measures and all costs thereof shall be included in the CONTRACTOR'S bid price.

1.13.3. During the progress of the work, the CONTRACTOR shall keep the site of the work and other areas used by it in a neat and clean condition, and free from any accumulation of rubbish. The CONTRACTOR shall dispose of all rubbish and waste materials of any nature occurring at the work site, and shall establish regular intervals of collection and disposal of such materials and waste. The CONTRACTOR shall also keep its haul roads free from dirt, rubbish, and unnecessary obstructions resulting from its operations. Equipment and material storage shall be confined to areas approved by the ENGINEER. Disposal of all rubbish and surplus materials shall be off the site of construction, at the CONTRACTOR'S expense, all in accordance with local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws, and to the particular requirements of Subpart H, Section 1926.252 of the OSHA Safety and Health Standards for Construction.

1.13.4. All chemicals used during project construction or furnished for project operation, whether defoliant, soil sterilant, herbicide, pesticide, disinfectant, polymer, reactant or of other classification, shall show approval of either the U.S. Environmental Protection Agency or the U.S. Department of Agriculture. Use of all such chemicals and disposal of residues shall be in strict accordance with the printed instructions of the manufacturer.

1.13.5. TEMPORARY DRAINAGE PROVISIONS:

1.13.5.1. CONTRACTOR shall provide for the drainage of stormwater and such water as may be applied or discharged on the site in performance of the work. Drainage facilities shall be adequate to prevent damage to the work, the site, and adjacent property.

1.13.5.2. Existing drainage channels and conduits shall be cleaned, enlarged or supplemented as necessary to carry all increased runoff attributable to CONTRACTOR'S operations. Dikes shall be constructed as necessary to divert increased runoff from entering adjacent property (except in natural channels), to protect OWNER'S facilities and the work, and to direct water to prevent downstream flooding. The CONTRACTOR must obtain permission from the OWNER before beginning any of the above mentioned work.

1.13.6. EROSION CONTROL:

1.13.6.1. CONTRACTOR shall prevent erosion of soil on the site and adjacent

property resulting from his construction activities. Effective measures shall be initiated prior to the commencement of clearing, grading, excavation, or other operation that will disturb the natural protection.

1.13.6.2. Work shall be scheduled to expose areas subject to erosion for the shortest possible time, and natural vegetation preserved to the greatest extent practicable. Temporary storage and construction buildings shall be located, and construction traffic routed, to minimize erosion. Temporary fast growing vegetation or other suitable ground cover shall be provided as necessary to control runoff.

1.13.6.3. CONTRACTOR shall prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris and other substances resulting from construction activities. No sanitary wastes will be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris or other substance will be permitted to enter sanitary sewers and reasonable measures will be taken to prevent such materials from entering any drain or watercourse

1.14. MATERIALS AND EQUIPMENT

1.14.1. The word "Products," as used herein, is defined to include purchased items for incorporation into the work, regardless of whether specifically purchased for project or taken from CONTRACTOR'S stock of previously purchased products. The word "Materials" is defined as products which must be substantially cut, shaped, worked, mixed, finished, refined, or otherwise fabricated, processed, installed, or applied to form units of work. The word "Equipment" is defined as products with operational parts, regardless of whether motorized or manually operated, and particularly including products with service connection (wiring, piping, etc.). Definitions in this paragraph are not intended to negate the meaning of other terms used in Contract Documents, including "specialties", "systems", "structure", "finishes", "accessories", "furnishings", "special construction", and similar terms, which are self-explanatory and have recognized meanings in the construction industry.

1.14.2. QUALITY ASSURANCE :

1.14.2.1. Source Limitations: To the greatest extent possible for each unit of work, the CONTRACTOR shall provide products, materials, or equipment of a singular generic kind from a single source.

1.14.2.2. Compatibility of Options: Where more than one choice is available as options for CONTRACTOR'S selection of a product or material, the CONTRACTOR shall select an option which is compatible with other products and materials already selected (which may have been from among options for those other products and materials). Total compatibility among options is not assured by limitations within Contract Documents, but must be provided by CONTRACTOR. Compatibility is a basic general requirement of product/material selections.

1.14.3. PRODUCT DELIVERY-STORAGE-HANDLING :

1.14.3.1. The CONTRACTOR shall deliver, handle, and store products in accordance with manufacturer's written recommendations and by methods and means which will prevent damage, deterioration, and loss, including theft. Delivery schedules shall be controlled to minimize long- term storage of products at site and overcrowding of construction spaces. In particular, the CONTRACTOR shall provide delivery/installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

1.14.4. TRANSPORTATION AND HANDLING:

1.14.4.1. Products shall be transported by methods to avoid product damage and shall be delivered dry in undamaged condition in manufacturer's unopened containers or packaging.

1.14.4.2. The CONTRACTOR shall provide equipment and personnel to handle products, by methods to prevent soiling and damage.

1.14.4.3. The CONTRACTOR shall provide additional protection during handling to prevent marring and otherwise damaging products, packaging, and surrounding surfaces

1.14.5. STORAGE AND PROTECTION:

1.14.5.1. Products shall be stored in accordance with manufacturer's written instructions, with seals and labels intact and legible.

1.14.5.2. Storage shall be arranged to provide access for inspection. The CONTRACTOR shall periodically inspect to assure products are undamaged and are maintained under required conditions.

1.14.5.3. Storage shall be arranged in a manner to provide access for maintenance of stored items and for inspection.

1.14.6. ENCLOSED STORAGE:

1.14.6.1. Products subject to damage by the elements shall be stored in substantial, weather-tight enclosures.

1.14.6.2. Temperature and humidity shall be maintained within ranges stated in manufacturer's written instructions.

1.14.6.3. The CONTRACTOR shall provide humidity control and ventilation for sensitive products as required by manufacturer's written instructions.

1.14.6.4. Unpacked and loose products shall be stored on shelves, in bins, or in neat groups of like items.

1.14.7. EXTERIOR STORAGE:

- 1.14.7.1. The CONTRACTOR shall provide substantial platforms, blocking, or skids to support fabricated products above ground and shall slope to provide drainage. Products shall be protected from soiling and staining.
- 1.14.7.2. Products subject to discoloration or deterioration from exposure to the elements shall be covered with impervious sheet material. Ventilation shall be provided to avoid condensation.
- 1.14.7.3. Loose granular materials shall be stored on clean, solid surfaces such as pavement, or on rigid sheet materials to prevent mixing with foreign matter.
- 1.14.7.4. Surface drainage shall be provided to prevent erosion and ponding of water
- 1.14.7.5. The CONTRACTOR shall prevent mixing of refuse or chemically injurious materials or liquids.

1.14.8. MAINTENANCE OF STORAGE:

- 1.14.8.1. Stored products shall be periodically inspected on a scheduled basis. The CONTRACTOR shall maintain a log of inspections and shall make said log available to the ENGINEER on request.
- 1.14.8.2. The CONTRACTOR shall verify that storage facilities comply with manufacturer's product storage requirements.
- 1.14.8.3. The CONTRACTOR shall verify that manufacturer-required environmental conditions are maintained continually.
- 1.14.8.4. The CONTRACTOR shall verify that surfaces of products exposed to the elements are not adversely affected and that any weathering of finishes is acceptable under requirements of Contract Documents.

1.14.9. MAINTENANCE OF EQUIPMENT IN STORAGE:

- 1.14.9.1. For mechanical and electrical equipment in long-term storage, the CONTRACTOR shall provide a copy of the manufacturer's service instructions to accompany each item, with notice on enclosed instruction shown on exterior of package.
- 1.14.9.2. Equipment shall be serviced on a regularly scheduled basis, and a log of services shall be maintained and submitted as a record document to the ENGINEER.

1.15. EQUIPMENT TESTING, OPERATOR TRAINING AND FACILITIES START-UP

- 1.15.1. Equipment testing, operator training and facilities start-up are requisite to satisfactory completion of the contract and, therefore, shall be completed within the contract time. Except where otherwise provided, all work, specified in this Section shall be performed at no additional cost to the OWNER.

1.15.2. EQUIPMENT TESTING AND OPERATOR TRAINING:

- 1.15.2.1. Upon completion of installation and prior to start-up, CONTRACTOR shall furnish in triplicate, statements from equipment suppliers to the effect that equipment supplied has been correctly installed and is ready for operation.
- 1.15.2.2. The CONTRACTOR shall be responsible for scheduling all operations testing. The CONTRACTOR is advised that the ENGINEER and the OWNER'S operating personnel will witness operations testing.
- 1.15.2.3. The equipment supplier's representative shall be required to instruct the OWNER'S operating personnel in correct operation and maintenance procedures. Such instruction shall be provided while the respective representative's equipment is fully operational. On-site instruction shall be given by qualified persons who have been made familiar in advance with the equipment and systems. The CONTRACTOR shall have previously furnished the technical manuals required under Section entitled "Contractor Submittals" of the Technical Provisions.
- 1.15.2.4. The CONTRACTOR shall notify the ENGINEER at least five (5) working days in advance of each equipment test and training session.
- 1.15.2.5. The CONTRACTOR shall furnish all personnel, power, water, chemicals, fuel, oil, grease, and all other necessary equipment, facilities, and services required for conducting the tests.
- 1.15.3. FACILITIES START-UP PERIOD:
 - 1.15.3.1. The ENGINEER will be available prior to and during the start-up period to provide technical support to the CONTRACTOR.
 - 1.15.3.2. The CONTRACTOR shall be required to start-up the facilities, and operate it for a period of 7-days (24 hours per day), at the design flow rate, or at a flow rate determined by the ENGINEER. Resident project representative will be required only for the normal work day during the start-up period.
 - 1.15.3.3. The CONTRACTOR shall provide operating personnel for the duration of the start-up period. Additionally, the CONTRACTOR shall provide all water, power, chemicals, and other consumables required for the start-up period.
 - 1.15.3.4. The start-up period shall not be commenced until all required leakage tests, equipment and facilities tests have been completed to the satisfaction of the ENGINEER.
 - 1.15.3.5. All defects in materials or workmanship which appear during this start-up period shall be immediately corrected by the CONTRACTOR. Time lost for equipment repairs, wiring corrections, control point settings, or other reasons which actually interrupt the start-up period may, at the discretion of the ENGINEER, be justifiable cause for extending the start-up period duration.
 - 1.15.3.6. During the start-up period, the CONTRACTOR shall provide the services of authorized representatives of the equipment manufacturers and suppliers, in addition to those services required under operations testing, as necessary, to

correct faulty equipment operation.

1.15.3.7. During the start-up period, the CONTRACTOR shall keep records of the operations, in accordance with the instructions of the ENGINEER.

1.16. PROJECT CLOSE-OUT

1.16.1. The CONTRACTOR shall promptly remove from the vicinity of the completed work, all rubbish, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the work by the OWNER will be withheld until the CONTRACTOR has satisfactorily complied with the foregoing requirements for final cleanup of the project site.

1.16.2. The CONTRACTOR shall establish dates for equipment testing, acceptance periods, and on-site instructional periods as required under the contract. Such dates shall be established not less than one week prior to beginning any of the foregoing items, to allow the OWNER, the ENGINEER, and their authorized representatives sufficient time to schedule attendance at such activities.

1.16.3. FINAL SUBMITTALS:

1.16.3.1. The CONTRACTOR, prior to requesting final payment, shall obtain and submit the following items to the ENGINEER for transmittal to the OWNER:

- a. Written guarantees, where required.
- b. Operating manuals and instructions.
- c. Keying schedule.
- d. Maintenance stock items; spare parts; special tools.
- e. Completed record drawings.
- f. Bonds for roofing, maintenance, etc., as required.
- g. Certificates of inspection and acceptance by local governing agencies having jurisdiction.
- h. Releases from all parties who are entitled to claims against the subject project, property, or improvement pursuant to the provisions of the law.

1.16.4. MAINTENANCE AND GUARANTEE:

1.16.4.1. The CONTRACTOR shall comply with the maintenance and guarantee requirements contained in Section I Article 13 of the General Conditions.

1.16.4.2. Replacement of earth fill or backfill, where it has settled below the required finish elevations, shall be considered as a part of such required repair work, and any repair or resurfacing constructed by the CONTRACTOR which becomes necessary by reason of such settlement shall likewise be considered as a part of such required repair work unless the CONTRACTOR shall have

obtained a statement in writing from the affected private owner or public agency releasing the OWNER from further responsibility in connection with such repair or resurfacing.

- 1.16.4.3. The CONTRACTOR shall make all repairs and replacements promptly upon receipt of written order from the OWNER. If the CONTRACTOR fails to make such Repairs or replacements promptly, the OWNER reserves the right to do the work and the CONTRACTOR and his surety shall be liable to the OWNER for the cost thereof.

END OF SECTION

SECTION 01 71 13
MOBILIZATION AND DEMOBILIZATION

SECTION 01 71 13
MOBILIZATION AND DEMOBILIZATION

PART 1 INTRODUCTION

1.1 SCOPE

- A. This Work consists of preparatory Work and operations, including those necessary for movement of personnel, equipment supplies and incidentals to the project site; the establishment of offices, buildings and other facilities necessary for Work on the project; the cost of bonds and any required insurance; and other pre-construction expenses necessary for start of the Work, excluding the cost of construction materials.
- B. This Work shall also consist of post construction Work and operations, including those necessary to undo/remove any of the above mentioned items.
- C. Reimbursement for this item shall not exceed 10% of the contract base bid including mobilization and demobilization.

PART 2 MEASUREMENT AND PAYMENT

2.1 MEASUREMENT

- A. Arbitrary Mobilization by CONTRACTOR

The OWNER will pay for mobilization and demobilization only once each. Should the CONTRACTOR elect to demobilize prior to completing the project, such demobilization and subsequent remobilization shall be at no cost to the OWNER.

- B. Ratio of Mobilization and Demobilization Effort

Sixty percent (60%) of the lump sum price will be paid to the CONTRACTOR upon completion of mobilization to the work site and the remaining forty percent (40%) will be paid to the CONTRACTOR upon completion of demobilization.

- C. Justification of Mobilization Costs

In the event that the ENGINEER considers the amount in this item, sixty percent (60%) and forty percent (40%) which represents mobilization and demobilization respectively, does not bear a reasonable relation to the cost of the Work in this contract, the ENGINEER may require the CONTRACTOR to produce cost data to justify this portion of the bid. Failure to justify such price to the satisfaction of the ENGINEER will result in payment of actual mobilization costs, as determined by the ENGINEER at the completion of mobilization, and actual demobilization costs at the completion of demobilization, and payment of the remainder of this item in the final payment under this contract. The determination of the ENGINEER is not subject to appeal.

2.2 PAYMENT

- A. Payment for the items listed below shall include all materials, equipment, labor and incidentals necessary to complete the work as shown on the drawings, and shall be paid under:

Item No.	Pay Items	Pay Units
G-01	Mobilization and Demobilization	Lump Sum

END OF SECTION 01 71 13

SECTION 01 71 23.16
CONSTRUCTION SURVEYING

SECTION 01 71 23.16
CONSTRUCTION SURVEYING

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 DESCRIPTION

- A. The scope consists of the surveying as required in this Specification or as shown on the Plans. There are existing control points in the area which is to be used for this project. These control points will be used for all horizontal and vertical control. All surveying work listed in this section shall be performed under the direct supervision of a professional land surveyor (PLS) licensed in the state of Louisiana unless otherwise stated. All Drawings shall be stamped by the surveyor and shall reference the North American Vertical Datum of 1988 (NAVD88), U.S. Survey Feet.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.1 COMPLIANCE SURVEY

- A. Compliance Surveys shall be submitted to the ENGINEER for review and approval. Compliance Survey shall consist of the corners of the embankment both on the crown and natural ground, a perimeter of the crown and natural ground, and several random shots on the crown of the embankment and the slope of the embankment, along with natural ground shots around the embankment construction area. Survey shall also consist of proposed water line. A point shall be recorded on the water line every approximately every 50' and at each change in direction.

3.2 POINT FILES

- A. Point files of all pre-construction, construction, and as-built surveys shall be submitted in electronic format (ASCII) to the ENGINEER. The point files shall contain the following information:
 - 1. Point number
 - 2. Northing (NAD83)
 - 3. Easting (NAD83)
 - 4. Elevation (NAVD88)
 - 5. Description

PART 4 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. Surveying will be measured per lump sum, which includes all labor, materials, tools, equipment, and incidentals required to complete the work. No changes in the lump sum contract price will be made for minor additions or deletions to the scope of work.

4.2 PAYMENT

- A. Payment for surveying will be made at the contract lump sum price upon completion and approval of the required survey.

Item No.	Pay Items	Pay Units
G-02	Embankment Survey	Lump Sum

END OF SECTION 01 71 23.16

SECTION 03 30 00
CAST-IN-PLACE CONCRETE

SECTION 03 30 00
CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. This information is intended to supplement Louisiana Department of Transportation and Development (DOTD) Standard Specifications for Roads and Bridges Section 805, most recent edition, which is incorporated by reference. In the event that a conflict between any provision of these specifications and any reference specification should arise, the most stringent provision shall apply.

1.2 DESCRIPTION OF WORK

- A. This item consists of furnishing all labor, equipment and materials necessary to construct the reinforced concrete slab foundation for the support of the fire training tower.

1.3 SUBMITTALS

- A. The following submittals shall be submitted by CONTRACTOR for the ENGINEER's review and approval:
 - B. Shop Drawings:
 - 1. Fabrication and Placement: The CONTRACTOR shall prepare and submit complete shop drawings to the ENGINEER for approval in accordance with specified requirements. Shop drawings shall include the details of bar supports including types, sizes, spacing and sequence.
 - 2. Joint arrangement and treatment where applicable.
 - 3. Location, size, and details of all concrete items.
- C. Product Data:
 - 1. Submit data sheets for following products where applicable:
 - a. Anchorage Devices
 - b. Grouts
 - c. Coatings
 - d. Portland Cement
 - e. Chemical Admixtures
 - f. Other products included in the finished project.
- D. Concrete Mix Design
 - 1. Submit a mix design for strength and type of concrete. Include history showing compression test results.
 - 2. Include a complete amount of cement, admixtures list of materials including type, fly ash, pozzolans, silica fume, brand, source and ground slag, special admixtures/coatings, and
 - 3. Clearly indicate where each mix design will be used when more than one mix design is submitted.
- E. Test Reports & Testing Laboratory
 - 1. Submit Concrete Compression Test Reports for each batch of concrete.

2. Submit certified test reports of reinforcement steel showing the steel showing the steel which complies with the applicable specifications shall be furnished for each steel shipment and identified with specific lots prior to placement.
3. Testing Laboratory Certifications (Refer to Section 3.8 of these specifications).

1.4 QUALITY ASSURANCE

- A. Perform work in accordance with ACI 304 and LADOTD standards. Concrete shall be sampled on accordance with ASTM C172. Perform one slump test (ASTM C143) for each concrete load at point of discharge, and prepare one set of four standard compressive strength cylinders (ASTM C31) for each 50 cubic yards or fraction thereof of concrete placed in any one day. Transport the cylinders to a testing firm acceptable to the Engineer. Employ at Contractor's expense a testing laboratory and/or properly trained and equipped technician, acceptable to the Engineer, to perform testing during construction.
- B. Obtain cement material from same source throughout.
- C. Contractor shall provide adequate notice, cooperate with, provide access to work, obtain samples and assist testing firm and their representatives in execution of their function.

1.5 PRODUCT HANDLING

- A. Use all means necessary to protect the materials of this section before, during and after installation and to protect the materials and work of all other trades.
- B. In the event of damage, immediately repair or replace damaged work as directed by the Engineer at no additional cost.

1.6 JOB CONDITIONS

- A. Weather protection, runoff and erosion controls, etc. shall be the Contractor's responsibility.
- B. The Contractor shall coordinate with the Engineer when weather conditions or temperatures approach conditions for shut down of any portion of the work in accordance with the requirements of these specifications.

PART 2 PRODUCTS

2.1 FORM MATERIALS

- A. Wood or metal form material, profiled to suit conditions, smooth faced and undamaged.
- B. Size shall be as large as practical to minimize joints.
- C. Bowed, unstable or leaky formwork will not be tolerated.
- D. Forms shall be mortar tight and sufficiently rigid to prevent distortion due to the pressure of the concrete and other loads incidental to the concrete operations, including vibration.
- E. Forms for structures shall conform to LADOTD Section 805 "Structural Concrete".

2.2 FORM COATING

- A. Form coating shall be commercial formulation that will not bond with, stain, cause deterioration or any other damage to concrete surfaces.
- B. Form release agent shall be an approved product listed in LADOTD QPL 29.

2.3 PORTLAND CEMENT CONCRETE

- A. Design mixes for a specified strength of 4,000 psi at 28 days using a minimum of 5 1/2 bags of cement (94 pounds), and a maximum of 6 gallons of water per bag of cement, unless otherwise indicated.
- B. Aggregates shall be stockpiled in a manner that protects them from contamination.
- C. Portland cement concrete mixture shall be LADOTD Class M for incidental paving, concrete walks and drives. Cast-in-place structures shall be Class A1.
- D. Use ready-mixed concrete from an approved plant. Batch, mix and transport concrete in accordance with the requirements of ASTM C 94.

2.4 CURING MATERIALS

- A. Curing materials shall conform to LADOTD 1011.01.

2.5 JOINT FILLER

- A. Joint Filler material shall conform to LADOTD 1005.01.
- B. Preformed expansion joint filler material shall comply with AASHTO M 213 and shall be punched to admit the dowels where called for on the plans.
- C. Filler for each joint shall be furnished in a single piece for the full depth and thickness required.

2.6 AGGREGATE BASE

- A. Aggregate base course shall conform to LADOTD 1003.06.3 and Section 32 15 00 of these Specifications.

2.7 VAPOR BARRIER

- A. Vapor barrier shall be installed in accordance with the Drawings.

2.8 WELDED WIRE REINFORCEMENT

- A. Welded wire reinforcement must conform to ASTM A1064/A1064M, with welded intersection spaced no greater than 6 inches apart.
- B. Concrete Cover: Concrete formed against earth and/or exposed to earth shall have 3" (plus 1/8") cover. Concrete shall have cover as indicated in the plans or in approved shop drawings for cast-in-place structures.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify subgrade or base conditions. Verify that locations, gradients and elevations of base are correct. Match adjacent surfaces where applicable.
- B. Contractor will be responsible for all required surveying and material testing, including scheduling the work.

3.2 PREPARATION

- A. Subgrade or base course, as indicated on the detail drawings, shall be moistened to minimize absorption of water from fresh concrete immediately before concrete is placed.
- B. Coat surfaces of manholes, catch basins, and other structures with an approved bond breaker to prevent bond with adjacent concrete.
- C. Engineer shall be notified a minimum of 24 hours prior to commencement of concrete operations.
- D. Ensure that equipment and power supply are adequate at all times. If, in the opinion of the Engineer, the equipment is not adequate to provide proper consolidation, the Engineer may delay or stop further placement until such time as adequate consolidation equipment is available on-site.
- E. Vapor barrier shall be installed before the placing of concrete in accordance with the manufacturer's instructions in locations as stated or shown on the drawings to provide a continuous weather barrier.

3.3 FORMING

- A. Place and secure forms to correct location, dimension, profile, and gradient. Contractor shall check forms with an appropriate leveling device prior to concrete placement to ensure that the requirement for positive drainage will be met. Errors in staking or calculation of cuts by the Engineer or Surveyor shall not relieve the Contractor of this requirement. If such errors are discovered, the Contractor shall immediately notify the Engineer so he may remedy the problem. Concrete shall not be placed until such errors and associated drainage problems are resolved.
- B. Form depth shall equal the full depth of concrete to be placed.
- C. Forms shall be smooth and true on the side placed next to the concrete and the upper edge.
- D. Forms shall be rigid enough to withstand the pressure of fresh concrete without distortion.
- E. Assemble forms to permit easy stripping and dismantling without damaging concrete.
- F. Forms shall be held rigidly in place by stakes. Clamps, spreaders and braces shall be used where required to ensure rigidity in the forms.
- G. Placement of stakes, clamps, spreaders and braces shall not interfere with the operation of the float.
- H. Benders or thin plank forms shall be used on curves, grade changes and curb returns. Back forms for curb returns may be made of ½" thick benders cleated together for the full depth of the curb.
- I. Place joint filler vertical in position, in straight lines. Secure to form work during concrete placement.
- J. Forms shall be thoroughly cleaned and coated with form oil or other approved bond breaker before concrete is placed.
- K. In no case shall forms be removed while concrete is sufficiently plastic to slump.

3.4 EXPANSION JOINTS

- A. Expansion joints shall be provided in accordance with LADOTD 706.03.

3.5 PLACING CONCRETE

- A. Place concrete in accordance with LADOTD 706.03, LADOTD 805.03, and as specified herein.
- B. Ensure reinforcement, inserts, embedded parts, and formed joints are not disturbed during concrete placement.
- C. Place concrete continuously over the full width of the panel and between predetermined construction joints. Do not break or interrupt successive pours such that cold joints occur.
- D. Compact with immersion-type vibrators.
- E. Remove forms and other surface projections where exposed to view.
- F. Screed and float exposed slabs to uniform texture and color.
- G. Broom finish exposed slabs and walks.
- H. Protect from loss of moisture for seven days or more with membrane curing compound.

3.6 FIELD QUALITY CONTROL

- A. The top of finished walks and slabs shall be true and straight, of uniform width, and free from humps, sags or other irregularities. A straight edge ten feet long laid on the top, edge or face shall not vary more than 0.01 foot from the straight edge except at grade breaks or curves.
- B. Four concrete test cylinders will be taken for every 50 cubic yards or fraction thereof (at least one test each day).
- C. One slump and air content test will be taken for each set of test cylinders.
- D. Maintain records of placed concrete items. Record date, location of pour, quantity, air temperature, and test samples taken.
- E. Contractor shall clean all discolored concrete at his expense. The Engineer may approve abrasive blast cleaning or other method, as appropriate. Concrete that cannot be satisfactorily cleaned shall be removed and replaced as required by the Engineer at the Contractor's expense.
- F. If the Engineer finds the materials furnished, work performed, or the finished product does not conform with the Contract but that reasonably acceptable work has been produced, the Engineer will determine the extent the work will be accepted and remain in place. If accepted the Engineer will (1) document the basis for acceptance by the Contract Modification Order which will provide for an appropriate reduction in the Contract price for such work or materials not otherwise provided for in Louisiana Department of Transportation Standard Specifications for Roads and Bridges latest Edition, or (2) notify the Contractor in writing that the Contract unit price will be reduced in accordance with Louisiana Department of Transportation Standard Specifications for Roads and Bridges, latest Edition, or (3) in lieu of price reduction, permit correction or replacement of the finished product provided the correction or replacement does not adversely affect the work.

3.7 CURING AND PROTECTION

- A. Protect pavement from premature drying, excessive hot or cold temperatures, and mechanical injury at all times.
- B. Curing shall begin as soon as the concrete has hardened sufficiently to prevent damage to the surface or finish.
- C. Do not permit pedestrian traffic for 3 days minimum and vehicular traffic for 7 days or until 75 percent design strength of concrete has been achieved after finishing. Contractor shall adequately barricade and otherwise protect the site as necessary to prevent such traffic.
- D. Fresh concrete shall be monitored continuously until hardened sufficiently to prevent graffiti, tracks, etc. Damaged sections shall be replaced at the Contractor's expense.
- E. Curing of structural units shall be in accordance with LADOTD 805.10.

3.8 CONCRETE TESTING

- A. All concrete shall be subjected to concrete testing by a certified laboratory by the American Concrete Institute (ACI) and in accordance with Section 901 of the Louisiana Department of Transportation and Development (LADOTD) Standard Specifications for Roads and Bridges, 2016 Edition (Purple Book) or as modified herein. The CONTRACTOR shall be responsible for scheduling and carrying out all testing as indicated in these specifications. Concrete testing shall be done at no direct pay.
- B. The testing laboratory shall perform all of the tests listed below for every 50 cubic yards within one same batch of concrete using the same mixture and poured the same day. If the CONTRACTOR is using two different mixtures within the same day, the testing laboratory shall perform all tests listed below on each mixture. If the same mixture is used on different days, the testing laboratory shall perform a new set of tests as listed below for every day that the mixture is used. The qualified testing laboratory shall perform the following tests:
 - 1. Slump in accordance with ASTM C143/C143M.
 - 2. Air content in accordance with ASTM C231/C231M or ASTM C173/C173M.
 - 3. Unit weight in accordance with ASTM C138/C138M.
 - 4. Temperature in accordance with ASTM C1064/C1064M.
- C. Cast specimens, test, and report hardened concrete property tests of each trial batch as follows:
 - 1. Compressive strength at 3, 7, and 28 (2 cylinders) days in accordance with ASTM C39/C39M. Use of unbonded caps in accordance with ASTM C1231/C1231M is permitted.

PART 4 – MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. Structural Concrete will be measured for payment based on the basis of cubic yard installed and adjustments thereto. There will be no adjustments in plan quantities unless the engineer makes changes to adjust to field conditions, plan errors, or if design changes are necessary.
- B. Aggregate Base Coarse (River Sand) will be measured for payment based on the basis of square yard installed and adjustments thereto. There will be no adjustments in plan quantities unless the engineer makes changes to adjust to field conditions, plan errors, or if design changes are necessary.

4.2 PAYMENT

- A. Payment for Structural Concrete will be made at the applicable contract unit price under the Item for Structural Concrete, per cubic yard. Payment per unit price shall include all furnishing and placing of all materials including, but not limited to, tie bars, dowel bars, and joint material.
- B. Payment for Aggregate Base Coarse (Limestone) will be made at the applicable contract unit price under the Item for Aggregate Base Coarse (Limestone), per square yard. Payment per unit price shall include all furnishing and placing of all materials.

Item No.	Pay Items	Pay Units
TTF-03	Aggregate Base Coarse (Limestone, 4" Thick)	Square Yard
TTF-04	4,000 PSI Portland Cement Concrete Pavement (Building Slab; Includes Reinforcement Bars)	Cubic Yard
TTF-05	6" Thick, 4,000 PSI Portland Cement Concrete Pavement (Slab Surrounding Building; Includes Wire Mesh)	Cubic Yard

END OF SECTION 03 30 00

SECTION 13 00 00
SPECIAL CONSTRUCTION

SECTION 13 00 00
SPECIAL CONSTRUCTION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This This Section includes the following:
1. Fire Training Structure/Tower.
 2. Design Requirements.

1.3 RELATED SECTIONS

- A. The following Sections contain requirements that relate to this section:

1.4 REFERENCES

1.4.1 American Iron and Steel Institute (AISI):

“Specification for the Design of Cold-Formed Steel Structural Members.”

1.4.2 American Institute of Steel Construction (AISC):

“Steel Construction Manual”, Allowable Stress or Load and Resistance Factor Design.

1.4.3 American Society of Civil Engineers (ASCE):

ASCE 7-16 “Minimum Design Loads”

1.4.4 American Society for Testing and Materials (ASTM) Publications:

ASTM A36 “Standard Specification for Carbon Structural Steel”

ASTM A123 “Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products”

ASTM A653 “Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process”

ASTM A924 “Standard Specification for General Requirements for Steel Sheet, Metallic-Coated by the Hot-Dip Process”

ASTM A992 “Standard Specification for Structural Steel Shapes”

1.4.5 National Fire Protection Association (NFPA):

NFPA 1402 – “Standard On Facilities For Fire Training And Associated Props”

NFPA 1403 – “Standard On Live Fire Training Evolutions”

1.4.6 International Code Council (ICC):

International Building Code

1.4.67 Occupational Safety and Health Standards (OSHA) for Structures and/or Fire Escapes that Do Not Require Public Occupancy and are Private Use Only:

29 CFR 1910.25 – “Stairways”

29 CFR 1910.29 – “Fall Protection Systems and Falling Object Protection”

PART 2 DESCRIPTION

FIRE TRAINING SIMULATOR

2.1 PURPOSE

- A. This structure will be used to provide training for fire fighters and leaders in controlled environments, which replicate actual conditions.

2.2 GENERAL

- A. The fire training structure/tower shall utilize a structural steel frame system and curtain wall design. Structural framing systems are considered the norm for high-rise and commercial structures. The curtain wall/exterior wall panel design produces an ideal buffer or protection between the main structural frame of our building and any exterior elements, so that if an exterior wall panel is damaged (i.e., fire truck hits the side of the tower) no structural damage is likely to occur. This wall panel system also creates a flat surface ideal for ladder or rappelling anywhere on the tower to simulate actual street conditions.

2.3 STRUCTURAL INTEGRITY

- A. The wind loads, deck and the roof loads stated herein represent the standard criteria. Increased loadings, as may be dictated by local jurisdictions, will be accommodated. The primary structural system shall utilize hot-rolled structural steel column and beam frames sized to meet and exceed the loads as indicated. This training simulator shall be considered a nonbuilding structure for both code compliance and load interpretation. The primary and secondary structural system shall also meet and exceed the loads as indicated while maintaining a maximum deflection of L/240.

2.4 CODE COMPLIANCE

- A. The fire training structure/tower's primary structural and seismic design shall be in accordance with the building code having jurisdiction in the area of the project. Due to the unique nature of the intended use of these fire training structures/towers; the structure and fire escape stair design (rise/run), handrail extensions, guard openings, riser openings, means of egress, fire wall requirements as well as other construction issues, are not expected to satisfy the criteria of buildings intended to accommodate public occupancy. This may require a building code variance in some locations; however, this simulator shall meet applicable building codes and NFPA 1402 standards. It is the responsibility of the owner to obtain such variance if required. The pre-engineered metal building shall be rated for 143 MPH winds (Risk Category I) as per ASCE 7-16.

2.5 MATERIALS

- A. All materials shall be new and shall conform to applicable ASTM specifications. All structural or non-structural materials used, 10 gauge or less in thickness, whether exposed or not to the elements shall be **hot-dipped galvanized. When any mention of galvanized is noted within these specifications, it shall be implied to mean hot-dipped galvanized.** Any exposed material which is not galvanized, shall be given one coat of shop paint.

2.6 FASTENERS

- A. All fasteners utilized with galvanized steel panels not exposed to the elements shall be electro-galvanized. All exterior fasteners shall be furnished with a contained EPDM washer under the head for sealing. Structural columns and beams shall be field bolted with (A325) 5/8" diameter electro-galvanized bolts or larger. Anchor bolts shall be furnished by the concrete contractor, unpainted and of the size specified on the anchor bolt plan.

2.7 WEATHER SEALING

- A. All joints in weather tight areas are to be sealed with tape caulk or foam closures as specified on the building plan. Because of the intended use water tightness of simulators is not required or assured.

2.8 ROOF SYSTEMS

- A. Roofs shall be decked with 30" or 36" wide, 18 ga. unpainted galvanized 18 gage steel deck per **ASTM A-653, class G60** with recessed fasteners and shall meet the stated design load. Panels must have 6" on center cell spacing with an actual 4 1/4" flats with an actual 1 3/4" wide recesses and a maximum of 1 1/2" deep recesses. Panels must be roll formed.

2.9 EXTERIOR WALL SYSTEM

- A. Wall panel/curtain wall system shall provide for a concentrated rappelling/ladder load of 890 pounds while the primary structural framing supporting this wall system shall provide for a concentrated point load of 2300 pounds. **Rake trims, parapet rake trims, and window opening sill trim corners shall be beveled to prevent rope chafing, personal injury, or equipment damage.**

2.10 WALL PANELS

- A. The exterior wall panels shall be essentially flat to allow for safe laddering and rappelling anywhere on the simulator without the requirement of additional exterior surface plates to form a flat surface. The exterior wall panels shall be of 18 ga. hot-dipped galvanized steel per ASTM A-924, class G-90. Panels shall have nominal 4 3/4" flats with a maximum 1 1/8" wide recesses and shall be set in the horizontal plane. Since panels are set in the horizontal plane, sealants are not required to make this structure weather tight (sealants in extreme temperature environments will breakdown prematurely). Panels must be brake formed to provide a maximum 1/8" inside radius. All end joints of all panels must be backed by a splice panel, which extends a minimum of 12" either side of the joint (24" total). Exterior walls panels shall be painted from the customer's choice of the manufacturer's available colors.
- B. The interior wall panels shall be corrugated for added strength and durability. The interior wall panels consist of hot-dipped galvanized steel per ASTM A-924. The interior wall panels shall have a 3/4" deep maximum corrugation at 3 1/2" on center and shall be set in the vertical plane. Interior wall panels shall be painted white.
- C. Painted wall panels (interior and exterior) shall be manufactured from coil coated steel meeting ASTM A-924, hot-dipped galvanized, and painted with a **paint system on both sides** of the panel. The base coat shall be a 0.2 to 0.25 mil coat of a polyurethane primer. The topcoat shall be a 0.7 to 0.8 mil coat of silicon protected polyester on the face side. The paint, on both sides of the panel, is to be baked on. The finished surfaces are to have a light wax coating applied after painting.

2.11 SECONDARY WALL FRAMING

- A. Wall framing shall be of conventional steel stud construction. Studs are to run vertically to represent common stud construction and be spaced at no more than 24 inches on center. Stud size and gage shall be determined by the design engineer, and shall accommodate all design criteria stated in other sections of this specification. All rough openings shall be framed in the conventional manner and provide fastening surfaces for all interior and exterior finishes and trims as provided with the building system.

2.12 SECONDARY ROOF FRAMING

- A. Roof framing shall be of conventional steel joist construction. Joists are to be spaced at no more than 24 inches on center and shall have a maximum span length of 14 ft. All rough openings shall be

framed in the conventional manner and provide fastening surfaces for all floor and roof decks as provided with the building system.

2.13 WINDOW AND DOOR LOCATIONS

- A. Window and door locations indicated on the drawings are suggested only. All such openings are to be field cut and with the exception of the stair wall, may be located according to preference.

2.14 WINDOW SHUTTERS

- A. All window openings shall be provided with a swinging shutter of the proper size for the opening. Framed opening studs/jambs shall be 16 ga. galvanized steel. Shutters for all areas shall be made with double skins of 18 ga. galvanized steel per ASTM A-924. Shutters will be provided as a 1-3/8" thick factory welded hollow metal assembly with a minimum of 3 vertical interior hat channel stiffeners and a 14 ga. hinge reinforcement. The hinges shall be ball-bearing swaged mortise mount, 4" x 4" x 5/32" thick stainless steel, commercial grade, and provided with the appropriate quantities per shutter (see paragraph below). A hollow metal welded assembly shall be used to prevent premature temperature warping that occurs on single panel/sheet shutters. Galvanized shutters are required to prevent premature rusting. All shutters shall be provided with a galvanized hold open and an operating lever latch with handles on both the inside and outside of the shutter. This latch shall have a padlocking handle and its case shall be 1/8" thick zinc plated steel with a black powder coated finish.
- B. Shutters for all areas except the burn room shall have two heavy-duty hinges. Shutters for the burn room areas shall have three heavy-duty hinges. In addition, burn room shutters shall be protected with a 1" thick Westemp insulation panel mounted on the inside of the burn room.

2.15 DOORS

- A. Doors for all areas except for burn areas shall be double skins of 18 ga. galvanized steel (total thickness), per ASTM A-924, and shall be an insulated hollow metal swing doors with 3 stainless steel ball-bearing hinges and full weather stripping. Framed opening studs/jambs shall be 16 ga. galvanized steel. This 1 3/4" thick door shall have a baked-on enamel finish and will include a lockset. Locksets shall meet ANSI A156.2 Series 4000 Grade 2 certifications and shall be keyed alike. Doors on 1st floor mounted at top of curb shall include a door sweep to allow for hose advancement even when door is closed to exterior of tower.
- B. Doors for the burn areas shall be made with double skins of 18 ga. galvanized steel per ASTM A-924 with four heavy-duty hinges. The hinges shall be ball-bearing swaged mortise mount, 4" x 4" x 5/32" thick stainless steel, commercial grade. Doors will be provided as a 1-3/8" thick factory welded hollow metal assembly with a minimum of 3 vertical interior hat channel stiffeners and a 14 ga. hinge reinforcement. A hollow metal welded assembly shall be used to prevent premature temperature warping that occurs on single sheet doors. Galvanized doors are required to prevent premature rusting. Framed opening studs/jambs shall be 16 ga. galvanized steel. Doors shall be provided with a galvanized hold open, a 6 1/2" door pull, an adjustable spring closure, and an operating lever latch. This operating lever latch shall have handles on both the inside and outside of the door, a padlocking handle, and its case shall be 1/8" thick zinc plated steel with a black powder coated finish. A door sweep is to be provided to allow hose advancement even when door is closed to exterior of burn room. In addition, burn room doors shall be protected with 1" thick Westemp insulation panels mounted on the inside of the burn room.

2.16 PARAPET WALLS

- A. Parapet walls, if utilized, shall be designed to resist a load of 50 lb/ft and a concentrated point load of 200 lbs in any direction at the top. This wall shall incorporate a minimum of 12 ga. galvanized studs at one foot on center with 18 gage wall panels installed on both sides. The parapet shall incorporate an integral draining system that provides for uniform drainage without the need for a concrete roof covering.

2.17 SECONDARY FLOOR SYSTEM

- A. Interior decks shall be of six inch wide, unpainted 18 ga. **slip resistant galvanized steel** per **ASTM A-924, A-60** with recessed fasteners and shall meet the stated design load. Panels must have nominal 5" flats with a maximum 1" wide by 1" deep recesses (maximum 1" recess is required to prevent potential injuries). Panels must be brake formed at 90 degrees and provide inside radiuses no greater than 1/8". All floor and roof decks shall be framed with light gage steel "C" joists spaced at no more than 24 inches on center and shall have a maximum span length of 14 ft. Joists size and gage shall be determined by the design engineer, and shall accommodate all design criteria stated in other sections of this specification. Concrete floor covering is not required in non-burn room areas due to the safe (no large recesses to twist ankles or injure knees) and user-friendly floor panels specified. Toe kicks shall be installed around the entire perimeter of each floor to prevent potential injuries due to exposed openings to floor below. Concrete floor covering can be specified for the entire floor system while still maintaining stated design live loads. All burn room areas shall have concrete floor covering as specified below. Concrete floor covering is by others.
- B. If concrete floor covering is specified, the concrete shall be a minimum of 1 1/2" thick and shall be fiber reinforced. The concrete shall be pitched toward exterior walls and doors. Even with concrete covering, the steel floor panels, located below, shall alone be designed to carry all of the required loads and shall still be a minimum of 18 ga. thick galv. steel. Concrete is prone to damage in high temperature burn areas and in unheated structures due to freeze/thaw conditions, therefore concrete cannot be used to increase the design strength of the steel floor panels/decks in fire training structures.

2.18 STAIRS AND ACCESSORIES

- A. Stair widths shall be a minimum of 3'-8" wide. Stair rails shall include 36" high handrails and 42" high guardrails on both sides of the stairs. Handrail extensions are not to be utilized to prevent unnecessary hazards when training. Stringers shall be plate, treads and platforms are bar grate, and risers to be open. Bar grate treads (19W4 x 1" deep) are to be factory attached to the stringers and shall include a diamond plate nosing. Stairs shall be designed to resist a loading of 100 psf and a minimum concentrated tread load of 1000 lbs.
- B. Handrails and guardrails shall consist of schedule 40 - 1 1/4" i.d. (1.66" o.d.) round pipe and the openings between guardrails shall not exceed 12" (minimum of three horizontal rails required). Handrails and guardrails shall be designed to resist a linear load of 30 plf and a concentrated point load of 200 lbs. Guardrails on stairs shall be an all factory welded assembly. Guardrails at openings shall have a factory welded post assembly to allow for the attachment of horizontal rails and shall be a minimum of 42" high.
- C. Stairs, stringers, handrails, guardrails, bar grating, ladders, and platform frames shall be hot-dipped galvanized per ASTM A-123. All welds, holes, cutting, and bending must be made prior to hot-dip galvanizing.

2.19 WH-3S/LIEUTENANT FEATURES

A. Tower Section

1. 18'-0" x 16'-0" x 27'-0"
2. Flat roof
3. Wind Load 143 MPH, Exposure C, Risk Category I
4. Roof live load 100 PSF
5. Floor live load 100 PSF
6. Interior stairs to the 3rd floor level
7. Interior fixed ladder, 3rd floor to roof
8. 3' x 4' window openings w/ steel shutters (see drawings for Qty.)
9. 3' x 7' exterior steel door (see drawings for Qty.)
10. 4' x 4' roof chop-out curb, 12 ga. galvanized (see drawings for Qty.)
11. 2'-6" x 3' Bilco roof hatch (see drawings for Qty.)
12. Parapet roof guard with exclusive roof drainage to the exterior of the building with a chain opening

B. Burn Room (Annex)

1. 14'-0" x 16'-0" x 9'-10" High
2. ½" in 12" single pitch roof
3. Wind Load 143 MPH, Exposure C, Risk Category I
4. Roof live load 100 PSF
5. 3' x 4' window openings with steel shutters (see drawings for Qty.)
6. 3' x 7' exterior metal door (see drawings for Qty.)
7. 3' x 7' interior metal doors (see drawings for Qty.)
8. Westec insulation system & temperature monitoring system.

2.20 ADDITIONAL FEATURES TO BE INCLUDED

A. Ships Ladder

1. Provide a ship ladder that extends from the third floor to the roof deck. The ships ladder shall be constructed from heavy gage steel stringers and welded steel bar grate treads and open risers. The ladder shall have hand rails on both sides and shall be provided hot-dipped galvanized.

B. Roof Hatch 2'-6" x 4'-6"

1. Provide (1) Bilco 2'-6" x 4'-6" roof hatch in the tower roof. The hatch shall be equipped with compression spring operators, positive latching mechanism, automatic hold open arm, and shall be galvanized steel with prime paint covering.

2.21 STAINLESS STEEL BURN ROOM INSULATING SYSTEM

- A. Two-inch thick insulating blankets with a protective skin of stainless steel face panels are to be provided for the interior walls and ceiling for the burn areas (precut to length - field cut at door and window openings). The doors and window shutters shall be protected with a minimum of one-inch thick burn room insulating panels (precut to fit).
- B. The insulating blankets shall be rated for 2300 degrees F. and shall be unaffected by the application of water. The insulation blankets shall not crack or break, shall be free from asbestos, and shall not produce toxic byproducts in the course of the intended use. The two-inch thick insulation blankets shall have a maximum K value of 0.74 at 1200 degrees F and 0.48 at 800 degrees F (please note – smaller K values denote better insulating values of the system).
- C. The face panels shall have a ¾" maximum corrugation at 3 ½" on center to allow for lateral expansion when exposed to high temperatures. The base material, of the face panels, shall consist of type 304

stainless steel for corrosion protection and thermal performance at high temperatures. These panels shall attach to thermally protected channels with stainless steel screws. Stainless steel trims (type 304) shall protect all wall and door/shutter opening corners. All face screws exposed to fire shall be stainless steel and these screws shall not protrude through the backside of the insulating blanket (through screws are not permitted for maximum thermal protection).

- D. The stainless steel face panels shall not be restrained from expanding at high temperatures, but rather the integral system shall be designed to accommodate the panel movements without creating any buckling or warping of the panels. All panels and trims shall be screw attached to allow for easy maintenance or inspection without disrupting the systems ability to move; welded panels are not allowed. Trims are to be designed to accommodate thermal expansion either through the use of slip connections or planned deformations.
- E. Doors and window shutter insulation panels shall be pretreated water resistant, free from asbestos and shall not produce toxic byproducts in the course of the intended use. Insulation panels shall withstand a constant temperature of 1200 degrees F. and shall be unaffected by the application of water.
- F. Temporary Summary
 - 1. Maximum safe training temperature for life safety is 1200 degrees F (continuous)
 - 2. Maximum service temperature for the insulation panels (doors and window shutters) is 1200 degrees F (continuous)
 - 3. Maximum service temperature of the wall and ceiling insulating system is 1850 degrees F (continuous)
 - 4. Maximum insulating blanket service temperature is 2300 degrees F (continuous)

2.22 INTEGRATED TEMPERATURE MONITORING SYSTEM

- A. Three temperature sensing devices/thermocouples are to be provided for the interior of each burn room. The thermocouples shall be isolated and consist of fiberglass insulated wiring with sealed stainless steel probes. The fiberglass insulated wires shall be further protected by a stainless steel overbraid for increased durability and protection. Ceiling thermocouples shall protrude into the area perpendicular to the ceiling while all stainless steel encased wall thermocouples shall only run parallel to the walls for safety concerns.
- B. Temperature monitoring shall be sustained with a multiple input, LCD display pyrometer. The pyrometer shall be connected to thermocouples, which are located within the burn areas for temperature reading, and mounted in a lockable NEMA 3R weatherproof box. This pyrometer shall display all attached thermocouple temperatures simultaneously, continually display the maximum peak temperature, have touch sensitive buttons, include a backlight, and have an onscreen programming menu. The pyrometer shall have an internal audio alarm and the ability to connect external devices (i.e., external audio/ visual alarms or texting alarms). Temperature limits shall be user programmable to enable alarms. The pyrometer shall also be capable of data logging which shall include: 90 hour training memory with time and date stamp, onscreen viewing of data, download capabilities of data via infrared interfacing to handheld module. This handheld data acquisition module's data can then be brought to an offsite Windows based computer for download via the SD/SDHC data storage card provided. A visual basic program shall be provided that allows for the user's custom input and also automatically converts the temperature data to both an electronic datasheet and a graph via the user's own Microsoft Excel software.
- C. The pyrometer shall also include Bluetooth connectivity direct to a customer provided Android phone or iPhone device (Bluetooth range is approximately 270 feet without obstructions). Via a supplied app, the device shall display the pyrometer's real time temperatures for up to 9 thermocouples, maximum temperature reached, battery life, current time, if logging is enabled, visual and audio alarms, and if the memory is full. The display will also notify the user, if you are disconnected from the pyrometer. This unique application allows the training and safety officers to be away from the area where the pyrometer

is installed, while still being able to monitor the temperatures within the burn rooms, and ensure that the operation of the burn room is conducted within a safe and controlled environment.

2.23 PAINT COLORS

- A. Exterior Wall Paint Color shall be shop-coated and colored “Slate Gray” unless otherwise noted. Exterior Trim Paint Color shall be shop-coated and colored “Cedar Red” unless otherwise noted. Payment for metal shop coats shall be included in the bid item for the Train Tower Building.

2.24 DESIGN, DRAWINGS & DATA

- A. The supplier shall be responsible for providing the design exclusive of the foundation. Shall submit, as requested, structural calculations for review. Will, within 15 working days after the receipt of order, submit 2 sets of drawings detailing anchor bolt loadings and locations as well as general plans and elevations. Will submit 2 sets of assembly (steel erection) drawings and 2 sets of assembly manuals concurrent with the shipment of materials. Building parts shall each be identified by individual part numbers clearly written on or attached to the part. Part numbers shall coincide with the drawings.

2.25 DELIVERY, INSPECTION & STORAGE

- A. All components and accessories shall arrive via flatbed trailer. Materials for the burn room may arrive separately via common carrier. Inventory of delivered materials must be taken during delivery or shortly thereafter. Damage to, or shortages noted during delivery must be noted on the freight bill and reported at once to the manufacturer. All claims for damages or shortages must be reported within 48 hours of delivery. Security and materials protection in storage is the responsibility of the receiving party. Materials packaged in small cartons must be stored in a secured area to prevent theft and/or damage by the elements. Materials stored outside must be stacked on pallets and covered with suitable waterproof coverings (not plastic).

2.26 WARRANTY

- A. General Warranty
 - 1. The tower supplier shall certify that the training tower and its components have been designed to meet the contract specifications. The tower supplier shall warrant the materials and components to be free of fabricating defects for a period of **one year** from the date of shipment. This warranty is limited to the replacement of defective parts, or at the tower supplier’s option, authorization may be given to the PURCHASER to charge back to the supplier an agreed upon amount for extra fieldwork. The supplier will not ship replacement parts nor authorize extra work to any party other than the ORIGINAL PURCHASER. Any pre-engineered structure will require the erector to furnish a certain amount of field fabrication and / or modifications as stated in the manufacturer’s handbook. Sections of work requiring field cutting or drilling are indicated on the drawings or in the assembly manual. Other field modifications may be necessitated by site conditions beyond the manufacturer’s control. The foregoing are not subject to warranty.
- B. Burn Room Insulation Warranty
 - 1. The burn room wall and ceiling insulation system shall be covered by a **15 year** limited warranty that provides coverage against a break in the thermal barrier caused by cracking, breaking, and spalling. This warranty is to apply to products under normal use and recommended service temperatures - but shall also include damage that has been caused by thermal expansion, thermal contraction, impact load, and thermal shock. This warranty is to be limited to component replacement or repair of defective components at the manufacturer’s option. The replacement cost of the materials shall not be prorated over the warranty period itself (i.e., the supplier shall bear 100% of the material replacement cost for the duration of the warranty).

C. Paint Warranty

1. The paint system shall provide a 30/25 year limited warranty on paint finish, which includes chalking and breakdown of film integrity.

D. Structure Warranty

1. A 5-year limited warranty shall be provided on the structure itself.

2.27 SUBMITTALS

A. GENERAL: Submit the following in accordance with the Conditions of the Contract and Division 1 Specification Sections:

1. PRODUCT DATA, floor plans, elevations, catalog, general specifications, locations of similar projects completed.
2. SAMPLES of the manufacturer's standard color charts covering both the siding colors and the door and window trim colors shall be furnished to the owner.

B. Quality Assurance

1. MANUFACTURER QUALIFICATIONS: The manufacturer shall have a minimum of 10 years successful experience in designing and manufacturing Fire Training Towers of similar size and scope as project requires.
2. ENGINEERING PROFESSIONAL QUALIFICATIONS: The engineering professional who designs the structure for the project must be registered in the State of the fire training tower's location and have successfully designed a minimum of 10 fire training towers. Upon request, the engineering professional shall submit an Engineering Qualifications Form stating his licensing number in the state of licensure, as well as listing a minimum of 10 fire training towers that he has designed and stamped.
3. ERECTOR QUALIFICATIONS: The erector shall provide evidence of successfully completing two Fire/Tactical Training Towers of similar size and scope or shall provide evidence of a fire/tactical tower erection consultation provided with Fire Facilities Inc., as project requires.

2.28 SUPPLIERS/SYSTEMS

- A. Acceptable Suppliers/Systems: Fire Facilities, Inc.[®], 314 Wilburn Road, Sun Prairie, WI, 53590, Phone: 800/929-3726 or 608/327-4100, Fax: 866/639-7012 or 608/834-1843, E-mail: info@firefacilities.com, Website: www.firefacilities.com
- B. Alternate Suppliers/Systems: Any systems/materials not explicitly meeting the specifications stated herein, shall be pre-approved in advanced by Addendum. For all systems/materials in question, the supplier/contractor shall provide samples, written specifications, burn room insulation thermal performance values, warranties, full set of drawings, and MSDS. An itemized list must be provided that specifically references each item that deviates from this specification. In any case, all performance and warranty criteria stated herein must be met without exception.

PART 3 EXECUTION

3.1 GENERAL

- A. Comply with the manufacturers recommendations for preparation and storage of the tower components.

3.2 EXAMINATION

- A. Verify that concrete work has cured a minimum of 14 days. Verify that anchor bolts are at the proper spacing and protrude the proper amount above the concrete. Report any variances to the owner's representative prior to proceeding with erection.

3.3 ERECTION

- A. Follow the details supplied by the manufacturer. Report any discrepancies to the manufacturer prior to proceeding.

3.4 FIELD QUALITY CONTROL

- A. Defective work
 - 1. Materials, components and assemblies not complying with the manufacturer's installation recommendations shall be repaired or replaced, at the option of the manufacturer.
- B. Inspection
 - 1. Verify that all bolted connections are tight, self-drilling screws with integral washers are seated snugly without washer distortion and rivets have not pulled through the attached materials. Replace improperly set or damaged fasteners.
 - 2. Inspect all panels, trims and accessories for proper installation and fit. Replace any item which is damaged, warped or distorted. Insure that all field mitered corners fit tightly and smoothly.
- C. Adjusting
 - 1. Adjust all shutters, swing doors and hatches so that they swing smoothly without binding and so that the appropriate hardware latches without forcing or slamming. Insure that all closures are adjusted so that they close smoothly.
 - 2. Check all electrical and mechanical devices to make sure that they are working properly. Temperature monitoring systems must be checked to see that each thermal-couple works accurately. Fans must be tested and demonstrated as working at all speeds.
- D. Clean-up
 - 1. At the end of each day check the site and pick all debris and garbage. Insure that all materials are secured in a neat and orderly fashion.
 - 2. Thoroughly clean the tower inside and out at the completion of the erection process to remove all debris, garbage, packing materials, metal shavings and dirt.

PART 4 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. The contract unit price for all Electrical System and Lighting shall include furnishing all labor, material, tools, equipment and any incidental items required to complete the work required by the plans and as specified.

4.2 PAYMENT

- A. Payment for the items listed below shall include all material, equipment, labor, and incidentals necessary to complete the work as shown on the drawings, and shall be paid under:

Item No.	Pay Items	Pay Units
TTB-01	Training Tower (Includes all Labor, Equipment, and Materials Required for Erection)	Each

END OF SECTION 13 00 00

SECTION 21 11 16
FACILITY FIRE HYDRANT

SECTION 21 11 16
FACILITY FIRE HYDRANTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 DESCRIPTION OF WORK

- A. This work consists of the installation of a fire hydrant that ties-into the proposed water line.

1.3 SUBMITTALS

- A. Product Data: For fire hydrant include details of construction relative to materials, fabrication, and installation. Include details of anchors, hardware, and fastenings.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturer: Mueller Water Products, or approved equal in advance by addendum.

2.2 FIRE HYDRANT

- A. Fire Hydrant:
 - a. Super Centurion 350 Fire Hydrant A-423 or approved equal in advance by addendum.
- B. Fire Hydrant shall be red in color.
- C. Fire Hydrant shall include a 10-year limited warranty on material and workmanship.

PART 3 EXECUTION

3.1 GENERAL

- A. Comply with manufacturer's written installation instructions.

3.2 INSPECTION

- A. Operate the valves on the fire hydrant from closed to fully open, then close again before installing. Check for broken, cracked, or missing parts; malfunctioning stems; and faulty operation. Locate panelboards so that the present and future conduits can be conveniently connected.

3.3 INSTALLATION

- A. Piping from the main to the hydrant shall be placed level or on a continuous upward grade to avoid pocketing air.
- B. Clean threaded joints by wire brushing or swabbing. Apply Teflon joint compound or Teflon tape to pipe threads before installing screwed hydrants. Joints shall be watertight.

3.4 PAINTING AND COATING

- A. Paint aboveground surfaces of the break-off riser, hydrant, guard posts, and top side of valve box cover. Color of finish coat shall be red.

3.5 PRESSURE TESTING

- A. Test fire hydrant assemblies at the same time that the connecting pipelines are pressure tested. See Specification Section 33 05 05.31 for pressure testing requirements.
- B. During testing, no indigitation of leakage is permitted through castings, joints, the main valve, or stem packing.
- C. If leaks are present, repair all leaks in the fire hydrant assemblies and joints of the interconnecting piping and retest.

PART 4 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. The contract unit price for the Fire Hydrant shall include furnishing all labor, material, tools, equipment and any incidental items required to complete the work required by the plans and as specified.

4.2 PAYMENT

- A. Payment for the items listed below shall include all material, equipment, labor, and incidentals necessary to complete the work as shown on the drawings, and shall be paid under:

Item No.	Pay Items	Pay Units
WLH-02	Fire Hydrant (Includes all Materials Needed for Proper Installation)	Each

END OF SECTION 21 11 16

SECTION 26 00 00
ELECTRICAL SYSTEM

**SECTION 26 00 00
ELECTRICAL SYSTEM**

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 DESCRIPTION OF WORK

- A. This work consists of the furnishing and installation of all electrical work in these specifications and conforming to the lines shown on the plans or established by the engineer.
- B. This section includes a complete electrical system in perfect working condition as indicated on drawings and herein described. The work generally consists of furnishing and installing service entrance equipment, circuit breaker panels, branch circuits distributed as indicated, and the furnishing and installing of all outlets, fixtures and bulbs as hereinafter specified.
- C. Contractor shall arrange for local power company to provide underground service. Contractor shall provide all necessary equipment. Contractor shall pay all connection fees and deposits required. Meter height shall be in accordance with Entergy requirements. Check for proper clearance at bottom of panel.

1.3 CODES

- A. This work consists of the furnishing and installation of all electrical work in these specifications and conforming to the lines shown on the plans or established by the engineer.
- B. This section includes a complete electrical system in perfect working condition as indicated on drawings and herein described. The work generally consists of furnishing and installing service entrance equipment, circuit breaker panels, branch circuits distributed as indicated, and the furnishing and installing of all outlets, fixtures and bulbs as hereinafter specified.
- C. Contractor shall arrange for local power company to provide underground service. Contractor shall provide all necessary equipment. Contractor shall pay all connection fees and deposits required. Meter height shall be in accordance with Entergy requirements. Check for proper clearance at bottom of panel.

1.4 SUBMITTALS

- A. Product Data: For each system include details of construction relative to materials, fabrication, and installation. Include details of anchors, hardware, and fastenings.
- B. Shop Drawings: For fabrication and installation of each System assembly include plans, elevations, sections, details, and attachments to other work.
 - 1. Show locations of reinforcement and cutouts for System components.
- C. Samples for Verification: Of each system component required.

1.5 PROJECT CONDITIONS

- A. Field Measurements: Verify dimensions in areas of installation by field measurements before fabrication and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

1. Established Dimensions: Where field measurements cannot be made without delaying the Work, establish dimensions and proceed with fabricating units without field measurements. Coordinate supports, adjacent construction, and System components locations to ensure actual dimensions correspond to established dimensions.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, provide products as specified on Drawings and Specification sheets, or approved equal in advance by Addendum.

2.2 LIGHTING

- A. Manufacturer: LSI Industries Inc., unless otherwise noted, or approved equal in advance by addendum.
- B. Exterior LED Lighting
 - a. Model Number: TLWP 7L UNV 40 CWBB BLK PC120 or approved equal in advance by addendum.
- C. All Exterior Lighting Fixtures shall be black in color. All Exterior Lighting fixtures shall have their own light switch on the interior of the building in which they are installed in.
- D. All Lighting Fixtures shall include a 5-year warranty.

2.3 UNDERGROUND CONDUIT

- A. All conduit running from the power pole to the meter box and between buildings shall be installed underground. There shall be two (2) 3-inch conduit runs from the power pole to the meter box and between buildings. The conduit shall be buried at minimum 3 feet below the natural ground.
- B. Entergy will run all required wiring in from the power pole to the meter box in the underground conduit upon completion of all electrical work.

2.4 GENERAL INFORMATION

- A. All materials shall be new and unused, the best of their respective kinds, suitable for the conditions and duties imposed on them. The description, characteristics, and requirements of materials to be used shall be in accordance with qualifying conditions established in the following Sections.
- B. Equipment and materials furnished under this Section shall be the product of a manufacturer regularly engaged in the manufacture of such items for a period of three years. Where practical, all of the components shall be products of a single manufacturer in order to provide proper coordination and responsibility. Where required, CONTRACTOR shall furnish proof of installation of similar equipment or materials.
- C. Each item of equipment shall bear a nameplate showing the manufacturer's name, trade name, model number, serial number, ratings and other information necessary to fully identify it. This plate shall be permanently mounted in a prominent location and shall not be concealed, insulated, or painted.
- D. The label of the approving agency, such as UL or NEMA, by which a standard has been established for the particular item, shall be in full view. Materials shall be UL-listed for the application specified or indicated on the Drawings or Specifications.

- E. All electrical equipment, such as switchboards, panelboards, industrial control panels, meter socket enclosures, motor control centers, or other similar devices or equipment shall be field marked per NEC 2014, Article 110.16 to warn qualified personnel of potential electrical arc flash hazards.
- F. Materials and equipment are specified herein by a single or by multiple manufacturers to indicate quality, material, and type of construction desired. Manufacturer's products shown on the Drawings have been used as basis for design; it shall be the CONTRACTOR's responsibility to ascertain that alternate manufacturer's products meet detailed specifications and that size and arrangement of equipment are suitable for installation.
- G. Where a particular system, product or material is specified by name, consider it as standard basis for bidding, and base proposal on the particular system, product, or material specified. Other systems, products, equipment or materials may be accepted only if, in the opinion of the Engineer, they are equivalent in quality and workmanship and will perform satisfactorily its intended purpose. All such substitutions in materials or equipment shall be approved in writing by the Engineer.
- H. In making requests for substitutions, the CONTRACTOR shall list the particular system, product, equipment, or material he wishes to substitute and at bid time the CONTRACTOR shall state the amount he will add or deduct from his base bid if the substitution is approved by the Engineer. If no deduction or addition to the base bid is allowed by the CONTRACTOR for such substitution, it shall be so stated on the request.
- I. Requests by CONTRACTOR for substitution will be considered only when reasonable, timely, fully documented, and qualifying under one or more of the following circumstances.
- J. Required product cannot be supplied in time for compliance with Contract time requirements.
- K. Required product is not acceptable to governing authority, or determined to be non-compatible, or cannot be properly coordinated, warranted or insured, or has other recognized disability as certified by CONTRACTOR.
- L. Substantial cost advantage is offered Owner after deducting off-setting disadvantages including delays, additional compensation for redesign, investigation, evaluation, and other necessary services and similar considerations.
- M. All requests for substitution shall contain a "Comparison Schedule" and clearly and specifically indicate any and all differences or omissions between the product specified as the basis of design and the product proposed for substitution. Differences shall include, but shall not be limited to, data as follows for both the specified and substituted products:
 - 1. Principle of operation.
 - 2. Materials of construction or finishes.
 - 3. Thickness of materials.
 - 4. Weight of item.
 - 5. Deleted features or items.
 - 6. Added features or items.
 - 7. Changes in other work caused by the substitution.
 - 8. Performance and rating data.
- N. If the approved substitution contains differences or omissions not specifically called to the attention of the Engineer, the Owner reserves the right to require equal or similar features to be added to the substituted products at the CONTRACTOR's expense.
- O. Panelboards, safety switches, equipment cabinets, motor starters and other equipment shown on the Drawings and furnished and/or installed under this section of the Specifications shall be labeled with

laminated plastic nameplates inscribed to identify equipment with description shown on the Drawings for panels, the name of the equipment controlled for motor starters or the system or function involved for other equipment. Provide typewritten panelboard directories identifying the branch circuits as shown on the Drawings or as directed by the Engineer.

PART 3 EXECUTION

3.1 GENERAL

- A. Comply with manufacturer's written installation instructions.
- B. All work shall be done in a neat and professional manner by qualified electricians in accordance with the latest version of the National Electrical Code.
- C. Contractor shall protect his work against damage during and after installation. Contractor shall replace lost or damaged items at his expense.
- D. Contractor shall be responsible for all damage done to trees, shrubs, landscaping, and structures caused by his work and shall repair all such damages.
- E. Contractor shall furnish and install all foundations and supports required for his equipment. Contractor shall make all necessary excavations and backfilling for proper execution of the work. Upon completion of the project, Contractor shall clean and adjust all equipment.

3.2 PANELBOARDS

- A. Installation shall be in accordance with the manufacturer's instructions, the NEC, as shown on the drawings, and as specified.
- B. Locate panelboards so that the present and future conduits can be conveniently connected.
- C. Install a printed schedule of circuits in each panelboard. Schedules shall reflect final load descriptions, room numbers, and room names connected to each circuit breaker. Schedules shall be printed on the panelboard directory cards and be installed in the appropriate panelboards
- D. Mount panelboards such that the maximum height of the top circuit breaker above the finished floor shall not exceed 78 inches.
- E. Provide blank cover for each unused circuit breaker mounting space.

3.3 SLEEVES, INSERTS, AND OPENINGS

- A. Contractor shall layout and install his electrical work in advance of pouring concrete. He shall furnish and install all sleeves and openings through floors or walls required for passage of conduits, pipes, ducts, etc. Contractor shall furnish and install all inserts and hangers required to support all conduit, cable, pull boxes, etc.
- B. All conduits entering or leaving the walls shall be fire stopped in accordance with NFPA standards. Fire stop rating in the wall along the garage and storage area shall be a minimum of two hours. Fire stop rating in the other walls shall be a minimum of one hour. Fire stopping material shall be installed in accordance with manufacturer's instructions.

3.4 SPECIAL NOTES

- A. All materials and equipment is to be new unless otherwise noted.
- B. The routing of all piping shall be coordinated with all other trades to avoid conflicts.
- C. The Contractor shall be responsible for paying all permits, service and connection fees.
- D. The Contractor shall coordinate all fixture mounting heights with Engineer's drawings and specifications.
- E. The use of the term "provide" shall mean to "furnish and install the associate device or equipment such that it is complete and ready for the intended use".
- F. All piping systems and other Electrical components shall be installed as per N.E.C.
- G. All insulated copper tracer wire or other approved conductor shall be installed adjacent to underground nonmetallic (plastic) piping. Access shall be provided to the tracer wire or the tracer wire shall terminate above ground at each end of the nonmetallic piping. The tracer wire shall not be less than 14 AWG and shall be suitable for burial.
- H. All penetrations of piping through slabs, foundation and building components shall be sleeved with a pipe sleeve to avoid separation due to settlement and caulked water/air tight.
- I. Electrical Contractor shall coordinate all pipe penetrations (wall, floor) with all other disciplines in field prior to installations.
- J. Electrical Contractor shall coordinate exact locations of all equipment with all other divisions. Should conflicts arise which cannot be corrected with minor deviations, the Contractor shall call these conflicts to the Architect's attention before proceeding.
- K. All piping shall be suspended and firmly attached to avoid separation.
- L. The Electrical Contractor shall calculate the electrical loads as required by the electrical utility company and coordinate the installation of the connections into existing systems
- M. The Electrical Contractor shall furnish the required Electrical Energy Certificate as required by Code and as prepared by an Electrical Engineer.

PART 4 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. The contract unit price for all Electrical System and Lighting shall include furnishing all labor, material, tools, equipment and any incidental items required to complete the work required by the plans and as specified.

4.2 PAYMENT

- A. Payment for the items listed below shall include all material, equipment, labor, and incidentals necessary to complete the work as shown on the drawings, and shall be paid under:

Item No.	Pay Items	Pay Units
E-01	Exterior LED Wall Pack with Photocell Terrain Lighting (Connected to Light Switch)	Each
E-02	One-Way Light Switches (Including Cover and Wall Box, For Exterior Lights)	Each
E-03	Install All Required Underground Conduit (Stub Outs at Power Pole to Meter Box)	Each
E-04	Install All Required Wiring for Lighting (Wire Required from Meter Box to Lights and Meter Box to Light Switches)	Each
E-05	Meter Pan	Each
E-06	Single Phase 120/208V Distribution Panel	Each

END OF SECTION 26 00 00

SECTION 31 23 16

TRENCHING

SECTION 31 23 16 TRENCHING

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 DESCRIPTION OF WORK

- B. This work consists of the excavating trenches for the installation of water mains and services, installing bedding material for the pipe to rest on, and backfilling and compacting native material on top of the new water main or service.

PART 2 PRODUCTS

2.1 BEDDING MATERIALS

- A. Bedding: When required, bedding material shall consist of stone or recycled Portland cement concrete 6" thick. All materials shall comply with Section 1003.03 of LADOTD's Standard Specifications for Roads and Bridges, 2016 Edition.
- B. Soil Backfill: In-situ soil with no rocks greater than 2 inches in diameter, frozen earth, or foreign matter.

2.2 PREPARATION

- A. CONTRACTOR to comply with Louisiana Dig Law. Call local utility line information service at 811 not less than three working days before performing Work.
 - 1. Request underground utilities to be located and marked within and surrounding construction areas.
- B. Protect plant life, lawns, and other features remaining as portion of final landscaping.
- C. Protect benchmarks, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.
- D. Maintain and protect above and below grade utilities.
- E. Establish temporary traffic control and detours when trenching is performed in public right-of-way. Relocate controls and reroute traffic as required during progress of Work.

2.3 TRENCHING

- A. Remove lumped subsoil, boulders, and rock up of 1/2 cu ft, measured by volume.
- B. Do not advance open trench more than 300 feet ahead of installed pipe.
- C. Cut trenches sufficiently wide to enable installation and allow inspection. Remove water or materials that interfere with Work.
- D. Excavate bottom of trenches maximum 24 inches wider than outside diameter of pipe.
- E. Excavate trenches to depth indicated on Drawings. Provide uniform and continuous bearing and support for bedding material and pipe.
- F. When subsurface materials at bottom of trench are loose or soft, notify Architect/Engineer, and request instructions.

- G. Cut out soft areas of subgrade not capable of compaction in place. Backfill with Bedding Material and compact to density equal to or greater than requirements for subsequent backfill material.

2.4 BACKFILLING

- A. Backfill trenches to contours and elevations with unfrozen fill materials.
- B. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen, or spongy subgrade surfaces.
- C. Employ placement method that does not disturb or damage utilities in trench.
- D. Maintain optimum moisture content of fill materials to attain required compaction density.
- E. Do not leave more than 10 feet of trench open at end of working day.
- F. Protect open trench to protect the public.

PART 3 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for the material and work covered under this section, and all costs in connection therewith shall be included in the applicable contract price for the items to which the work pertains.

END OF SECTION 31 23 16

SECTION 31 24 00
EMBANKMENT

SECTION 31 24 00
EMBANKMENT

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 DESCRIPTION OF WORK

- A. This Work consists of furnishing all labor, equipment, materials and performing all operations in connection with the construction of the proposed earthen foundation. The embankment material shall be placed in loose lifts thickness not exceeding 8 inches, processed and adequately compacted as defined herein to achieve the required minimum shear strength in order to meet the grades, elevations, and slopes as shown on the plans and as herein after specified.
- B. The CONTRACTOR shall be responsible for all required testing. All embankment material will be Owner supplied.

1.3 QUALITY CONTROL

- A. The CONTRACTOR shall establish and maintain quality control for embankment construction operations to assure compliance with contract requirements, and maintain records of his/her quality control for all construction operations including but not limited to the following:
1. Equipment. Type, size, and suitability for construction of the prescribed Work.
 2. Materials: Suitability, layout, maintaining existing drainage, moisture control.
 3. Construction: Layout, maintaining existing drainage, moisture control, thickness of layers, spreading and compacting.
 4. Grade and Cross Section: Crown width, crown slope, side slopes, and grades. Check fills to determine if placement conforms to prescribed grade and cross section.
 5. Grade Tolerances: Check fills to determine if placement conforms to prescribed grade and cross section.
 6. Compliance Surveys: See Section 01 71 23.16 in these Specifications for details on surveying
 7. Placement and Compaction of Embankment Fill: For the embankment, compaction will be required to achieve shear strengths assumed for the analysis. The soil should be placed in lifts not exceeding thicknesses of 8 inches scarifying the surface of successive lifts. Embankment fill should be spread and disked to dry back in situ moisture contents to acceptable levels as specified in section 3.1. When proper moisture is achieved, each lift should be compacted to achieve and minimum of 95% compaction, based on the maximum dry density of the standard proctor test results for the material.
 8. Professional Certification: Compliance Surveys shall be performed under the direction of and certified by a Professional Land Surveyor currently licensed in the state of Louisiana.

1.4 SUBMITTALS

- A. Compliance Surveys shall be submitted to the ENGINEER for review and approval. Compliance Survey shall consist of the corners of the embankment both on the crown and natural ground, a perimeter of the crown and natural ground, and several random shots on the crown of the embankment and the slope of the embankment, along with natural ground shots around the embankment construction area.

PART 2 PRODUCTS

2.1 EMBANKMENT MATERIAL

- A. All embankment material will be Owner supplied. The CONTRACTOR is responsible for the placing, compacting, and testing of the embankment material. The embankment material shall meet the lines and grades as shown in the Plans.

PART 3 EXECUTION

3.1 GEOTECHNICAL TESTING

- A. The CONTRACTOR shall perform and pay for all required testing requirements specified herein. All testing shall be performed at and by an independent and accredited geotechnical laboratory.

3.2 SLIDES

- A. Should a slide occur in any part of the embankment during its construction, or after its completion, but prior to its acceptance, the CONTRACTOR shall, upon written order of the ENGINEER, either cut out and remove the slide from the embankment and then rebuild that portion of the embankment, or construct a stability berm of such dimension, and placed in such manner, as the ENGINEER shall prescribe. In case the slide is caused through fault of the CONTRACTOR, the foregoing operations shall be performed at no additional cost to the OWNER. In case the slide is not the fault of the CONTRACTOR, the repair shall be made by an equitable adjustment. The method of slide correction will be determined by the ENGINEER.

PART 4 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. The contract unit price for all Embankment Materials shall include furnishing all labor, material, tools, equipment and any incidental items required to complete the work required by the plans and as specified.

4.2 PAYMENT

- A. Payment for the items listed below shall include all material, equipment, labor, and incidentals necessary to complete the work as shown on the drawings, and shall be paid under:

Item No.	Pay Items	Pay Units
TTF-02	Embankment Material (Owner Supplied; Must Be Placed, Compacted, and Tested; Includes all Labor, Equipment and Materials Needed)	Each

END OF SECTION 31 24 00

SECTION 31 62 19
TIMBER PILES

SECTION 31 62 19
TIMBER PILES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions of the Specification Sections, apply to this Section.

1.2 DESCRIPTION

- A. The work covered by this section consists of furnishing all plant, labor, materials, and equipment, as necessary and performing all operations in connection with the installation of round treated timber piles including all hardware as shown on the drawings.

1.3 REFERENCES

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only. The most recent edition shall be used.

ASTM INTERNATIONAL (ASTM)

ASTM D25	(1999) Standard Specification for Round Timber Piles
ASTM D450	(2007) Standard Specification for Coal-Tar Pitch Used in Roofing, Damp Proofing, and Waterproofing
ASTM D4586	(2006) Standard Specification for Asphalt Roof Cement, Asbestos-Free

AMERICAN WOOD PROTECTION ASSOCIATION (AWPA)

AWPA U1	(2021) User Specification for Treated Wood.
AWPA T1	(2011) Processing and Treating Standard
AWPA A1	(2015) Standard Methods for Analysis of Creosote and Oil-Type Preservatives
AWPA A2	(2015) Standard Methods for Analysis of Waterborne Preservatives and Fire-Retardant Formulations
AWPA A4	(2019) Standard Methods for Sampling Wood Preservatives
AWPA A6	(2020) Method for the Determination of Oil-Type Preservatives and Water in Wood
AWPA M2	(2019) Standard for Inspection of Treated Wood Products

AWPA M3	(2016) Standard Quality Control Procedures for Wood Preserving Plants.
AWPA M4	(2015) Standard for the Care of Preservative-Treated Wood Products
AWPA P1/P13	(2019) Standard for Creosote Preservatives
AWPA P8	(2014) Standard for Oil-Borne Preservatives
AWPA P23	(2020) Standard for Chromated Copper Arsenate Type C (CCA-C)

CODE OF FEDERAL REGULATIONS (CFR)

40 CFR 171	Certification of Pesticide Applicators
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WESTERN WOOD PRESERVES INSTITUTE (WWPI)

WWPI Management Practices	Best Management Practices for the Use of Treated Wood in Aquatic Environments
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1.4 QUALITY CONTROL

- A. All information pertaining to inspection and quality control shall be included in the quality control reports to be furnished to the ENGINEER. The CONTRACTOR shall establish and maintain quality control for the pile operations to assure compliance with contract specifications and maintain records for all construction operations including, but not limited to the following:
 - 1. Removal and method of handling material to be disposed.
 - 2. Treatment of piling, including depth of preservative penetration.
 - 3. Accurate placement, driving and alignment of piling.
 - 4. Cut-off elevation of piling.
 - 5. Driving records.
- B. Submittals
 - 1. The original and two copies of the records of inspection and tests, as well as corrective actions taken, shall be furnished to the ENGINEER.

1.5 QUALITY ASSURANCE

- A. Inspection of Piles
 - 1. The CONTRACTOR shall provide the necessary facilities for the proper inspection of each pile. Piles to be preservative treated may be inspected by the ENGINEER prior to treatment. Piles may be inspected by the ENGINEER at the shipping point or at the work site if so decided by the ENGINEER. Pile inspection at the shipping point will not be performed for less than 100 piles in one locality. Piles with specified variations in characteristics shall be placed in separate lots for inspection. Piles shall be so marked or segregated into marked lots that there will be no possibility of error in assignment after they have been inspected. Piles damaged after inspection may be subsequently rejected if damage is deemed sufficient for rejection by the ENGINEER. All rejected piles shall be removed as directed.

- B. Inspection of Preservative Treatment Process
 - 1. Inspection of the preservative treatment process will be in accordance with AWP A M2.
 - 2. The CONTRACTOR shall notify the ENGINEER where preservative treatment will be done not less than ten (10) calendar days prior to the start of the treatment, and shall provide facilities for the inspection of the treatment process.

1.6 SAMPLING AND TESTING

- A. Sampling and testing shall be performed by an approved testing organization adequately equipped to perform such services and accredited by the Board of Review of the American Lumber Standard Committee. Submit the inspection report of an independent inspection agency, for approval by the ENGINEER that supplied products complying with applicable AWP A Standards. Identify treatment on each piece by the quality mark of an inspection agency accredited by the Board of Review of the American Lumber Standard Committee.
 - 1. Sampling: Representative samples of preservatives for testing shall be obtained from storage containers using the methods described in AWP A A4. The recovery of creosote and creosote solutions from piles for testing shall be in accordance with the extraction assay methods described in AWP A M2. The procedures for the decomposition of samples from piles which have been treated with water-borne preservatives as an initial step for the analysis of the constituents of the preservative retained shall be as specified in AWP A A7.
 - 2. Testing: Creosote, creosote solutions, and waterborne preservatives shall be tested for conformance with the specifications as described in AWP A A1 and AWP A A2. The net retention and penetration of preservatives shall be determined as specified in AWP A M2 and the additional requirements specified herein. The net retention of creosote or creosote solutions shall be verified by extraction assay in accordance with AWP A A6.

1.7 SUBMITTALS

- A. ENGINEER approval is required for submittals with an "E" designation; submittals not having an "E" designation are for information only. Submit the following:
 - 1. Preconstruction Submittals
 - a. Pile Removal by Other Than Extraction; E
If removal will be by a method other than extraction, the CONTRACTOR shall submit complete descriptions of the procedures, equipment and other appurtenances to the ENGINEER for approval prior to commencement of work.
 - 2. Test Reports
 - a. Driving Record; E
A record of the driving of permanent piles containing information as required in paragraph "Driving" shall be submitted to the ENGINEER after pile driving is completed.
 - 3. Certificates
 - a. Preservative Treatment Certificate; E
A certificate, including the test assay analysis from the approved testing organization, attesting that the piles to be used in the work have been given the preservative treatment required by these specifications shall be submitted to the ENGINEER prior to commencement of the work. The Quality Mark of the American Wood Preservers Association (AWPA) affixed to piles will be accepted in lieu of a certificate.
 - b. Best Management Practices; E
The producer of the treated wood products shall provide certification that WWPI Mgt Practices were utilized including a written description and appropriate documentation of the BMPs utilized.

PART 2 PRODUCTS

2.1 PILES

- A. Piles will be OWNER supplied. Piles will be located on site.

PART 3 EXECUTION

3.1 HANDLING OF PILES

- A. Special care shall be taken in supporting piles to prevent the inducing of excessive bending stresses in the piles. Handling of treated piles shall be in accordance with AWWA M4. Piles shall be carefully handled without dropping, breaking of outer fibers or penetrating the surface with tools. Peaveys, cant hooks, pikes and other pointed tools shall not be used in handling treated piles.

3.2 INSTALLATION

A. Pile Driving Equipment

1. Pile Driving Hammers

- a. Pile driving hammers shall be steam, air or diesel drop, single-acting, double-acting, or differential-acting type. The size or capacity of hammers shall be as recommended by the manufacturer for the pile weights and soil formation to be penetrated. No vibratory hammer will be allowed to drive the new timber piles.

2. Leads

- a. Leads are required and shall be fixed at the top and adjustable at the bottom. Swinging leads shall be allowed if site conditions merit their use and are approved.

3. Driving Cap

- a. The driving cap shall be of a design approved by the ENGINEER, and shall be capable of protecting pile heads, minimizing energy absorption and transmitting hammer energy uniformly and consistently to piles. The driving cap shall fit snugly on the top of piles.

4. Pile Collars

- a. Collars or bands for protecting pile butts against splitting, brooming and other damage while being driven shall be of a design approved by the ENGINEER.

B. Permanent Piles

1. Lengths

- a. To provide for "heading" or cutting off normal after driving, piles shall be furnished in lengths at least one foot greater than the lengths specified to be below the cut-off elevations.

2. Placement

- a. Piles shall be accurately placed in the correct locations and alignments both laterally and longitudinally and to the vertical or batter lines as shown on the contract drawings. A lateral deviation from the correct location at the cut-off elevation of not more than 4 inches will be permitted. A variation in alignment of not more than 1/4 inch per foot of longitudinal axis will be permitted. In the event a pile works out of line in driving, it shall be realigned. If a pile is driven below the elevation fixed by the drawings or by the ENGINEER, it shall be withdrawn and replaced by a new, and if necessary, a longer pile at the expense of the CONTRACTOR.

3. Driving

- a. A complete and accurate record of the driving of piles shall be compiled by the CONTRACTOR and submitted to the ENGINEER. This record shall include pile dimensions, number and location, the description of hammer used, and any other pertinent information requested by the ENGINEER. During driving, pile driving hammer shall be operated at all times at the rate and conditions recommended by the hammer manufacturer. Each pile shall

be driven continuously and without interruption until the required tip elevation has been attained. Deviation from this procedure will be permitted only in case the driving is stopped by causes which reasonably could not have been anticipated. The blow count shall not exceed 25 blows per linear foot. Piles shall be driven to the full penetration required where practicable to do so without damage to the piles. If found impracticable to drive any pile to the depth required, such pile shall be cut-off and abandoned or pulled as directed by the ENGINEER. Driving of piles beyond the point of refusal, as indicated by excessive bounding of the hammer or kicking of the pile, shall not be attempted. Piles which have uplifted after driving shall be redriven to grade after conclusion of driving in that general area. The use of followers shall not be permitted except where specifically authorized by the ENGINEER. After driving is completed, all piles shall be "headed" or cut-off normal at the cut-off elevation. Headed treated piles shall be capped as specified in paragraph "Capping Piles." Piles driven in locations where they are constantly subject to water spray shall be given this treatment immediately after they are cut-off and before the cut-off surface has been wetted. Cut-offs shall become the property of the CONTRACTOR and shall be removed from the site at his/her expense.

4. Scale

- a. A scale (inches) shall be fixed to the hammer's ram guide and a pointed indicator on the ram, near the scale, to allow a reading of the ram drop. Installation of both scale and indicator shall be in such a manner that the drop of the ram can be read by observing the highest and the lowest position of the indicator and scale. Both the scale and the indicator shall be easily legible to observers on the ground during operations. The CONTRACTOR shall record in the pile driving record the ram drop of the pile hammer when recording the blows per foot as specified in paragraph "Driving."

5. Damaged Piles

- a. Driving of piles shall not subject them to damage. Piles which are damaged (split, broomed or broken) by reason of internal defects or by improper driving below "cut-off" elevation so as to impair them for the purpose intended shall be removed and replaced, or at the option of the ENGINEER, a second pile may be driven adjacent thereto at the CONTRACTOR's expense. Minor damaged areas of treated piles shall be brush coated with copper naphthenate. The ENGINEER may require the CONTRACTOR to pull certain selected piles after driving for test and inspection to determine the conditions of the piles. Any pile so pulled and found to be damaged to such extent as, in the opinion of the ENGINEER, would impair its usefulness in the completed structure shall be removed from the work and the CONTRACTOR shall furnish and drive a new pile to replace the damaged pile. Piles pulled and found to be sound and in a satisfactory condition shall be redriven.

C. Capping Piles

1. All vertical and batter piles shall be capped with material as specified in paragraph "Capping Material." Prior to applying the material, the tops of all piles shall be wiped dry, lightly tapped with a pronged tool to allow the material to penetrate the top of piles and brush treated with copper naphthenate and an application of a heavy coat of coal tar pitch. The material, 1/8-inch thickness, shall be troweled onto and about 1 inch below the tops of piles in two layers. A sand coat shall be placed over the material before it dries.

D. Onsite Application of Wood Preservatives

1. All onsite application of wood preservatives must be performed by a person certified through an EPA approved training program for the application of wood treatment products in accordance with 40 CFR 171, regulated under 7 U.S.C.A. Sections 136 to 136y, Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA). Onsite treatment shall also be in accordance with AWPA M4, Sections 1.5, 2.2, 2.3, and 3.1.

E. Field Treatment

1. Cuts, abrasions, bolt holes and sawed surfaces of piles shall be field treated with copper naphthenate in accordance with AWWA M4.

PART 4 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

A. Treated Timber Piles

1. Measurement of piles will be based on the unit cost for treated timber piles. The cut-off portion of any pile, except the 1 foot provided for heading, will be measured for payment as the length of such cut-off portion which does not exceed the difference between the length of pile specified to be driven below the cut-off elevation and the length actually driven below the cut-off elevation. Pile and cut-off lengths will be measured to the nearest 1/2 foot.

4.2 PAYMENT

A. Treated Timber Piles

1. Payment for each pile acceptably driven will be made at the applicable contract price as determined by the length and type of pile specified or directed to be driven. Price includes all items incidental to furnishing and driving the piles, redriving uplifted piles, any required notching, and the cutting off of all piles at the cut-off elevation. Payment for piles driven in lengths as required in place below the cut-off elevation will be made at the applicable contract unit price for Treated Timber Piles Per LINEAR FOOT, complete and in-place.

Item No.	Pay Items	Pay Units
TTF-01	Treated Timber Piles (7" Tip, 12" Butt, 40' Length, Owner Supplied)	Each

END OF SECTION 31 62 19

SECTION 32 15 00
AGGREGATE BASE COURSE

SECTION 32 15 00
AGGREGATE BASE COURSE

PART 1 INTRODUCTION

1.1 SCOPE

- A. This work consists of furnishing and placing Aggregate Base Course (also referred to as Limestone) in conformity to lines, grades, and minimum thickness as shown on the Contract drawings, in accordance with these specifications and as directed by the ENGINEER.

1.2 SUBMITTALS

- A. Engineer approval is required for submittals with an "E" designation; submittals not having a "G" designation are for information only. Submit the following:
1. Product Data
 - a. Aggregate Gradation, "E"
 - b. Equipment to be Used for Installation
 2. Test Report
 - a. Sampling and Testing Density Test, "E"

1.3 QUALITY ASSURANCE

- A. Sampling and testing is the responsibility of the Contractor. Submit calibration curves and related test results prior to using the device or equipment being calibrated. Submit copies of field test results within 24 hours after the tests are performed. Test results from samples, not less than 30 days before material is required for the work. Results of laboratory tests for quality control purposes, for approval, prior to using the material. Sampling and testing shall be performed by an approved commercial testing laboratory or by the Contractor, subject to approval. If the Contractor elects to establish its own testing facilities, approval of such facilities will be based on compliance with ASTM D3740. No work requiring testing will be permitted until the Contractor's facilities have been inspected and approved.

A. Sampling

Take samples for material gradation, liquid limit, and plastic limit tests in conformance with ASTM D75/D75M. When deemed necessary, the sampling will be observed by the Engineer.

B. Testing

Gradation: Make aggregate gradation in conformance with ASTM C117 and ASTM C136/C136M. Sieves shall conform to ASTM E11.

1. Liquid Limit and Plasticity Index

Determine liquid limit and plasticity index in accordance with ASTM D4318.

C. Approval of Materials

Select the source of the material to be used for producing aggregates 10 days prior to the time the material will be required in the work. Tentative approval of materials will be based on appropriate test results on the aggregate source. Final approval of the materials will be based on tests for gradation, liquid limit, and plasticity index performed on samples taken from the completed and compacted base course.

D. Equipment

Submit a list of proposed equipment to be used in performance of construction work including descriptive data. All plant, equipment, and tools used in the performance of the work covered by this section will be subject to approval by the Engineer before the work is started and shall be maintained in satisfactory working condition at all times. The equipment shall be adequate and shall have the capability of producing the required compaction, and meeting the grade controls, thickness controls, and smoothness requirements set forth herein.

1.4 ENVIRONMENTAL REQUIREMENTS

- A. Aggregate base courses shall not be constructed when the ambient temperatures is below 35 degrees F and on subgrades that are frozen or contain frost. It is the responsibility of the Contractor to protect, by approved method or methods, all areas of surfacing that have not been accepted by the Engineer. Surfaces damaged by freeze, rainfall, or other weather conditions shall be brought to a satisfactory condition by the Contractor.

PART 2 PRODUCTS

2.1 AGGREGATES

- A. Provide aggregates consisting of clean, sound, durable particles of natural gravel, crushed gravel, crushed stone, sand, slag, soil, or other approved materials processed and blended or naturally combined. Provide aggregates free from lumps and balls of clay, organic matter, objectionable coatings, and other foreign materials. The Contractor is responsible for obtaining materials that meet the specification and can be used to meet the grade and smoothness requirements specified herein after all compaction and proof rolling operations have been completed.

- B. Coarse Aggregates

The material retained on the No. 4 sieve shall be known as coarse aggregate. Coarse aggregates shall be reasonably uniform in density and quality. The coarse aggregate shall have a percentage of wear not to exceed 50 percent after 500 revolutions as determined by ASTM C131/C131M. The amount of flat and/or elongated particles shall not exceed 20 percent. A flat particle is one having a ratio of width to thickness greater than three; an elongated particle is one having a ratio of length to width greater than three. When the coarse aggregate is supplied from more than one source, aggregate from each source shall meet the requirements set forth herein.

- C. Fine Aggregates

The material passing the No. 4 sieve shall be known as fine aggregate. Fine aggregate shall consist of screenings, sand, soil, or other finely divided mineral matter that is processed or naturally combined with the coarse aggregate.

- D. Gradation Requirements

Gradation requirements specified in TABLE I shall apply to the completed aggregate base. It is the responsibility of the Contractor to obtain materials that will meet the gradation requirements after mixing, placing, compacting, and other operations. TABLE I shows permissible gradings for granular material used in aggregate surface roads and airfields. Sieves shall conform to ASTM E11.

TABLE I. GRADATION FOR AGGREGATE BASE COURSES Percentage by Weight Passing Square-Mesh Sieve				
Sieve Designation	No. 1	No. 2	No. 3	No. 4
1 inch	100	100	100	100
3/8 inch	50-85	60-100	--	--
No. 4	35-65	50-85	55-100	70-100
No. 10	25-50	40-70	40-100	55-100
No. 40	15-30	24-45	20-50	30-70
No. 200	8-15	8-15	8-15	8-15

2.2 LIQUID LIMIT AND PLASTICITY INDEX REQUIREMENTS

- A. The portion of the completed aggregate base course passing the No. 40 sieve shall have a maximum liquid limit of 35 and a plasticity index of 4 to 9.

PART 3 EXECUTION

3.1 OPERATION OF AGGREGATE SOURCES

- A. Perform clearing, stripping, and excavating. Operate the aggregate sources to produce the quantity and quality of materials meeting these specification requirements in the specified time limit. Upon completion of the work, the aggregate sources on Owner property shall be finalized to drain readily and be left in a satisfactory condition. Finalize aggregate sources on private lands in agreement with local laws or authorities.

3.2 STOCKPILING MATERIALS

- A. Prior to stockpiling the material, clear and level the storage sites. All materials, including approved material available from excavation and grading, shall be stockpiled in the manner and at the locations designated. Stockpile aggregates in such a manner that will prevent segregation. Aggregates and binders obtained from different sources shall be stockpiled separately.

3.3 COMPACTION

- A. Degree of compaction is a percentage of the maximum density obtained by the test procedure presented in ASTM D1557 abbreviated herein as present laboratory maximum density. Compact each layer of the aggregate base course with approved compaction equipment, as required in the following paragraphs. The water content during the compaction procedure shall be maintained at optimum or at the percentage specified by the Engineer. In locations not accessible to the rollers, the mixture shall be compacted with mechanical tampers. Compaction shall continue until each layer through the full depth is compacted to at least 95 percent of laboratory maximum density. Remove any materials that are found to be unsatisfactory and replace them with satisfactory material or rework them to produce a satisfactory material.

3.4 PREPARATION OF UNDERLYING COURSE SUBGRADE

- A. Clean of all foreign substances the underlying course, including shoulders. At the time of base course construction, the underlying course shall contain no frozen material. Ruts or soft yielding spots in the underlying course areas having inadequate compaction and deviations of the surface from the requirements set forth herein shall be corrected by loosening and removing soft or unsatisfactory material and by adding approved material, reshaping to line and grade and recompacting. The completed underlying course shall not be disturbed by traffic or other operations and shall be maintained by the Contractor in a satisfactory condition until the base course is placed.

3.5 GRADE CONTROL

- A. During construction, the lines and grades including crown and cross slope indicated for the aggregate base course shall be maintained by means of line and grade stakes placed by the Contractor in accordance with the SPECIAL CONTRACT REQUIREMENTS.

3.6 MIXING AND PLACING MATERIALS

- A. The materials shall be mixed and placed to obtain uniformity of the material and a uniform optimum water content for compaction. Make adjustments in mixing, placing procedures, or in equipment to obtain the true grades, to minimize segregation and degradation, to obtain the desired water content, and to ensure a satisfactory base course.

3.7 LAYER THICKNESS

- A. Place the aggregate material on the underlying course in layers of uniform thickness.

3.8 PROOF ROLLING

- A. Proof rolling of the areas designated shall be in addition to compaction specified above and shall consist of application of 30 coverages with a heavy rubber-tired roller having four tires abreast with each tire loaded to 30,000 pounds and tires inflated to 150 psi. In the areas designated, proof rolling shall be applied to the top lift of layer on which base course is laid and to each layer of the base course. Water content of the lift of the layer on which the base course is placed and each layer of the aggregate base course shall be maintained at optimum or at the percentage directed from the start of compaction to the completion of a proof rolling. Materials in the aggregate base course or underlying materials indicated unacceptable by the proof rolling shall be removed and replaced, as directed, with acceptable materials.

3.9 EDGES OF AGGREGATE-SURFACED ROAD

- A. Approved material shall be placed along the edges of the aggregate base course in such quantity as to compact to the thickness of the course being constructed. When the course is being constructed in two or more layers, at least 1 foot of shoulder width shall be rolled and compacted simultaneously with the rolling and compacting of each layer of the base course.

3.10 SMOOTHNESS TEST

- A. The surface of each layer shall not show any deviations in excess of 3/8 inch when tested with a 10 foot straightedge applied both parallel with and at right angles to the centerline of the area to be paved. Deviations exceeding this amount shall be corrected by removing material, replacing with new material, or reworking existing material and compacting, as directed.

3.11 THICKNESS CONTROL

- A. The completed thickness of the aggregate base course shall be within 1/2 inch, plus or minus, of the thickness indicated on plans. The thickness of the aggregate base course shall be measured at intervals in such manner that there will be a thickness measurement for at least each 500 square yards of the aggregate base course. The thickness measurement shall be made by test holes at least 3 inches in diameter through the aggregate base course. When the measured thickness of the aggregate base course is more than 1/2 inch deficient in thickness, correct such areas by scarifying, adding mixture of proper gradation, reblading, and recompacting, as directed, at no additional expense to the Owner. Where the measured thickness of the aggregate base course is more than 1/2 inch thicker than that indicated, it shall be considered as conforming with the specified thickness requirements plus 1/2 inch. The average job thickness shall be the average of the job measurements determined as specified above, but shall be within 1/4 inch of the thickness indicated. When the average job thickness fails to meet this criterion, make corrections by scarifying, adding or removing mixture of proper gradation, and reblading and recompacting, as directed, at no additional expense to the Owner.

3.12 DENSITY TESTS

- A. Measure density in the field in accordance with ASTM D6938. For the method presented in ASTM D6938 the calibration curves shall be checked and adjusted, if necessary, using only the sand cone method as described in paragraph Calibration of the ASTM publication. Tests performed in accordance with ASTM D6938 result in a wet unit weight of soil and ASTM D6938 shall be used to determine the moisture content of the soil. The calibration curves furnished with the moisture gauges shall also be checked along with density calibration checks as described in ASTM D6938. The calibration checks of both the density and moisture gauges shall be made by the prepared containers of material method, as described in paragraph Calibration of ASTM D6938, on each different type of material being tested at the beginning of a job and at intervals, as directed.

3.13 WEAR TEST

- A. Perform wear tests in conformance with ASTM C131/C131M.

3.14 MAINTENANCE

- A. Maintain the aggregate base course in a condition that will meet all specification requirements until accepted.

PART 4 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. The quantity of aggregate base course completed and accepted as determined by the Engineer shall be measured by the square yard.

4.2 PAYMENT

- A. Payment for the items listed below shall include all materials, equipment, labor and incidentals necessary to complete the work as shown on the drawings, and shall be paid under:

Item No.	Pay Items	Pay Units
TTF-03	Aggregate Base Course (Limestone; 4" Thick)	Square Yard

END OF SECTION 32 15 00

SECTION 32 31 13
CHAIN LINK FENCES AND GATES

SECTION 32 31 13
CHAIN LINK FENCES AND GATES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Fences and gates shall be in accordance with section 705 of the LADOTD Standard Specifications for Roads and Bridges Latest Edition, amended and augmented as follows.

1.2 DESCRIPTION OF WORK

- A. This work consists of the furnishing and installation of the required materials to repair or replace the damaged portion of the South Chain Link Fence in accordance with the Drawings.
- B. This work consists of making the necessary repairs to a portion of the South Chain Link Fence and the entire North Chain Link Fence section in accordance with the Drawings.

1.3 SUBMITTALS

- A. The manufacturer's literature shall be submitted prior to installation.
- B. Shop Drawings: Indicate information on shop drawings as follows:
 - 1. Layout of fencing, include types and locations of gates.
 - 2. Footing details.
 - 3. Fastening details, gate details, and relationships to adjacent construction.

1.4 PROJECT CONDITIONS

- A. Field Measurements: Verify dimensions in areas of installation by field measurements before fabrication and indicate measurements on Shop Drawings.
- B. All Field Measurements shall be submitted to the Engineer.

PART 2 PRODUCTS

2.1 CHAIN LINK FENCE AND GATES

- A. Framing: ASTM F1083, hot-dip galvanized, Schedule 40 steel pipe of the following sizes:
 - 1. Line Posts: 2.375 inch outside diameter.
 - 2. Corner, End, and Pull Posts: 2.875 inch outside diameter.
 - 3. Top and Brace Rail: 1.660 inch outside diameter.
 - 4. Gate Frame: 1.900 inch outside diameter.
 - 5. Gate Posts:
 - a. 2.875 inch outside diameter for gates 6'-0" or less.
 - b. 4.000 inch outside diameter for gates 6'-0" to 13'-0".
 - c. 6.625 inch outside diameter for gates 13'-0" to 18'-0".
 - d. 8.625 inch outside diameter for gates over 18'-0".

- B. Fabric: Aluminum coated 9-gauge steel wire; 2 inch diamond mesh; top selvage twisted tight; bottom selvage knuckle end closed.
 - 1. Aluminum-Coated: ASTM A491; applied by hot-dip process at 0.40 ounces per square foot before weaving fabric.
- C. Barbed Wire: Aluminum coated 12-1/2 gauge steel wire, and 14 gauge steel barbs; consists of two strands of twisted wire with four-point barbs on 5 inch spacing.
 - 1. Aluminum-Coated: ASTM A585.
- D. Accessories:
 - 1. Tension Wire: Marcellled, 7 gauge metallic-coated steel wire; ASTM A824 Type I aluminum- coated.
 - 2. Tension and Brace Bands: 12 gauge pressed steel, hot-dip galvanized, 3/4 inch wide.
 - 3. Tension Bars: Steel strip, minimum 3/16 inch thick by 3/4 inch wide, hot-dip galvanized.
 - 4. Tie Wires: 9 gauge round wire of aluminum alloy 1350-H19.
 - 5. Post Caps: Pressed steel or cast iron, hot-dip galvanized; designed to fit snugly over post and exclude moisture from inside.
 - 6. Fasteners: Galvanized carriage bolts with nuts.
- E. Gate Hardware:
 - 1. Sliding Gates: Provide gate hangers, latches, brackets, guide assemblies, and stops of malleable iron or steel, galvanized after fabrication. Provide positive latch with provisions for padlocking.

2.2 CONCRETE FOUNDATIONS

- A. Fence Posts and Center Drop: Class R concrete; follow DOTD Section 705.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install framework, fabric, accessories and gates in accordance with manufacturer's instructions.
- B. Set intermediate, terminal, gate, and line posts plumb, in concrete footings with top of footing 1 inch above finish grade. Slope top of concrete for water run-off.
- C. Brace each gate and corner post to adjacent line post with horizontal center brace rail and diagonal truss rods. Install brace rail, one bay from end and gate posts.
- D. Provide top rail through line post tops and splice with 6 inch long rail sleeves.
- E. Stretch fabric between terminal posts or at intervals of 100 feet maximum, whichever is less.
- F. Position bottom of fabric 1 inch above finished grade.
- G. Fasten fabric to top rail, line posts, braces, and bottom tension wire with tie wire at maximum 15 inches on centers.
- H. Attach fabric to end, corner, and gate posts with tension bars and tension bar clips.
- I. Install bottom tension wire stretched taut between terminal posts.
- J. Install gate with fabric and barbed wire overhang to match fence. Install gate hardware.
- K. Provide concrete center drop to footing depth and drop rod retainers at center of double gate openings.

3.2 ERECTION TOLERANCES

- A. Maximum Variation from Plumb: 1/4 inch.
- B. Maximum Offset from True Position: 1 inch.
- C. Components shall not infringe adjacent property lines.

PART 4 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. The contract unit price for all Chain Link Fencing and Gates shall include furnishing all labor, material, tools, equipment and any incidental items required to complete the work required by the plans and as specified.

4.2 PAYMENT

- A. Payment for the items listed below shall include all material, equipment, labor, and incidentals necessary to complete the work as shown on the drawings, and shall be paid under:

Item No.	Pay Items	Pay Units
SF-01	Repair/Stand Up North Security Fence (6' High)	Linear Foot
SF-02	Repair/Replace Southwest Security Fence (6' High)	Linear Foot
SF-03	Repair/Stand Up Southeast Security Fence (6' High)	Linear Foot
SF-04	10' Double Swing Gate (Includes all Labor and Materials Required)	Each

END OF SECTION 32 31 13

SECTION 33 05 05.31
HYDROSTATIC TESTING

SECTION 33 05 05.31
HYDROSTATIC TESTING

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 DESCRIPTION OF WORK

- A. This work consists of the hydrostatic and pressure testing of the required piping.

1.3 SUBMITTALS

- A. Submit the certification of test gauge calibration prior to testing.

PART 2 PRODUCTS

(NOT USED)

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that piping is ready for testing.
- B. Verify that trenches are backfilled.
- C. Verify that pressure piping thrust restraints have been installed.

3.2 FIELD QUALITY CONTROL

- A. Testing of Pressure Piping:
 - 1. Do not pressure test more than 1-mile length of pipe at one time.
 - 2. Test system according to AWWA C600 and following:
 - a. Hydrostatically test each portion of pressure piping, including valved section, at 140 psi, based on elevation of lowest point in piping corrected to elevation of test gage.
 - b. Conduct hydrostatic testing for at least four hours.
 - c. Slowly fill with water portion of piping to be tested, expelling air from piping at high points.
 - d. Install corporation cocks at high points.
 - e. Close air vents and corporation cocks after air is expelled.
 - f. Raise pressure to specified test pressure.
 - g. Observe joints, fittings, and valves undergoing testing.
 - h. Remove and renew cracked pipes, joints, fittings, and valves that show visible leakage.
 - i. Retest.
 - j. Correct visible deficiencies and continue testing at same test pressure for additional two hours to determine leakage rate.
 - k. Maintain pressure within plus or minus 5.0 psi of test pressure.
 - l. Leakage is defined as quantity of water supplied to piping necessary to maintain test pressure during period of testing.
 - 3. If testing of piping indicates leakage greater than that allowed, locate source of leakage, make corrections, and retest until leakage is within acceptable limits.

4. Correct visible leaks regardless of quantity of leakage.

PART 4 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for the material and work covered under this section, and all costs in connection therewith shall be included in the applicable contract price for the items to which the work pertains.

END OF SECTION 33 05 05.31

SECTION 33 11 00

WATER UTILITY DISTRIBUTION PIPING

SECTION 33 11 00
WATER UTILITY DISTRIBUTION PIPING

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 QUALITY ASSURANCE

- A. Valves: Mark valve body with manufacturer's name and pressure rating.
- B. Materials in Contact with Potable Water: Certified according to NSF 61 and NSF 372.
- C. Manufacturer: Company specializing in manufacturing products specified in this Section with two years' experience.
- D. Installer: All work specified in this section is to be performed by a contractor with a valid Contractor's license issued by the State of Louisiana. Water service line installation may be performed by either a contractor with a valid Contractor's license issued by the State of Louisiana or by an individual having a valid Master plumber's license issued by the State of Louisiana.
- E. Imperfections: Regardless of tolerances permitted by industry standards specified herein, the Engineer may reject pipe or appurtenances at the manufacturing plant or project site, which have cracks, chips, blisters, lack of smooth interior or exterior surface, evidence of structural weakness, porosity, joint defect, significant variation from theoretical shape, or other imperfection which might, in the opinion of the Engineer, contribute to a reduced functional capability, accelerated deterioration, or reduced structural strength.
- F. Repairs: Do not use patched or repaired pipe or appurtenances unless each individual length or element has been approved and marked for repair by the Engineer at the manufacturing plant. Repairs, other than at the manufacturing plant, are not permitted.

1.3 SUBMITTALS

- A. Product Data: Manufacturer information regarding pipe materials, pipe fittings, pipe joints, tapping sleeves, valves, hydrants, service accessories, anchorage systems, and granular material for pipe bedding.
- B. Project Record Documents: Record actual locations of piping mains, valves, connections, and thrust restraints with X and Y coordinates. This shall be performed by a Louisiana Licensed Professional Land Surveyor in accordance with Section 01 71 23.16, Construction Surveying.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Storage:
 - 1. Store materials according to manufacturer instructions.
 - 2. Block individual and stockpiled pipe lengths to prevent moving.
 - 3. Do not place pipe or pipe materials on private property or in areas obstructing pedestrian or vehicle traffic.
 - 4. Store HDPE and PVC materials out of sunlight.
- B. Protection:
 - 1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
 - 2. Provide additional protection according to manufacturer instructions.

1.5 EXISTING CONDITIONS

A. Field Measurements:

1. Verify field measurements prior to fabrication.
2. Connections to existing utility water mains indicated on drawings (if any) are shown only for the purpose of illustrating the general type of connection desired, and no assurance exists that such illustration can be followed precisely.

PART 2 PRODUCTS

2.1 WATER PIPING

A. PVC:

1. Non-toxic, polyvinyl compound meeting ASTM D1784.
2. Schedule 40 PVC

2.2 FIRE HYDRANTS

- #### **A. See Section 21 11 16, Facility Fire Hydrants.**

2.3 BEDDING AND BACKFILL MATERIAL

A. Bedding and Backfill:

1. Bedding: When required, bedding material shall consist of stone or recycled Portland cement concrete 6" thick. All materials shall comply with Section 1003.03 of LADOTD's Standard Specifications for Roads and Bridges, 2016 Edition.
2. Soil Backfill: In-situ soil with no rocks greater than 2 inches in diameter, frozen earth, or foreign matter.

2.4 PIPE TRACER WIRE

- #### **A. For all but directional drilling installation, use No. 12 AWG solid soft drawn copper having not less than 98 percent conductivity with NEC type THHN, THWN, or XHHW insulation jacket. For directional drilling installation, use No. 6 AWG stranded copper having not less than 98 percent conductivity with NEC type THHN, THWN, or XHHW insulation jacket. For splices, use direct bury kit DBY/DBR as manufactured by 3M, or approved equal.**

2.5 WATER SHUTOFF VALVES

A. Description:

1. Comply with AWWA C509.
2. Body: Ductile iron.
3. Seats: Resilient.
4. Disc and O-rings: EPDM
5. Stem:
 - a. Type: Non-rising.
 - b. Material: Bronze.
6. Operation:
 - a. Opening Direction: Counterclockwise.
 - b. Direct Burial Locations:
 - i. 2" square operating nut.
 - ii. Were depth of valve is too great for operation by standard wrench, provide suitable, permanently installed valve stem extension and guide.

- c. All except direct burial locations: Operating handwheel
- 7. Pressure Rating: 350 psig maximum working pressure
- 8. Coatings:
 - a. Comply with AWWA C550 NSF 61 fusion-bonded epoxy.
 - b. Application: Interior and exterior.
- 9. End Connections:
 - a. Direct burial locations: Mechanical joint.
 - b. All except direct burial locations: Flanged.
- 10. Bolts and Nuts:
 - a. Direct burial locations: Utilize "Corten" bolts or approved equal.
 - b. All except direct burial locations: All exposed nuts and bolts on the valve exterior must be 18-8 stainless steel.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that existing utility water main size, location, and invert are as indicated.
- B. Verify that elevations of existing facilities prior to excavation and installation of valves and hydrants are as indicated.

3.2 PREPARATION

- A. Locate, identify, and protect from damage utilities to remain.
- B. Do not interrupt existing utilities without permission and without making arrangements to provide temporary utility services.
 - 1. Notify Engineer and property owners not less than 2 days in advance of proposed utility interruption.
- C. Remove scale and dirt on inside and outside before assembly.

3.2 INSTALLATION

- A. Bedding:
 - 1. Excavation:
 - a. As specified in Section 31 23 16 - Trenching.
 - b. Hand trim for accurate placement of pipe to elevations as indicated.
 - 2. Dewater excavations to maintain dry conditions and to preserve final grades at bottom of excavation.
 - 3. Place bedding material at trench bottom, level fill materials in one continuous layer not exceeding 12 inches of compacted depth and compact to 95 percent of maximum density.
- B. Piping:
 - 1. Comply with AWWA C605 for installation of PVC piping and fittings.
 - 2. Handle and assemble pipe according to manufacturer instructions and as indicated.
 - 3. Avoid damage or shock in handling pipe and accessories. Inspect each length of pipe and reject any defective piece. Carefully protect pipe in place from damage or displacement until backfilling operations are complete.
 - 4. Route pipe in straight line, and re-lay pipe that is out of alignment or grade.
 - 5. High Points:
 - a. Install pipe with no high points.
 - b. If unforeseen field conditions arise that necessitate high points, install air-release valves as directed by Engineer.
 - 6. Prevent foreign material from entering pipe during placement.

7. Allow for expansion and contraction without stressing pipe or joints.
 8. Close pipe openings with watertight plugs during Work stoppages.
 9. Adjust pipe depth or alignment to accommodate valve, hydrant or fitting setting, and as necessary to meet tie in requirements or to avoid obstructions.
 10. Cover:
 - a. Establish elevations of buried piping as per the requirements in the Drawings.
 - b. Measure depth of cover from final surface grade to top of pipe barrel.
- C. Pipe Tracer Wire:
1. Install pipe tracer wire on all non-metallic pipe systems. Tape tracer wire to the top center of the pipe at intervals which prevent wire displacement during installation or backfilling operations. Stub tracer wire up 6 inches above finished grade at all valves and fire hydrants. Completed tracer wire is to be electrically continuous between stub-ups. For splices, use direct bury kits. After backfilling is complete, test electrical continuity of each tracer wire segment and provide test results to Owner and Engineer.
- D. Anchorage:
1. General: Anchorage detailed on Drawings, if any, represents minimum anchorage to be installed. Field conditions may require additional anchorage, and it is the Contractor's responsibility to recognize such additional requirements and to provide appropriate additional anchorage.
 2. Direct Burial Locations: Anchor all bends, valves, tees, fire hydrants, reducers and other points of unbalanced pressure as necessary to resist thrust at test and working pressures, with suitable allowance for water-hammer. Also anchor piping system installed on steep slopes where gravitational force might otherwise cause piping displacement. Accomplish anchorage by use of concrete or treated timber reaction bracing, metal tie rods and bands, and/or restrained joint systems. When using concrete reaction bracing, pour concrete against firm earth and allow it to cure for at least five days before placing main under pressure. Position concrete blocks or treated timbers of sufficient size to counteract the magnitude and direction of the resultant thrust force. Keep joints and hydrant drain openings clear and accessible. Provide special support blocks at plastic pipes according to manufacturer's recommendation. When using bands and tie rods in conjunction with reaction bracing, provide a separate band for each tie rod. Use corrosion resistant materials throughout. When using restrained joint systems, utilize methods and place these special joints at appropriate fittings and pipe joints in accordance with manufacturer's recommendations.
- E. Fire Hydrants:
1. Perform trench excavation, backfilling, and compaction as specified in Section 31 23 16 - Trenching.
 2. Install fire hydrants in conjunction with pipe laying.
 3. Orientation:
 - a. Set fire hydrants plumb.
 - b. Set fire hydrants with pumper nozzle facing roadway.
 - c. Set fire hydrants with centerline of pumper nozzle 18-20 inches above finished grade and with safety flange not more than 6 inches nor less than 3 inches above grade.
 4. After main-line pressure testing, flush fire hydrants and check for proper drainage.
- F. Pipe Connections: Make all pipe connections with standard factory fabricated fittings except where special connection details (if any) are shown on Drawings.
- G. Thrust Restraints: Install according to manufacturer's instructions.
- H. Backfilling:
1. Backfill around sides and to top of pipe as specified in Section 31 23 16 - Trenching.

3.3 TOLERANCES

- A. Install pipe to indicated elevation within tolerance of 3 inches.

3.4 FIELD QUALITY CONTROL

A. Line Cleaning

1. Avoid permitting dirt, rubbish, construction materials, etc. to enter lines and appurtenances during construction. Use whatever means are necessary to obtain a clean and internally smooth system.
2. Pass hard cover poly-pig along entire length of new waterline before testing at no direct cost.

B. Testing:

1. Pressure test piping system as specified in Section 33 05 05.31 – Hydrostatic Testing.
2. Compaction Testing of bedding material, if required, as specified in Section 31 23 16 – Trenching.

PART 4 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. The contract unit price for all Water Utility Distribution Piping shall include furnishing all labor, material, tools, equipment and any incidental items required to complete the work required by the plans and as specified.

4.2 PAYMENT

- A. Payment for the items listed below shall include all material, equipment, labor, and incidentals necessary to complete the work as shown on the drawings, and shall be paid under:

Item No.	Pay Items	Pay Units
WLH-01	Water Line Installation for Hydrant (PVC) (Includes all Fitting and Excavation)	Linear Foot
WLH-02	Fire Hydrant (Includes all Materials Needed for Proper Installation)	Each
WLH-03	8" Water Shutoff Valve & Valve Box Includes Labor, Materials, and Installation)	Each

END OF SECTION 33 13 00

SECTION 34 01 00

TRANSPORTATION MAINTENANCE SURFACING

SECTION 34 01 00
TRANSPORTATION MAINTENANCE SURFACING

PART 1 INTRODUCTION

1.1 SCOPE

- A. This work consists of furnishing and placing Traffic Maintenance Surfacing for all driveways, roadways, parking areas in the project area on an as needed basis.

PART 2 PRODUCTS

2.1 MATEIRALS

- A. Furnish any of the following types of materials complying with the following sections and subsections and in accordance with the following requirements. Other materials must be approved in advance by the engineer.

Stone	1003.01 & 1003.05.1
Recycled Portland Cement Concrete	1003.01.3.1 & 1003.05.1
Reclaimed Asphalt Pavement	1003.01.3.2 & 1003.05.3
Asphalt Concrete 1	502
Flowable Fill 2	710

¹ All asphalt mixes in Section 502 will be allowed for surfacing materials.

² Flowable fill surface shall meet the excavatable requirements of Table 710-1.

2.2 EQUIPMENT

- A. Furnish and maintain equipment necessary to produce a finished product meeting the requirements of these specifications. Obtain approval of equipment prior to use.

2.3 CONSTRUCTION REQUIREMENTS

- A. Satisfactorily place, shape, compact, and maintain areas requiring traffic maintenance surfacing. When directed, reuse the aggregate material at adjacent locations when the material can be reasonably shifted by blading. When directed, material shall be loaded, hauled, and reused. Unless otherwise directed by the project engineer, remove and dispose of traffic maintenance surfacing when no longer necessary. Dispose in accordance with Section 202.
- B. For mainline roadway, use traffic maintenance surfaces in accordance with Table 402-1 at the posted speed limit during construction. Aggregate surface is allowed only when all aggregate table criteria are met. Hard surface is required when any hard surface table criteria is met.
1. Hard surface will be either asphalt concrete or excavatable flowable fill with a minimum thickness of 6 inches. Surfacing shall be uniform and smooth. Surfacing shall meet a 1/2 inch longitudinal tolerance with a 10- foot static straight edge and shall properly drain. Asphalt concrete surfaces shall have a minimum of 89 percent of maximum dry density.
 2. Should a contractor's operation or sequence of construction extend the time an aggregate surface remains in place under traffic beyond four weeks, hard surfacing will be at no additional pay.

3. Should a contractor's operation or sequence of construction necessitate the use of aggregate in areas requiring hard surface, place the hard surface within 48 hours. Placement of aggregate surfacing in this case will be at no direct pay.
- C. For Non-Mainline Surfacing use either aggregate or hard surfacing for turnouts, drives, crossovers and other non-mainline segments of roadway. If using hard surfacing, it shall meet the requirements of 402.04.1.

Table 402-1
Mainline Traffic Maintenance Criteria

Surface Type	ADT	Posted Speed (mph)	Time Surfacing to Remain in Place Under Traffic
Aggregate	≤5000	≤45	≤4 weeks ¹
Hard Surface	>5000	>45	>4 weeks

¹ Time may be extended with approval of the Project Engineer.

PART 3 MEASUREMENT AND PAYMENT

3.1 MEASUREMENT

- A. Aggregate used for traffic maintenance surfacing will be measured at the point of delivery by the cubic yard in approved hauling vehicles in accordance with 109.01. No adjustment factor will be used.

3.2 PAYMENT

- A. Payment for traffic maintenance surfacing, maintained, will be made at the contract unit prices per cubic yard. Truck tickets will be required to be submitted to the Engineer for payment of this item. Payment will be made under:

Item No.	Pay Items	Pay Units
G-03	Traffic Maintenance Aggregate	Cubic Yard

END OF SECTION 01 71 13