

TECHNICAL SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

RECONSTRUCTION OF SEVENTH STREET  
FREMAUX AVENUE TO GAUSE BOULEVARD

CITY OF SLIDELL, LOUISIANA  
DEPARTMENT OF ENGINEERING

CITY OF SLIDELL PROJECT NO. 600 – 115  
CITY OF SLIDELL BID NO. 12 - B009



Prepared by:



**H. DAVIS COLE & ASSOCIATES, LLC**  
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**VOLUME 1: CONTRACT DOCUMENTS AND TECHNICAL  
SPECIFICATIONS  
AUGUST 2011**

**TABLE OF CONTENTS**

TABLE OF CONTENTS.....i thru ii

**DIVISION 00 – BIDDING AND CONTRACT DOCUMENTS**

INVITATION TO BID.....CD 1 – CD 2

BIDDER’S CHECK LIST ..... CD-3

BID FORM..... CD-4 – CD-8

BID BOND .....CD-9 – CD-10

AFFIDAVIT .....CD-11

CONTRACT.....CD-12 – CD-13

PERFORMANCE BOND.....CD-14 – CD-15

INSTRUCTIONS TO BIDDERS.....CD-16 – CD-19

GENERAL CONDITIONS,,,,,,,,,.....GC-1 – GC-36

**TABLE OF CONTENTS**  
**(continued)**

**TECHNICAL SPECIFICATIONS**

**DIVISION 01 – GENERAL REQUIREMENTS**

SECTION 01010 – SUMMARY OF WORK.....01010-1 THRU 01010-3

SECTION 01025 – MEASUREMENT AND PAYMENT.....01025-1

SECTION 01090 – REFERENCE STANDARDS.....01090-1 THRU 01090-2

SECTION 01300 – CONTRACTOR SUBMITTALS.....01300-1 THRU 01300-5

SECTION 01301 – SCHEDULE OF VALUES.....01301-1 THRU 01301-2

SECTION 01310 - BAR CHART CONSTRUCTION SCHEDULE.....01310-1 THRU 01310-3

SECTION 01400 – QUALITY CONTROL.....01400-1 THRU 01400-2

SECTION 01550 – SITE ACCESS AND STORAGE.....01550-1 THRU 01550-2

SECTION 01700 – PROJECT CLOSEOUT.....01700-1 THRU 01700-2

SECTION 02461 – ASPHALT ROADWAY RECONSTRUCTION...02461-1 THRU 02641-20

**ADVERTISEMENT FOR BIDS**

**RECONSTRUCTION OF SEVENTH STREET**

**SLIDELL JOB NO. 600-115**

**Bid No. 12-B009**

SEALED BIDS will be received by the City of Slidell at the Office of the Finance Director, 2045 2nd St., Suite 214, Slidell, Louisiana, until 10:00 A. M. Central Time on Tuesday, August 30<sup>th</sup>, 2011 for the above referenced project, for the CITY OF SLIDELL, LOUISIANA. Bids will be publicly opened and read aloud thereafter in the Slidell City Council Chambers. Any bid received after closing time will be returned unopened.

The Contractor shall hold a Louisiana Contractor's license in Municipal and Public Works Construction.

Each bid shall be accompanied by a bid bond, certified check or cashier's check for an amount equal to five percent (5%) of the total base bid. An executed affidavit must be submitted prior to bid award.

Contract Documents are on file at the office of the **Engineer** and are open for public inspection.

Contract Documents may be examined and secured by suppliers from the **Engineer, H. Davis Cole & Associates, 2321 North Hullen Street, Suite B, Metairie, LA, 70001, (504) 836-2020**, at 100 Dollars (\$100) per set. Checks should be made payable to the Engineer.

Only bids from contractors securing Contract Documents from the Engineer will be opened.

Bidders also have the option to review bid documents and submit bids electronically by visiting [www.bidsync.com](http://www.bidsync.com). Electronic bids will require a digital signature. You must register directly with Bidsync to utilize this service. You may also contact them at (800) 990-9339.

The signature on the bid must be that of an authorized representative of the corporation, partnership or other legal entity.

All applicable Federal, State, Local laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

All proposals, bids and applications are welcomed. The city encourages participation by Minority, Women-Owned, and Disadvantaged Business Enterprise firms.

Deposits are refundable to bonafide prime bidders and will be 50% refundable to all others with return of complete and unmarked documents no later than 10 days after receipt of Bids.

The bids shall be presented in a sealed envelope clearly marked:

SEALED BIDS: RECONSTRUCTION OF SEVENTH STREET  
SLIDELL JOB NO. 600-115  
LOUISIANA CONTRACTOR'S LICENSE NO.  
Bid No. 12-B009

Opening : DATE Tuesday, August 30, 2011  
10:00 A.M.

**A mandatory pre-bid meeting will be held on Tuesday, August 23, 2011 at 10:00 a.m. at 2045 Second Street, Slidell, La, in the Personnel Department Training Room. This meeting will include a visit to the project site. Only those bidders in attendance will be considered as responsive bidders for this project.**

The City of Slidell reserves the right to reject any or all bids and to waive informalities.

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Sharon Howes  
CITY OF SLIDELL  
Finance Director

Advertise 3 times in the St Tammany News:

Advertise: Friday, August 5, 2011  
Friday, August 12, 2011  
Friday, August 19, 2011

## **BIDDER'S CHECKLIST**

- Bid Forms including all unit prices and bid sheets. (Remember: In case of mathematical discrepancies the unit price shall take precedence – so check the unit prices and extensions carefully).
- Authorized signature of bidder on bid forms.
- Attestation clause signed and dated by authorized signatory of the bidder.
- Bid Bond or bid security.
- Bidder is advised to pay strict attention to bond requirements.
- Acknowledge all addenda.
- Contractor's name and license number on the outside of the envelope.
- Proper labeling as bid for the project on outside of the envelope.
- Delivered to the Office of the Finance Director.

**LOUISIANA UNIFORM PUBLIC WORKS BID FORM**

**TO: CITY OF SLIDELL  
P.O. BOX 828  
SLIDELL, LA 70459**

**BID FOR: RECONSTRUCTION OF 7<sup>TH</sup> STREET  
PROJECT NUMBER 600-115  
BID NUMBER 12-B009**

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: H. Davis Cole & Associates, LLC and dated: August 5,2011

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

No. \_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_ Dated: \_\_\_\_\_

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

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

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

**Alternate No. 1** (*Owner to provide description of alternate and state whether add or deduct*) for the lump sum of:  
Alternate Roadway Section (additive) \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

**Alternate No. 2** (*Owner to provide description of alternate and state whether add or deduct*) for the lump sum of:  
\_\_\_\_\_ XXXXXXXX \_\_\_\_\_ Dollars (\$ X \_\_\_\_\_)

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

**NAME OF BIDDER:** \_\_\_\_\_

**ADDRESS OF BIDDER:** \_\_\_\_\_

**LOUISIANA CONTRACTOR'S LICENSE NUMBER:** \_\_\_\_\_

**NAME OF AUTHORIZED SIGNATORY OF BIDDER:** \_\_\_\_\_

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*:** \_\_\_\_\_

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

\* The Unit Price Form shall be used, as this contract includes unit prices.

\*\* If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A)(1)(c) or RS 38:2212(O) .

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

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

**TO: CITY OF SLIDELL**  
**P.O. BOX 828**  
**SLIDELL, LA 70459**

**BID FOR: RECONSTRUCTION OF 7<sup>TH</sup> STREET**  
**PROJECT NUMBER 600-115**  
**BID NUMBER 12-B009**

**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: Removal and Disposal of Existing Asphaltic Concrete Pavement (Variable Thickness)				<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
B - 001	9,000	SQ YD		

DESCRIPTION: General Excavation				<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
B - 002	6,000	CU YD		

DESCRIPTION: Embankment				<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
B - 003	1,000	CU YD		

DESCRIPTION: Geotextile Fabric				<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
B - 004	9,500	SQ YD		

DESCRIPTION: Erosion Control Measures				<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
B - 005	1	LUMP SUM		

DESCRIPTION: Class II Base Course, 12" Thick				<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
B - 006	9,000	SQ YD		

DESCRIPTION: Scarifying and Compacting Road Bed				<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
B - 007	9,000	SQ YD		

DESCRIPTION: Asphaltic Concrete Binder Course, 5" Thick				<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
B - 008	3,000	TONS		

DESCRIPTION: Asphaltic Concrete Wearing Course, 3" Thick				<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
B - 009	1,600	TONS		

DESCRIPTION: 15" RCP Drain Line				<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
B - 010	270	LF		

DESCRIPTION: Catch Basin (Drop Inlets)				<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
B - 011	2	EA		

DESCRIPTION: Concrete Walks, Drives, and Incidental Paving				<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
B - 012	600.00	SY		

DESCRIPTION: Adjusting Manholes				<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
B - 013	8	EA		

DESCRIPTION: Adjusting Drop Inlets				<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
B - 014	8	EA		

DESCRIPTION: Adjusting Water Valve Box				<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
B - 015	5	EA		

DESCRIPTION: Temporary Traffic Controls				<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
B - 016	1	LUMP SUM		

DESCRIPTION: Mobilization				<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
B - 017	1	LUMP SUM		

DESCRIPTION: Traffic Signs and Devices				<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
B - 018	1	LUMP SUM		

DESCRIPTION: Raised Pavement Markers				<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
B - 019	1	LUMP SUM		

DESCRIPTION: Thermoplastic Pavement Markers				<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
B - 020	1	LUMP SUM		

DESCRIPTION: Construction Layout				<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
B - 021	1	LUMP SUM		

DESCRIPTION: Sawcutting Pavement				<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
B - 022	1	LUMP SUM		

DESCRIPTION: Water Connections				<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
B - 023	5	EA		

DESCRIPTION: Sewer House Connections				Base Bid or <input type="checkbox"/> Alt. # _____
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
B - 024	5	EA		

DESCRIPTION: Reconstruction of Asphalt Driveways				Base Bid or <input type="checkbox"/> Alt. # _____
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
B - 025	600	SY		

DESCRIPTION: Deduct 6" of Class II Base Course (Deductive Alternate Item)				<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt. # __1__
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
A - 001	9,000	SQ YD		

DESCRIPTION: Deduct 1" of Asphaltic Concrete Binder Course (Deductive)				<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt. # __1__
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
A - 002	500	TONS		

DESCRIPTION: Granular Fill - 12" Thickness (Additive)				<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt. # __1__
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
A - 003	9,000	SQ YD		

DESCRIPTION: Additional General Excavation (Additive)				<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt. # __1__
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
A - 004	1,200	CU YD		

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

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

\_\_\_\_\_

as Principal, and \_\_\_\_\_

as Surety, are hereby held and firmly bound unto

\_\_\_\_\_ as OWNER in the penal sum of

\_\_\_\_\_ for the payment of which,

well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2011. The Condition of the above obligation is such that whereas the Principal has submitted to

\_\_\_\_\_ a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

\_\_\_\_\_

\_\_\_\_\_

NOW, THEREFORE,

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

The Surety, for value received hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the

time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

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

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

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

NOTE: Surety bonds shall be procured according to Louisiana State Law. Any surety bond written for a public works project shall be written by a surety or insurance company currently on the U. S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A. M. Best's Key Rating Guide to write individual bonds up to ten percent of policyholders' surplus as shown in the A. M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

**AFFIDAVIT**

STATE OF LOUISIANA

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

BEFORE ME, the undersigned authority personally came and appeared,  
\_\_\_\_\_, who after first being sworn, deposes and  
says: that he is \_\_\_\_\_ (a partner of the firm of, etc.)

\_\_\_\_\_. The party making the foregoing Proposal or  
bid; that such bid is genuine and not collusive or a sham; that said bidder has not  
colluded, conspired, connived, or agreed directly or indirectly, with any bidder or person  
to put in a sham bid, or that such other person shall refrain from bidding, and has not in  
any manner, directly or indirectly, sought by agreement, or collusion, or communication  
or conference with any person to fix the bid price of affiance or any other bidder, or  
to fix any overhead profit or cost element of said bid price or that of any other bidder, or  
to secure any advantage against THE CITY OF SLIDELL, State of Louisiana, (Owner),  
or any person interested in the proposed Contract; and that all statements contained in  
said proposal or bid, or the contents thereof, or divulged information or data relative  
hereto to any association or any member or agent thereof, are true.

\_\_\_\_\_

SWORN TO AND SUBSCRIBED

BEFORE ME ON THIS \_\_\_\_\_

DAY OF \_\_\_\_\_, 2011

\_\_\_\_\_  
(Notary Public)

My commission expires \_\_\_\_\_.

**CONTRACT FORM**  
**FOR**  
**RECONSTRUCTION OF SEVENTH STREET**  
**CITY OF SLIDELL, LOUISIANA**  
**SLIDELL JOB NO. 600-115**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2011 at the City of Slidell, Parish of St. Tammany, State of Louisiana by and between the Mayor and City Council of the City of Slidell, Parish of St. Tammany, State of Louisiana, hereinafter called "Owner" and \_\_\_\_\_, hereinafter called the "Contractor."

WITNESSETH THAT, the Owner and Contractor do mutually agree as follows:

1. In consideration of the price for the work herein specified in the bid proposal to be paid by the Owner to the Contractor at the time and in a manner hereinafter provided, the Contractor does hereby agree to construct complete in every detail as follows:

**RECONSTRUCTION OF SEVENTH STREET**  
**CITY OF SLIDELL, LOUISIANA**  
**SLIDELL JOB NO. 600-115**

in compliance with the Advertisement of Bids, Proposal Form, Contract, Performance Bond, General Conditions, Specifications, Plans, and such Addenda thereto as may be issued prior to execution of this Contract, all in a thorough and workmanlike manner.

2. This price shall include the cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, transportation, and other accessories and services necessary to complete this project, in accordance with the Contract Documents.
3. The Contractor shall commence work under this Contract within **ten (10) days** from the date of the written "Order to Proceed" issued by the Owner. The Contractor shall complete all work under the Contract within **NINETY (90) calendar days** from the date of the "Order to Proceed." The Owner has determined, and the Contractor agrees, that the liquidated damages for a delay in completion of this Contract will be **One Hundred Fifty Dollars (\$150.00)** per calendar day in excess of the stated time of completion.
4. That upon satisfactory completion of the work and approval by the Engineer, the Owner will issue a written acceptance of the work to the Contractor, who will immediately thereafter file same with the Recorder of Mortgages in St. Tammany Parish.
5. A retainage of ten percent (10%) shall be withheld from each progress payment. Upon successful clearance of the lien, the Contractor shall submit a final invoice, with the clear lien certificate, for payment by the Owner in accordance with invoice payment procedures outlined in Article 14.13 Final Payment. The retainage amount for contracts \$500,000.00 or greater shall be five percent (5%).

6. The Owner agrees to pay the Contractor for the performance of the Contract as provided in the Specifications, and to make monthly payments on account thereof provided in the General Conditions. The contract amount, as presented in bid by Contractor, is \$ \_\_\_\_\_  
\_\_\_\_\_.
7. Owner and Contractor specifically agree and declare that Owner shall be deemed and considered the statutory employer of Contractor's employees.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in **six (6)** original counterparts on the day and year first hereinabove written.

WITNESSES:

	Contractor
	Signature
	Title

WITNESSES:

	CITY OF SLIDELL Owner
	Signature
	Mayor Title

**PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: That we (1) \*

\_\_\_\_\_ and (2) \*

\_\_\_\_\_ hereinafter called "Principal" and (3) \*

\_\_\_\_\_ a Surety Company  
authorized to do and doing business in the State of Louisiana, hereinafter called  
"Surety" are held and firmly bound unto the Mayor of the City of Slidell, Louisiana,  
hereinafter called "Owner" in penal sums of

\_\_\_\_\_ dollars  
(\$ \_\_\_\_\_) Performance Bond and \_\_\_\_\_ dollars  
(\$ \_\_\_\_\_) Payment Bond in lawful money of the United States, for the payment of  
which sum well and truly to be made, we bind ourselves, our heirs, executors,  
administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, whereas, the Principal entered  
into a certain contract with the Owner dated the \_\_\_\_\_ day of \_\_\_\_\_,  
2011, a copy of which is hereto attached and made a part hereof for the furnishing of:

PROJECT  
SLIDELL JOB NO. 600-115

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all  
the undertakings, covenants, terms, conditions and agreements of said contract during  
the original term thereof which may be granted by the owner, with or without notice to  
the Surety, and if he shall satisfy all claims and demands incurred under such contract,  
and shall fully indemnify and save harmless the Owner from all costs and damages  
which it may suffer by reason of failure to do so, and shall reimburse and repay the  
Owner all outlay and expense which the Owner may incur in making good any default,  
and shall promptly make payment to all persons, firms, subcontractors, and  
corporations furnishing materials for or performing labor in the prosecution of the work  
provided for in such contract, and any authorized extension or modification thereof,  
including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs  
on machinery, equipment, and tools, consumed or used in connection with the  
prosecution of such work, and all insurance premiums on said work whether by  
subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full  
force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and  
agrees that no change, extension of time, alterations or addition to the terms of the  
contract or to the work to be performed thereunder or the specifications accompanying  
the same shall in anywise affect its obligation on this bond, and it does hereby waive

notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work of the Specifications.

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

IN WITNESS WHEREOF, this instrument is execute in **Six (6)** originals each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

ATTEST: \_\_\_\_\_  
(Principal Secretary)

\_\_\_\_\_  
Principal

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

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

ATTEST: \_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Witness as to Surety

BY: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

NOTE: DATE OF BOND MUST NOT BE PRIOR TO DATE OF THIS AGREEMENT.

- \* 1. Correct name of Contractor.
- \* 2. A Corporation, a partnership, or an Individual, as case may be.
- \* 3. Correct name of Surety.

## **INSTRUCTIONS TO BIDDERS**

### **1. DEFINED TERMS**

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

### **2. QUALIFICATIONS OF BIDDERS**

To demonstrate his qualifications for the Project, each Bidder must be prepared to submit within five days of Owner's request written evidence of the types set forth in the Supplementary Conditions or General Conditions, such a financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located.

### **3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

3.1 Before submitting his Bid, each bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect performance of the Work, (c) familiarize himself with Federal, State and local laws, ordinances, rules and regulations affecting performance of the Work; and (d) carefully correlate his observations with the requirements of the Contract Documents.

#### **3.2 NOT USED**

3.3 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 3.

### **4. INTERPRETATIONS**

All questions about the meaning or intent of the Contract Documents shall be submitted to Engineer in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the bidding documents. Questions received less than five days prior to the date of opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

### **5. BID SECURITY**

The amount and type of Bid Security is stated in the Invitation to bid. The required security must be in the form of a certified or bank cashier's check made payable to Owner or a bid bond issued by a surety licensed to conduct business in the state. Surety bonds shall be procured according to Louisiana State Law. Any surety bond written for a public works project shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A rating in the latest printing of the A. M. Best's Key Rating Guide to write individual bonds up to ten percent of policyholders' surplus as shown in the A. M. Best's Key Rating Guide. The Bid Security of the successful Bidder will be retained until he has executed the Agreement and

furnished the required Contract Security, whereupon it will be returned; if he fails to execute Security within 10 days of the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom the Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the executed Agreement is delivered by Owner to Contractor and the required Contract Security is furnished or the sixty-first day after the Bid opening. Bid Security of other Bidders will be returned within seven days of the Bid opening.

## 6. CONTRACT TIME

6.1 The number of days for the completion of Work (the Contract Time) is set forth in the Bid Form and will be included in the executed Agreement. Any provisions for liquidated damages are set forth in the Contract Documents. The contract time is established in calendar days.

6.2 If Work cannot proceed due to weather or other conditions not under the control of the contractor for 65% or more of the normal work day, then that day shall not be counted toward the contract time.

## 7. SUBCONTRACTORS, ETC.

7.1 If the Supplementary Conditions or Specifications require the identity of certain Subcontractors and other persons and organizations to be submitted to Owner in advance of the Notice of Award, the apparent low Bidder, any other Bidder so requested, will within seven days after the day of the Bid opening submit to Owner a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work as to which such identification is so required. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person and organization if requested by Owner. If Owner or Engineer after due investigation has reasonable objection to any proposed Subcontractor, other person or organization, he may before giving the Notice of Award request the apparent low Bidder to submit an acceptable substitute without an increase in his Bid price. If the apparent low Bidder declines to make any such substitution, he will not thereby sacrifice his Bid Security. Any Subcontractor, other person or organization so listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer.

7.2 In contracts where the Contract Price is on the basis of Cost of the Work Plus a Fee, Contractor, prior to the Notice of Award, must identify in writing the Owner those portions of the Work that he proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with Owner's written consent.

7.3 Contractor shall not be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

## 8. BID FORM

8.1 The Bid Form is included in the Contract Documents; additional copies may be obtained from Engineer.

8.2 Bid Forms must be completed legibly in ink or by computer. The Bid price of each item on the form must be stated in numerals. In case of mathematical discrepancies the unit price shall take precedence. When the bid price is requested in words and figures, this shall be done. In case of a discrepancy in these prices, the words shall take precedence.

8.3 The authority of the person submitting the bid shall be deemed sufficient and acceptable provided that any of the following conditions are met:

1. The signature on the bid is that of any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the bid is that of any member of a partnership or partnership in commendam listed in the most current partnership records on file with the secretary of state; or
2. The signature on the bid is that of an authorized representative of the corporation, partnership, or other legal entity and the bid is accompanied by a corporate resolution, certification as to the corporate principal, or other documents indicating authority which are acceptable by the City; or
3. The corporation, partnership, or other legal entity has filed in the appropriate records of the secretary of state, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all persons authorized to submit bids for public contracts.

8.4 Bids by partnerships must be executed in the partnership name and signed by a partner, his title must appear under this signature and the official address of the partnership must be shown below the signature.

8.5 All names must be typed or printed below the signature.

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

8.7 An executed affidavit, contained in the contract documents, shall be submitted prior to bid award.

## 9. SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Invitation for Bid and shall be submitted in an opaque sealed envelope, marked with the Project title, name and address of the Bidder, Contractor's license number for state in which the work is to be done, and accompanied by the Bid Security and other required documents.

## 10. MODIFICATION AND WITHDRAWAL OF BIDS

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

## 11. OPENING OF BIDS

Bids shall be opened as indicated in the Invitation to Bid.

## 12. BIDS TO REMAIN OPEN

All Bids shall remain open for the period of time stated in the Bid Form after the day of the Bid Opening, but Owner may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

### 13. AWARD OF CONTRACT

13.1 Owner reserves the right to reject any and all Bids and Waive any and all informalities, and the right to disregard all nonconforming or conditional Bids or counter proposals.

13.2 In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid forms. He may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

13.3 If a contract is to be awarded, it will be awarded to the lowest responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project and the Owner.

13.4 If the contract is awarded, Owner will give the apparent successful Bidder a Notice of Award within the time period specified for the Bid to be binding in the Bid Form.

13.5 Simultaneously with delivery of the executed counterparts the agreement to Owner, Contractor shall deliver to Owner the required Contract Security.

13.6 Bids may be rejected if conditions described in Act No. 864 of House Bill 1490 or Act No. 945 of House Bill 1292 are discovered.

13.7 As required by LA. R.S. 38:2227 (past criminal convictions of bidders), an attestation clause must be submitted with each bid, signed and dated by an authorized signatory of the bidder.

13.8 If any city permits are required for construction, associated permits fees will not be assessed for this project.

## GENERAL CONDITIONS

### **ARTICLE 1--DEFINITIONS**

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

**ADDENDA**--Addenda include additions and changes to plans or specifications issued by the Engineer prior to the reception of bids, and must be considered by the Contractor as a part of the original plans and specifications. Upon signing of the Contract, all Addenda will be included as a part of the contract documents.

**ADVERTISEMENT**--The advertisement published by the Owner giving notice of a request for bids.

**AGREEMENT**--The written agreement between Owner and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement.

**APPLICATION FOR PAYMENT**--The form furnished by Engineer which is to be used by Contractor in requesting progress payments and which is to include the schedule of values required by Paragraph 14.1 and an affidavit of Contractor that progress payments theretofore received on account of the Work have been applied by Contractor to discharge in full all of Contractor's obligations reflected in prior Applications for Payment.

**BID**--The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

**BIDDER**--Any person, firm or corporation submitting a Bid for the Work.

**BONDS**--Bid, performance and payment bonds and other instruments of security, furnished by Contractor and his surety in accordance with the Contract Documents.

**CHANGE ORDER**--A written order to Contractor signed by Owner authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

**CONTRACT DOCUMENTS**--The Agreement, Addenda (whether issued prior to the opening of Bids or the execution of the Agreement), Instructions to Bidders, Contractor's Bid, the Bonds, the Notice of Award, these General Conditions, the Supplementary Conditions, the Specifications, Drawings, Modifications, and Change Orders.

**CONTRACT PRICE**--The total monies payable to Contractor under the Contract Documents.

**CONTRACT TIME**--The number of days stated in the Agreement for the completion of the work, computed as provided in Paragraph 17.2.

**CONTRACTOR**--The person, firm or corporation with whom Owner has executed the Agreement.

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

**DRAWINGS**--The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by Engineer and are referred to in the Contract Documents.

**ENGINEER**--The person, firm or corporation named as such in the Agreement.

**FIELD ORDER**--A written order issued by Engineer which clarifies, or interprets the Contract Documents in accordance with Paragraph-9.3 or orders minor changes in the Work in accordance with Paragraph 10.2.

**MODIFICATION**--(a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation issued by Engineer in accordance with Paragraph 9.3 or (d) a written order for a minor change or alteration in the Work issued by Engineer pursuant to Paragraph 10.2. A Modification may only be issued after execution of the Agreement.

**NOTICE OF AWARD**--The written notice by Owner to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified; Owner will execute and deliver the Agreement to him.

**NOTICE TO PROCEED**--A written notice given by Owner to Contractor (with a copy to Engineer) fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform his obligations under the Contract documents.

**OWNER**--A public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

**PLANS**--The Plans, cross sections, working drawings and supplemental drawings, or exact reproductions thereof, which show the locations, character, dimensions, and details of the work to be done, and which are to be considered as a part of the contract, supplementary to these specifications.

**PROJECT**--The entire construction to be performed as provided in the Contract Documents.

**RESIDENT PROJECT REPRESENTATIVE**--The authorized representative of Engineer who is assigned to the Project site or any part, thereof.

**SHOP DRAWINGS**--All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by Contractor, Sub-contractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work.

**SPECIFICATIONS**--Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work. The Specifications shall be considered to generally include, but not limited to, the contract documentation forms, the general conditions, supplemental conditions, technical specifications, and any addenda.

**SUBCONTRACTOR**--An individual, firm or corporation having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

**SUBSTANTIAL COMPLETION**--The date as certified by the engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there be no such certification, the date when final payment is due in accordance with Paragraph 14.13.

**WORK**--Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by Contractor per the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

## **ARTICLE 2--PRE-CONSTRUCTION PROVISIONS**

### **2.0 Award of Contract**

The award of the Contract, if it be awarded, will be by the Owner to the lowest responsible Bidder whose Proposal shall have complied with all the requirements necessary to render it formal. The successful Bidder will be notified by telegram or letter mailed to the address shown on his Proposal that his bid has been accepted and that he has been awarded the Contract. No award will be made to any Contractor until their bond and insurance requirements are made satisfactory to the Owner.

### **EXECUTION OF AGREEMENT:**

- 2.1 At least the number of counterparts specified in the contract form of the Agreement and such other Contract Documents as practicable will be executed and delivered by Contractor to Owner within fifteen days of the Notice of Award; and Owner will execute and deliver one counterpart to Contractor within ten days of receipt of the executed Agreement from Contractor. Engineer will identify those portions of the Contract Documents not so signed and such identification will be binding on all parties. Owner, Contractor and Engineer shall each receive an executed counterpart of the Contract Documents and additional confirmed copies as required.

### **DELIVERY OF BONDS:**

- 2.2 When he delivers the executed Agreements to Owner, Contractor shall also deliver to Owner such Bonds as may be required in accordance with Paragraph 5.1.

### **COPIES OF DOCUMENTS:**

- 2.3 Owner shall furnish to Contractor up to three (3) copies (unless otherwise provided in the Supplementary Conditions) of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction.

### **CONTRACTOR'S PRE-START REPRESENTATIONS:**

- 2.4 Contractor represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. Contractor also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the General Conditions of the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

### **COMMENCEMENT OF CONTRACT TIME: NOTICE TO PROCEED:**

- 2.5 The Contract Time will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the day on which Owner delivers the executed Agreement to Contractor.

## **STARTING THE PROJECT:**

- 2.6 Contractor shall start to perform his obligations under the Contract Documents within ten (10) days of the date when the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract Time commences to run.

## **BEFORE STARTING CONSTRUCTION:**

- 2.7 Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to Engineer any conflict, error or discrepancy which he may discover; however, he shall not be liable to Owner or Engineer for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications.
- 2.8 Within ten (10) days of delivery of the executed Agreement by Owner to Contractor, Contractor shall submit to Engineer for approval, an estimated progress schedule indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions.
- 2.9 Before starting the Work at the site, Contractor shall furnish Owner and Engineer certificates of insurance as required by Article 5. Within twenty (20) days after delivery of the executed Agreement by Owner to Contractor, but before starting the Work at the site, a conference will be held to review the above schedules, to establish procedures for handling Shop Drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be Owner or his representative, Engineer, Resident Project Representatives, Contractor and his Superintendent.

## **ARTICLE 3--CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS**

- 3.1 It is the intent of the Contract Documents to describe the work. The work to be done under the Contract shall consist of the complete construction of each and every unit described in the plans, these General Specifications, the Construction Specifications, the Special Provisions, Contract and Notice to Contractors, together with all authorized alterations. The Contractor shall furnish and provide, unless definitely and expressly stated to the contrary in the Proposal and Special Provisions or the Plans, all materials, implements, machinery, equipment, tools, supplies, transportation and labor necessary to the prosecution and completion of the Work. Should any discrepancies exist between the Drawings and the Specifications, or any part of either or should any parts of the Specifications or of the Contract be ambiguous or doubtful, the Engineer shall decide as to the true intent and meaning. Any work necessary to be performed after regular working hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner. The work shall be scheduled to be performed on a standard Monday through Friday work week.
- 3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If Contractor finds a conflict, error or discrepancy in the Contract Documents, he shall call it to Engineer's attention in writing at once and before proceeding with the Work affected thereby; however, he shall not be liable to Owner or Engineer for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings. In

resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order:

Agreement, Modifications, Addenda, Supplementary Conditions Instructions to Bidders, General Conditions, Specifications and Drawings. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings. Any work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

## **ARTICLE 4--AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS**

### **AVAILABILITY OF LANDS:**

- 4.1 Owner shall furnish, as indicated in the Contract Documents and not later than the date when needed by Contractor, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by Owner, unless otherwise specified in the Contract Documents. If Contractor believes that any delay in Owner's furnishing these lands or easements entitles him to an extension of the Contract Time, he may make a claim therefore as provided in Article 12. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### **PHYSICAL CONDITIONS--SURVEYS AND REPORTS**

- 4.2 The Engineer shall provide, upon request available surveys and investigation reports of subsurface and latent physical conditions at the Project site which have been relied upon by Engineer in preparation of the Drawings and Specifications.

### **UNFORSEEN PHYSICAL CONDITIONS**

- 4.3 Contractor shall promptly notify Owner and Engineer in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents or anticipated in the design of the Project. Engineer will promptly investigate those conditions and advise Owner in writing if further surveys or subsurface tests are necessary. Promptly thereafter, Owner shall obtain the necessary additional surveys and tests and furnish copies to Engineer and Contractor. If Engineer finds that the results of such surveys or tests indicated that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by Contractor, a Change Order shall be issued incorporating the necessary revisions. Any claims for additional time or compensation as a result of any latent condition shall be presented to the Owner and Engineer promptly in writing.

### **REFERENCE POINTS**

- 4.4 Owner shall provide engineering surveys for construction to establish reference points which in his judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for surveying and laying out the Work (unless otherwise provided), and shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of Owner. He shall report to

Engineer whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. Contractor shall replace and accurately relocate all reference points so lost, destroyed, or moved.

## **ARTICLE 5--BONDS AND INSURANCE**

### **PERFORMANCE, PAYMENT AND OTHER BONDS**

- 5.1 Contractor shall furnish performance and payment Bonds as security for the faithful performance and payment of all his obligations under the Contract Documents. These Bonds shall be in amounts at least equal to the Contract Price, and (except as otherwise provided) in such form and with such sureties as are licensed to conduct business in the state where the Project is located and are named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U. S. Treasury Department, or by a Louisiana domiciled insurance company with at least an A rating in the latest printing of A. M. Best's Key Rating Guide and in accordance with Louisiana R. S. 38:2219.
- 5.2 If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located is revoked, Contractor shall within five days thereafter substitute another Bond and surety, both of which shall be acceptable to Owner.

### **CONTRACTOR'S LIABILITY INSURANCE**

- 5.3 Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom--any or all of which may arise out of or result from Contractor's operations under the Contract Documents, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall include the specific coverages and be written for not less than any limits of liability and maximum deductibles specified in the Supplementary Conditions or General Conditions or required by law, whichever is greater, shall include contractual liability insurance and shall include Owner and Engineer as additional insured parties. Before starting the work, Contractor shall file with Owner and Engineer, certificates of such insurance acceptable to Owner; these certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least fifteen days prior written notice has been given to Owner and Engineer.

### **OWNER'S LIABILITY INSURANCE**

- 5.4 Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract Documents.

## **PROPERTY INSURANCE**

- 5.5 Unless otherwise provided, Owner shall purchase and maintain property insurance upon the project to the full insurable value thereof. The insurance shall include the interests of Owner, Contractor and Subcontractors in the Work, shall insure against the periods of Fire, Extended Coverage, vandalism and Malicious Mischief and such other perils as may be specified in the Supplementary Conditions or General Conditions and shall include damages, losses and expenses arising out of or resulting from any insured loss; or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys and other professionals).
- 5.6 Owner shall purchase and maintain such steam boiler and machinery insurance as may be required by the Supplementary Conditions or by law. This insurance shall include the interests of Owner, Contractor and Subcontractors in the Work.
- 5.7 Any insured loss under the policies of insurance required by Paragraphs 5.5 and 5.6 is to be adjusted with Owner and made payable to Owner as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage.
- 5.8 Not Used
- 5.9 Not Used
- 5.10 Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under Paragraphs 5.5 through 5.11, inclusive. Contractor shall require similar waivers by Subcontractors in accordance with Paragraph 6.12.
- 5.11 Not Used

## **ADDITIONAL BONDS AND INSURANCE**

- 5.12 Prior to delivery of the executed Agreement by Owner to Contractor, Owner may require Contractor to furnish such other Bonds and such additional insurance, in such form and with such sureties or insurers as Owner may require. If such other Bonds or such other insurance are specified by written instructions given prior to opening of Bids, the premiums shall be paid by Contractor; if subsequent thereto, they shall be paid by Owner (except as otherwise provided in Paragraph 6.7). Maintenance bonds as provided in Section 14.17 shall be provided to the Owner at the completion of the project and at Contractor's expense.

## **ARTICLE 6--CONTRACTOR'S RESPONSIBILITIES**

### **SUPERVISION AND SUPERINTENDENCE:**

- 6.1 Contractor shall supervise and direct the Work efficiently and with his best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but he shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

- 6.2 Contractor shall keep on the work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.

**LABOR, MATERIALS AND EQUIPMENT:**

- 6.3 Contractor shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the Contract Documents. He shall at all times maintain good discipline and order at the site.
- 6.4 Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the work.
- 6.5 All materials and equipment shall be new, except as Otherwise provided in the Contract Documents. If required by Engineer, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- 6.6 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.

**SUBSTITUTE MATERIALS OR EQUIPMENT:**

- 6.7 If the General Conditions of the Specifications, law, ordinance, or applicable rules or regulations permit Contractor to furnish or use a substitute that is equal to any material or equipment specified, and if Contractor wishes to furnish or use a proposed substitute, he shall, prior to the conference called for by Paragraph 2.9 (unless another time is provided in the General Conditions), make written application to Engineer for approval of such a substitute certifying in writing that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified; stating whether or not its incorporation in or use in connection with the Project is subject to the payment of any license fee or royalty; and identifying all variations of the proposed substitute from that specified and indicating available maintenance service. No substitute shall be ordered or installed without the written approval of Engineer who will be the judge of equality and may require Contractor to furnish such other data about the proposed substitute as he considers pertinent. No substitute shall be ordered or installed without such performance guarantee and bonds as Owner may require which shall be furnished at Contractor's expense.

**CONCERNING SUBCONTRACTORS:**

- 6.8 Contractor shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom Owner or Engineer may have reasonable objection. A Subcontractor or other person or organization identified in writing to Owner and Engineer by Contractor prior to the Notice of Award and not objected to in writing by Owner or Engineer prior to the Notice of Award will be deemed acceptable to Owner and Engineer. Acceptance of any Subcontractor, other person or organization by Owner or Engineer shall

not constitute a waiver of any right of Owner or Engineer to reject defective Work or Work not in conformance with the Contract Documents. If Owner or Engineer after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by Contractor after the Notice of Award, Contractor shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order shall be issued. Contractor shall not be required to employ any Subcontractor, other person or organization against whom he has reasonable objection. Contractor shall not without the consent of Owner and Engineer make any substitution for any Contractor, other person or organization who has been accepted by Owner and Engineer unless Engineer determines that there is good cause for doing so.

- 6.9 Contractor shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between Owner or Engineer and any Subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of Owner or Engineer to pay or to see to the payment of any monies due any Subcontractor or other person or organization, except as may otherwise be required by law. Owner or Engineer may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to Contractor on account of specific Work done in accordance with the schedule of values.
- 6.10 The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.
- 6.11 Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of Owner.
- 6.12 All work performed for Contractor by a Subcontractor shall be pursuant to an appropriate agreement between Contractor and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance provided in accordance with Paragraphs 5.5 through 5.11, inclusive, Contractor shall pay each Subcontractor a just share of any insurance monies received by Contractor under Paragraphs 5.5 through 5.11, inclusive.

#### **PATENT FEES AND ROYALTIES:**

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

in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

**PERMITS:**

- 6.14 Contractor shall obtain and pay all construction permits and licenses and shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall also pay all public utility charges.

**LAWS AND REGULATIONS:**

- 6.15 Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If Contractor observes that the Specifications or Drawings are at variance therewith, he shall give Engineer prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to Engineer, he shall bear all costs arising therefrom; however, it shall not be his primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

**TAXES:**

- 6.16 Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place where the Work is to be performed.

**USE OF PREMISES:**

- 6.17 Contractor shall confine his equipment, the storage of materials and equipment and the operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment.
- 6.18 Contractor shall not load nor permit any part of any structure to be loaded with weights that will endanger the structure, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

**RECORD DRAWINGS:**

- 6.19 Contractor shall keep on record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to Engineer and shall be delivered to him for Owner upon completion of the Project.

**SAFETY AND PROTECTION:**

- 6.20 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- 6.20.1 All employees on the Work and other persons who may be affected thereby,
- 6.20.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

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

Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for its safety and protection. He shall notify owners of adjacent utilities when prosecution of the Work may affect them. All damages, injury or loss to any property referred to in Paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in a whole or in part, by Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by Contractor; except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.13 that Work is acceptable and complete.

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

#### **EMERGENCIES:**

6.22 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, Contractor without special instruction or authorization from Engineer or Owner, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He shall give Engineer prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If Contractor believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim thereof as provided in Articles 11 and 12.

#### **SHOP DRAWINGS AND SAMPLES:**

6.23 After checking and verifying all field measurements, Contractor shall submit to Engineer for approval, in accordance with the accepted schedule of Shop Drawings submissions (see Paragraph 2.8), five copies (or Engineer's option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of Contractor and identified as Engineer may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable Engineer to review the information as required.

6.24 Contractor shall also submit to Engineer for approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of Contractor, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

- 6.25 At the time of each submission, Contractor shall in writing call Engineer's attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.
- 6.26 Engineer will review and approve with reasonable promptness Shop Drawings and samples, but his review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The Approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make any corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and re-submit new samples until approved. Contractor shall direct specific attention in writing or on re-submitted Shop Drawings to revisions other than the corrections called for by Engineer on previous submissions. Contractor's stamp of approval on any Shop Drawing or sample shall constitute a representation to Owner and Engineer that Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawing or sample with the requirements of the work and the Contract Documents.
- 6.27 Where a Shop Drawing or sample submission is required by the Specifications, no related Work shall be commenced until the submission has been approved by Engineer. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by Contractor at the site and shall be available to Engineer.
- 6.28 Engineer's approval of Shop Drawings or sample shall not relieve Contractor from his responsibility for any deviations from the requirements of the Contract Documents, unless Contractor has in writing called Engineer's attention to such deviation at the time of submission and Engineer has given written approval to the specific deviation, nor shall any approval by Engineer relieve Contractor from responsibility for errors or omissions in the Shop Drawings.

#### **CLEANING:**

- 6.29 Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work, and at the completion of the Work he shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by Owner. Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

#### **INDEMNIFICATION:**

- 6.30 Contractor shall indemnify and hold harmless Owner and Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder.

- 6.31 In any and all claims against Owner or Engineer or any of their agents or employees by any employee of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.30 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.
- 6.32 The obligations of Contractor under Paragraph 6.30 shall not extend to the liability of Engineer, his agents or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications or (b) the giving of or the failure to give directions or instructions by Engineer, his agents or employees provided such giving or failure to give is the primary cause of injury or damage.

#### **ARTICLE 7--WORK BY OTHERS**

- 7.1 Owner may perform additional work related to the Project by himself, or he may let other direct contracts therefore which shall contain General Conditions similar to these. Contractor shall afford the other contractors who are parties to such direct contracts (or Owner, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.
- 7.2 If any part of Contractor's Work depends for proper execution or results upon the work of any such other contractor (or Owner), Contractor shall inspect and promptly report to Engineer in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure to so report shall constitute an acceptance of the other work as fit and proper for the relationship of his work except as to defects and deficiencies which may appear in the other work after the execution of his Work.
- 7.3 Contractor shall do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. Contractor shall not endanger any work of other by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and of the other contractors whose work will be affected.
- 7.4 If the performance of additional work by other contractors or Owner is not noted in the Contract Documents prior to the execution of the contract, written notice thereof shall be given to Contractor prior to starting any such additional work. If contractor believes that the performance of such additional work by Owner or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

#### **ARTICLE 8--OWNER'S RESPONSIBILITIES**

- 8.1 Owner shall issue all communications to Contractor through Engineer.
- 8.2 In case of termination of the employment of Engineer, Owner shall appoint an engineer against whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer. Any dispute with such appointment by the Contractor must be in writing to the Owner.

- 8.3 Owner shall furnish the data required of him under the Contract Documents promptly and shall make payments to Contractor promptly after they are due as provided in Paragraphs 14.4 and 14.13.
- 8.4 Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.1 and 4.4. Paragraph 4.2 refers to Owner's identifying and making available to Contractor copies of surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance of the work which have been relied upon by Engineer in preparing the Drawings and Specifications.
- 8.5 Owner's responsibilities in respect of liability and property insurance are set forth in Paragraph 5.4 and 5.5.
- 8.6 In addition to his rights to request changes in the Work in accordance with Article 10, Owner (especially in certain instances as provided in Paragraph 10.4) shall be obligated to execute Change Orders.
- 8.7 Owner's responsibility in respect of certain inspections, tests and approvals is set forth in Paragraph 13.2.
- 8.8 In connection with Owner's right to stop Work or suspend Work, see Paragraphs 13.8 and 15.1. Paragraph 15.2 deals with Owner's right to terminate services of Contractor under certain circumstances.

## **ARTICLE 9--ENGINEER'S STATUS DURING CONSTRUCTION**

### **OWNER'S REPRESENTATIVE:**

- 9.1 Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in these General Conditions and shall not be extended without written consent of Owner and Engineer.

### **VISITS TO SITE:**

- 9.2 Engineer

Engineer will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. His efforts will be directed toward providing assurance for Owner that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defects and deficiencies in the Work of contractors.

### **CLARIFICATIONS AND INTERPRETATIONS**

- 9.3 Engineer will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of

the Contract Documents. If Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price, he may make a claim therefore as provided in Article 11.

**REJECTING DEFECTIVE WORK:**

9.4 Engineer will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in Paragraph 13.2 or has been damaged prior to approval of final payment) as provided in Paragraph 13.7, whether or not the Work is fabricated, installed or completed.

**SHOP DRAWINGS, CHANGE ORDERS AND PAYMENTS:**

9.5 In connection with Engineer's responsibility for Shop Drawings and samples, see Paragraphs 6.23 through 6.28 inclusive.

9.6 In connection with Engineer's responsibility for Change Orders, see Articles 10, 11 and 12.

9.7 In connection with Engineer's responsibilities in respect of Applications for Payment, etc., see Article 14.

**RESIDENT PROJECT REPRESENTATIVES:**

9.8 If Owner and Engineer agree, Engineer will furnish a Resident Project Representative and assistants to assist Engineer in carrying out his responsibilities at the site. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants shall be as set forth in an exhibit to be incorporated in the Contract Documents, (see Exhibit A to the Supplemental Conditions).

**DECISIONS ON DISAGREEMENTS:**

9.9 Engineer will be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder. In his capacity as interpreter and judge he will exercise his best efforts to insure faithful performance by both Owner and Contractor. He will not show partiality to either and will not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred to Engineer for decision; which he will render in writing within a reasonable time. Such decisions shall be binding on the Owner and Contractor.

9.10 NOT USED

**LIMITATIONS ON ENGINEER'S RESPONSIBILITIES:**

9.11 Neither Engineer's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Engineer to Contractor, any

Subcontractor, any materialman, fabricator, supplier or any of their agents or employees or any other person performing any of the work.

- 9.12 Engineer will not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and he will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.13 Engineer will not be responsible for the acts or omissions of Contractor, or any Subcontractors, or any of his or their agents or employees, or any other persons at the site or otherwise performing any of the Work.

#### **ARTICLE 10--CHANGES IN THE WORK**

- 10.1 Without invalidating the Agreement, Owner may, at his discretion, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, Contractor shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.
- 10.2 Engineer may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If Contractor believes that any minor change or alteration authorized by Engineer entitles him to an increase in the Contract Price, he may only make a claim therefore as provided in Article 11.
- 10.3 Additional Work performed by Contractor without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in Paragraph 6.22 and except as provided in Paragraph 10.2 and 13.7
- 10.4 Owner shall execute appropriate Change Orders prepared by Engineer covering changes in the work to be performed as provided in Paragraph 4.3, and work performed to an emergency as provided in Paragraph 6.22 and any other claim of Contractor for a change in the Contract Price which is approved by Engineer.
- 10.5 It is the Contractor's responsibility to notify his Surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly.

#### **ARTICLE 11--CHANGE OF CONTRACT PRICE**

- 11.1 The Contract Price constitutes the total compensation payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at this expense without change in the Contract Price.
- 11.2 The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to Owner and Engineer within fifteen days of the occurrences to the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrences unless Engineer allows an additional period of time to ascertain accurate cost data. All

claims for adjustments in the Contract Price shall be determined by Engineer if Owner and Contractor cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

11.3 The value of any Work covered by a Change Order or any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

11.3.2 By mutual acceptance of a lump sum.

11.3.3 On the basis of the Cost of the Work (determined as provided in Paragraphs 11.4 and 11.5) plus a Contractor's Fee for overhead and profit (determined as provided in Paragraph 11.6).

#### **COST OF THE WORK:**

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

11.4.1 Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours (8-hour days, Monday through Friday), on Sunday or legal holidays shall be included in the above to the extent authorized by Owner.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers, field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

11.4.3 Payments made by Contractor to the Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such bids to Owner who will then determine with the advice of Engineer, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work Plus a Fee, the Cost of the Work shall be determined in accordance with Paragraphs 11.4 and 11.5. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

- 11.4.4 Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.
- 11.4.5 Supplemental costs including the following:
- 11.4.5.1 The proportion of necessary transportation, traveling and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - 11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of Contractor.
  - 11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
  - 11.4.5.4 Sales, use or similar taxes related to the Work, and for which Contractor is liable, imposed by any governmental authority.
  - 11.4.5.5 Deposits lost for causes other than Contractor's negligence, royalty payments and fees for permits and licenses.
  - 11.4.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by Contractor in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee. If, however, any such loss or damage requires reconstruction and Contractor is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in Paragraph 11.6.2.
  - 11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.
  - 11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
  - 11.4.5.9 Cost of premiums for bonds and insurance which Owner is required to pay in accordance with Paragraph 5.12.

- 11.5 The term Cost of the Work shall not include any of the following:
- 11.5.1 Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agent, expeditors, timekeepers, clerks, and other personnel employed by Contractor whether at the site or in his principal or a branch office for general administration of the work and not specifically included in the schedule referred to in Subparagraph 11.4.1--all of which are to be considered administrative costs covered by the Contractor's Fee.
  - 11.5.2 Expenses of Contractor's principal and branch offices other than his office at the site.
  - 11.5.3 Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the work and charges against Contractor for delinquent payments.
  - 11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not Contractor is required by the Contract Documents to purchase and maintain the same (except as otherwise provided in Subparagraph 11.4.5.9).
  - 11.5.5 Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.
  - 11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 11.4.

**CONTRACTOR'S FEE:**

- 11.6 The Contractor's Fee which shall be allowed to Contractor for his overhead and profit shall be determined as follows:
- 11.6.1 a mutually acceptable fixed fee; or if none can be agreed upon,
  - 11.6.2 a fee based on the following percentages of the various portions of the Cost of the Work:
    - 11.6.2.1 for costs incurred Under Paragraphs 11.4.1 and 11.4.2, the Contractor's Fee shall be ten percent,
    - 11.6.2.2 for costs incurred under Paragraph 11.4.3, the Contractor's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work
    - 11.6.2.3 no fee shall be payable on the basis of costs itemized under Paragraphs 11.4.4, 11.4.5 and 11.5.
- 11.7 The amount of credit to be allowed by Contractor to Owner for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

11.8 Whenever the cost of any Work is to be determined pursuant to Paragraphs 11.4 and 11.5, Contractor will submit in a form prescribed by Engineer an itemized cost breakdown together with supporting data.

**CASH ALLOWANCES:**

11.9 It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such materialmen, suppliers or Subcontractors and for such sums within the limit of the allowances as Engineer may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. Contractor agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

**ARTICLE 12 - CHANGE OF THE CONTRACT TIME**

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to Owner and Engineer within fifteen (15) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless Engineer allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by Engineer if Owner and Contractor cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of Contractor if he makes a claim therefore as provided in Paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by Owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3 All the time limits stated in the Contract Documents are of the essence for the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

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

**WARRANTY AND GUARANTEE:**

13.1 Contractor warrants and guarantees to Owner and Engineer that all materials and equipment will be new unless otherwise specified and that all work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents and of any inspections, tests or approvals referred to in Paragraph 13.2. All unsatisfactory Work, all faulty or defective Work, and all Work not conforming to the requirements of the Contract Documents at the time of acceptance thereof or of such inspections, tests or approvals, shall be considered defective. Prompt notice of all defects shall be given to Contractor. All defective Work whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

## **TESTS AND INSPECTIONS:**

- 13.2 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by some public body, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Engineer the required certificates of inspection, testing or approval. All other inspections, tests and approvals required by the Contract Documents shall be performed by organizations acceptable to Owner and Contractor and the cost thereof shall be borne by Contractor unless otherwise specified.
- 13.3 Contractor shall give Engineer timely notice of readiness of the work for all inspections, tests or approvals. If any such Work required so to be inspected, tested or approved is covered without approval of Engineer, it must, if requested by Engineer, be uncovered for observation, and such uncovering shall be at Contractor's expense unless Contractor has given Engineer timely notice of his intention to cover such Work and Engineer has not acted with reasonable promptness in response to such notice.
- 13.4 Neither observations by Engineer nor inspections, tests or approvals by persons other than Contractor shall relieve Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.
- 13.5 Engineer and his representatives and other representatives of Owner will at reasonable times have access to the Work. Contractor shall provide proper and safe facilities for such access and observation of the Work and also for any inspection or testing thereof by others.

## **UNCOVERING WORK:**

- 13.6 If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for his observation and replaced at Contractor's expense.
- 13.7 If any work has been covered which Engineer has not specifically requested to observe prior to its being covered, or if Engineer considers it necessary or advisable that covered work be inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract price and/or extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefore as provided in Articles 11 and 12.

## **OWNER MAY STOP THE WORK:**

- 13.8 If the Work is defective, or Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if Contractor fails to make prompt payments to Subcontractors or for labor, materials or equipment, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor or any other party.

### **CORRECTION OR REMOVAL OF DEFECTIVE WORK:**

- 13.9 If required by Engineer prior to approval of final payment, Contractor shall promptly, without cost to Owner and as specified by Engineer, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Engineer, remove it from the site and replace it with acceptable Work. If Contractor does not correct such defective Work or remove and replace such rejected Work within a reasonable time, all as specified in a written notice from Engineer, Owner may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by Contractor, and an appropriate deductive Change Order shall be issued. Contractor shall also bear the expenses of making good all Work of others destroyed or damaged by his correction, removal or replacement of his defective Work.

### **ONE-YEAR CORRECTION PERIOD:**

- 13.10 If, after the approval of final payment and prior to the expiration of one year after the date of Substantial completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contractor Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work, or, if it has been rejected by Owner, remove it from the site and replace it with acceptable Work. If Contractor does not promptly comply with the terms of such instructions, Owner may have the defective Work corrected or the rejected work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by Contractor.

### **ACCEPTANCE OF DEFECTIVE WORK:**

- 13.11 If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to approval of final payment, also Engineer) prefers to accept it, he may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by Contractor to Owner.

### **NEGLECTED WORK BY CONTRACTOR:**

- 13.12 If Contractor should fail to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, Owner, after seven days written notice to Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and the cost thereof (including compensation for additional professional services) shall be charged against Contractor if Engineer approves such action, in which case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due Contractor are not sufficient to cover such amount, Contractor shall pay the difference to Owner.

## **ARTICLE 14--PAYMENTS AND COMPLETION**

### **SCHEDULES:**

- 14.1 At least ten (10) days prior to submitting the first Application for a progress payment, Contractor shall submit a progress schedule, a final schedule of Shop Drawings submission and schedule of values of the Work. These schedules shall be satisfactory in form and substance to Engineer. The schedule of values shall include quantities and unit prices aggregating the Contractor Price, and shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon approval of the schedules of values by Engineer, it shall be incorporated into the form of Application for Payment furnished by Engineer.

### **APPLICATION FOR PROGRESS PAYMENT:**

- 14.2 At least ten (10) days before each progress payment falls due (but not more than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such data and schedules as Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to Owner, as will establish Owner's title to the material and equipment and protect his interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of Contractor stating that all previous progress payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior Applications for Payment.

### **CONTRACTOR'S WARRANTY OF TITLE:**

- 14.3 Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

### **APPROVAL OF PAYMENTS:**

- 14.4 Engineer will, within ten (10) days after receipt of each Application for Payment, either indicate in writing his approval of payment and present the Application to Owner, or return the Application to Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, Contractor may make the necessary corrections and re-submit the Application. Owner shall, within thirty (30) days of presentation to him of an approved Application for Payment, pay Contractor the amount approved by Engineer.
- 14.5 Engineer's approval of any payment requested in an Application for Payment will constitute a representation by him to Owner, based on Engineer's on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application for Payment and the accompanying data and schedules that the work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated

in his approval); and that Contractor is entitled to payment of the amount approved. However, by approving any such payment Engineer will not thereby be deemed to have represented that he made exhaustive or continuous on-site inspections to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction, or that he has made any examination to ascertain how or for what purpose Contractor has used the monies paid to him on account of the Contract Price, or that title to any work, materials or equipment has passed to Owner free and clear of any Liens.

- 14.6 Engineer's approval of final payment will constitute an additional representation by him, to Owner that the conditions precedent to Contractor's being entitled to final payment as set forth in Paragraph 14.13 have been fulfilled.
- 14.7 Engineer may refuse to approve the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to Owner. He may also refuse to approve any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously approved, to such extent-- as may be necessary in his opinion to protect Owner from loss because:
- 14.7.1 the Work is defective, or completed Work has been damaged requiring correction or replacement,
- 14.7.2 claims or Liens have been filed or there is reasonable cause to believe such may be filed,
- 14.7.3 the Contract Price has been reduced because of Modifications,
- 14.7.4 Owner has been required to correct defective Work or complete the Work in accordance with Paragraph 13.9, or
- 14.7.5 of unsatisfactory prosecution of the Work, including failure to furnish acceptable submittals or to clean up.

**SUBSTANTIAL COMPLETION:**

- 14.8 Prior to final payment, Contractor may, in writing to Owner and Engineer, certify that the entire Project is substantially complete and request that Engineer issue a certificate of Substantial Completion. Within a reasonable time thereafter, Owner, Contractor and Engineer shall make an inspection of the Project to determine the status of completion. If Engineer does not consider the Project substantially complete, he will notify Contractor in writing giving his reasons therefore. If Engineer considers the Project substantially complete, he will prepare and deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion and the responsibilities between Owner and Contractor for maintenance and utilities. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment, and the certificate shall fix the time within which such items shall be completed or corrected, said time to be within the Contract Time.

Owner shall have seven days after receipt of the tentative certificate during which he may make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Project is not substantially complete, he will within fourteen (14) days after submission of the tentative certificate to Owner notify Contractor in writing, stating his reasons therefore. If, after consideration of

Owner's objections, Engineer considers the Project substantially complete, he will within said fourteen (14) days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as he believes justified after consideration of any objections from Owner.

- 14.9 Owner shall have the right to exclude Contractor from the Project after date of Substantial Completion, but Owner shall allow Contractor reasonable access to complete or correct items on the tentative list.

**PARTIAL UTILIZATION:**

- 14.10 Prior to final payment, Owner may request Contractor in writing to permit him to use a specified part of the Project which he believes he may use without significant interference with the construction of the other parts of the Project. If Contractor agrees, he will certify to Owner and Engineer that said part of the Project is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Project to determine its status of completion. If Engineer does not consider that it is substantially complete, he will notify Owner and Contractor in writing giving his reasons therefore. If Engineer considers that part of the Project to be substantially complete, he will execute and deliver to Owner and Contractor a certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, attaching thereto a tentative list of items to be completed or corrected before final payment and fixing the responsibility between Owner and Contractor for maintenance, heat and utilities as to that part of the Project. Owner shall have the right to exclude Contractor from any part of the Project which Engineer has so certified to be substantially complete, but Owner shall allow Contractor reasonable access to complete or correct items on the tentative list.

**FINAL INSPECTION:**

- 14.11 Upon written notice from Contractor that the Project is complete, Engineer will make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars for which this inspection reveals that the work is incomplete or defective. Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

**FINAL APPLICATION FOR PAYMENT:**

- 14.12 After Contractor has completed all such corrections to the satisfaction of Engineer and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection and other documents--all as required by the Contract Documents, he may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by such data and schedules as Engineer may reasonably require, together with complete and legally effective releases or waivers (satisfactory to Owner) of all Liens arising out of the Contract Documents and the labor and services performed and the material and equipment furnished thereunder. In lieu thereof and as approved by Owner, Contractor may furnish receipts or releases in full; an affidavit of Contractor that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor material man, fabricator or supplier fails to furnish a release or receipt in full, Contractor may furnish a Bond or other collateral satisfactory to Owner to indemnify him against any Lien.

#### **APPROVAL OF FINAL PAYMENT:**

- 14.13 If, on the basis of his observation and review of the Work during construction, his final inspection and his review of the final Application for Payment--all as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor has fulfilled all of his obligations under the Contract Documents, he will, within ten (10) days after receipt of the final Application for Payment, indicate in writing his approval of payment and present the Application to Owner for payment. Thereupon Engineer will give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.16. Otherwise, he will return the Application to Contractor, indicating in writing his reasons for refusing to approve final payment, in which case Contractor shall make the necessary corrections and re-submit the Application. Owner shall, within thirty (30) days of presentation to him of an approved final Application for Payment, pay Contractor the amount approved by Engineer. Monies in retainage shall be requested as above after the lien period.
- 14.14 If after Substantial Completion of the work, final completion thereof is materially delayed through no fault of Contractor, and Engineer so confirms, Owner shall, upon certification of Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully complete or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in Paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Engineer prior to certification of such payments. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

#### **CONTRACTOR'S CONTINUING OBLIGATION:**

- 14.15 Contractor's obligation to perform the work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by Engineer, nor the issuance of a certificate of Substantial Completion, nor any payment by Owner to Contractor under the Contract Documents, nor any use or occupancy of the Project or any failure to do so, nor any correction of defective work by Owner shall constitute an acceptance of Work not in accordance with the Contract documents.

#### **WAIVER OF CLAIMS:**

- 14.16 The making and acceptance of final payment shall constitute:

14.16.1 a waiver of all claims by Owner against Contractor other than those arising from unsettled Liens, defective work appearing after final inspection pursuant to Paragraph 14.11, or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein, and

14.16.2 a waiver of all claims by Contractor against Owner other than those previously made in writing and still unsettled.

## **MAINTENANCE BONDS:**

14.17 NOT USED

## **ARTICLE 15--SUSPENSION OF WORK AND TERMINATION**

### **OWNER MAY SUSPEND WORK:**

15.1 Owner may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by notice in writing to Contractor and Engineer which shall fix the date on which Work shall be resumed. Contractor shall resume the Work on the date so fixed. Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided in Articles 11 and 12.

### **OWNER MAY TERMINATE:**

15.2 If Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to re-organize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of Engineer, or if he otherwise violates any provision of the Contract Documents, then Owner may, without prejudice to any other right or remedy and after giving Contractor and his Surety seven days, written notice, terminate the services of Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by Contractor, and finish the Work by whatever method he may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to Owner. Such costs incurred by Owner shall be determined by Engineer and incorporated in a Change Order.

15.3 Where Contractor's services have been so terminated by Owner, said terminations shall not affect any right of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of monies by Owner due Contractor will not release Contractor from liability.

15.4 Upon seven (7) days written notice to Contractor and engineer, Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such cases, Contractor shall be paid for all Work executed and any expense sustained plus a reasonable profit.

### **CONTRACTOR MAY STOP WORK OR TERMINATE:**

15.5 If through no act or fault of Contractor, the Work is suspended for a period of more than ninety (90) days by Owner or under an order of court or other public authority, or Engineer fails to act on any Application for Payment within thirty (30) days after it is submitted, or Owner fails to pay Contractor any sum approved by Engineer within thirty (30) days of its

approval and presentation, then Contractor may, upon seven (7) days written notice to Owner and Engineer, terminate the Agreement and recover from Owner payment for all Work executed and any expense sustained plus a reasonable profit. In addition to and in lieu of terminating the Agreement, if Engineer has failed to act on an Application for payment or Owner has failed to make any payment as aforesaid, Contractor may upon seven (7) days notice to Owner and Engineer stop the Work until he has been paid all amounts then due.

## **ARTICLE 16--ARBITRATION**

- 16.1 Arbitration shall not be an acceptable method of settlement for any claim, dispute, discrepancy, deficiency, or other matter associated directly or indirectly with the work, unless specifically agreed to in writing by all parties associated with the Work.

## **ARTICLE 17--MISCELLANEOUS**

### **GIVING NOTICE:**

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

### **COMPUTATION OF TIME:**

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

### **GENERAL:**

- 17.3 All monies not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the project.
- 17.4 All Specifications, Drawings, and copies thereof furnished by Engineer shall remain his property. They shall not be used on another Project. With the exception of those sets which have been signed in connection with the execution of the Agreement, all documents shall be returned to him on request upon completion of the Project. The Contract Documents shall not be re-used or copied without the express written consent of the Engineer of record.
- 17.5 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular but without limitations, the warranties, guarantees and obligations imposed upon Contractor by Paragraphs 6.30, 13.1, 13.10, and 14.3 and the rights and remedies available to Owner, and Engineer thereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to them which are otherwise imposed or available by law, by special guarantee or by other provisions of the Contract Documents.
- 17.6 Should Owner or Contractor suffer injury or damage to his person or property because of any error, omission or act of the other or of any of his employees or agents or others for

whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.7 The Contract Documents shall be governed by the law of the place of the Project.

## **ARTICLE 18--TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

- 18.1 The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice To Proceed and completed within the time specified in the Contract Documents.
- 18.2 The Contractor will proceed with the work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.
- 18.3 If the Contractor shall fail to complete the Work within the Contract Time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Bid for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.
- 18.4 The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and the Contractor has promptly given Written Notice of such delay to the Owner or Engineer.
- 18.4.1 To any preference, priority or allocation order duly issued by the Owner.
- 18.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor, and abnormal and unforeseeable weather.

## **ARTICLE 19--SUPPLEMENTARY CONDITION**

### **GENERAL:**

- 19.1 The sections of these Contract Documents entitled "Information for Bidders" and "Standard General Conditions" of these Contract Documents are amended, supplemented and modified as follows:

### **INFORMATION FOR BIDDERS**

#### **SUBMISSION OF BIDS**

On any bid in excess of \$50,000, the bidder must certify that he is a licensed contractor in the State of Louisiana for the type of work upon which he is bidding. The bidder must show his Louisiana

Contract License Number on the bid and on the face of the bid envelope. Any bid not in compliance with the above requirements shall be subject to automatic rejection. Also, the Contractor is notified that he shall be required to acquire any and all necessary licenses for work within the incorporated limits of the City of Slidell, Louisiana.

## 19.2 Report to Bonding Company

The Owner reserves the right to submit to the Bonding Agent of the Contractor at any time a report of the Contractor's progress on the project. The Contractor, upon written request, may receive copies of any report sent.

## **STANDARD GENERAL CONDITIONS**

### **ARTICLE 1--DEFINITIONS**

Wherever used in these specifications, the following words and terms shall have the meanings indicated.

**CREW:** The number of persons required for the performance of work at a site as determined by the Contractor in response to task difficulty and safety considerations at the time or location of the work.

**EASEMENT:** A liberty, privilege, or advantage without profit which the Owner of one parcel of land may have in the land of another. In this agreement, all land, other than public streets, in which the Owner has sewer system lines or installations and right of access to such lines or installations.

**EASEMENT ACCESS:** Areas within an easement to which access is required for performance of work.

**ENGINEER:** The person, firm or corporation named as such in the Agreement.

**INVITATION TO BID:** The advertisement published by the Owner giving notice of a request for bids.

**LINEAR FOOT:** Being one foot. In these specifications used to denote unit of measurement related to the length of a sewer line.

**OWNER:** The Owner is the City of Slidell.

**SITE:** Any location where work has been or will be done.

**SITE ACCESS:** An adequately clear area of a size sufficient to accommodate personnel and equipment required at the location where work is to be performed, including roadway or surface sufficiently unobstructed to permit conveyance of vehicles from the nearest paved roadway to the work location.

**STORM SEWER:** A sewer intended to carry only storm waters, surface runoffs, street washwaters, and drainage.

**STREET ACCESS:** Areas normally used for public vehicular traffic (including roads, streets, or rights-of-way extending twenty feet from either side of the traversing area) to which safe access is required for performance of work.

**SUBCONTRACTOR:** An individual, firm, or corporation having a direct contract with the Contractor or with a lower-tier Subcontractor for performance of part of the work.

**SWALE (DIP, SAG):** A significant deviation in pipe grade such as to cause entrapment of solids, semisolids, and liquids, thereby impeding the accuracy and/or effectiveness of flow measurements, cleaning, and internal-inspection.

## **INITIALS**

ASTM	American Society for Testing Materials
ACI	American Concrete Institute
AASHTO	American Association of State Highway and Transportation Officials
AWWA	American Water Works Association

**PERFORMANCE BOND:** The approved form of security furnished by the Contractor and his Surety as a guarantee of the proper performance of the work and payment for all materials or other obligations contracted by him in the prosecution thereof.

**SURETY:** The corporate body, licensed to do business in the State where the work is located, which is bound with and for the Contractor, and which is primarily liable and responsible for the payment of all obligations pertaining to and for the acceptable performance of the work required by the Contractor.

**TESTING LABORATORY:** Any testing laboratory designated or approved by the Engineer to perform tests of materials entering the work.

**PAYMENT FOR WORK:** Payment for the items shown in Schedule of Bid Prices shall include all incidental items necessary to complete the work.

## **ARTICLE 2 - PRE-CONSTRUCTION PROVISIONS**

2.1 Add the following:

One set of the Executed Contract Documents shall be filed by the Owner at the expense of the Contractor. Once the actual costs for recording the contract are known, the Slidell City Attorney will contact the Contractor to request a check be prepared and sent to the City Attorney for these costs. The City Attorney will then have the Contract recorded with the Clerk of Court or the Recorder of Mortgages in St. Tammany Parish.

2.8 Add the following:

This provision may be waived by the Owner or Engineer.

2.9 Add - "The Owner may elect to dispense with this conference."

## **ARTICLE 5 - PERFORMANCE, PAYMENT AND OTHER BONDS**

5.1 Amend to include the following:

The Contractor's bondsman shall obligate himself to all the terms and covenants of these specifications and of contracts covering the work executed hereunder. The Owner reserves the

right to order extra work or make changes by altering, adding to or deducting from the work under the conditions and in the manner herein described without notice to the Contractor's surety and without in any manner affecting the liability of bondsman or releasing him from any of his obligations hereunder. The bond shall also secure for the Owner the faithful performance of the contract in strict accordance with plans and specifications. It shall protect the Owner against all lien laws of the State and shall provide for payment of reasonable attorney's fees for enforcement of contract and institution of concursus proceedings, if such proceedings become necessary. Likewise, it shall provide that if the Engineer is put to labor or expense by enforcement of contract and institution of concursus proceedings or through delinquency or insolvency of the contract, they shall be equitably paid for such extra expense and services involved.

The surety of the Contractor shall be and does hereby declare and acknowledge himself by acceptance to be bound to the Owner as guarantor, jointly and in solido with the Contractor, for fulfillment of terms of the foregoing conditions.

### **CONTRACTOR'S LIABILITY INSURANCE**

5.3 Add the following:

The limits of liability coverage shall not be less than the following:

Bodily injury liability of \$1,000,000 per person and \$1,000,000 per accident. Property damage liability of \$1,000,000 per accident.

### **ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES**

#### **LABOR, MATERIALS AND EQUIPMENT**

6.5 Amend to include the following: If materials are brought on the work site which do not conform to the Specifications, the Engineer shall order the same to be removed forthwith, and in case of the neglect or refusal of the Contractor or those employed by him to remove such materials, to cause the same to be removed at the expense of the Contractor and to deduct the cost of such removal and all other expenses incidental thereto from the amount which may be due or may become due the Contractor.

### **ARTICLE 14 - PAYMENTS AND COMPLETION**

14.2 Shall be amended to include:

A retainage of 10% (ten percent) shall be withheld from each progress payment to satisfy lien claims unless the contract amount is greater than \$500,000, at which the retainage shall be 5% (five percent).

14.8 Shall be amended to include:

Upon substantial completion of the Construction or Work, the Contractor at the discretion of the Engineer shall file the Engineer's Certificate of Substantial Completion with the Clerk of Courts or Recorder of Mortgages where the Contract Documents were recorded. At the expiration of 45 days, if no claims have been recorded, the Contractor shall obtain and submit to the Engineer a lien

privilege certificate along with his final application for payment. Substantial completion shall be generally defined at such time as the Owner may occupy or use the Work for its intended function.

## **ARTICLE 17 MISCELLANEOUS**

Paragraphs 17.8 and 17.9 shall be added as follows:

### **PROJECT SIGNS:**

17.8 Project signs shall be provided by the Contractor as required in the technical specifications. Any required signs shall be furnished and erected to Engineer's approval prior to any work being performed on the project. No payments shall be made if this requirement is not met. This is not a pay item.

### **PROJECT VIDEO:**

17.9 The project area shall be videoed by the Contractor before and after the construction of the Work. This shall be copied onto a CD in a widely acceptable, readable format. The tape or copy thereof shall be provided for Owner's records.

17.10 The OWNER and the CONTRACTOR agree that in the event either party institutes legal action against the other under the contract, the claimant in such legal action shall pay to the other party a portion of the defense costs, including investigations, engineering fees, attorney's fees, expert witnesses, fees, court costs and any other expenses of defense which may be incurred by such other party. Such portion of the defense costs shall bear the same ratio to the total defense costs incurred by the other party as the dollar amount of the claimant's monetary demands which were not sustained by the court bears to the total dollar amount of the claimant's monetary demands. The party or parties whose claims were not sustained in whole or in part shall pay such portion of the defense costs to the other party or parties as part of the court's assessment of costs within 30 days after final determination of the claims and after being furnished by the other party or parties with an itemized listing of the total defense costs incurred.

## EXHIBIT A

### DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

#### A. General

The Resident Project Representative is the Engineer's Agent, and will act as directed by and under the supervision of Engineer, and will confer with the Engineer regarding his actions. The Resident Project Representative's dealings in matters pertaining to the on-site Work shall in general be only with the Engineer and the Contractor, and dealings with subcontractors shall only be through or with the full knowledge of the Contractor. Written communications with the Owner will be only through or as directed by the Engineer.

#### B. Duties and Responsibilities

Resident Project Representative will:

1. Schedules: Review the progress schedule, schedule of Shop Drawing submissions and schedule of values prepared by Contractor and consult with Engineer concerning their acceptability.
2. Conferences: Attend pre-construction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with Engineer and notify those expected to attend in advance. Attend meetings, and maintain and circulate copies of minutes thereof.
3. Liaison:
  - a. Serve as the Engineer's liaison with the Contractor, working principally through the Contractor's superintendent and assist him in understanding the intent of the Contract Documents. Assist the Engineer in serving as the Owner's liaison with the Contractor when the Contractor's operations affect the Owner's on-site operations.
  - b. As requested by the Engineer, assist in obtaining from the Owner additional details or information, when required at the job site for proper execution of the Work.
4. Shop Drawings and Samples
  - a. Receive and record date of receipt of Shop Drawings and samples, receive samples which are furnished at the site by Contractor, and notify Engineer of their availability for examination.
  - b. Advise Engineer and Contractor or his superintendent immediately of the commencement of any Work requiring a Shop Drawing or sample submission if the submission has not been approved by Engineer.
5. Review of Work, Rejection of Defective Work, Inspections and Tests
  - a. Conduct on-site observations of the work in progress to assist Engineer in determining if the Work is proceeding in accordance with the Contract

Documents and that completed Work will conform to the Contract Documents.

- b. Report to Engineer whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approvals required to be made, or has been damaged prior to final payment; and advise Engineer when he believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
  - c. Verify that tests, equipment and systems startups and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required personnel, and that Contractor maintains adequate records thereof; observe, record and report to Engineer appropriate details relative to the test procedures and startups.
  - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to Engineer.
6. Interpretation of Contract Documents: Transmit to Contractor the Engineer's clarifications and interpretations of the Contract Documents.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to Engineer.
8. Records
- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress, reports, and other Project related documents.
  - b. Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to Engineer.
  - c. Record names, addresses and telephone numbers of all Contractors, sub-contractors and major suppliers of materials and equipment.
9. Reports
- a. Furnish Engineer periodic reports as required of progress of the Work and Contractor's compliance with the approved progress schedule of Shop Drawing submissions.
  - b. Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the work.

- c. Report immediately to Engineer upon the occurrence of any accident.
10. Payment Requisitions: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to Engineer, noting particularly their relation to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
11. Certificates, Maintenance and operation Manuals: During the course of the Work verify that certificates, maintenance and operation manuals, and other data required to be assembled and furnished by Contractor are applicable to the items actually installed; and deliver this material to Engineer for his review and forwarding to Owner prior to final acceptance of the Work.
12. Completion
- a. Conduct final inspection in the company of Engineer, Owner and Contractor and prepare a final list of items to be completed or corrected.
  - b. Before Engineer issues a Certificate of Completion, submit to Contractor a list of observed items requiring completion or correction.
  - c. Verify that all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance.
13. Limitations of Authority
- Except upon written instructions of Engineer, Resident Project Representative:
- a. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
  - b. Shall not exceed limitations on Engineer's authority as set forth in the contract Documents.
  - c. Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent, or expedite the Work.
  - d. Shall not advise or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
  - e. Shall not advise or issue directions as to safety precautions and programs in connection with the Work.
  - f. Shall not authorize Owner to occupy the Project in whole or in part.
  - g. Shall not participate in specialized field or laboratory tests.

## SECTION 01010 - SUMMARY OF WORK

### PART 1 -- GENERAL

#### 1.1 THE REQUIREMENT

- A. The WORK to be performed under this Contract shall consist of furnishing plant, tools, equipment, materials, supplies, and manufactured articles, and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all work or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The WORK shall be complete, and all work, materials, and services not expressly indicated or called for in the Contract Documents which may be necessary for the complete and proper construction of the WORK in good faith shall be provided by the CONTRACTOR as though originally so indicated, at no increase in cost to the OWNER.

#### 1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The WORK of this Contract comprises the reconstruction of a 2 – lane asphaltic concrete street, in accordance with the Plans and Contract Documents.
- B. The WORK is located between Fremaux Avenue (US 190 – Business Route) and a point north of Gause Boulevard (US 190) in Slidell, Louisiana.

#### 1.3 CONTRACT METHOD

- A. The WORK hereunder will be constructed under a single unit-price contract. A base bid and Alternate Bid No. 1 will be considered. The base bid and alternate

#### 1.4 WORK BY OTHERS

- A. Where 2 or more contracts are being performed at one time on the same Site or adjacent land in such manner that work under one contract may interfere with work under another, the OWNER will determine the sequence and order of the Work in either or both contracts. When the Site of one contract is the necessary or convenient means of access for performance of work under another, the OWNER may grant privilege of access or other reasonable privilege to the contractor so desiring, to the extent, amount, and in manner and at time that the OWNER may determine. No OWNER determination of method or time or sequence or order of the work or access privilege shall be the basis for a claim for delay or damage except under provisions of the General Conditions for temporary suspensions of the work. The CONTRACTOR shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to allow continued safe access to their respective portions of the Site, as required to perform work under their respective contracts.
- B. **Interference With Work On Utilities:** The CONTRACTOR shall cooperate fully with all utility forces of the OWNER or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the progress of the WORK, and shall schedule the WORK so as to minimize interference with said relocation, altering, or other rearranging of facilities.

## 1.5 WORK SEQUENCE

- A. The CONTRACTOR's attention is directed to a suggested construction sequence detailed within the plans. CONTRACTOR may suggest an alternative construction sequence subject to approval by the OWNER and ENGINEER.
- B. Access to the site is limited to the hours as directed by the OWNER.

## 1.6 CONTRACTOR USE OF SITE

- A. The CONTRACTOR's use of the Site shall be limited to its construction operations, including on-Site storage of materials, on-Site fabrication facilities, and field offices.

## 1.7 OUTAGE PLAN AND REQUESTS

- A. CONTRACTOR may request full closures of the street during construction subject to approval of the OWNER and ENGINEER. Such closures shall be approved by the OWNER and ENGINEER. CONTRACTOR shall coordinate with residents to maintain access to private driveways where practical. CONTRACTOR shall coordinate with residents per Specifications Section 01550.

1. The maximum duration of any driveway closure shall be 24 hours.

- B. The CONTRACTOR shall notify ENGINEER and OWNER notified in writing at least one week in advance of the required closures if the schedule for performing the work has changed or if revisions to the closure plan are required.

## 1.8 PROJECT MEETINGS

### A. Preconstruction Conference

- 1. Prior to the commencement of WORK at the Site, a preconstruction conference will be held at a mutually agreed time and place. The conference shall be attended by the CONTRACTOR'S Project Manager, its superintendent, and its subcontractors as the CONTRACTOR deems appropriate. Other attendees will be:

a. ENGINEER and the Resident Project Representative.

b. Representatives of OWNER.

c. Governmental representatives as appropriate.

d. Others as requested by CONTRACTOR, OWNER, or ENGINEER.

- 2. The CONTRACTOR shall bring the preconstruction conference submittals in accordance with Section 01300 - Contractor Submittals.

- 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 complete agenda will be furnished to the CONTRACTOR prior to the meeting date. However, the CONTRACTOR should be prepared to discuss all of the items listed below.

a. Status of CONTRACTOR's insurance and bonds.

- b. CONTRACTOR's tentative schedules.
  - c. Transmittal, review, and distribution of CONTRACTOR's submittals.
  - d. Processing applications for payment.
  - e. Maintaining record documents.
  - f. Critical work sequencing.
  - g. Field decisions and Change Orders.
  - h. Use of Site, office and storage areas, security, housekeeping, and OWNER's needs.
  - i. Major equipment deliveries and priorities.
  - j. CONTRACTOR's assignments for safety and first aid.
  - k. Daily Report Form which the ENGINEER will furnish.
  - l. Submittal Transmittal Form which the ENGINEER will furnish.
- 4. The ENGINEER will preside at the preconstruction conference and will arrange for keeping and distributing the minutes to all persons in attendance.
  - 5. The CONTRACTOR and its subcontractors should plan on the conference taking no less than 1 full working day.

**B. Progress Meetings**

- 1. The ENGINEER will schedule and hold regular on-Site progress meetings at least bi-weekly and at other times as requested by CONTRACTOR or as required by progress of the WORK. The CONTRACTOR, ENGINEER, and all subcontractors active on the Site shall attend each meeting. CONTRACTOR may at its discretion request attendance by representatives of its suppliers, manufacturers, and other subcontractors.
- 2. The ENGINEER will preside at the progress meetings and will arrange for keeping and distributing the minutes. The purpose of the meetings is to review the progress of the WORK, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop. During each meeting, the CONTRACTOR shall present any issues that may impact its progress with a view to resolve these issues expeditiously.

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

**PART 3 -- EXECUTION (NOT USED)**

- END OF SECTION -

## SECTION 01025 - MEASUREMENT AND PAYMENT

### PART 1 -- GENERAL

#### 1.1 SCOPE

- A. Payment for the various items of the Bid Schedule, as further specified herein, shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the WORK all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Operational Safety and Health Administration of the U.S. Department of Labor (OSHA). **No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenant items of work.**
- B. **Measurement and Payment for items of the Bid Schedule shall be as outlined within Section 02461 – Asphalt Roadway Reconstruction.**

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

### PART 3 -- EXECUTION (NOT USED)

- END OF SECTION -

## SECTION 01090 - REFERENCE STANDARDS

### PART 1 -- GENERAL

#### 1.1 GENERAL

- A. **Titles of Sections and Paragraphs:** Titles and subtitles accompanying specification sections and paragraphs are for convenience and reference only, and do not form a part of the Specifications.
- B. **Applicable Publications:** 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 Contract 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 in the Specifications or shown on the Drawings will be waived because of any provision of, or omission from, said standards or requirements.
- C. **Specialists, Assignments:** 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 processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of contract requirements remains with the CONTRACTOR.

#### 1.2 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. The CONTRACTOR shall construct the WORK in accordance with the Contract Documents and the referenced portions of those referenced codes, standards, and specifications.
- B. 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 furnishing labor. The CONTRACTOR shall bid for the most stringent requirements.
- C. 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.
- A. 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.

- D. Applicable Standard Specifications: References in the Contract Documents to LSSRB shall mean the Louisiana Standard Specifications for Roads and Bridges as prepared by the Louisiana Department of Transportation and Development (LDOTD), 2006 or latest edition. References in the Contract Documents to MUTCD shall mean the Manual on Uniform Traffic Control Devices as prepared by the Federal Highway Administration (FHWA), 2009 or latest edition.

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

**PART 3 -- EXECUTION (NOT USED)**

- END OF SECTION -

## SECTION 01300 - CONTRACTOR SUBMITTALS

### PART 1 -- GENERAL

#### 1.1 GENERAL

- A. Wherever submittals are required in the Contract Documents, submit them to the ENGINEER.
- B. Within 7 Days after the date of commencement as stated in the Notice to Proceed, the CONTRACTOR shall submit the following items to the ENGINEER for review:
  - 1. A preliminary schedule of Shop Drawings, Samples, and proposed Substitutes ("Or-Equal") submittals listed in the Bid.
  - 2. A list of 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.

#### 1.2 PRECONSTRUCTION CONFERENCE SUBMITTALS

- A. At the preconstruction conference of Section 01010 - Summary of Work, the CONTRACTOR shall submit the following items to the ENGINEER for review:
  - 1. A preliminary schedule of Shop Drawings, Samples, and proposed Substitute ("Or-Equal") submittals listed in the Bid.
  - 2. A list of permits and licenses the CONTRACTOR shall obtain, indicating the agency required to grant the permit, the expected date of submittal for the permit, and required date for receipt of the permit.
  - 3. A preliminary schedule of values in accordance with Section 01301 - Schedule of Values.
  - 4. A project overview bar chart in accordance with Section 01310- Construction Schedule.

#### 1.3 SHOP DRAWINGS

- A. Wherever called for in the Contract Documents or where required by the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER for review, one copy plus one reproducible copy, of each Shop Drawing submittal. Shop Drawings may include detail design calculations, shop-prepared drawings, fabrication and installation drawings, erection drawings, lists, graphs, catalog sheets, data sheets, and similar items. Whenever the CONTRACTOR is required to submit design calculations as part of a submittal, such calculations shall bear the signature and seal of an engineer registered in the appropriate branch and in the state wherein the project is located, unless otherwise indicated.
- B. Shop Drawing submittals shall be accompanied by the CONTRACTOR's standard submittal transmittal form. A submittal without the form will be returned for resubmittal.
- C. Organization

1. A single submittal transmittal form shall be used for each technical specification section or item or class of material or equipment for which a submittal is required. A single submittal covering multiple sections will not be acceptable, unless the primary specification references other sections for components. Example: if a pump section references other sections for the motor, shop-applied protective coating, anchor bolts, local control panel, and variable frequency drive, a single submittal would be acceptable. A single submittal covering vertical turbine pumps and horizontal split case pumps would not be acceptable.
2. On the transmittal form, index the components of the submittal and insert tabs in the submittal to match the components. Relate the submittal components to specification paragraph and subparagraph, Drawing number, detail number, schedule title, room number, or building name, as applicable.
3. Unless indicated otherwise, terminology and equipment names and numbers used in submittals shall match those used in the Contract Documents.

D. Format

1. Minimum sheet size shall be 8.5-inches by 11-inches. Maximum sheet size shall be 24-inches by 36-inches. Every page in a submittal shall be numbered in sequence. Each copy of a submittal shall be collated a stapled or bound, as appropriate. The ENGINEER will not collate sheets or copies.
2. Where product data from a manufacturer is submitted, clearly mark which model is proposed, with complete pertinent data capacities, dimensions, clearances, diagrams, controls, connections, anchorage, and supports. Sufficient level of detail shall be presented for assessment of compliance with the Contract Documents.

E. Disorganized submittals that do not meet the requirements of the Contract Documents will be returned without review.

F. Except as may otherwise be indicated, the ENGINEER will return prints of each submittal to the CONTRACTOR with comments noted thereon, within 30 Days following receipt by the ENGINEER. It is considered reasonable that the CONTRACTOR will make a complete and acceptable submittal to the ENGINEER by the first resubmittal on an item. The OWNER reserves the right to withhold monies due to the CONTRACTOR to cover additional costs of the ENGINEER's review beyond the first resubmittal. The ENGINEER'S maximum review period for each submittal or resubmittal will be 30 Days. Thus, for a submittal that requires 2 resubmittals before it is complete, the maximum review period could be 90 Days.

G. If a submittal is returned to the CONTRACTOR marked "REVIEWED – NO EXCEPTIONS," formal revision and resubmission will not be required.

H. If a submittal is returned marked "REVIEWED – EXCEPTIONS NOTED," CONTRACTOR shall make the corrections on the submittal, but formal revision and resubmission will not be required.

I. If a submittal is returned marked "REVISE & RESUBMIT," the CONTRACTOR shall revise it and shall resubmit the required number of copies to the ENGINEER for review. Resubmittal of portions of multi-page or multi-drawing submittals will not be allowed. For example, if a Shop Drawing submittal consisting of 10 drawings contains one drawing noted as "AMEND - RESUBMIT," the submittal as a whole is deemed "AMEND - RESUBMIT," and 10 drawings are required to be resubmitted.

- J. If a submittal is returned marked "REJECTED-RESUBMIT," it shall mean either that the proposed material or product does not satisfy the specification, the submittal is so incomplete that it cannot be reviewed, or is a substitution request not submitted in accordance with the General Conditions. The CONTRACTOR shall prepare a new submittal and shall submit the required number of copies to the ENGINEER for review.
- K. Resubmittal of rejected portions of a previous submittal will not be allowed. Every change from a submittal to a resubmittal or from a resubmittal to a subsequent resubmittal shall be identified and flagged on the resubmittal.
- L. Fabrication of an item may commence only after the ENGINEER has reviewed the pertinent submittals and returned copies to the CONTRACTOR marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED." Corrections indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as changes to the contract requirements.
- M. Submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR prior to submission to the ENGINEER. Each submittal shall be dated and signed by the CONTRACTOR as being correct and in strict conformance with the Contract Documents. In the case of Shop Drawings, each sheet shall be so dated and signed. Any deviations from the Contract Documents shall be noted on the transmittal sheet. The ENGINEER will only review submittals that have been so verified by the CONTRACTOR. Non-verified 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.
- N. Corrections or comments made on the CONTRACTOR's Shop Drawings during review do not relieve the CONTRACTOR from compliance with Contract Drawings and Specifications. Review is for conformance to the design concept and general compliance with the Contract Documents only. The CONTRACTOR is responsible for confirming and correlating quantities and dimensions, fabrication processes and techniques, coordinating WORK with the trades, and satisfactory and safe performance of the WORK.

#### 1.4 RECORD DRAWINGS

- A. The CONTRACTOR shall maintain one set of Drawings at the Site for the preparation of record drawings. On these, it shall mark every project condition, location, configuration, and any other change or deviation which may differ from the Contract Drawings at the time of award, including buried or concealed construction and utility features that are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of buried utilities that differ from the locations indicated, or that were not indicated on the Contract Drawings. Said record drawings shall be supplemented by any detailed sketches as necessary or as CONTRACTOR is directed, to fully indicate the WORK as actually constructed. These record drawings are the CONTRACTOR's representation of as-built conditions, shall include revisions made by addenda and change orders, and shall be maintained up-to-date during the progress of the WORK. Red ink shall be used for alterations and notes. Notes shall identify relevant Change Orders by number and date.
- B. Paper copies of the record drawings shall be submitted on the 20th Day of every third month after the month in which the Notice to Proceed is given as well as at completion of WORK. Failure to submit complete record drawings on or before the 20th Day will enact

the liquidated damages clause for interim record drawing submittals described in Article 3 of the Agreement.

- C. In the case of those drawings that 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.
- D. Disorganized or incomplete record drawings will not be accepted. The CONTRACTOR shall revise them and resubmit within 10 Days.
- E. Record drawings shall be accessible to the ENGINEER during the construction period.
- F. Final payment will not be acted upon until the record drawings have been completed and delivered to the ENGINEER. Said up-to-date record drawings shall be in the form of a set of prints with carefully plotted information overlaid and an electronic form under Adobe Acrobat.
- G. Information submitted by the CONTRACTOR will be assumed to be correct, and the CONTRACTOR shall be responsible for the accuracy of such information

#### 1.5 PROOF OF COMPLIANCE SUBMITTALS

- A. Where materials or equipment are specified to conform to the standards or publications specified herein, CONTRACTOR shall submit proof that the materials furnished under this section conform to such requirements. Published catalogue specification data that the items comply with the applicable standard specifications and publications will be acceptable evidence of such compliance. When published data or catalogue specifications do not indicate compliance with items specified herein, Certificates shall be prepared by the manufacturer to indicated conformance with the requirements of these specifications. Certified factory test reports shall be submitted when the manufacturer performs routine testing.
- B. The ENGINEER will record the date that a QC submittal was received and review it for compliance with submittal requirements, but the review procedures above for Shop Drawings and samples will not apply.

#### 1.6 CONSTRUCTION PHOTOGRAPHS

- A. The CONTRACTOR shall furnish construction photographs showing the progress of the WORK. A commercial photographer shall take photographs via digital format or on 35-mm color negative film. If digital format is selected, CONTRACTOR shall provide a log with the date of photographing, the project title, short description of what is in the photograph, and the direction the camera is facing. If CONTRACTOR selects 35-mm film, CONTRACTOR shall place a label the back with the date of photographing, the project title, short description of what is in the photograph, and the direction the camera is facing.
- B. Starting when the WORK begins and continuing for as long as the WORK is in progress, not less than 12 exposures at intervals no more than 2 weeks apart, consisting of different subjects or angles or view at different locations of progress on the Site. Digital media or prints and negatives shall be furnished to the ENGINEER within 2 weeks after

exposure. Digital media or prints and negatives shall become sole property of the OWNER upon submittal by the CONTRACTOR.

- C. Upon completion of the WORK but before final payment, an additional 20 exposures, shall be made of the WORK as directed by the ENGINEER. Digital media and log or two glossy 3 inch by 5 inch color prints of each exposure, together with negatives shall be delivered to the ENGINEER for transmittal to the OWNER.

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

**PART 3 -- EXECUTION (NOT USED)**

- END OF SECTION -

## SECTION 01301 - SCHEDULE OF VALUES

### PART 1 -- GENERAL

#### 1.1 GENERAL

- A. This Section defines the process whereby the Schedule of Values (lump sum price breakdown) shall be developed. Monthly progress payment amounts shall be determined from the Schedule of Values.

#### 1.2 PRELIMINARY SCHEDULE OF VALUES

- A. The CONTRACTOR shall submit a preliminary Schedule of Values for the major components of the WORK at the Preconstruction Conference in accordance with Section 01010 - Summary of Work. The listing shall include, at a minimum, the proposed value for the following major WORK components:
  - 1. Mobilization
  - 2. The total value of site civil WORK inclusive of clearing and grubbing, paving, grading and drainage WORK.
- B. The CONTRACTOR and ENGINEER shall jointly review the preliminary Schedule of Values and make any adjustments in value allocations if, in the opinion of the ENGINEER, these are necessary to establish fair and reasonable allocation of values for the major WORK components. Front end loading will not be permitted. The ENGINEER may require reallocation of major WORK components from items in the above listing if in the opinion of the ENGINEER such reallocation is necessary. This review and any necessary revisions shall be completed within 15 days from the date of Notice to Proceed.

#### 1.3 DETAILED SCHEDULE OF VALUES

- A. The CONTRACTOR shall prepare and submit a detailed Schedule of Values to the ENGINEER within 30 days from the date of Notice to Proceed. The detailed Schedule of Values shall be based on the accepted preliminary Schedule of Values for major WORK components. The ENGINEER shall be the sole judge of acceptable numbers, details and description of values established. If, in the opinion of the ENGINEER, a greater number of Schedule of Values items than proposed by the CONTRACTOR is necessary, the CONTRACTOR shall add the additional items so identified by the ENGINEER.
  - 1. The minimum detail of breakdown of the major WORK components is indicated below. Greater detail shall be provided as directed by the ENGINEER.
    - a. Mobilization - no breakdown required.
    - b. Civil site WORK shall be broken down into individual drainage piping, drainage structures, site concrete, paving, excavation cut and fill, removal of existing pipe, clearing and grubbing and any other items determined to be necessary for the establishment of Pay and Schedule Activity items.

2. The CONTRACTOR and ENGINEER shall jointly review the detailed Schedule of Values within 35 days from the date of Notice to Proceed. The value allocations and extent of detail shall be reviewed to determine any necessary adjustments to the values and to determine if sufficient detail has been proposed for development and approval of pay requests. Any adjustments deemed necessary to the value allocation or level of detail shall be made by the CONTRACTOR and a revised detailed Schedule of Values shall be submitted within 40 days from the date of Notice to Proceed.

#### 1.4 CHANGES TO SCHEDULE OF VALUES

- A. In the event that the CONTRACTOR and ENGINEER agree to make adjustments to the original Schedule of Values because of inequities discovered in the original accepted detailed Schedule of Values, increases and equal decreases to values for activities may be made.

#### 1.5 LIQUIDATED DAMAGES

- A. If any submittal required by this Section is found to be incomplete or is submitted later than required, the OWNER will suffer financial loss and, accordingly, liquidated damages will be assessed against the CONTRACTOR in accordance with the Agreement.

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

### **PART 3 -- EXECUTION (NOT USED)**

- END OF SECTION -

## SECTION 01310 - BARCHART CONSTRUCTION SCHEDULE

### 1.1 GENERAL

- A. The CONTRACTOR shall schedule the WORK in accordance with the Contract Documents.
- B. Where submittals are indicated, submit one original and one reproducible copy of each item.

### 1.2 INITIAL SCHEDULE SUBMITTALS

- A. The CONTRACTOR shall submit 2 schedule documents at the Preconstruction Conference that shall serve as the CONTRACTOR's Plan of Operation for the initial 60 Day period of the Contract Times and shall identify the manner in which the CONTRACTOR intends to complete WORK within the Contract Time. The CONTRACTOR shall submit a 60 Day Plan of Operation Bar Chart Schedule and a Project Overview Bar Chart Schedule for WORK as indicated below.

- 1. 60 Day Bar Chart Plan of Operation Schedule: The bar chart shall show the CONTRACTOR's early activities (mobilization, permits, submittals necessary for early material and equipment procurement, submittals necessary for long lead equipment procurement, scheduling submittals, initial site work, and other submittals) required in the first 60 Days).
- 2. Project Overview Bar Chart Schedule: The Bar Chart shall indicate the major components of the WORK and the sequence relations between the major components and subdivisions of major components. The bar chart schedule shall indicate the relationships and time frames in which the various components of the WORK will be made substantially complete and placed into service in order to meet the Contract Times. Sufficient detail shall be included for the identification of subdivisions of major components according to such activities as mobilization, site dewatering, excavation, demolition, yard piping installation, placement of structural backfill, final site grading, and other important WORK for each major item within the overall project scope. Planned durations and start dates shall be indicated for each work item subdivision. Each major component and subdivision component shall be accurately plotted on time scale sheets not to exceed 36-inches by 60-inches in size. Not more than 4 sheets shall be employed to represent this overview information.

- B. The ENGINEER and the CONTRACTOR shall meet to review and discuss the 60 Day Plan of Operations and Project Overview Schedules within 5 Days after submittal. The ENGINEER's review and comment on the schedules will be limited to conformance to the Contract Documents. The CONTRACTOR shall make corrections to the schedules necessary to comply with requirements and shall adjust the schedules to incorporate any missing information requested by the ENGINEER.

### 1.3 CHANGE ORDERS

- A. Upon approval of a change order or upon receipt of authorization to proceed with additional WORK, the change shall be depicted in the next submittal of the Project Overview Bar Chart Schedule.

#### 1.4 STATUS REPORTING

- A. The CONTRACTOR shall furnish monthly Project Overview Bar Chart Schedules and written narrative reports in the form indicated below.
- B. The Project Overview Bar Chart Schedule shall be a summary of the current construction schedule for major project components (original and as updated and adjusted throughout the entire construction period). It shall be limited to not more than 4 sheets, each of which shall not exceed 36-inches by 60-inches. The major project components shall be represented as time bars which shall be subdivided into various types of WORK including dewatering, excavation, demolition, yard piping, placement of structural backfill, and final site grading.
- C. Each major component and subdivision shall be plotted accurately on a time scale consistent with the early start and finish activity information contained in the latest update of the schedule. In addition, a percent completion shall be listed for each major component and subdivision. The CONTRACTOR shall amend the Project Overview Bar Chart Schedule as necessary to include any additional detail required by the ENGINEER. The CONTRACTOR shall include any additional information requested by the ENGINEER at any time during construction.
- D. The CONTRACTOR shall prepare monthly written narrative reports of the status of the project for submission to the ENGINEER. Status reports shall include:
  - 1. The status of major project components (percent complete and amount of time ahead or behind schedule) and an explanation of how the project will be brought back on schedule if delays have occurred.
  - 2. The progress made on critical activities indicated on the construction schedule.
  - 3. Explanations for any lack of WORK on critical activities planned to be performed during the last month.
  - 4. Explanations for any schedule changes, including changes to the logic or to activity durations.
  - 5. A list of the critical activities scheduled for the next 2 months.
  - 6. The status of major material and equipment procurements.
  - 7. The value of materials and equipment properly stored at the Site but not yet incorporated into the WORK.
  - 8. Any delays encountered during the reporting period.
  - 9. An assessment of inclement weather delays and impacts to the progress of the WORK.
  - 10. The CONTRACTOR may include any other information pertinent to the status of the project.
  - 11. The CONTRACTOR shall include additional status information requested by the ENGINEER.

1.5 INCLEMENT WEATHER PROVISIONS OF THE SCHEDULE

- A. The construction schedule shall include lost days on the construction schedule due to inclement weather. Inclement weather delays shall be determined in accordance with Section 00800 - Supplementary General Conditions.

1.6 LIQUIDATED DAMAGES

- A. If any submittal required by this Section is determined by the ENGINEER to be incomplete or is submitted later than required, the OWNER will suffer financial loss and, accordingly, liquidated damages may be assessed against the CONTRACTOR in accordance with Article VI of the Agreement.

- END OF SECTION -

## SECTION 01400 - QUALITY CONTROL

### PART 1 -- GENERAL

#### 1.1 DEFINITION

- A. Specific quality control requirements for the WORK are indicated throughout the Contract Documents. The requirements of this Section are primarily related to performance of the WORK beyond furnishing of manufactured products. The term "Quality Control" includes inspection, sampling and testing, and associated requirements.

#### 1.2 INSPECTION AT PLACE OF MANUFACTURE

- A. Unless otherwise indicated, all products, materials, and equipment shall be subject to inspection by the ENGINEER at the place of manufacture.
- B. The presence of the ENGINEER at the place of manufacturer, however, shall not relieve the CONTRACTOR of the responsibility for providing products, materials, and equipment which comply with all requirements of the Contract Documents. Compliance is a duty of the CONTRACTOR, and said duty shall not be avoided by any act or omission on the part of the ENGINEER.

#### 1.3 SAMPLING AND TESTING

- A. Unless otherwise indicated, all sampling and testing will 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 sampling and testing which, in the opinion of the ENGINEER will assure the OWNER that the quality of the workmanship is in full accord with the Contract Documents.
- B. Any waiver by the OWNER 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 testing or other quality assurance requirements originally indicated, 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 requirements of the Contract Documents.
- C. Notwithstanding the existence of such waiver, the ENGINEER reserves the right to make independent investigations and tests, and failure of any portion of the WORK to meet any of the requirements of the Contract Documents, shall be reasonable cause for the ENGINEER to require the removal or correction and reconstruction of any such WORK in accordance with the General Conditions.

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

### PART 3 -- EXECUTION

#### 3.1 INSTALLATION

- A. **Inspection:** The CONTRACTOR shall inspect materials or equipment upon the arrival on the job site and immediately prior to installation, and reject damaged and defective items.

- B. **Measurements:** The CONTRACTOR shall verify measurements and dimensions of the WORK, as an integral step of starting each installation.
- C. **Manufacturer's Instructions:** Where installations include manufactured products, the CONTRACTOR shall comply with manufacturer's applicable instructions and recommendations for installation, to whatever extent these are more explicit or more stringent than applicable requirements indicated in Contract Documents.

- END OF SECTION -

## SECTION 01550 - SITE ACCESS AND STORAGE

### PART 1 -- GENERAL

#### 1.1 HIGHWAY LIMITATIONS

- A. 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 any haul roads required for its construction operations.

#### 1.2 TEMPORARY CROSSINGS

- A. **General:** Continuous, unobstructed, safe, and adequate pedestrian and vehicular access shall be provided to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, and hospitals. Safe and adequate public transportation stops and pedestrian crossings at intervals not exceeding 300 feet shall be provided. The CONTRACTOR shall cooperate with parties involved in the delivery of mail and removal of trash and garbage so as to maintain existing schedules for such services. Vehicular access to residential driveways shall be maintained to the property line except when necessary construction precludes such access for reasonable periods of time.
- B. **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 conduct its operations to not 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 permission of the ENGINEER and proper governmental authority. 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 indicated. Toe boards shall be provided to retain excavated material if required by the ENGINEER or 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, storm drain inlets, and other drainage facilities.
- C. **Traffic Control:** Shall be as specified within Section 02461 – Asphalt Street Reconstruction.
- D. **Temporary Street Closure:** CONTRACTOR may request full closures of the street during construction subject to approval of the OWNER and ENGINEER. Such closures shall be approved by the OWNER and ENGINEER. CONTRACTOR shall coordinate with residents to maintain access to private driveways where practical. CONTRACTOR shall coordinate with residents per Specifications Section 01550.
- E. **Temporary Driveway Closure:** The CONTRACTOR shall notify the owner or occupant (if not owner-occupied) of the closure of the driveways to be closed more than one eight-hour work day at least 7 working days prior to the closure. The CONTRACTOR shall minimize the inconvenience and minimize the time period that the driveways will be closed. The CONTRACTOR shall fully explain to the owner/occupant how long the closure will take and when closure will start. The maximum duration of any driveway closure shall be 24 hours.

1.3 CONTRACTOR'S WORK AND STORAGE AREA

- A. The CONTRACTOR shall make its own arrangements for any necessary off-Site storage or shop areas necessary for the proper execution of the WORK.

1.4 PARKING

- 1. The CONTRACTOR shall direct its employees to park in areas as directed by OWNER.

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

**PART 3 -- EXECUTION (NOT USED)**

- END OF SECTION -

## SECTION 01700 - PROJECT CLOSEOUT

### PART 1 -- GENERAL

#### 1.1 FINAL CLEANUP

- A. 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 performed the final cleanup of the Site.

#### 1.2 CLOSEOUT TIMETABLE

- A. 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  
FINAL SUBMITTALS
- B. The CONTRACTOR, prior to requesting final payment, shall obtain and submit the following items to the ENGINEER for transmittal to the OWNER:
  - 1. Completed record drawings.
  - 2. Releases from all parties who are entitled to claims against the subject project, property, or improvement pursuant to the provisions of law.

#### 1.3 MAINTENANCE AND GUARANTEE

- A. The CONTRACTOR shall comply with the warranty and guarantee requirements contained in Article 13 of the General Conditions.
- B. 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.
- C. 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 its surety shall be liable to the OWNER for the cost thereof.

#### 1.4 BOND

- A. The CONTRACTOR shall provide a bond to guarantee performance of the provisions contained in Paragraph "Warranty and Guarantee" above, and Article 13 of the General Conditions.

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

**PART 3 -- EXECUTION (NOT USED)**

- END OF SECTION -

## SECTION 02461 – ASPHALT ROADWAY RECONSTRUCTION

### PART 1 -- GENERAL

#### 1.1 THE REQUIREMENT

- A. The CONTRACTOR shall provide all materials, labor, equipment, and other necessary appurtenances to reconstruct asphalt roadways, complete and in place, in accordance with the Contract Documents and Reference Standards detailed herein.

#### 1.2 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Reference Standards

LDOTD SSRB                      Louisiana Department of Transportation and Development  
Standard Specifications for Roads and Bridges, 2006  
Edition (LSSRB) (as amended herein {where applicable})

MUTCD                              Manual on Uniform Traffic Control Devices, Latest Edition

#### 1.3 CONTRACTOR SUBMITTALS

- A. Where materials or equipment are specified to conform to the standards or publications specified herein, CONTRACTOR shall submit proof that the materials furnished under this section conform to such requirements. Published catalogue specification data that the items comply with the applicable standard specifications and publications will be acceptable evidence of such compliance. When published data or catalogue specifications do not indicate compliance with items specified herein, Certificates shall be prepared by the manufacturer to indicated conformance with the requirements of these specifications. Certified factory test reports shall be submitted when the manufacturer performs routine testing.
- B. Submittals shall be in accordance with Section 01300 - Contractor Submittals. Include materials testing reports, job-mix formulas, and other pertinent information satisfactory to the ENGINEER as specified herein.

#### 1.4 REMOVAL OF STRUCTURES AND OBSTRUCTIONS (LDOTD SSRB Section 202)

- A. **DESCRIPTION:** This work consists of the removal or the relocation of structures, facilities or obstructions, hereinafter referred to as "structures" from the project right-of-way unless specified otherwise. The removal of a structure from the project right-of-way is the razing, demolishing, and disposal of the item after salvageable parts, components, and materials, as designated on the plans, have been recovered by the contractor.
- B. **GENERAL:** This work shall be in accordance with the plans and the requirements of Section 202 of the LSSRB, 2006 and latest revisions. Removal and disposal of materials, material to be salvaged such as signs, traffic signals, and other relevant requirements shall be as directed by the OWNER.
- C. **MATERIALS: NOT USED**
- D. **EQUIPMENT: NOT USED**

E. **SUBMITTALS: NOT USED**

- F. **MEASUREMENT AND PAYMENT:** Removal of existing roadway materials beneath the existing asphaltic concrete pavement will be paid under general excavation measured by the theoretical volume based upon horizontal dimensions (See next section). Measurement and payment for will be made under the following items, which shall be full compensation for all required materials, tools, equipment, labor, and incidental work necessary to complete the item:

Item No	Pay Item	Pay Unit
B - 001	Removal and Disposal of Asphaltic Concrete Pavement (Variable Thickness)	Square Yard

1.5 EXCAVATION AND EMBANKMENT (LDOTD SSRB Section 203)

- A. **DESCRIPTION:** This work consists of excavation, disposal, placements, and compaction of all materials that are not provided for under other sections of these specifications, including excavation and embankment for roadways, driveways, sidewalks, medians, other structures, tree stumps, and all grading operations necessary for the work in accordance with these specifications and the lines, grades, thicknesses, and typical cross sections shown on the plans or established by the ENGINEER.
- B. **GENERAL:** This work shall be in accordance with the plans and the requirements of Section 203 of the LSSRB, 2006 and latest revisions. The CONTRACTOR shall carry out the excavation to line, grade, and cross slope as shown on the plans, Excavation to final sub grade shall be carefully executed as to not damage existing utilities to remain. CONTRACTOR shall be responsible for repairing and replacing any portion of existing utilities damaged through over – excavation and/or careless operations at his own cost. All repairs shall be completed in accordance with City of Slidell standards. Over – excavation of the roadway shall be brought to plan sub – grade elevation with granular material conforming to LDOTD LSSRB sub – section 1003.07 at CONTRACTOR's expense.
- C. **MATERIALS: Embankment:** Embankment shall be select fill (soil) material conforming to the requirements of Section 203.06 of the LSSRB. Soil shall be approved by the ENGINEER prior to being placed in embankment other uses on the project. A plastic embankment material (non – cohesive) shall be required for roadway shoulders as shown on the plan details or directed by the ENGINEER. The plastic embankment material shall be usable on-site excavated material or borrow material classified as CH or CL and free from waste, rubbish, large rocks, or other deleterious matter. The plastic embankment material shall conform to subsections 203.06 and 203.10 of the LSSRB. **Geotextile:** Geotextile shall be class D fabric in conformance to Section 1019 of the LSSRB.
- D. **EQUIPMENT: NOT USED**
- E. **SUBMITTALS: Proof of Compliance -** CONTRACTOR shall submit proof that the materials furnished under this section conform to such requirements. Published catalogue specification data that the items comply with the applicable standard

specifications and publications will be acceptable evidence of such compliance. When published data or catalogue specifications do not indicate compliance with items specified herein, Certificates shall be prepared by the manufacturer to indicated conformance with the requirements of these specifications. Certified factory test reports shall be submitted when the manufacturer performs routine testing.

- F. **MEASUREMENT AND PAYMENT:** General excavation and embankment shall be measured by theoretical volume in place. Payment for fabric shall be the design fabric areas as specified on the plans and any adjustments thereto. Overlaps will not be considered additional quantity for payment. Design quantities are based upon the surface areas shown on the plans to receive fabric, and will be adjusted if the ENGINEER makes changes to adjust for field conditions, if plan errors are proven, or if design changes are made. Measurement and payment for will be made under the following items, which shall be full compensation for all required materials, tools, equipment, labor, and incidental work necessary to complete the item:

Item No	Pay Item	Pay Unit
B – 002	General Excavation	Cubic Yard
B – 003	Embankment	Cubic Yard
B – 004	Geotextile Fabric	Square Yard

1.6 TEMPORARY EROSION CONTROL (LDOTD SSRB Section 204)

- A. **DESCRIPTION:** This work consists of constructing and maintaining temporary erosion control features shown on the plans or as directed by the ENGINEER. Installation of temporary erosion control measures shall be coordinated with construction of permanent erosion control features to the extent necessary to ensure economical, effective, and continuous control of erosion and water pollution throughout the life of the project.
- B. **GENERAL:** Temporary Erosion Control shall be in accordance with the requirements of Section 204 of the LSSRB, 2006, and latest revisions.
- C. **MATERIALS:** Materials shall be as specified within Subsection 204.03 of the LSSRB.
- D. **EQUIPMENT: NOT USED**
- E. **SUBMITTALS:** CONTRACTOR shall submit proof that the materials furnished under this section conform to such requirements. Published catalogue specification data that the items comply with the applicable standard specifications and publications will be acceptable evidence of such compliance. When published data or catalogue specifications do not indicate compliance with items specified herein, Certificates shall be prepared by the manufacturer to indicated conformance with the requirements of these specifications. Certified factory test reports shall be submitted when the manufacturer performs routine testing.
- F. **MEASUREMENT AND PAYMENT:** Measurement and payment for will be made under the following items, which shall be full compensation for all required materials, tools, equipment, labor, and incidental work necessary to complete the item:

Item No	Pay Item	Pay Unit
B – 005	Erosion Control Measures	Lump Sum

1.7 CLASS II BASE COURSE (LDOTD SSRB Section 302)

- A. **DESCRIPTION:** This work consists of furnishing and placing a crushed limestone Class II Base Course on a prepared surface in accordance with the Plans and the requirements contained within the specifications. Class II base course shall be compacted to at least 95% of maximum dry density near optimum water content in accordance with ASTM D 1557. The density of the Class II base course in place shall be checked by the testing laboratory prior to installation of paving.
- B. **GENERAL:** This work shall be in accordance with the requirements of Section 302 of the LSSRB, 2006, and latest revisions.
- C. **MATERIALS:** Crushed stone Class II Base Course used for this work shall be crushed limestone, in compliance with Subsections 1003.01 and 1003.03(b) of the LSSRB. The material shall consist of 100% crushed stone and be free of soil, roots, debris, rubbish, or any other deleterious materials. The presence of any other material that is not limestone may serve as the basis for rejection of the material upon visual inspection. **Testing:** Once the base course material sample from an approved supplier's stockpile is tested and accepted by the ENGINEER, no material shall be added to the approved, tested stockpile. The stockpile shall be retested any time the stockpile is replenished. The CONTRACTOR shall pay for any additional testing after the first test each time the dedicated stockpile is replenished, or when it is observed by the ENGINEER or OWNER representative that the material delivered on site differs from the material previously tested and approved. At each density testing location, the OWNER will pay for one test only; failed tests shall be charged to the CONTRACTOR. Test failures may be due to insufficient compaction, being outside of the acceptable moisture content range, or both. After two successive test failures due to lack of sufficient compaction at one location, the CONTRACTOR shall remove the base material, re - compact and test the sub – base, and place new base material at the location. After a test failure due to moisture content, the CONTRACTOR shall take active measures to correct the problem prior to re – testing. The CONTRACTOR will not be paid for the installation of unacceptable base material nor will payment be made for pavement placed on top of unacceptable base material. Furthermore, any work related to the use of unacceptable base material shall be paid for by the CONTRACTOR (Testing Laboratory Services, etc).
- D. **EQUIPMENT: NOT USED**
- E. **SUBMITTALS:** CONTRACTOR shall submit proof that the materials furnished under this section conform to such requirements. Published catalogue specification data that the items comply with the applicable standard specifications and publications will be acceptable evidence of such compliance. When published data or catalogue specifications do not indicate compliance with items specified herein, Certificates shall be prepared by the manufacturer to indicated conformance with the requirements of these specifications. Certified factory test reports shall be submitted when the manufacturer performs routine testing.
- F. **MEASUREMENT AND PAYMENT:** The quantities for Class II Base Course are based upon the surface areas shown on the plans to receive Class II Base Course. Measurement and payment for will be made under the following items, which shall be full

compensation for all required materials, tools, equipment, labor, and incidental work necessary to complete the item:

Item No	Pay Item	Pay Unit
B – 006	Class II Base Course, 12" Thick	Square Yard

1.8 SCARIFYING AND COMPACTING ROADBED (LDOTD SSRB Section 306)

- A. **DESCRIPTION:** This work consists of scarifying, shaping, and compacting an existing roadbed to form a subbase or base course in accordance with these specifications, and in conformity with the lines, grades, depth, and cross section shown on the plans or established. Existing materials shall be scarified for the full width of road bed at a minimum depth of 6 inches, shaped to the required section, and uniformly compacted to at least 95 percent of the maximum dry density for sub base. Any damage to the scarified roadbed prior to compaction shall be corrected at no direct pay. The scarified, shaped, and compacted roadbed shall have a smooth, uniform, closely knit surface, free from ridges, waves, depressions, or loose materials, the ENGINEER or OWNER's representative will perform an inspection to determine whether the base is acceptable before any further construction takes place.
- B. **GENERAL:** This work shall be in accordance with the requirements of Section 306 of the LSSRB, 2006, and latest revisions.
- C. **MATERIALS:** Per LSSRB.
- D. **EQUIPMENT:** Per LSSRB.
- E. **SUBMITTALS: NOT USED**
- F. **MEASUREMENT AND PAYMENT:** The quantities of scarifying and compacting the roadbed for payment will be the design lengths or area as specified in the plans and adjustments thereto. Design quantities are based upon the horizontal dimensions of the roadbed shown on the plans. Design quantities will be adjusted when the ENGINEER makes changes to adjust to field conditions, if plan errors are proven, or when design changes are necessary. Measurement and payment for will be made under the following items, which shall be full compensation for all required materials, tools, equipment, labor, and incidental work necessary to complete the item:

Item No	Pay Item	Pay Unit
B – 007	Scarifying and Compacting Road Bed	Square Yard

1.9 TRAFFIC MAINTENANCE AGGREGATE (LDOTD SSRB Section 403)

- A. **DESCRIPTION:** This work consists of furnishing, placing, and removing aggregate surfacing for maintenance of traffic as directed and in accordance with the plans and specifications.
- B. **GENERAL:** This work shall be in accordance with the requirements of Section 403 of the LSSRB, 2006, and latest revisions.
- C. **MATERIALS: NOT USED**

D. **EQUIPMENT: NOT USED**

E. **SUBMITTALS:** CONTRACTOR shall submit proof that the materials furnished under this section conform to such requirements. Published catalogue specification data that the items comply with the applicable standard specifications and publications will be acceptable evidence of such compliance. When published data or catalogue specifications do not indicate compliance with items specified herein, Certificates shall be prepared by the manufacturer to indicated conformance with the requirements of these specifications. Certified factory test reports shall be submitted when the manufacturer performs routine testing.

F. **MEASUREMENT AND PAYMENT:** There shall be no direct pay for traffic maintenance aggregate.

1.10 SUPERPAVE ASPHALTIC CONCRETE MIXTURES (LDOTD SSRB Section 502)

A. **DESCRIPTION:** These specifications are applicable to asphaltic wearing and binder courses of plant mix type. The work consists of furnishing and construction more or more courses of asphaltic concrete mixture applied hot in conformance with the lines, thicknesses, and typical cross sections shown on the plans or established by the ENGINEER. The mixture shall consist of aggregates with additives, combined in such proportions as to meet the requirements outlined in part C of this sub – section (Materials). The CONTRACTOR shall notify residents affected by the construction and ensure that parked vehicles are removed from the construction area.

When paved driveways, paved shoulders not to be overlaid, and paved parking areas, etc. outside of the area to be reconstructed require additional asphaltic concrete to be placed outside the normal limits, CONTRACTOR shall provide a smooth vertical transition to facilitate drainage and access. The limits of such additional asphalt concrete shall be as directed by the ENGINEER or OWNER's representative, but in no cases shall extend past the existing right of way. Methods of placement and compaction shall be as approved by the ENGINEER. Surface tolerances shall not apply, but area shall be finished to the satisfaction of the OWNER and ENGINEER.

B. **GENERAL:** This work shall be in accordance with the requirements of Section 502 of the LSSRB, 2006, and latest revisions. The gradation of the mixture shall be type 8 for wearing and binder courses.

C. **MATERIALS:** Asphalt concrete mixes shall be Type 3 for Binder and Wearing Courses. All materials, design, and construction methods shall conform to the requirements of Sections 502, 503, 504, 505, 505, 1002, and 1003 of the LSSRB except as amended herein. Binder course shall be ¾" or 1" nominal aggregate size. One a size is chosen, CONTRACTOR shall not change sizes unless approved by the ENGINEER. Reclaimed Asphalt Pavement (RAP) will be allowed in all binder courses up to a maximum of 30%. Mixes containing 0-20% and up to 30% shall use PG58-28 (AC – 10) Asphalt Cement. Wearing course shall be ½" nominal aggregate size. At the option of the CONTRACTOR, RAP will be allowed up to a maximum of 15%. Asphalt Cement shall be PG-64-22 (AC -30) Asphalt Cement unless specified otherwise.

CONTRACTOR shall keep accurate records, including proof of deliveries of all materials for use in Asphaltic Concrete mixtures. Copies of these records shall be furnished to the ENGINEER or OWNER upon request. Materials to be used must be listed on the current LDOTD Qualified Product List (QPL).

There shall be no visible segregation of the asphaltic concrete mix. Before each lift is rolled, the texture of the unrolled material shall be checked to ensure its uniformity. Any areas of segregation or other surface irregularities shall be corrected prior to rolling. All areas containing insufficient amounts of liquid asphalt binder, all areas showing segregation of materials, and all areas unbounded after rolling shall be removed and replaced by the CONTRACTOR at no additional cost to the OWNER.

- D. **EQUIPMENT:** All equipment, asphalt, plant, paver, rollers, trucks, etc. used on this project shall be certified in accordance with current LDOTD procedures, per Section 503 of the LSSRB.
- E. **SUBMITTALS:** CONTRACTOR shall submit proof that the materials furnished under this section conform to such requirements. Published catalogue specification data that the items comply with the applicable standard specifications and publications will be acceptable evidence of such compliance. When published data or catalogue specifications do not indicate compliance with items specified herein, Certificates shall be prepared by the manufacturer to indicated conformance with the requirements of these specifications. Certified factory test reports shall be submitted when the manufacturer performs routine testing. CONTRACTOR shall submit mix design for review and approval.
- F. **MEASUREMENT AND PAYMENT:** CONTRACTOR shall provide stamped tickets for each truckload of material. Material lost, wasted, rejected, or applied contrary to the specifications will not be measured for payment. No payment will be made for asphaltic concrete placed without haul tickets signed or initialed by OWNER's representative. Measurement for asphalt binder and wearing course shall be made by ton. Tack coat prime coat, and curing compound will be included in the cost of asphalt. No direct payment will be made for these items.

Asphaltic concrete will be paid for at the contract unit price per square yard. When the mixture does not conform to acceptance requirements, payment will be made at an adjusted price per unit of measurement in accordance with Section 502 of the LSSRB. The lowest percentage of contract price will be used for the final adjustment in unit price for deficiencies in Marshall stability, pavement density, aggregate gradation, and anti – strip additive.

The quantities of asphaltic concrete shown are based upon 110 lbs/sq.yd/inch thickness. The theoretical specific gravity of the job mix shall not exceed 2.55.

Measurement and payment for will be made under the following items, which shall be full compensation for all required materials, tools, equipment, labor, and incidental work necessary to complete the item:

Item No	Pay Item	Pay Unit
B – 008	Asphaltic Concrete Binder Course, 5" Thick	Ton
B – 009	Asphaltic Concrete Wearing Course, 3" Thick	Ton

1.11 CULVERTS AND STORM DRAINS (LDOTD SSRB Section 701)

- A. **DESCRIPTION:** This work consists of furnishing, installing, and cleaning pipe, pipe arch storm drains and sewers, also referred to as culverts or conduit, in accordance with these plans and specifications and in conformity with lines and grades shown on the plans or established.

Alignment and elevations of drain lines may be adjusted at the discretion of the ENGINEER.

CONTRACTOR shall furnish new pipe, fittings, or other materials required. CONTRACTOR shall replace, at his own expense, any pipe, fittings, and other materials existing which are damaged by his operations.

- B. **GENERAL:** This work shall be in accordance with the requirements of Section 701 of the LSSRB, 2006, and latest revisions.

- C. **MATERIALS:** Per LSSRB. Pipe shall be sizes and types appearing in the plans and should comply with Section 701 of the LSSRB. Bedding shall consist of gravel or crushed stone conforming to Section 726 and 1003.08 of the LSSRB and in accordance with the details shown on the drawings. Backfill shall consist of compacted river sand compacted to 97% of maximum dry density at optimum moisture content and shall be free of deleterious matter and shall be capable of being compacted to the lines, grade, and thicknesses shown on the plans. Reinforced concrete pipe (RCP) shall be ASTM Classification C – 76, Class III, Type 2 Joint, and in conformance with LSSRB Sections 701, 1006, and 1007.

- D. **EQUIPMENT:** Per LSSRB.

- E. **SUBMITTALS:** CONTRACTOR shall submit proof that the materials furnished under this section conform to such requirements. Published catalogue specification data that the items comply with the applicable standard specifications and publications will be acceptable evidence of such compliance. When published data or catalogue specifications do not indicate compliance with items specified herein, Certificates shall be prepared by the manufacturer to indicated conformance with the requirements of these specifications. Certified factory test reports shall be submitted when the manufacturer performs routine testing.

- F. **MEASUREMENT AND PAYMENT:** CONTRACTOR shall provide excavation, timber foundation, bedding, sheeting and bracing, filter cloth, any necessary sawcutting, plugs, and granular backfill in accordance with the plan details at no direct payment. Excavated material shall be either stockpiled on site for use as embankment elsewhere on the project or disposed of offsite by the CONTRACTOR at no additional cost. Payment shall constitute full compensation for excavation placing of pipe, and backfill as shown on the plans. Measurement and payment for will be made under the following items, which shall

be full compensation for all required materials, tools, equipment, labor, and incidental work necessary to complete the item:

Item No	Pay Item	Pay Unit
B – 010	15" RC Drain Pipe	Linear Foot

1.12 MANHOLES, JUNCTION BOXES, AND CATCH BASINS (LDOTD SSRB Section 702)

- A. **DESCRIPTION:** This work consists of the construction, installation, and adjustment of manholes, junction boxes, catch basins, culvert end treatments and safety ends in accordance with the lines and grades shown on the plans or established.
- B. **GENERAL:** This work shall be in accordance with the requirements of Section 702 of the LSSRB, 2006, and latest revisions. Adjustment of manholes or catch basins will be accomplished by removal or the addition in height of necessary brick; concrete, or reinforcing steel to achieve new elevation of the structure to match surrounding elevations. The adjustment of sewer cleanouts and water valve boxes will be accomplished by removing and replacing the existing stack or riser with a new stack or riser at the proper length to allow for the cover to match the surrounding elevations. Existing grating, framing, and covers will be cleaned and reused if in good condition.
- C. **MATERIALS:** Per LSSRB.
- D. **EQUIPMENT: NOT USED**
- E. **SUBMITTALS:** CONTRACTOR shall submit proof that the materials furnished under this section conform to such requirements. Published catalogue specification data that the items comply with the applicable standard specifications and publications will be acceptable evidence of such compliance. When published data or catalogue specifications do not indicate compliance with items specified herein, Certificates shall be prepared by the manufacturer to indicated conformance with the requirements of these specifications. Certified factory test reports shall be submitted when the manufacturer performs routine testing.
- F. **MEASUREMENT AND PAYMENT:** No measurement or direct payment shall be made for excavation, sheeting, bracing, crushed stone bedding, granular backfill, or any other incidental construction of the drainage structures under this Section. The accepted quantities of manholes, catch basins, and other structures as per the plans shall be paid for at the contract unit price for each, which shall be full compensation for all required materials, tools, equipment, labor, and incidental work necessary to complete the item. Measurement and payment for will be made under the following items, which shall be full compensation for all required materials, tools, equipment, labor, and incidental work necessary to complete the item:

Item No	Pay Item	Pay Unit
B – 011	Catch Basin (Drop Inlet)	Each
B – 012	Adjusting Manhole	Each
B – 013	Adjusting Drop Inlet	Each
B – 014	Adjusting Water Valve Box	Each

1.13 CONCRETE WALKS, DRIVES, AND INCIDENTAL PAVING (LDOTD SSRB Section 706)

- A. **DESCRIPTION:** This work consists of furnishing and constructing Portland cement concrete (PCC) walks, handicapped curb ramps, drives, and incidental paving slabs in accordance with lines, grades, and dimensions shown on the plans or established.
- B. **GENERAL:** This work shall be in accordance with the requirements of Section 706 of the LSSRB, 2006, and latest revisions. Construction shall conform to the details shown on the drawings. All incidental concrete paving to have a broom finish. Existing driveways will be replaced in like kind with no additional payment.
- C. **MATERIALS:** Per LSSRB.
- D. **EQUIPMENT:** Per LSSRB.
- E. **SUBMITTALS: NOT USED**
- F. **MEASUREMENT AND PAYMENT:** No measurement shall be made for reinforcing steel, joint materials, saw cuts, curing membrane, curb transitions, excavation, or fill. Payment shall be full compensation for all required materials, tools, equipment, labor, and incidental work necessary to complete the item. Measurement and payment for will be made under:

Item No	Pay Item	Pay Unit
B – 015	Concrete Driveways	Square Yard

1.14 TEMPORARY TRAFFIC CONTROL (LDOTD SSRB Section 713)

- A. **DESCRIPTION:** This work consists of furnishing, installing, maintaining, and removing temporary traffic barricades, pre-cast concrete barriers, lights, signals, pavement markings and signs, providing flaggers and complying with all other requirements regarding the protection of the work, workers, and public safety.
- B. **GENERAL:** This work shall be in accordance with the requirements of the Manual on Uniform Traffic Control Devices (MUTCD) and Section 706 of the LSSRB, 2006, and latest revisions.
- C. **MATERIALS: NOT USED**
- D. **EQUIPMENT: NOT USED**
- E. **SUBMITTALS: NOT USED**

- F. **MEASUREMENT AND PAYMENT:** Measurement and payment for will be made under the following items, which shall be full compensation for all required materials, tools, equipment, labor, and incidental work necessary to complete the item:

Item No	Pay Item	Pay Unit
B – 016	Temporary Traffic Controls	Lump Sum

1.15 MOBILIZATION (LDOTD SSRB Section 727)

- A. **DESCRIPTION:** This work consists of preparatory work operation, and operations, including those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site, the cost of bonds and any other required insurance, and other pre-construction expenses necessary for the start of the work.
- B. **GENERAL:** This work shall be in accordance with Section 727 of the LSSRB, 2006, and latest revisions.
- C. **MATERIALS: NOT USED**
- D. **EQUIPMENT: NOT USED**
- E. **SUBMITTALS: NOT USED**
- F. **MEASUREMENT AND PAYMENT:** Measurement and payment for will be made under the following items, which shall be full compensation for all required materials, tools, equipment, labor, and incidental work necessary to complete the item:

Item No	Pay Item	Pay Unit
B – 017	Mobilization	Lump Sum

1.16 TRAFFIC SIGNS AND DEVICES (LDOTD SSRB Section 729)

- A. **DESCRIPTION:** This work consists of furnishing and installing traffic signs, dead end road installations, markers and delineators, with accessories, posts, and overhead spans of specified materials, sizes, shapes, weights, and designs.
- B. **GENERAL:** This work shall be in accordance with Section 729 of the LSSRB, 2006, the MUTCD, latest edition. Signs shall be fabricated in an approved plant.
- C. **MATERIALS:** Per LSSRB.
- D. **EQUIPMENT:** Per LSSRB.
- E. **SUBMITTALS:** CONTRACTOR shall submit proof that the materials furnished under this section conform to such requirements. Published catalogue specification data that the items comply with the applicable standard specifications and publications will be acceptable evidence of such compliance. When published data or catalogue specifications do not indicate compliance with items specified herein, Certificates shall be prepared by the manufacturer to indicated conformance with the requirements of these specifications. Certified factory test reports shall be submitted when the manufacturer performs routine testing.

- F. **MEASUREMENT AND PAYMENT:** Measurement and payment for will be made under the following items, which shall be full compensation for all required materials, tools, equipment, labor, and incidental work necessary to complete the item:

Item No	Pay Item	Pay Unit
B – 018	Traffic Signs and Devices (Permanent)	Lump Sum

1.17 RAISED PAVEMENT MARKERS (LDOTD SSRB Section 731)

- A. **DESCRIPTION:** This work consists of furnishing and placing raised pavement markers in accordance with the plan details. CONTRACTOR shall be responsible for field layout and alignment of the markers in accordance with the plan details.
- B. **GENERAL:** This work shall be in accordance with Section 731 of the LSSRB, 2006, and latest revisions.
- C. **MATERIALS:** Per LSSRB.
- D. **EQUIPMENT: NOT USED**
- E. **SUBMITTALS:** CONTRACTOR shall submit proof that the materials furnished under this section conform to such requirements. Published catalogue specification data that the items comply with the applicable standard specifications and publications will be acceptable evidence of such compliance. When published data or catalogue specifications do not indicate compliance with items specified herein, Certificates shall be prepared by the manufacturer to indicated conformance with the requirements of these specifications. Certified factory test reports shall be submitted when the manufacturer performs routine testing.
- F. **MEASUREMENT AND PAYMENT:** Measurement and payment for will be made under the following items, which shall be full compensation for all required materials, tools, equipment, labor, and incidental work necessary to complete the item:

Item No	Pay Item	Pay Unit
B – 019	Raised Pavement Markers	Lump Sum

1.18 THERMOPLASTIC PAVEMENT MARKINGS (LDOTD SSRB Section 732)

- A. **DESCRIPTION:** This work consists of furnishing and placing reflective pavement markings of hot applied thermoplastic or pre-formed (cold or hot applied) plastic plastic at the locations shown on the plans. This work shall be in accordance with the MUTCD, the plans, and these specifications.
- B. **GENERAL:** This work shall be in accordance with Section 732 of the LSSRB, 2006, and latest revisions.
- C. **MATERIALS:** Per LSSRB.
- D. **EQUIPMENT: NOT USED**

- E. **SUBMITTALS:** CONTRACTOR shall submit proof that the materials furnished under this section conform to such requirements. Published catalogue specification data that the items comply with the applicable standard specifications and publications will be acceptable evidence of such compliance. When published data or catalogue specifications do not indicate compliance with items specified herein, Certificates shall be prepared by the manufacturer to indicated conformance with the requirements of these specifications. Certified factory test reports shall be submitted when the manufacturer performs routine testing.
- F. **MEASUREMENT AND PAYMENT:** Measurement and payment for will be made under the following items, which shall be full compensation for all required materials, tools, equipment, labor, and incidental work necessary to complete the item:

Item No	Pay Item	Pay Unit
B – 020	Thermoplastic Pavement Markings	Lump Sum

1.19 CONSTRUCTION LAYOUT (LDOTD SSRB Section 740)

- A. **DESCRIPTION:** This work consists of establishing lines and grades, taking all cross sections, and staking out the construction work in accordance with the plans and with these specifications.
- B. **GENERAL:** This work shall be in accordance with Section 740 of the LSSRB, 2006, and latest revisions. Horizontal and Vertical Control shall be as indicated within the general notes of the plans.
- C. **MATERIALS: NOT USED**
- D. **EQUIPMENT: NOT USED**
- E. **SUBMITTALS: NOT USED**
- F. **MEASUREMENT AND PAYMENT:** Measurement and payment for will be made under the following items, which shall be full compensation for all required materials, tools, equipment, labor, and incidental work necessary to complete the item:

Item No	Pay Item	Pay Unit
B – 021	Construction Layout	Lump Sum

1.20 SAWCUTTING EXISTING PAVEMENT (SUPPLEMENTAL)

- A. **DESCRIPTION:** This work consists of sawcutting existing pavement to facilitate the removal of pavement, driveways, sidewalks, and curbs where applicable. This shall consist of cutting a clean groove along the edge of pavement to be removed as shown on the plans or as directed by the ENGINEER.
- B. **GENERAL:** All cuts shall be made with a vertical face at right angles to any existing pavement edge of the pavement edge or curb as directed by the ENGINEER or shown on the plans. All cuts shall be made to a true line and clean. The depth of cuts shall be full – depth without damage to the surrounding pavement or structures to be left in place.

After the edges have been cut, the areas to be removed shall be broken into small pieces with pneumatic chisels or drilled and the matter removed. Cuts shall be made such that existing reinforcing steel is not damaged. Any damage to the surrounding pavement to remain in place shall be replaced at the expense of the CONTRACTOR.

C. **MATERIALS: NOT USED**

D. **EQUIPMENT: NOT USED**

E. **SUBMITTALS: NOT USED**

F. **MEASUREMENT AND PAYMENT:** Measurement and payment for will be made under the following items, which shall be full compensation for all required materials, tools, equipment, labor, and incidental work necessary to complete the item:

Item No	Pay Item	Pay Unit
B – 022	Asphalt or Portland Cement Concrete Saw Cut	Lump Sum

1.21 WATER CONNECTIONS (SUPPLEMENTAL)

A. **DESCRIPTION:** This work consists of the installation of water services in accordance with the plan details and in accordance with requirements of the OWNER (City of Slidell).

Alignment and elevations shall be as directed by the ENGINEER and by the OWNER's representative in the field. The CONTRACTOR shall conduct his operations in such manner as to cause the least interruption to service.

CONTRACTOR shall furnish any new pipe, fittings, and other materials required.

B. **GENERAL:** This work shall be in accordance with the details shown on the plans and the requirements of the OWNER. CONTRACTOR shall coordinate with OWNER on materials requirements.

C. **MATERIALS:** Per OWNER. Pipe, fittings, and other materials furnished by the CONTRACTOR shall meet the OWNER's standards and shall be approved by the ENGINEER.

D. **EQUIPMENT: NOT USED**

E. **SUBMITTALS:** CONTRACTOR shall submit proof that the materials furnished under this section conform to such requirements. Published catalogue specification data that the items comply with the applicable standard specifications and publications will be acceptable evidence of such compliance. When published data or catalogue specifications do not indicate compliance with items specified herein, Certificates shall be prepared by the manufacturer to indicated conformance with the requirements of these specifications. Certified factory test reports shall be submitted when the manufacturer performs routine testing.

F. **MEASUREMENT AND PAYMENT:** Measurement and payment for will be made under the following items, which shall be full compensation for all required materials, tools, equipment, labor, and incidental work necessary to complete the item:

Item No	Pay Item	Pay Unit
B – 023	Water Connection	Each

1.22 SEWER HOUSE CONNECTIONS (SUPPLEMENTAL)

- A. **DESCRIPTION:** This work consists of the installation of sewer services in accordance with the plan details and in accordance with requirements of the OWNER (City of Slidell).

Alignment and elevations shall be as directed by the ENGINEER and by the OWNER's representative in the field. The CONTRACTOR shall conduct his operations in such manner as to cause the least interruption to service.

CONTRACTOR shall furnish any new pipe, fittings, and other materials required.

- B. **GENERAL:** This work shall be in accordance with the details shown on the plans and the requirements of the OWNER. CONTRACTOR shall coordinate with OWNER on materials requirements.

- C. **MATERIALS:** Per OWNER. Pipe, fittings, and other materials furnished by the CONTRACTOR shall meet the OWNER's standards and shall be approved by the ENGINEER. Polyvinyl chloride (PVC) pipe shall conform to ASTM D3034 – Standard Specifications for PVC Sewer Pipe and Fittings, SDR 26. Full body SDR 35 fittings shall be used for all connections. All fittings shall conform to the requirements of ASTM D3034. Connections between existing and new pipe shall be jointed with rigid – non – shear couplings as manufactured by Fernco or approved equal.

- D. **EQUIPMENT: NOT USED**

- E. **SUBMITTALS:** CONTRACTOR shall submit proof that the materials furnished under this section conform to such requirements. Published catalogue specification data that the items comply with the applicable standard specifications and publications will be acceptable evidence of such compliance. When published data or catalogue specifications do not indicate compliance with items specified herein, Certificates shall be prepared by the manufacturer to indicated conformance with the requirements of these specifications. Certified factory test reports shall be submitted when the manufacturer performs routine testing.

- F. **MEASUREMENT AND PAYMENT:** Measurement and payment for will be made under the following items, which shall be full compensation for all required materials, tools, equipment, labor, and incidental work necessary to complete the item:

Item No	Pay Item	Pay Unit
B – 024	Sewer House Connection	Each

1.23 ALTERNATE – DEDUCT 6" OF CLASS II BASE COURSE (DEDUCTIVE ALTERNATE ITEM)

- A. **DESCRIPTION:** This item is a deductive item related to the alternate roadway section shown in the Plans. This item is part of Bid Alternate 1. This work consists of furnishing and placing a crushed limestone Class II Base Course on a prepared surface in accordance with the Plans and the requirements contained within the

specifications. Class II base course shall be compacted to at least 95% of maximum dry density near optimum water content in accordance with ASTM D 1557. The density of the Class II base course in place shall be checked by the testing laboratory prior to installation of paving.

- B. **GENERAL:** This work shall be in accordance with the requirements of Section 302 of the LSSRB, 2006, and latest revisions.
- C. **MATERIALS:** Crushed stone Class II Base Course used for this work shall be crushed limestone, in compliance with Subsections 1003.01 and 1003.03(b) of the LSSRB. The material shall consist of 100% crushed stone and be free of soil, roots, debris, rubbish, or any other deleterious materials. The presence of any other material that is not limestone may serve as the basis for rejection of the material upon visual inspection. **Testing:** Once the base course material sample from an approved supplier's stockpile is tested and accepted by the ENGINEER, no material shall be added to the approved, tested stockpile. The stockpile shall be retested any time the stockpile is replenished. The CONTRACTOR shall pay for any additional testing after the first test each time the dedicated stockpile is replenished, or when it is observed by the ENGINEER or OWNER representative that the material delivered on site differs from the material previously tested and approved. At each density testing location, the OWNER will pay for one test only; failed tests shall be charged to the CONTRACTOR. Test failures may be due to insufficient compaction, being outside of the acceptable moisture content range, or both. After two successive test failures due to lack of sufficient compaction at one location, the CONTRACTOR shall remove the base material, re - compact and test the sub - base, and place new base material at the location. After a test failure due to moisture content, the CONTRACTOR shall take active measures to correct the problem prior to re - testing. The CONTRACTOR will not be paid for the installation of unacceptable base material nor will payment be made for pavement placed on top of unacceptable base material. Furthermore, any work related to the use of unacceptable base material shall be paid for by the CONTRACTOR (Testing Laboratory Services, etc).
- D. **EQUIPMENT: NOT USED**
- E. **SUBMITTALS:** CONTRACTOR shall submit proof that the materials furnished under this section conform to such requirements. Published catalogue specification data that the items comply with the applicable standard specifications and publications will be acceptable evidence of such compliance. When published data or catalogue specifications do not indicate compliance with items specified herein, Certificates shall be prepared by the manufacturer to indicated conformance with the requirements of these specifications. Certified factory test reports shall be submitted when the manufacturer performs routine testing.
- F. **MEASUREMENT AND PAYMENT:** The quantities for Class II Base Course are based upon the surface areas shown on the plans to receive Class II Base Course. Measurement and payment for will be made under the following items, which shall be full compensation for all required materials, tools, equipment, labor, and incidental work necessary to complete the item:

#### 1.24 RECONSTRUCTION OF ASPHALT DRIVEWAYS

- A. **DESCRIPTION:** This work consists of furnishing materials and constructing new asphalt driveways in accordance with lines, grades, and dimensions shown on the plans or established.

- B. **GENERAL:** This work shall be in accordance with the requirements of Section 502 and 302 of the LSSRB, 2006, and latest revisions. Construction shall conform to the details shown on the drawings.
- C. **MATERIALS:** Per LSSRB.
- D. **EQUIPMENT:** Per LSSRB.
- E. **SUBMITTALS: NOT USED**
- F. **MEASUREMENT AND PAYMENT:** Measurement and payment for will be made under:

Item No	Pay Item	Pay Unit
B - 025	Reconstruction of Asphalt Driveways	Square Yard

1.25 ALTERNATE – DEDUCT 1” OF ASPHALTIC CONCRETE BINDER COURSE (BY THICKNESS) SUPERPAVE ASPHALTIC CONCRETE MIXTURES (LDOTD SSRB Section 501)

- A. **DESCRIPTION:** This item is a deductive item related to the alternate roadway section shown in the Plans. This item is part of Bid Alternate 1. These specifications are applicable to asphaltic wearing and binder courses of plant mix type. The work consists of furnishing and construction mone or more courses of asphaltic concrete mixture applied hot in conformance with the lines, thicknesses, and typical cross sections shown on the plans or established by the ENGINEER. The mixture shall consist of aggregates with additives, combined in such proportions as to meet the requirements outlined in part C of this sub – section (Materials). The CONTRACTOR shall notify residents affected by the construction and ensure that parked vehicles are removed from the construction area.

When paved driveways, paved shoulders not to be overlaid, and paved parking areas, etc. outside of the area to be reconstructed require additional asphaltic concrete to be placed outside the normal limits, CONTRACTOR shall provide a smooth vertical transition to facilitate drainage and access. The limits of such additional asphalt concrete shall be as directed by the ENGINEER or OWNER’s representative, but in no cases shall extend past the existing right of way. Methods of placement and compaction shall be as approved by the ENGINEER. Surface tolerances shall not apply, but area shall be finished to the satisfaction of the OWNER and ENGINEER.

- B. **GENERAL:** This work shall be in accordance with the requirements of Section 502 of the LSSRB, 2006, and latest revisions. The gradation of the mixture shall be type 8 for wearing and binder courses.
- C. **MATERIALS:** Asphalt concrete mixes shall be Type 3 for Binder and Wearing Courses. All materials, design, and construction methods shall conform to the requirements of Sections 502, 503, 504, 505, 505, 1002, and 1003 of the LSSRB except as amended herein. Binder course shall be ¾” or 1” nominal aggregate size. One a size is chosen, CONTRACTOR shall not change sizes unless approved by the ENGINEER. Reclaimed Asphalt Pavement (RAP) will be allowed in all binder courses up to a maximum of 30%. Mixes containing 0-20% and up to 30% shall use PG58-28 (AC – 10) Asphalt Cement.

Wearing course shall be ½” nominal aggregate size. At the option of the CONTRACTOR, RAP will be allowed up to a maximum of 15%. Asphalt Cement shall be PG-64-22 (AC -30) Asphalt Cement unless specified otherwise.

CONTRACTOR shall keep accurate records, including proof of deliveries of all materials for use in Asphaltic Concrete mixtures. Copies of these records shall be furnished to the ENGINEER or OWNER upon request. Materials to be used must be listed on the current LDOTD Qualified Product List (QPL).

There shall be no visible segregation of the asphaltic concrete mix. Before each lift is rolled, the textured of the unrolled material shall be checked to ensure its uniformity. Any areas of segregation or other surface irregularities shall be corrected prior to rolling. All areas containing insufficient amounts of liquid asphalt binder, all areas showing segregation of materials, and all areas unbounded after rolling shall be removed and replaced by the CONTRACTOR at no additional cost to the OWNER.

- D. **EQUIPMENT:** All equipment, asphalt, plant, paver, rollers, trucks, etc. used on this project shall be certified in accordance with current LDOTD procedures, per Section 503 of the LSSRB.
- E. **SUBMITTALS:** CONTRACTOR shall submit proof that the materials furnished under this section conform to such requirements. Published catalogue specification data that the items comply with the applicable standard specifications and publications will be acceptable evidence of such compliance. When published data or catalogue specifications do not indicate compliance with items specified herein, Certificates shall be prepared by the manufacturer to indicated conformance with the requirements of these specifications. Certified factory test reports shall be submitted when the manufacturer performs routine testing. CONTRACTOR shall submit mix design for review and approval.
- F. **MEASUREMENT AND PAYMENT:** CONTRACTOR shall provide stamped tickets for each truckload of material. Material lost, wasted, rejected, or applied contrary to the specifications will not be measured for payment. No payment will be made for asphaltic concrete placed without haul tickets signed or initialed by OWNER’s representative. Measurement for asphalt binder and wearing course shall be made by ton. Tack coat prime coat, and curing compound will be included in the cost of asphalt. No direct payment will be made for these items.

Asphaltic concrete will be paid for at the contract unit price per square yard. When the mixture does not conform to acceptance requirements, payment will be made at an adjusted price per unit of measurement in accordance with Section 502 of the LSSRB. The lowest percentage of contract price will be used for the final adjustment in unit price for deficiencies in Marshall stability, pavement density, aggregate gradation, and anti – strip additive.

The quantities of asphaltic concrete shown are based upon 110 lbs/sq.yd/inch thickness. The theoretical specific gravity of the job mix shall not exceed 2.55.

Measurement and payment for will be made under the following items, which shall be full compensation for all required materials, tools, equipment, labor, and incidental work necessary to complete the item:

- G. **MEASUREMENT AND PAYMENT:** Measurement for asphalt binder and wearing course shall be made by ton. Tack coat and prime coat will be included in the cost of asphalt. No direct payment will be made for these items. Measurement and payment for will be

made under the following items, which shall be full compensation for all required materials, tools, equipment, labor, and incidental work necessary to complete the item:

Item No	Pay Item	Pay Unit
A – 002	Deduct 1” of Asphaltic Concrete Binder Course (Deductive)	Ton

1.26 GRANULAR MATERIAL (LDOTD SSRB Section 723)

- A. **DESCRIPTION:** This item is an additive item related to the alternate roadway section shown in the Plans. This item is part of Bid Alternate 1. This work consists of furnishing and placing granular material in accordance with the specifications and in conformity with the lines, grades, and typical sections shown in the plans or as directed by the ENGINEER.
- B. **GENERAL:** This work shall be in accordance with Section 723 of the LSSRB, 2006, and latest revisions.
- C. **MATERIALS:** Per LSSRB, Section 723. Granular material shall be non – plastic and siliceous materials conforming to the requirements of LSSRB Sub – section 1003.07. Materials shall be placed, properly shaped, and uniformly compacted by approved methods to a minimum of 97% of the maximum dry density for the depth of the backfill. CONTRACTOR shall make corrections as necessary to meet the required specifications at no expense to OWNER.
- D. **EQUIPMENT: NOT USED**
- E. **SUBMITTALS:** CONTRACTOR shall submit proof that the materials furnished under this section conform to such requirements. Published catalogue specification data that the items comply with the applicable standard specifications and publications will be acceptable evidence of such compliance. When published data or catalogue specifications do not indicate compliance with items specified herein, Certificates shall be prepared by the manufacturer to indicated conformance with the requirements of these specifications. Certified factory test reports shall be submitted when the manufacturer performs routine testing.
- F. **MEASUREMENT AND PAYMENT:** The quantities for Granular Material are based upon the surface areas shown on the plans to receive Granular Material. The quantities of granular material for payment will be the design Measurement and payment for will be made under the following items, which shall be full compensation for all required materials, tools, equipment, labor, and incidental work necessary to complete the item:

Item No	Pay Item	Pay Unit
A - 003	Add Granular Fill, 12” thick	Lump Sum

1.27 ALTERNATE – ADDITIONAL EXCAVATION AND EMBANKMENT (LDOTD SSRB Section 203)

- A. **DESCRIPTION:** This item is an additive item related to the alternate roadway section shown in the Plans. This item is part of Bid Alternate 1. This work consists of excavation, disposal, placements, and compaction of all materials that are not

provided for under other sections of these specifications, including excavation and embankment for roadways, driveways, sidewalks, medians, and other structures, and all grading operations necessary for the work in accordance with these specifications and the lines, grades, thicknesses, and typical cross sections shown on the plans or established by the ENGINEER.

- B. **GENERAL:** This work shall be in accordance with the plans and the requirements of Section 203 of the LSSRB, 2006 and latest revisions. The CONTRACTOR shall carry out the excavation to line, grade, and cross slope as shown on the plans, Excavation to final sub grade shall be carefully executed as to not damage existing utilities to remain. CONTRACTOR shall be responsible for repairing and replacing any portion of existing utilities damaged through over – excavation and/or careless operations at his own cost. All repairs shall be completed in accordance with City of Slidell standards. Over – excavation of the roadway shall be brought to plan sub – grade elevation with granular material conforming to LDOTD LSSRB sub – section 1003.07 at CONTRACTOR's expense.
- C. **MATERIALS:** Materials for embankment shall be granular materials, AASHTO classification A-4 or higher with a Plasticity Index (PI) not to exceed 4, or suitable material obtained from excavation. It shall be free of trash, weeds, large lumps, humus, or any other deleterious matter and shall be capable of being easily shaped and compacted to the lines, grades, and thicknesses shown on the plans. Geotextile Fabric shall comply with Subsection 203.11 and Section 1019 of LSSRB.
- D. **EQUIPMENT: NOT USED**
- E. **SUBMITTALS: Proof of Compliance -** CONTRACTOR shall submit proof that the materials furnished under this section conform to such requirements. Published catalogue specification data that the items comply with the applicable standard specifications and publications will be acceptable evidence of such compliance. When published data or catalogue specifications do not indicate compliance with items specified herein, Certificates shall be prepared by the manufacturer to indicated conformance with the requirements of these specifications. Certified factory test reports shall be submitted when the manufacturer performs routine testing.
- F. **MEASUREMENT AND PAYMENT:** Measurement and payment for will be made under the following items, which shall be full compensation for all required materials, tools, equipment, labor, and incidental work necessary to complete the item:

Item No	Pay Item	Pay Unit
A – 004	General Excavation	Cubic Yard

**PART 2 -- PRODUCTS -- NOT USED**

**PART 3 -- EXECUTION -- NOT USED**

- END OF SECTION -