

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: Jefferson Parish
Attn: Purchasing Department
200 Derbigny Street, Suite 4400
Gretna, LA 70053
(Owner to provide name and address of owner)

BID FOR: Lafreniere Park Signage
Lafreniere Park
JPPW Project No. 2015-035-REC
Bid No. 50-00114600
(Owner to provide name of project and other identifying information)

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Linfield, Hunter & Junius, Inc. and dated: August 5, 2015
(Owner to provide name of entity preparing bidding documents.)

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following ADDENDA: (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) # 1

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:

Thirty five thousand eight hundred Dollars (\$ 35,800.00)

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 (Remove existing signage and provide and install additional signage. Add to the contract) for the lump sum of:

Twenty five thousand Dollars (\$ 25,000.00)

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

Not Applicable Dollars (\$)

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

Not Applicable Dollars (\$)

NAME OF BIDDER: Alternative Signs & Graphics, LLC
ADDRESS OF BIDDER: 1301 Edwards Ave., Suite A, Harahan, LA 70123
LOUISIANA CONTRACTOR'S LICENSE NUMBER: 40326
Name OF AUTHORIZED SIGNATORY OF BIDDER: Michael Wilson
TITLE OF AUTHORIZED SIGNATORY OF BIDDER: Managing Member
SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: [Signature]
DATE: 11/16/2015

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

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

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

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

TO: Jefferson Parish
Attn: Purchasing Department
200 Derbigny Street, Suite 4400
Gretna, LA 70053
(Owner to provide name and address of owner)

BID FOR: Lafreniere Park Signage
Lafreniere Park
JPPW Project No. 2015-035-REC
Bid No. 50-00114600
(Owner to provide name of project and other identifying information)

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

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u> </u> Mobilization				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
1	1	Lump Sum	2,000. ⁰⁰	2,000. ⁰⁰
DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u> </u> Existing Sign Demolition (Base Bid)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
2	4	Lump Sum	600. ⁰⁰	2,400. ⁰⁰
DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u> </u> Sign Type A-1				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
3	1	Each	5,200. ⁰⁰	5,200. ⁰⁰
DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u> </u> Sign Type A-2				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
4	1	Each	5,200. ⁰⁰	5,200. ⁰⁰
DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u> </u> Sign Type B				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
5	2	Each	7,500. ⁰⁰	15,000. ⁰⁰
DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u> </u> Sign Type C-1				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
6	1	Each	3,000. ⁰⁰	3,000. ⁰⁰
DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u> </u> Sign Type C-2				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
7	1	Each	3,000. ⁰⁰	3,000. ⁰⁰
DESCRIPTION: <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u> 1 </u> Existing Sign Demolition (Alternate #1)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
8	8	Lump Sum	1,000. ⁰⁰	1,000. ⁰⁰
DESCRIPTION: <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u> 1 </u> Sign Type D-1				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
9	1	Each	3,000. ⁰⁰	3,000. ⁰⁰
DESCRIPTION: <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u> 1 </u> Sign Type D-2				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
10	1	Each	3,000. ⁰⁰	3,000. ⁰⁰

Wording for "DESCRIPTION" is to be provided by the Owner
All quantities are estimated. The contractor will be paid upon actual quantities as verified by Owner.

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

TO: Jefferson Parish
Attn: Purchasing Department
200 Derbigny Street, Suite 4400
Gretna, LA 70053
(Owner to provide name and address of owner)

BID FOR: Lafreniere Park Signage
Lafreniere Park
JPPW Project No. 2015-035-REC
Bid No. 50-00114600
(Owner to provide name of project and other identifying information)

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

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>1</u> Sign Type D-3			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
11	1	Each	3,000. ⁰⁰	3,000. ⁰⁰

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>1</u> Sign Type D-4			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
12	1	Each	3,000. ⁰⁰	3,000. ⁰⁰

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>1</u> Sign Type D-5			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
13	1	Each	3,000. ⁰⁰	3,000. ⁰⁰

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>1</u> Sign Type D-6			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
14	1	Each	3,000. ⁰⁰	3,000. ⁰⁰

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>1</u> Sign Type D-7			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
15	1	Each	3,000. ⁰⁰	3,000. ⁰⁰

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>1</u> Sign Type D-8			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
16	1	Each	3,000. ⁰⁰	3,000. ⁰⁰

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u> </u> Not Used			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
17				

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u> </u> Not Used			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
18				

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u> </u> Not Used			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
19				

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u> </u> Not Used			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
20				

Wording for "DESCRIPTION" is to be provided by the Owner
 All quantities are estimated. The contractor will be paid upon actual quantities as verified by Owner.

Public Works Bid Affidavit Instructions

- **Affidavit is supplied as a courtesy to Affiants, but it is the responsibility of the affiant to insure the affidavit they submit to Jefferson Parish complies, in both form and content, with federal, state and parish laws.**
- **Affidavit must be signed by an authorized representative of the entity or the affidavit will not be accepted.**
- **Affidavit must be notarized or the affidavit will not be accepted.**
- **Notary must sign name, print name, and include bar/notary number, or the affidavit will not be accepted.**
- **Affiant MUST select either A or B when required or the affidavit will not be accepted.**
- **Affiants who select choice A must include an attachment or the affidavit will not be accepted.**
- **If both choice A and B are selected, the affidavit will not be accepted.**
- **Affidavit marked N/A will not be accepted.**
- **It is the responsibility of the Affiant to submit a new affidavit if any additional campaign contributions are made after the affidavit is executed but prior to the time the council acts on the matter.**

Instruction sheet may be omitted when submitting the affidavit

Public Works Bid

AFFIDAVIT

STATE OF Louisiana

PARISH/COUNTY OF Jefferson

BEFORE ME, the undersigned authority, personally came and appeared: Michael

A. Wilson, (Affiant) who after being by me duly sworn, deposed and said that he/she is the fully authorized managing member of Alternative Signs (Entity), the party who submitted a bid in response to Bid Number 5006114600, to the Parish of Jefferson.

Affiant further said:

Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Choice B there are **NO** campaign contributions made which would require disclosure under Choice A of this section.

Affiant further said:

Debt Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the parish to the Affiant.

Choice B There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

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

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

Affiant further said:

Affiant personally has not been convicted of, nor has he/she entered into a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. No individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of a ten percent ownership in the Bidding Entity, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall permanently bar any person or the bidding entity from bidding on public projects:

- (a) Public bribery (R.S. 14:118)
- (b) Corrupt influencing (R.S. 14:120)
- (c) Extortion (R.S. 14:66)
- (d) Money laundering (R.S. 14:230)

A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall bar any person or the bidding entity from bidding on public projects for a period of five years from the date of conviction or from the date of the entrance of the plea of guilty or nolo contendere:

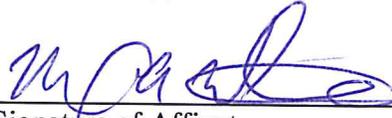
- (a) Theft (R.S. 14:67)
- (b) Identity Theft (R.S. 14:67, 16)
- (c) Theft of a business record (R.S. 14:67.20)
- (d) False accounting (R.S. 14:70)
- (e) Issuing worthless checks (R.S. 14:71)
- (f) Bank fraud (R.S. 14:71.1)
- (g) Forgery (R.S. 14:72)
- (h) Contractors; misapplication of payments (R.S. 14:202)
- (i) Malfeasance in office (R.S. 14:134)

The five-year prohibition provided for in this section shall apply only if the crime was committed during the solicitation or execution of a contract or bid awarded pursuant to these provisions. If evidence is submitted substantiating that a false attestation has been made and the project must be readvertised or the contract cancelled, the awarded entity making the false attestation shall be responsible to the public entity for the costs of rebidding, additional costs due to increased costs of bids and any and all delay costs due to the rebid or cancellation of this project.

[The remainder of this page is intentionally left blank.]

Affiant further said:

- (1) Entity is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
- (2) Entity shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana.
- (3) Entity shall require all subcontractors to submit to the Entity a sworn affidavit verifying compliance with statements (1) and (2).



Signature of Affiant

MICHAEL A. WILSON

Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 16 DAY OF Nov., 2015.


Notary Public

Donald A. DiMaggio

Printed Name of Notary

33195

Notary/Bar Roll Number

My commission expires At Death.

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF
Alternative Signs & Graphics, LLC
INCORPORATED.

AT THE MEETING OF DIRECTORS OF Alternative Signs & Graphics, LLC
INCORPORATED, DULY NOTICED AND HELD ON 11/13/2015,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT
WAS:

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

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

Amanda Clewiston
SECRETARY-TREASURER

11/13/2015
DATE

**Articles Of Organization
of
Alternative Signs & Graphics, L.L.C.**

United States of America
State of Louisiana
Parish of Jefferson

Be It Known that on March 22, 2002, before me, **Michael D. Hannan**, an Attorney/Notary Public duly commissioned and sworn in and for the Parish of Jefferson, State of Louisiana, and qualified statewide, in the presence of the undersigned competent witnesses, personally came and appeared:

Aaron J. Sagona, a competent person of the full age of majority, domiciled and residing in the Parish of Jefferson, State of Louisiana, who, after being duly sworn, deposed that his permanent residence mailing address is 2402 Athania Parkway, Metairie, Louisiana 70001; and

Michael A. Wilson, a competent person of the full age of majority, domiciled and residing in the Parish of St. Tammany, State of Louisiana, who, after being duly sworn, deposed that his permanent residence mailing address is 501 Holm Oak Lane, Mandeville, Louisiana 70471.

Appearers stated that wishing to avail themselves of the benefits and provisions of the Constitution and Laws of the State of Louisiana, for the purpose of organizing a limited liability company, and particularly the Louisiana Limited Liability Company Law, (Louisiana Revised Statute Title 12, Chapter 22), Appearers do hereby form, effective as of the date of this act, a limited liability company, and for such purposes, do hereby adopt the following Articles Of Organization:

Article 1 - Name

The name of the limited liability company is: **Alternative Signs & Graphics, L.L.C.**, (hereinafter the "limited liability company").

Article 2 - Duration

Unless dissolved earlier by law or agreement, the existence of this limited liability company will be perpetual.

Article 3 - Purpose

The purpose for which the limited liability company is formed is to enter into and engage in any business or activity lawful under the laws of the State of Louisiana, either for its own account, or for the account of others as agent, and either as agent or principal to enter upon or engage in any kind of business or activity of any nature whatsoever which companies organized under the Limited Liability Company Law of the State of Louisiana may engage; and to the extent not prohibited thereby to enter upon and engage in any kind of business or activity of any nature whatsoever in any state of the United States of America, any foreign nation, and any territory of any country to the extent

permitted by the laws of such state, nation or territory; and to have and exercise all the other express, implied and incidental powers conferred by the laws of the State of Louisiana or by any other applicable governmental body or agency.

Article 4 - Management And Limitations Of Authority To Bind

The limited liability company shall be managed by its manager(s). No member, in such capacity as a member, has the authority or power to act for or on behalf of the limited liability company, to do any act that would be binding on the limited liability company, or to incur expenditures on behalf of the limited liability company. The manager(s) are authorized to manage the business and affairs of the limited liability company, including without limitation the authority to do the following without the approval of the member(s):

a) Sell, exchange, lease, mortgage, pledge or otherwise transfer all or substantially all of the assets of the limited liability company.

b) Incur indebtedness by the limited liability company in other than the ordinary course of business.

c) Alienate, lease or encumber immovable property and movable property of the limited liability company.

The affirmative vote or agreement of a majority of the manager(s) shall be required for any act of the manager(s). Each manager shall be entitled to a single vote on all matters for which manager(s) may vote. Unless otherwise authorized by a majority of the manager(s), no manager has the authority or power to act for or on behalf of the limited liability company, to do any act that would be binding on the limited liability company, or to incur expenditures on behalf of the limited liability company even if such action is in the ordinary course of business of the limited liability company.

Article 5 - Certification

Any person or entity dealing with this limited liability company may rely upon a Certificate of Aaron J. Sagona and/or Michael A. Wilson to establish the membership of any member, the authenticity of any records of the limited liability company, or the authority of any person to act on behalf of this limited liability company, in accordance with the provisions of Louisiana Revised Statute 12§1305(C)(5). The person signing the Certificate may be referred to as a Certifying Official of this limited liability company. Any person(s), firm, corporation or entity dealing with this limited liability company shall be entitled to rely conclusively on said Certificate(s).

Article 6 - Organizers/Members

The full name and municipal address of the organizers and initial managers of this limited liability company are:

Aaron J. Sagona
2402 Athania Parkway
Metairie, Louisiana 70001

Michael A. Wilson
501 Holm Oak Lane
Mandeville, Louisiana 70471

Article 7 - Profits And Losses

Profits and losses of this limited liability company shall be distributed to each member in proportion to the member's respective ownership interest in

this limited liability company, unless otherwise provided by the Operating Agreement.

Article 8 - Amendments And Addenda

Amendments and addenda to these Articles Of Organization shall be made by unanimous vote of the members of this limited liability company.

Article 9 - Limitations Of Liability

The members and managers of this limited liability company claim the benefits of limitation of liability under the provisions of Louisiana Revised Statutes 12§1314 and 12§1315, except as otherwise provided in these Articles Of Organization, to the fullest extent allowed by law, as fully and completely as though the provisions were recited herein in full.

Article 10 - Indemnity

To the fullest extent allowed by law this limited liability company shall indemnify its members for judgments, settlements, penalties, fines or expenses incurred because they are members of this limited liability company.

Thus Done And Passed, in multiple originals, at Metairie, Jefferson Parish, Louisiana, on the date hereinabove first written, after reading of the whole.

Witnesses:



Kelley H. Gerken



Aaron J. Sagona, Organizer



Linda B. Hannan



Michael A. Wilson, Organizer



Michael D. Hannan, Notary Public



**Initial Report of
Alternative Signs & Graphics, L.L.C.**

Complying with the provisions of Revised Statute 12§1305(E), Alternative Signs & Graphics, L.L.C. makes its initial report as follows:

-1-

The name of this limited liability company is **Alternative Signs & Graphics, L.L.C.**

-2-

The location and municipal address of this limited liability company's registered office is 1301 Edwards Avenue, Suite A, Harahan, Louisiana 70123.

-3-

The full name and municipal address of each of this limited liability company's registered agent(s) is/are:

Aaron J. Sagona
2402 Athania Parkway
Metairie, Louisiana 70001

Michael A. Wilson
501 Holm Oak Lane
Mandeville, Louisiana 70471

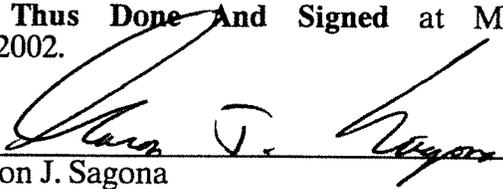
-4-

The names and municipal addresses of the organizer(s) and initial manager(s) and member(s) of this limited liability company is/are:

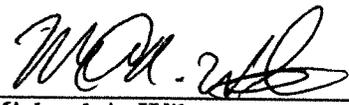
Aaron J. Sagona
2402 Athania Parkway
Metairie, Louisiana 70001

Michael A. Wilson
501 Holm Oak Lane
Mandeville, Louisiana 70471

Thus Done And Signed at Metairie, Jefferson Parish, Louisiana, on March 22, 2002.



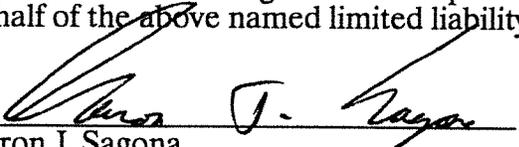
Aaron J. Sagona



Michael A. Wilson

Agent's Affidavit And Acknowledgment Of Acceptance

I/We acknowledge and accept the appointment of registered agent for and on behalf of the above named limited liability company.

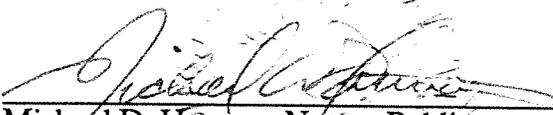


Aaron J. Sagona



Michael A. Wilson

Sworn to and subscribed before me at Metairie, Jefferson Parish, Louisiana, on March 22, 2002.



Michael D. Hannan, Notary Public



5000114600 - LAFRENIERE PARK SIGNAGE
 Jefferson Parish Government

Project documents obtained from www.CentralBidding.com
 09-Oct-2015 02:24:35 PM

**CONSTRUCTION SPECIFICATIONS
 AND
 CONTRACT DOCUMENTS**

Prepared for:

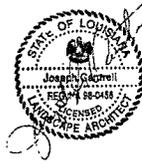
LAFRENIERE PARK SIGNAGE

**PUBLIC WORKS PROJECT No. 2015-035-REC
 JP Bid No. 50-00114600**

Prepared by:

**Linfield, Hunter & Junius, Inc.
 3608 18th Street / Suite 200
 Metairie, Louisiana 70002
 (504) 833-5300**

August 2015



SET NO. _____

TABLE OF CONTENTS

TITLE PAGE	1
TABLE OF CONTENTS.....	2 thru 6
ADVERTISEMENT FOR BIDS.....	ADV-1
LOUISIANA UNIFORM PUBLIC WORK BID FORM	1 thru 3
IMPORTANT NOTICE TO BIDDERS-BID REQUIREMENTS	1 thru 2
PUBLIC WORKS BID AFFIDAVIT	1 thru 5
CORPORATE RESOLUTION	CR-1
BID BOND FORM	BB-1 thru BB-2
FORM OF AGREEMENT	A-1 thru A-8
FORM OF PERFORMANCE BOND	PB-1 thru PB-2
FORM OF LABOR AND MATERIALS PAYMENT BOND.....	LM-1 thru LM-2
PAYMENT NOTICE.....	PN-1
Jefferson Parish General Conditions, Supplementary Conditions and Agreement for below ground projects or above ground Public Works Projects as approved by the Director of Public Works or His Designee.....	
Instructions to Bidders	1 thru 10

TABLE OF CONTENTS (continued)

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT	22 thru 108
<u>SPECIAL PROVISIONS</u>	<u>PAGE NUMBER</u>
SP.1 STANDARD SPECIFICATIONS.....	SP-1
SP.2 INSURANCE AND BOND CONDITIONS.....	SP-1
SP.3 LABOR PREFERENCE.....	SP-1
SP.4 PREVAILING WAGES.....	SP-1
SP.5 PRE-BID CONFERENCE.....	SP-1
SP.6 PRECONSTRUCTION CONFERENCE.....	SP-1
SP.7 WORK SCHEDULING, AND PROGRESS CHARTS.....	SP-1
SP.8 NOT USED.....	SP-2
SP.9 COMMUNICATIONS.....	SP-2
SP.10 EQUAL OR APPROVED EQUAL.....	SP-2
SP.11 WORKING HOURS.....	SP-3
SP.12 CONSTRUCTION NOISE.....	SP-3
SP.13 NOT USED.....	SP-3
SP.14 CONSTRUCTION LAYOUT	SP-3
SP.15 TRAFFIC MAINTENANCE, CONSTRUCTION SIGNING, TEMPORARY SIGNS AND BARRICADES AND PUBLIC SAFETY	SP-4

TABLE OF CONTENTS (continued)

SP.16 WEEKLY REPORT..... SP-5

SP.17 CONSTRUCTION NOTIFICATION..... SP-5

SP.18 JOB SITE SAFETY..... SP-5

SP.19 CLEANING UP..... SP-6

SP.20 UNDERGROUND AND OVERHEAD UTILITIES..... SP-6

SP.21 COOPERATION BETWEEN CONTRACTORS..... SP-6

SP.22 NOT USED..... SP-6

SP.23 NOT USED..... SP-6

SP.24 NOT USED..... SP-6

SP.25 NOT USED..... SP-6

SP.26 NOT USED..... SP-6

SP.27 MEASUREMENT AND PAYMENT..... SP-6

SP.28 CORRECTION AFTER FINAL PAYMENT..... SP-6

SP.29 EXTENSION OF TIME..... SP-7

SP.30 INSURER’S CLAIMS PROCEDURES..... SP-7

SP.31 THIRD PARTY TORT CLAIMS PROCEDURES..... SP-7

SP.32 MEDIATION..... SP-8

SP.33 INCLEMENT WEATHER DAYS..... SP-8

TABLE OF CONTENTS (continued)

SP.34 ACCESS TO DRIVEWAYS..... SP-9

SP.35 CONSTRUCTION IN VICINITY OF EXISTING STRUCTURES, ROADWAY
SIDEWALKS/DRIVEWAYS, LANDSCAPING, ETC..... SP-9

SP.36 DRAINAGE..... SP-9

SP.37 DISPOSAL OF CONCRETE, ASPHALT AND UNCLASSIFIED EXCAVATION..... SP-9

SP.38 UTILITY DISRUPTION..... SP-9

SP.39 EXISTING POWER POLES..... SP-10

SP.40 ENTERGY TRANSMISSION AND DISTRIBUTION LINES..... SP-10

SP.41 PRIVATE UTILITY RELOCATION..... SP-11

SP.42 NOT USED..... SP-11

SP.43 PARTIAL USE OF SITE IMPROVEMENTS..... SP-11

SP.44 NOT USED..... SP-12

SP.45 GRASS CUTTING..... SP-11

SP.46 NOT USED..... SP-12

SP.47 COPIES OF DRAWINGS FURNISHED..... SP-12

SP.48 INSPECTION, SAFETY..... SP-12

SP.49 PROTECTION OF TREES, PLANTS, AND SHRUBBERY..... SP-13

SP.50 DAMAGED STRUCTURES AND ROADWAY..... SP-13

TABLE OF CONTENTS (continued)

SP.51 ELECTRICAL POWER AND WATER SUPPLY..... SP-13

SP.52 NOT USED..... SP-13

SP.53 NOT USED..... SP-13

SP.54 PHOTOGRAPHS..... SP-13

SP.55 NOT USED..... SP-13

SP.56 PROJECT SITE VISITS..... SP-14

SP.57 CONTRACT TIME..... SP-14

TECHNICAL SPECIFICATIONS

SECTION 1 – MOBILIZATION.....1-1

SECTION 2 – DEMOLITION.....2-1

SECTION 3 –3,000 PSI CAST-IN-PLACE CONCRETE.....3-1 thru 3-9

SECTION 4 –ALUMINUM SIGNS.....4-1 thru 4-3

SECTION 5 – GRAPHIC VINYL MATERIALS.....5-1 thru 5-2

ADVERTISEMENT FOR BIDS

BID PROPOSAL NO. 50-00114600

Sealed bids will be received until the hour of **2:00 P.M.**, local time on **Tuesday, November 17, 2015** in the Purchasing Department, Suite 4400, Jefferson Parish General Government Building, located at 200 Derbigny Street, Gretna, Louisiana, 70053, and publicly opened upon completion of administrative tasks for the following:

The work consists of minor demolition, fabrication and installation of new signage for Lafreniere Park in Metairie, Louisiana. See plans for location maps.

All bids must be in accordance with the contract documents on file with the Jefferson Parish Purchasing Department, Suite 4400, Jefferson Parish General Government Building, at 200 Derbigny Street, Gretna, Louisiana. All bidders must show the Bid Proposal Number on the outside of their bid envelope and on the bid proposal. **Late bids will not be accepted.**

Each Bid must be accompanied by certified check, cashiers check, or bid bond acceptable to the owner in the amount equal to five percent (5%) of the total amount bid, and payable without condition to the owner. If submitting a bid online, vendors must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid Solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.

The drawings and specifications are on file and open for inspection in the Jefferson Parish Purchasing Department, Suite 4400, Jefferson Parish General Government Building, at 200 Derbigny Street, Gretna, Louisiana. A complete set of Contract Documents may be secured from Linfield, Hunter & Junius, Inc., 3608 18th Street, Suite 200, Metairie, LA 70002 (PHONE 504-833-5300, FAX 504-833-5350) by licensed contractors upon receipt of **\$50.00 per set**. Deposit on the first set of documents furnished bona fide prime bidders will be fully refunded upon return of documents in good condition no later than ten (10) days after receipts of bids.

The successful bidder will be required to furnish a performance bond guaranteeing faithful performance of the contract. Companies providing the bonds shall comply with the requirements of LRS-R.S. 38:2218 and R.S. 38:2219 as applicable.

The Jefferson Parish Council reserves the right to reject all bids and to reject bids for just cause, pursuant to the law.

A Pre-Bid Conference will be held at 10:00 a.m. on Thursday, October 29, 2015 in the Jefferson Parish Purchasing Department, located at 200 Derbigny Street, Suite 4400, Gretna, LA 70053. All interested parties are invited to attend.

Brenda J. Campos
Director
Purchasing Department

Jenifer Lotz
Chief Buyer
Purchasing Department

ADV: The New Orleans Advocate: October 7, 14, and 21, 2015

Bids may also be viewed and submitted online at <http://purchasing.jeffparish.net>

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IMPORTANT NOTICE TO ALL BIDDERS – BID REQUIREMENTS

Vendors may submit electronic bids with no fee for submission by using Central Auction House. Vendors may visit www.purchasing.jeffparish.net for further information and for link to Central Auction House or visit them directly at www.jeffparishbids.net. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law as well as compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, as published on <http://ethics.la.gov> and applicable Jefferson Parish ethical standards.

As per LA R.S. 38:2212(A)(3)(c)(ii), the bid form shall contain Bid Security or Bid Bond, Acknowledgment of Addenda, Base Bid, Alternates, Signature of Bidder, Name, Title and Address of Bidder, Name of Firm or Joint Venture Corporate Resolution or other appropriate signature authorization, if required, Louisiana Contractors License Number, and on public works projects where unit prices are utilized, a section on the bid form where the unit price utilized in the bid shall be set forth; however, unit prices shall not be utilized for the construction of building projects, unless the unit price is incorporated into the base bid or alternates. Other documentation required shall be furnished by the low bidder within ten calendar days after the bid opening. Such documentation shall be supplied as originals (no copies).

All such required information or documentation not provided with the bid must be provided by the low bidder within 10 calendar days after the bid opening (originals only, no copies). Failure to provide said information and documentation within 10 calendar days after bid opening shall be grounds to declare the bid non-responsive. This information and documentation includes, but is not limited to, the Public Works Bid Affidavit, current W-9 Form and Tax Identification number (if currently not registered as a Parish vendor), and proof of insurance. However, the payment and performance bonds must be supplied by the successful bidder upon contract signing.

Louisiana Contractor's License shall be in the following category:

Building Construction

Probable Construction Cost: \$ 36,000 (Base Bid)

Bidder agrees that this bid shall be good and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving bids. In the event the Owner issues the Letter of Award (copy of adopted resolution awarding bid by Jefferson Parish Council) during this period, the bid accepted shall continue to remain binding until the execution of the Contract.

Attached hereto is the Public Works affidavit which must be provided by the low bidder as an original (not copy) within 10 calendar days after bid opening. This affidavit must be completed, signed and notarized. Failure to do so will cause bid to be rejected.

Low Bidder will execute the formal agreement and will deliver a Performance Bond or Bonds for the faithful performance of the Contract.

Bid Security, in the sum of five percent (5%) of the total bid price (Base Bid and any Alternates), is to become the property of the Owner in the event the successful bidder fails or refuses to execute the Contract or fails to produce performance and payment bonds upon contract signing. If submitting a bid online, vendors must submit an electronic bid bond through the respective online clearinghouse bond management

system(s) as indicated in the electronic bid Solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.

Further, upon receiving a notice to proceed, the Bidder agrees that all work shall be completed as follows: The work shall be substantially complete within 60 calendar days of the Notice to Proceed and be complete and ready for final inspection within 65 calendar days of the Notice to Proceed.

Further, as per Resolutions 113646 and 113647, the Bidder agrees to pay, as liquidated damages, the sum of \$200.00 as follows for: (1) each consecutive calendar day after the agreed date of completion that the work remains substantially incomplete, or (2) each consecutive calendar day after substantial completion that the work has not been finally completed.

In addition to and not in lieu of the per diem liquidated damages, Owner shall also be entitled to recover from Contractor or Contractor's Surety additional liquidated damages as detailed in Resolutions 113646 and 113647. These additional liquidated damages may include, but are not limited to the following, in the amounts and for each of the items identified in the Supplementary Conditions:

- (1) Extended architectural and/or engineering fees \$ 792.00/DAY;
- (2) Extended Resident Project Representative fees \$ 560.00/DAY;
- (3) Extended construction management fees \$ 960.00/DAY;
- (4) Extended Owner's overhead and personnel expenses \$ 792.00/DAY; and
- (5) Owner's other costs directly related to the delay in completion beyond the Contract Times.

In addition to liquidated damages, in accordance with Section 6.02, "Labor; Working Hours," whenever Contractor's work requires inspections in excess of the budgeted amount for inspection, Contractor shall reimburse Owner for the additional costs incurred by the Owner with respect to inspection of the contracted project provided the additional costs for inspections are above the budgeted amount for the contracted project.

For this project, the Project Representative Services, in accordance with the terms of the Engineer's agreement with the Owner, provides that the average hourly rate to be charged for resident inspection for this construction project is \$ 52.00 and the reasonable budget for such inspections is \$ 520.00 (the overtime rates shall be \$ 62.40 per hour). The cost of inspection in excess of this budgeted amount shall be assessed against Contractor's progress payments, all in accordance with LSA R.S. 38:2216(L)(2).

It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the inspector general in any investigation, audit, inspection, performance review, or hearing pursuant to this chapter. Every parish contract and every bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program shall contain a statement that the corporation, partnership, or person understands and will abide by all provisions of this chapter.

check in lieu of bid bond

KNOW ALL MEN BY THESE

undersigned,

_____ as PRINCIPAL and

as SURETY, are held and firmly bound unto the Parish of Jefferson, hereinafter called the "OWNER", in the penal sum of:

DOLLARS (\$ _____) 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, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid dated _____, 201__, for

LAFRENIERE PARK SIGNAGE

PUBLIC WORKS PROJECT NO. 2015-035-REC

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same or, if no period be specified, within forty-five (45) days after the said opening, and shall within the period specified therefor or, if no period be specified, within twelve (12) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Parish in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Parish the difference between the amount specified in said Bid and the amount for which the Parish may procure the required work or supplies, or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise, to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this ____ day of _____, 201__, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

BID BOND (CONTINUED)

In presence of:

(Individual Principal)

(Business Address, including Zip Code)

(Partnership) (SEAL)

(Business Address, including Zip Code)

ATTEST: BY: _____

(Corporate Principal)

(Business Address, including Zip Code)

ATTEST: BY: _____
AFFIX CORPORATE SEAL

(Corporate Surety)

(Business Address, including Zip Code)

BY: _____
AFFIX CORPORATE SEAL

Countersigned:

BY: _____
Attorney-in-Fact*

State of _____

BB-2

AGREEMENT

THIS AGREEMENT, made the _____ day of _____, 20____, by and between the Jefferson Parish Council, Jefferson Parish, Louisiana, referred to in these Contract Documents as "OWNER" acting, as the context requires, either on its own behalf or as the governing authority of the political subdivision which has the legal authority and responsibility for this agreement and for whom the Work is being performed, and acting through its Council Chairman and his authorized agents, duly authorized to act by virtue of Resolution No. _____ and _____ referred to in these Contract Documents as "CONTRACTOR" (the "Agreement"):

WITNESSETH THAT:

WHEREAS, in accordance with law, OWNER has caused the Contract Documents to be prepared and an Invitation to Bid to be published for and in connection with the Public Works Project No. 2015-035-REC, Proposal No. 50-00114600.

WHEREAS, CONTRACTOR, in response to the Invitation to Bid, has submitted to OWNER, in the manner and at the time specified, a sealed bid in accordance with the Instructions to Bidders; and

WHEREAS, OWNER, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined CONTRACTOR to be entitled to the award for the Work in accordance with the law and has duly awarded to CONTRACTOR a contract therefore, for the sum or sums named in CONTRACTOR's bid.

NOW THEREFORE, in consideration of the compensation to be paid to CONTRACTOR and of the mutual agreements herein contained, the parties to these presents have agreed and hereby agree, OWNER, for itself and its successors, and CONTRACTOR for itself, and its successors and assigns, as follows:

ARTICLE I.

A. Owner, through The Chairman of the Jefferson Parish Council, by virtue of Resolution No. _____, does hereby grant and confirm unto CONTRACTOR the Contract to perform the Work under Public Works Project No. 2015-035-REC, Proposal No. 50-00114600, in accordance with the CONTRACTOR's written bid proposal dated DATE 2015, a copy of which is attached hereto and made a part hereof.

B. The CONTRACTOR shall perform all Work, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Contract and the furnishing of all materials and equipment required to be incorporated in and to form a permanent part of the Work; tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the Work; and Bond, insurance and submittals; all as indicated or specified in the Contract Documents to be performed or furnished by CONTRACTOR for the Work included in and covered by OWNER's official award of this Contract to CONTRACTOR; such award being based on the acceptance by OWNER of CONTRACTOR's bid.

ARTICLE II.

The Project has been designed by Linfield Hunter & Junius, Inc. who is hereinafter called LANDSCAPE ARCHITECT and who is to act as OWNER's representative, to
1

assume all duties and responsibilities and to have the rights and authority assigned to LANDSCAPE ARCHITECT in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE III.

A. All notices, letters, and other communications directed to OWNER shall be delivered or addressed and mailed (along with three copies), postage prepaid to the LANDSCAPE ARCHITECT at the address in the Invitation to Bid, with four additional copies addressed and mailed to:

Mr. Barry McGuinness, Park Manager
Lafreniere Park
3000 Downs Boulevard
Metairie, Louisiana 70003

B. In addition, four copies of all correspondence directed to the LANDSCAPE ARCHITECT shall be sent to the OWNER. The business address of CONTRACTOR given in this Agreement and CONTRACTOR's office in the vicinity of the Work are both hereby designated as the places to which all notices, letters, and other communications to CONTRACTOR will be mailed or delivered. CONTRACTOR shall notify LANDSCAPE ARCHITECT and OWNER of any change of address immediately.

ARTICLE IV.

That OWNER shall pay to CONTRACTOR for performance of the Work embraced in this Contract, in accordance with the Contract Documents, and CONTRACTOR shall accept as full compensation therefore, the sum (subject to adjustment as provided in the Contract Documents) of _____ Dollars (\$ _____) for all Work covered by and included in the Contract award and designated in the foregoing Article I; payment thereof to be made in current funds in the manner provided in the Contract Documents.

Notwithstanding anything to the contrary in the foregoing, CONTRACTOR acknowledges and agrees that, pursuant to the applicable Laws and Regulations, this Agreement is subject to an annual appropriation dependency requirement to the effect that the renewal and/or continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement. If the OWNER fails to appropriate sufficient monies to provide for payments under this Agreement, the Agreement shall terminate on the last day of the last fiscal year for which funds were appropriated. This ground for termination is in addition to any other grounds that are identified in the General Conditions or the Supplementary Conditions.

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by LANDSCAPE ARCHITECT as provided in Paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03.B of the General Conditions.

ARTICLE V.

The Work will be substantially completed within 60 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions ("Substantial Completion"), and completed and ready for final acceptance in accordance with Paragraph 14.07.B. of the General Conditions within 65 days after the date

when the Contract Times commence to run. This time allocation allows for 5 days of lost production due to inclement weather.

ARTICLE VI.

A. OWNER and CONTRACTOR recognize and agree that time is of the essence of this Agreement and that the Work must be completed in every respect appropriate within the applicable time limits set forth in the Contract Documents, commencing from the date specified in the Contract Documents. OWNER and CONTRACTOR further understand and agree that it is difficult at this time to estimate the damage which the delay in completion of the Work would cause the OWNER and that, accordingly, if the CONTRACTOR shall neglect, fail, or refuse to complete the Work in accordance with the Contract Times specified in the Contract Documents, or any extension thereof granted by the OWNER in accordance with the applicable provisions of the Contract Documents then, in addition to the other stipulated damages provided for in Article VII below, the CONTRACTOR agrees, as a part of the consideration for the award of this Contract, that OWNER shall be entitled to receive the amount or amounts per day set forth in paragraph B below from CONTRACTOR, not as a penalty but as stipulated ("liquidated") damages for delay for such breach of contract, such amounts being specifically herein agreed upon in advance as the measure of damages to the OWNER on account of such delay in the completion of the Work.

B. The CONTRACTOR shall owe OWNER liquidated damages in the amount of Two Hundred Dollars and Zero Cents dollars (\$ 200.00) for each and every calendar day after the time specified in Article V for Substantial Completion of the Work until the Work is determined to be substantially complete in accordance with the Contract Documents. After Substantial Completion, if the CONTRACTOR shall neglect, fail, or refuse to complete the Work within the time specified in Article V for final completion, or any proper extension thereof granted by the OWNER, CONTRACTOR shall owe OWNER liquidated damages in the amount of Two Hundred Dollars and Zero Cents dollars (\$ 200.00) for each day after the time specified in Article V for final completion until the Work is determined to be finally completed in every respect in accordance with the Contract Documents.

C. The number of calendar days in default shall be calculated exclusive of the day on which the applicable completion time was specified and shall include each and every other calendar day up to and including the day that the CONTRACTOR has been determined to satisfy its obligation for the applicable degree of completion under the Contract Documents.

D. CONTRACTOR further agrees that the expiration of the Contract Time shall, ipso facto, constitute a putting in default where CONTRACTOR has failed to complete the Work in accordance with the applicable Contract Times, and OWNER need not formally place the CONTRACTOR in default, the CONTRACTOR hereby expressly waiving any and all notices of default.

E. CONTRACTOR agrees and consents that the liquidated damages may be deducted from progress payments payable to CONTRACTOR pursuant to the Contract Documents and that CONTRACTOR shall accept the Contract Price, reduced by the aggregate amount of the liquidated damages so deducted, in full satisfaction of all Work executed under the Contract Documents.

ARTICLE VII.

In addition to and not in lieu of the liquidated damages provided above, OWNER shall also be entitled to recover from CONTRACTOR or CONTRACTOR'S Surety additional liquidated damages arising out of the breach of contract for delay in completion of the Work in accordance with the Contract Times for the same amount of time calculated pursuant to ARTICLE VI above. These additional liquidated damages, the amounts of each of which are applicable to the Contract having been set forth in the Supplementary Conditions, may include, but are not limited to:

- (1) Extended architectural and/or engineering fees \$ 792.00/day ;
- (2) Extended Resident Project Representative fees \$ 560.00/day ;
- (3) Extended construction management fees \$ 960.00/day ;
- (4) Extended OWNER'S overhead and personnel expenses \$ 792.00/day ; and
- (5) Owner's other costs directly related to the delay in completion beyond the Contract Times.

CONTRACTOR agrees and consents that the additional liquidated damages may be deducted from progress payments payable to CONTRACTOR pursuant to the Contract Documents and that CONTRACTOR shall accept the Contract Price, reduced by the aggregate amount of the additional liquidated damages so deducted, in full satisfaction of all Work executed under the Contract Documents.

ARTICLE VIII.

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

OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by LANDSCAPE ARCHITECT, as provided below. All such payments will be measured by the schedule of values established pursuant to Paragraph 2.07 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

Upon receipt of the Final Application for Payment, OWNER shall pay the remainder of the Contract Price as recommended by LANDSCAPE ARCHITECT as provided in Paragraph 14.07.C.3. of the General Conditions and any relevant Supplementary Conditions.

Pursuant to LSA-R.S. 38:2248, OWNER shall retain the following percentages of each progress payment until payment is due under the terms and conditions governing retainage payment:

CONTRACT AMOUNT	RETAINAGE
\$0 - \$499,999.99	10%
\$500,000 or greater	5%

and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.02.A. of the General Conditions. CONTRACTOR accepts the determination set forth in Paragraph SC-4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in Paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR'S purpose. CONTRACTOR acknowledges that OWNER and LANDSCAPE ARCHITECT do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, test, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

4. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
5. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
6. CONTRACTOR has given LANDSCAPE ARCHITECT written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by LANDSCAPE ARCHITECT is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey an understanding of all terms and conditions for performance and furnishing of the Work.
7. CONTRACTOR acknowledges that, pursuant to Jefferson Parish Code of Ordinance Section 2-155.10(19), CONTRACTOR, and all of CONTRACTOR'S subcontractor(s), has an affirmative duty to cooperate with the inspector general in any investigation, audit, inspection, performance review, or hearing.

ARTICLE IX.

The Contract Documents, which comprise the agreement between OWNER and CONTRACTOR, concerning the Work, consist of the documents listed in the Table of Contents, if any, and the documents identified below:

1. This Agreement (pages 1 to 8, inclusive).
2. Exhibits to this Agreement (pages 1 to , inclusive).
3. Performance, Payment, and other Bonds, consisting of 4 pages.
4. Notice to Proceed.
5. General Conditions (pages 22 to 88, inclusive).
6. Supplementary Conditions (pages 89 to 100, inclusive).
7. Specifications bearing the title Lafreniere Park Signage and consisting of 5 divisions and 16 pages.
8. Drawings consisting of a cover sheet and sheets numbered 2 through 6, inclusive with each sheet bearing the following general title: Lafreniere Park Signage.
9. Addenda numbers to , inclusive
10. CONTRACTOR'S Bid (pages 1 to , inclusive).
11. Documentation submitted by CONTRACTOR prior to Notice of Award: (pages N/A to N/A inclusive).
12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to Paragraph 3.04 of the General Conditions.

The documents listed above are attached to this Agreement (except as expressly noted otherwise above).

ARTICLE X.

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

1. CONTRACTOR has visited the Site, has familiarized himself with and is satisfied as to the nature and extent of the Contract Documents, Work, locality, and as to all general, local and Site conditions and federal, state, and local Laws, and Regulations, which may affect cost, progress, performance or furnishing of the Work.
2. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article IX) and the other related data identified in the Bidding Documents including "technical data."
3. CONTRACTOR has carefully studied all (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02.A. of the General Conditions and (2) reports

ARTICLE XI.

Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions unless otherwise defined herein or the context otherwise requires.

No assignment, sublet or transfer by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), nor without the consent of the surety unless the surety has waived its right to notice of assignment and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, legal representatives, sureties, or guarantors, if any, to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

This Agreement shall be deemed to be a contract made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The contractor hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The parties hereto agree that the sole and exclusive venue of any suit or proceeding brought pursuant to this contract shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written in the presence of the undersigned witnesses and each signatory warrants by its signature that it has the appropriate authority to sign this Agreement.

(CONTRACTOR)

By _____ (SEAL & ATTEST)

Title _____ Witness
Date _____

Address for giving notices _____
License No. _____

Witness

PARISH OF JEFFERSON
STATE OF LOUISIANA
JEFFERSON PARISH COUNCIL

(OWNER)

By _____ (SEAL & ATTEST)
Chairman, Jefferson Parish Council

Witness

Witness

FORM OF

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
(Name of Contractor)

a _____, hereinafter called "Principal", and _____, State of _____
(Surety)

_____, hereinafter called the "Surety", are held and firmly bound unto

Jefferson Parish Council
(Owner)

of _____
Jefferson Parish, Louisiana, hereinafter called "Owner", in the penal sum of _____
(City and State)

(Written)
Dollars (\$ _____) 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, and
successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the
Principal entered into a certain contract with the Owner, dated the ____ day of _____, 201____,
a copy of which is hereto attached and made a part hereof for the construction of:

LAFRENIERE PARK SIGNAGE

PUBLIC WORKS PROJECT NO. 2015-035-REC

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, and any extensions 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 in connection with
the construction 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.

FORM OF PERFORMANCE BOND (Continued)

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

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

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of
which shall be deemed an original, this the ____ day of _____, 201____.

WITNESSES:

(Principal)

Title: _____

(Surety)
By: _____
(Attorney-in-fact)

(Address)

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

FORM OF LABOR AND MATERIALS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
and _____

(Name of Surety)

(Address of Surety)

herein after called the Surety, all held and firmly bound unto the Parish of Jefferson herein called
Owner, in the penal sum of _____ Dollars (\$ _____)
in lawful money of the United States, for the payment of which sum well and truly to be made,
we bind ourselves, successors, and assigns, 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 _____, 201____, a copy of which is hereto
attached and made a part hereof for the construction of:

LAFRENIERE PARK SIGNAGE

PUBLIC WORKS PROJECT NO. 2015-035-REC

NOW, THEREFORE, if the Principal shall promptly 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
amount due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery,
equipment and tools, consumed or used in connection with the construction of such work, and all
insurance premiums on said work, and for all labor, performed in such work whether by
subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force
and effect.

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

FORM OF LABOR AND MATERIALS PAYMENT BOND (Continued)

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

IN WITNESS WHEREOF, this instrument is executed in ___ counterparts, each one of which shall be deemed an original, this the ___ day of _____, 201___.

ATTEST:

(Principal)
BY: _____
ADDRESS: _____

(SEAL)

(Witness to Principal)

(Address)

ATTEST:

(Surety)
BY: _____
Attorney-in-Fact
ADDRESS: _____

(SEAL)

Address

- NOTE: DATE OF BOND must not be prior to date of Contract.
1. Correct Name of Contractor.
 2. A Corporation, A Partnership, or an individual.
 3. Correct Name of Surety.

LM-2

PAYMENT NOTICE

ALL PAYMENT REQUESTS OR INVOICES MUST BE SENT FIRST TO THE LANDSCAPE ARCHITECT FOR REVIEW AND COMMENT ON THE PROPER PARISH FORMS, WHICH ARE THEN FORWARDED TO THE PROGRAM MANAGER FOR FURTHER HANDLING. CONTRACTORS WHO FAIL TO FOLLOW THIS PROCEDURE WILL NOT BE PAID ON A TIMELY BASIS DUE TO THE UNNECESSARY DELAYS IN RE-ROUTING THE PAYMENT REQUESTS.

PN-1

**RESOLUTION NO. 113647
GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS AND AGREEMENT
FOR BELOW GROUND PROJECTS OR ABOVE GROUND PUBLIC WORKS
PROJECTS AS APPROVED BY THE DIRECTOR OF PUBLIC WORKS OR HIS
DESIGNEE**

I. INSTRUCTIONS TO BIDDERS

SECTION 1. BID FORM

A. General

(1) Sealed bids will be received in the office of the Department of Purchasing, 200 Derbigny Street, Suite 4400, General Government Building, Gretna, Louisiana 70053, until the date and hour specified on Page 1 of the bid proposal, at which time they will be publicly opened. LATE BIDS WILL NOT BE ACCEPTED.

(2) All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal.

(3) Jefferson Parish reserves the right to reject any and all bids in whole or in part and to waive any and all formalities in the best interest of Jefferson Parish, pursuant to the law.

(4) ONLY BIDS WRITTEN IN INK OR TYPE WRITTEN AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES WILL DISQUALIFY BID. HOWEVER, ELECTRONIC SIGNATURES AS DEFINED IN LSA - R.S. 9:2602(8) ARE ACCEPTABLE.

(5) For submission of bids, the only form used shall be the bid form provided by the Parish. Necessary copies of this form will be furnished for Bidding.

(a) All papers bound with or attached to the Bid Form are considered a part thereof and must not be altered when the bid is submitted.

(b) The plans, specifications, and other documents designated in the bid form will be considered a part of the bid whether attached or not.

(c) Bid forms not submitted electronically must be made out in ink or typed. Illegibility or ambiguity therein may constitute justification for rejection of the bid.

(d) Resolution No. 113647 will be considered a part of the bid whether attached or not. A copy may be obtained from the Office of the Council Clerk, 200 Derbigny Street, Suite 6700, General Government Building, Gretna, Louisiana 70053.

(6) The purpose and intention of this invitation to bid is to afford all suppliers/contractors an equal opportunity to bid on construction, maintenance, repair, operating, services, supplies and/or equipment listed in this bid proposal. Jefferson Parish will accept one bid only from each vendor. Items bid on must meet or exceed specifications.

(7) USE OF BRAND NAMES AND STOCK NUMBERS. Where brand names, make, manufacturer or stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality, style, type and character provided brand names and stock numbers are specified. Complete product data may be required prior to award.

(8) The Parish, its engineers, architects or anyone distributing plans and specifications for Parish public works projects, equal to or over the contract limit as defined in LSA-R.S. 38:221A(1)(d), shall furnish all prime bidders who request bid documents and who are properly licensed by the Louisiana State Licensing Board for Contractors with at least one set of complete bid documents. A deposit or fee may be charged on the documents as authorized by LSA-R.S. 38:221A(1)(e).

(a) Plans and specifications shall be available to bidders on the day of the first advertisement and shall be available until twenty-four (24) hours before the bid opening date, LSA-R.S. 38:2212 A(3)(c). Bid proposal documents will not be issued within the twenty-four-hour period prior to bid opening.

(b) Addenda may be issued, as authorized by LSA-R.S. 38:2212C, by any of the following means:

(1) Certified mail, return receipt requested, sent to the address given by the bidder upon obtaining the bidding documents, the transmission of which shall be conclusive evidence of receipt of such notice by the bidder to whom it is addressed;

(2) First-class mail with a United States Postal Service Certificate of Mailing, sent to the address given by the bidder upon obtaining the bidding documents, the transmission of which shall be conclusive evidence of receipt of such notice by the bidder to whom it is addressed;

(3) Express mail sent to the address given by the bidder upon obtaining the bidding documents. Delivery of the addenda by express mail shall be conclusive evidence of receipt of the addenda by the bidder to whom it is addressed;

(4) Facsimile or telecopier transmission sent to the telecopier number given by the bidder upon obtaining the bidding documents, the transmission of which shall be conclusive evidence of receipt of such notice by the bidder to whom it is transmitted; or

(5) Electronic transmission sent to the e-mail address given by the bidder upon obtaining the bidding documents. Transmission of the addenda by e-mail shall be conclusive evidence of receipt of the addenda by the bidder to whom it was sent.

(6) Hand delivery to the address given by the bidder upon obtaining the bidding documents or if the bidder prefers to receive delivery at the Department of Purchasing, 200 Derbigny Street, Suite 4400, General Government Building.

(9) Each bidder shall comply with all rules and regulations of the Louisiana State Licensing Board for Contractors in accordance with existing state laws.

(10) Each bid must be submitted in a sealed envelope bearing on the outside: the name of the Bidder, his address, and the name of the project for which the bid is submitted; and, if the bid is in the amount of \$50,000 or more, or for electrical and mechanical projects exceeding \$10,000, the state license number of the Bidder, unless otherwise excepted by law.

(11) Further, the Parish of Jefferson reserves the right to cancel this contract at anytime and for any reason by issuing a thirty (30) day written notice to contractor.

B. Price

(1) The price quoted for the work shall be stated in figures. In the event there is a difference in unit prices and totals the unit prices shall prevail. In the event there is a difference in unit prices, written unit prices shall prevail over numerical unit prices.

(2) The price quoted in Proposals to supply labor and materials to Jefferson Parish shall include all costs necessary for the complete performance of the work in full conformity with the conditions of the Contract Documents, and shall include all licenses and permit fees and all applicable Federal, State, County or Parish, Municipal, or other taxes due by the contractor. If the Contractor is to act as the Parish's Purchasing Agent for tax exempt purposes, the Parish shall specifically state so within this bid specification.

(3) The quantities listed on the bid form are prepared for comparison of bids and may be approximate. Payment to the contractor will be made in accordance with measurement and payment requirements for bid items and other requirements of the project specifications. Bid item quantities may be increased, decreased, or omitted as provided in the specifications.

(4) SALES TAXES. Jefferson Parish is exempt from paying sales taxes under LSA-R.S. 47:301(8)(c). All prices for purchases by Jefferson Parish of supplies and materials shall be quoted in the unit of measure specified and unless otherwise specified, shall be exclusive of State and Parish taxes. All quotations shall be based on F.O.B. Agency warehouse, or job site, anywhere within Jefferson Parish, as designated by the Purchasing Department.

(5) DISCOUNTS. Unless otherwise specified, our regular terms are 2%, 10 days from date of delivery. Time shall be counted from date of delivery at destination, or from date correct invoice is received from contractor, if later date is later than date of delivery.

C. Signing

(1) The Proposal shall be properly signed with ink by the Bidder unless submitted electronically. If the Bidder is an individual, his name and his post office address should be shown; if a firm or partnership, the name and post office address of each member of the firm or partnership should be shown; if a joint venture, the name and post office address of each member or officer of the firm represented by the joint venture should be shown; if a corporation, the name of the corporation and business address of its corporate officials should be shown; and if a limited liability company, the name and business address of each managing member should be shown.

(2) Evidence of agency, corporate, limited liability or partnership authority is required for submission of bid. Such fact shall be contained in the bid documents and proof shall be provided with the bid in accordance with the provisions of LSA-R.S. 38:2212 O. FAILURE TO DO SO SHALL RESULT IN BID BEING REJECTED.

The name and post office address of the bidder must be legibly shown. The Proposal shall be properly signed with ink by the Bidder, unless submitted electronically. If a firm, partnership, or other legal entity is submitting the bid, and 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 the 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).

repair, improvement, movement, demolition, putting up, tearing down, or furnishing labor, material or equipment and installing same for any building, highway, road, railroad, sewer, grading, excavation, pipeline or public utility structure, project, development, improvement or any other undertaking within the jurisdiction of this parish where the cost of same is fifty thousand dollars (\$50,000.00) or more unless such person shall first have acquired a valid contractor's license from the state when required by R.S. 37:2150-37:2163.

(2) These provisions shall not apply to a residence to be occupied by not more than four families, provided however, that the definition shall include a four-family residence when the cost of construction exceeds \$75,000.00; provided, further, that the definition shall not include architects duly licensed by the State Board of Architects and Examiners or engineers duly licensed by the State Board of Registration for Professional Engineers and Land Surveyors whose only financial interest in the project shall be the professional fee for preparing plans and specifications, supervision, and normal and ordinary engineering services (that is, usual architectural and/or engineering services), and that they shall not be liable for any other fees, licenses, or assessments than those provided by the laws of the State of Louisiana, or an architect or engineer who receives an additional fee for employment and direction of labor, purchase of materials, and sub-letting parts of the undertaking.

(3) There are excepted from the provisions of this article any person acting as a contractor, submitting bids or proposals to construct highways, highway bridges, overpasses or any other project incidental to the construction of highways or any other project, building, structure or public work when such projects are federal aid projects, are financed with federal funds and the provisions of this article shall not apply to any public utility subject to regulation by the state public service commission, nor to any work performed by or for such public utility in furnishing its authorized service; provided, however, that any successful bidder on any such project, or projects, shall comply with provisions of R.S. 37:2150-2163.

(4) No building permit shall be issued to any owner or contractor for work within the parish on any project which requires a licensed contractor for all or any part of such work, within the definition and requirements of this article and the provisions of R.S. 37:2150-2163 unless and until the permit applicant furnishes to the permit official of the parish, the license number of all such contractors required to be licensed hereunder.

SECTION 2. WITHDRAWAL OR REVISION OF BIDS

A. A bid may be withdrawn at any time prior to the scheduled closing time for receipt of bids, provided a request in writing, executed by the Bidder or his duly authorized representative, is filed with the Owner prior to that time. When such a request is received, the bid will be returned to the Bidder unopened.

B. Written communications, over the signature of the Bidder, to modify bids will be accepted and the bids corrected in accordance therewith if received by the Owner prior to the scheduled closing time for receipt of bids. Oral, telephonic, telegraphic modifications will not be considered.

C. No bid can be modified or corrected after the hour set for opening such bids.

D. No bid can be withdrawn after the hour set for opening such bid except as provided in LSA-R.S. 38:2214C, i.e. bids containing patently obvious, unintentional, and substantial mechanical, clerical, or mathematical errors, or errors of unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the bid, may be withdrawn by the contractor if clear and convincing sworn, written evidence of such errors is furnished to the Department of Purchasing, 200 Derbigny Street, Suite 4400, General Government Building, Gretna, Louisiana 70053 within forty-eight (48) hours of the bid

D. Insurance

Proof of insurance required under this resolution, for this particular project, should be supplied with bid. However, certificate of insurance shall be supplied within twelve (12) calendar days after receipt of notice of award of the Contract by the Owner.

E. Bid Guarantee

(1) When required, a Bid Guarantee in the proper amount and in the proper form must accompany the proposal. No bid will be considered unless it is so guaranteed. Cashier's check, certified check or money order must be made payable to the order of the Owner. Cash deposits will not be accepted. The Owner reserves the right to cash or deposit the cashier's check, certified check or money order.

(2) The amount of the bid guarantee shall be not less than five (5%) percent of the amount of the bid, including any alternatives, and at the option of the bidder may be a cashier's check, certified check, money order or a satisfactory bid bond attached to the bid form, unless, a project, funded in whole or in part by State and/or Federal Funds, is governed by State and/or Federal Regulations or Laws which require a bid guarantee in a different amount, in which event the State and/or Federal Regulations or Laws shall take precedence.

(3) Bid Guarantees of the three lowest bidders will be retained by the Owner until the Contract is executed or until final disposition is made of the bids submitted. Bid Guarantees of all other bidders will be returned within ten (10) days after the canvass of bids.

(4) Bids shall remain binding for at least forty-five (45) days after the date set for Bid Opening. In the event the Owner issues the Letter of Award during this period, the bid accepted shall continue to remain binding until the Execution of Contract. Jefferson Parish and the lowest responsible bidder, by mutual written consent, may agree to extend the deadline for award by one or more extensions of thirty (30) calendar days.

(5) The successful bidder, upon his failure or refusal to execute Contract with Owner and deliver performance and payment bonds and any other required submittal within a period of ten (10) calendar days after original date of Owner's Letter of Award, as defined in the General Specifications, shall forfeit to Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

(6) To the extent permitted by law, the Bond requirements as set forth herein are waived insofar as Community Development housing rehabilitation construction contracts are concerned for single family, owner-occupied dwellings. The Parish Attorney's office will omit the requirements in connection with Community Development housing rehabilitation construction contracts for single family, owner-occupied dwellings.

(7) Maintenance, Repair and Supply Contracts Only - In the event that the successful bidder cannot furnish a specific item or material and labor in the required time, Jefferson Parish may purchase on an emergency basis from the next lowest bidder, or available source, until such time the successful bidder has notified Jefferson Parish in writing that his stock or labor capability has been replenished. The difference in price will be charged against the successful bidder of this contract, and evidence of purchases and prices will be provided. Contractor by bidding this proposal acknowledges and agrees to these provisions.

F. Licensing Requirements (Ordinance No. 13574 as Amended)

(1) No person shall undertake, attempt, or submit a bid or offer to construct, supervise, superintend, oversee, direct, or in any manner assume charge of the construction, alteration,

opening excluding Saturdays, Sundays, and legal holidays. Such errors must be clearly shown by objective evidence drawn from inspection of the original work papers, documents, or material used in the preparation of the bid sought to be withdrawn. If the Parish of Jefferson determines that the error is a patently obvious mechanical, clerical, or mathematical error, or unintentional omission of a substantial quantity of work, labor, material, or service, as opposed to a judgment error, and that the bid was submitted in good faith it shall accept the withdrawal and return the bid securely to the contractor. A contractor who attempts to withdraw a bid under these provisions shall not be allowed to resubmit a bid on the project (LSA-R.S. 38:2214D).

SECTION 3. INTERPRETATION OF CONTRACT DOCUMENTS

A. No oral interpretation will be made to any Bidder as to the meaning of the drawings, specifications, or contract documents. Every request for such interpretation shall be made in writing and addressed and forwarded to the Engineer, Architect or person distributing plans and specifications. No inquiry received within five (5) days prior to the day fixed for opening of the bids will be given consideration. Every interpretation made to the Bidder shall be in the form of an addendum to the Specifications and shall be issued as set forth above in Section 1A(8)(b). All such addenda shall become a part of the Contract Documents. Failure of any Bidder to receive any such interpretation shall not relieve any Bidder from any obligation under his Bid as submitted without modification.

B. The specifications and plans are complementary of each other and all work called for or reasonably implied by either shall be performed as if called for by both. In case of conflict between the requirements of the specifications and plans, the specifications shall take precedence. Figured dimensions shall take precedence over scale dimensions, and larger scale details shall take precedence over smaller scale details in the general work drawings.

SECTION 4. REJECTION OF BIDS

A. The Owner reserves the right to reject any or all Bids, to waive informalities, and to make award as it may elect, to the maximum extent which may be allowed under state law. Incomplete, informal, or unbalanced Bids may be rejected. Reasonable grounds for belief that any one Bidder is concerned, directly or indirectly, with more than one Bid will cause rejections of all Bids wherein such Bidder is concerned. If required, a Bidder shall furnish satisfactory evidence of his competence and ability to perform the work stipulated in his Proposal. If satisfactory evidence of competence to perform work is not furnished, the bid shall be rejected.

B. Additionally, bids may be considered irregular and be rejected for any of the following, but is not limited to the following circumstances:

(1) If the bid form is on a form other than that furnished by the Parish or if the form is altered or any part thereof is detached.

(2) If affidavits included in bid form and/or required by law are not returned with the bid, or ten (10) days after opening, as the requirement may be, or are not properly executed and notarized.

(3) If there are unauthorized additions, conditional or alternate bids or irregularities which alter the general terms and conditions, the plans or specifications, or make the bid incomplete, indefinite, or ambiguous as to its meaning.

(4) If the bidder adds provisions reserving the right to accept or reject the award or to enter into the contract pursuant to the award.

(5) If an owner or a principal officer of the bidding firm is an owner or a principal officer of a firm which has been declared by the Parish to be ineligible to bid.

(6) If the proposed bid guaranty does not meet the requirements of Section 1E Bid Guaranty.

(7) If more than one proposal for the same work, services, materials or supplies is received from an individual, partner, firm, corporation, joint venture, other legal entity, or combination thereof under the same or a different name.

(8) The bid is not properly signed or the authority of the signed person submitting the bid is deemed insufficient or unacceptable.

(9) If the bidder does not possess the proper license(s) required as noted in the specifications.

(10) Any other reasons for rejection set forth by State or Parish laws, ordinances or resolutions.

SECTION 5. FAMILIARITY WITH LAWS AND ORDINANCES

A. Bidders shall familiarize themselves with and shall comply with all applicable Federal and State Laws, parish/municipal ordinances, resolutions, and the rules and regulations of all authorities having jurisdiction over construction of the project, which may directly or indirectly affect the work or its prosecution.

B. These laws and/or ordinances will be deemed to be included in the contract, the same as though herein written in full.

C. In case of conflict between the requirements of these specifications and any State and/or Federal Regulations or Laws, the State and/or Federal Regulations or Laws shall take precedence in all cases in which State and/or Federal Funding of the contract, in whole or in part, depends upon compliance with said State and/or Federal Regulations or Laws.

SECTION 6. EXAMINATION OF SITE, DRAWINGS, ETC.

A. Prior to submitting a bid each Bidder shall visit the site of the proposed work and fully acquaint himself with all surface and subsurface conditions as they may exist so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the Work under this Contract. Bidders shall also thoroughly examine and be familiar with Drawings, Specifications, and Contract Documents. The failure or omission of any Bidder to receive or examine any form, instrument, drawing, or document or to visit the site and acquaint himself with conditions there existing, shall in no way relieve any Bidder from any obligation with respect to his Bid and the responsibility in the premises rests with him. Submission of a bid shall be considered prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to requirements of the plans, project specifications, Resolution No. 113647, and contract forms.

B. Any pre-bid test and boring data in connection with subsurface conditions which have been completed by the Parish or its engineers and furnished to the bidder shall not be considered as fully representative of subsurface conditions existing throughout the area tested nor shall they in any way be binding upon the Parish, it being understood that said data is furnished the bidder for his convenience only and the bidder shall be solely responsible for conducting his own boring explorations he deems necessary in preparing his bid. Any

the Chief Buyer for Jefferson Parish to be serious as to justify disqualification:

(1) Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

(2) A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for disqualification;

E. Any other cause the Chief Buyer determines to be so serious and compelling as to affect responsibility as a parish contractor, including debarment by another governmental entity for any cause;

F. Violation of the State Code of Ethics or the ethical standards set forth in the Jefferson Parish Code of Ordinances;

G. Failure to secure and/or maintain necessary licenses and/or permits;

H. Failure to comply with the Jefferson Parish Code of Ordinances and/or the Jefferson Parish Comprehensive Zoning Ordinance; or Failure to comply with or meet bid specifications and/or failure to be a responsible bidder.

1. A bid which is not responsive to, or does not meet bid specifications, will be rejected as being non-responsive, but that bidder will not be disqualified from future Parish bids, nor will that bidder be given a hearing pursuant to Section 9.2.

2. The procedures for disqualification from consideration for award of a contract with Jefferson Parish are as follows:

A. Step 1 - Prior to making a recommendation to the Council regarding a bid acceptance, the Department head shall send a Notice of Disqualification to the disqualified low bidder. This letter shall contain the reasons for disqualification and shall be sent Certified Mail with Return Receipt Requested. At the same time, a copy of said letter shall be sent to the Bid Disqualification Review Committee Chairman and the Parish Attorney's Office. When the postal receipt is returned to the Department head, he/she then proceeds with step 2 below.

B. Step 2- Prepare the normal recommendation packet to the Council, with the following exceptions:

(1) The letter to the Council Chairman shall indicate the low bidder was disqualified,

(2) The letter to the Council Chairman shall include a copy of the Notice of Disqualification together with the postal receipt, indicating delivery to the low bidder, and

(3) Attach a resolution accepting the lowest responsible bidder. The acceptance, however, shall be contingent upon the disqualification being affirmed or dismissed by the Bid Disqualification Review Committee.

C. Step 3 - If a bid disqualification review hearing is requested by a disqualified bidder, the Bid Disqualification Review Committee Chairman shall be notified and he will schedule the hearing.

prospective bidder wishing to conduct boring explorations on Parish property must obtain written permission from Jefferson Parish (department?) prior to such explorations.

C. No claims shall be made against the Parish for additional compensation due to unforeseen subsurface conditions arising during progress of the work and which might be in variance with the Parish's pre-bid boring data.

SECTION 7. COMMUNIST COUNTRY PROHIBITIONS

In awarding contracts for materials and supplies, Jefferson Parish shall reject the lowest bid if received from a bidder domiciled in a Communist country, or if the materials or supplies are manufactured in a Communist country, including but not limited to the China, North Korea and Vietnam and to award the contract to the next lowest bidder. This Section shall not apply to any country having established trade relations agreements or approvals from the government of the United States. (LSA-R.S. 38:2212.3)

SECTION 8. AWARD OF CONTRACT

A. 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 the Proposal that his bid has been accepted and that he has been awarded the Contract. No contract shall be executed with any Contractor until their certificates of insurance, performance bonds, labor and materials payment bonds, or any other bonds required are made satisfactory to the Owner.

B. Jefferson Parish reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination as shall, in its judgment, be in the best interest of Jefferson Parish. Every contract or order shall be awarded to the LOWEST RESPONSIBLE BIDDER, taking into consideration the CONFORMITY WITH THE SPECIFICATIONS, and the DELIVERY AND/OR COMPLETION DATE.

C. Preference will be given, to bidders requesting a preference in their bid in accordance with LSA-R.S. 38:2251, to materials, supplies, and provisions, produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside the State of Louisiana.

SECTION 9. DISQUALIFICATION OF BIDDERS

1. The causes for disqualification from consideration for award of a contract with Jefferson Parish are as follows (Jefferson Parish Code of Ordinances, Section 2-914):

A. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

B. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a parish contractor;

C. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;

D. Violation of contract provisions, as set forth below, of a character which is regarded by

D. The above procedure will allow the bid disqualification review process to take place simultaneously with the recommendation packet being routed for Administration approval and Council action.

SECTION 10. EXECUTION OF CONTRACT

The successful Bidder shall execute the Contract with the Owner in the form of the Contract included in the Specifications, a copy of which is annexed hereto, in such number of counterparts as the Owner may request within twelve (12) days after receipt of notice of award of the Contract by the Owner. One copy of the executed contract with all documents forming a part thereof shall be filed at the expense of the Contractor, with the Recorder of Mortgages in Jefferson Parish.

SECTION 11. MISCELLANEOUS

A. If your company is unable to bid on this project, please state the reason on the bid form and return it to the Department of Purchasing, 200 Derbigny Street, Suite 4400, General Government Building, Gretna, Louisiana 70053 before bid opening date. Failure to comply may result in the removal of your company from the Parish's vendor list.

B. Bids will be posted on the bulletin board inside the Department of Purchasing, 200 Derbigny Street, Suite 4400, General Government Building, Gretna, Louisiana 70053 for a period of five (5) working days after bid opening date. Advertised bids will be tabulated and a copy thereof forwarded to each responding bidder.

C. The successful bidder may be required to furnish a statement of the origin, composition, and manufacture of materials to be used in construction of the work together with samples, which samples may be subjected to testing to determine their quality and fitness for the work, as specified.

D. Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, sex or religion except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Acts of 1964, or Title VI and VII of the Act of April 11, 1968 shall also apply, as amended; nor discriminate on the basis of age under the Age Discrimination Act of 1975, as amended; nor with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k) (5) of the Regulations.

**GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS AND AGREEMENT
FOR BELOW GROUND PROJECTS OR ABOVE GROUND PUBLIC WORKS
PROJECTS AS APPROVED BY THE DIRECTOR OF PUBLIC WORKS OR HIS
DESIGNEE**

STANDARD
GENERAL CONDITIONS
OF THE
CONSTRUCTION CONTRACT
Prepared by
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE
and
Issued and Published Jointly By
[INSERT LOGOS]
PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS
AMERICAN CONSULTING ENGINEERS COUNCIL
AMERICAN SOCIETY OF CIVIL ENGINEERS

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American Consulting Engineers Council
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6.08	Permits	54
6.09	Laws and Regulations	54
6.10	Taxes	55
6.11	Use of Site and Other Areas	55
6.12	Record Documents	55
6.13	Safety and Protection	56
6.14	Safety Representative	56
6.15	Hazard Communication Programs	56
6.16	Emergencies	56
6.17	Shop Drawings and Samples	57
6.18	Continuing the Work	58
6.19	CONTRACTOR'S General Warranty and Guarantee	58
6.20	Indemnification	59
ARTICLE 7	OTHER WORK	61
7.01	Related Work at Site	61
7.02	Coordination	61
ARTICLE 8	OWNER'S RESPONSIBILITIES	61
8.01	Communications to Contractor	61
8.02	Replacement of ENGINEER	61
8.03	Furnish Data	62
8.04	Pay Promptly When Due	62
8.05	Lands and Easements; Reports and Tests	62
8.06	Insurance	62
8.07	Change Orders	62
8.08	Inspections, Tests, and Approvals	62
8.09	Limitations on OWNER'S Responsibilities	62
8.10	Undisclosed Hazardous Environmental Condition	62
8.11	Evidence of Financial Arrangements	62
ARTICLE 9	ENGINEER'S STATUS DURING CONSTRUCTION	62
9.01	OWNER'S Representative	62
9.02	Visits to Site	63
9.03	Project Representative	63
9.04	Clarifications and Interpretations	63
9.05	Authorized Variations in Work	63
9.06	Rejecting Defective Work	64
9.07	Shop Drawings, Change Orders and Payments	64
9.08	Determinations for Unit Price Work	64
9.09	Decisions on Requirements of Contract Documents and Acceptability of Work	64
9.10	Limitations on ENGINEER'S Authority and Responsibilities	65
ARTICLE 10	CHANGES IN THE WORK; CLAIMS	65
10.01	Authorized Changes in the Work	65
10.02	Unauthorized Changes in the Work	66
10.03	Execution of Change Orders	66
10.04	Notification to Surety	66
10.05	Claims and Disputes	66
ARTICLE 11	COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK	67
11.01	Cost of the Work	67
11.02	Cash Allowances	70
11.03	Unit Price Work	70
ARTICLE 12	CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES	71

TABLE OF CONTENTS

		Page
ARTICLE 1	DEFINITIONS AND TERMINOLOGY	25
1.01	Defined Terms	25
1.02	Terminology	29
ARTICLE 2	PRELIMINARY MATTERS	29
2.01	Delivery of Bonds	29
2.02	Copies of Documents	30
2.03	Commencement of Contract Times; Notice to Proceed	30
2.04	Starting the Work	30
2.05	Before Starting Construction	30
2.06	Preconstruction Conference	32
2.07	Initial Acceptance of Schedules	32
ARTICLE 3	CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE	32
3.01	Intent	32
3.02	Reference Standards	33
3.03	Reporting and Resolving Discrepancies	33
3.04	Amending and Supplementing Contract Documents	34
3.05	Reuse of Documents	34
ARTICLE 4	AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS	34
4.01	Availability of Lands	34
4.02	Subsurface and Physical Conditions	34
4.03	Differing Subsurface or Physical Conditions	35
4.04	Underground Facilities	36
4.05	Reference Points	37
4.06	Hazardous Environmental Condition at Site	37
ARTICLE 5	BONDS AND INSURANCE	39
5.01	Performance, Payment, and Other Bonds	39
5.02	Licensed Sureties and Insurers	41
5.03	Certificates of Insurance	41
5.04	CONTRACTOR'S Liability Insurance	41
5.05	OWNER'S Liability Insurance	45
5.06	Property Insurance	45
5.07	Waiver of Rights	46
5.08	Receipt and Application of Insurance Proceeds	47
5.09	Acceptance of Bonds and Insurance; Option to Replace	48
5.10	Partial Utilization, Acknowledgment of Property Insurer	48
ARTICLE 6	CONTRACTOR'S RESPONSIBILITIES	48
6.01	Supervision and Superintendence	48
6.02	Labor; Working Hours	49
6.03	Services, Materials, and Equipment	49
6.04	Progress Schedule	50
6.05	Substitutes and "Or-Equals"	50
6.06	Concerning Subcontractors, Suppliers, and Others	52
6.07	Patent Fees and Royalties	53
ARTICLE 13	TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK	73
13.01	Notice of Defects	73
13.02	Access to Work	73
13.03	Tests and Inspections	73
13.04	Uncovering Work	74
13.05	OWNER May Stop the Work	75
13.06	Correction or Removal of Defective Work	75
13.07	Correction Period	75
13.08	Acceptance of Defective Work	76
13.09	OWNER May Correct Defective Work	76
ARTICLE 14	PAYMENTS TO CONTRACTOR AND COMPLETION	77
14.01	Schedule of Values	77
14.02	Progress Payments	77
14.03	CONTRACTOR'S Warranty of Title	80
14.04	Substantial Completion	80
14.05	Partial Utilization	81
14.06	Final Inspection	82
14.07	Final Payment	83
14.08	Final Completion Delayed	84
14.09	Waiver of Claims	84
ARTICLE 15	SUSPENSION OF WORK AND TERMINATION	84
15.01	OWNER May Suspend Work	84
15.02	OWNER May Terminate for Cause	84
15.03	OWNER May Terminate For Convenience	85
15.04	CONTRACTOR May Stop Work or Terminate	86
ARTICLE 16	DISPUTE RESOLUTION	86
16.01	Methods and Procedures	86
ARTICLE 17	MISCELLANEOUS	86
17.01	Giving Notice	86
17.02	Computation of Times	86
17.03	Cumulative Remedies	86
17.04	Survival of Obligations	87
17.05	Controlling Law	87
SUPPLEMENTARY CONDITIONS		88
EXHIBIT A	Duties, Responsibilities and Limitations of Authority of Resident Project Representative	97
AGREEMENT		101

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. **Addenda**--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. **Agreement**--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. **Application for Payment**--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. **Asbestos**--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

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

6. **Bidding Documents**--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. **Bidding Requirements**--The Advertisement or Invitation to Bid,

Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. **Bonds**--Performance and payment bonds and other instruments of security.

9. **Change Order**--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, subject to and in accordance with the applicable Laws and Regulations and issued on or after the Effective Date of the Agreement.

10. **Claim**--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. **Contract**--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. **Contract Documents**--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and

25

or time prior to Substantial Completion of all the Work.

28. **Notice of Award**--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER, if OWNER decides to proceed with the Work, will sign and deliver the Agreement to the successful bidder. However, the Notice of Award shall not be construed as an agreement, meeting of the minds, contract or any other legal obligation between the OWNER and CONTRACTOR. Until the CONTRACTOR receives a Notice to Proceed from the OWNER, the CONTRACTOR has no right or remedy against the OWNER.

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

30. **OWNER**--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. **Partial Utilization**--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. **PCBs**--Polychlorinated biphenyls.

33. **Petroleum**--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

27

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

35. **Project Manual**--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. **Radioactive Material**--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. **Resident Project Representative**--The authorized representative of ENGINEER, OWNER, or an independent contractor who may be assigned to the Site or any part thereof.

38. **Samples**--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. **Shop Drawings**--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. **Site**--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. **Contract Price**--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. **Contract Times**--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. **CONTRACTOR**--The individual or entity with whom OWNER has entered into the Agreement.

16. **Cost of the Work**--See paragraph 11.01.A for definition.

17. **Drawings**--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

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

41. **Specifications**--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. **Subcontractor**--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. **Substantial Completion**--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, as evidenced by ENGINEER's issued and signed definitive Certificate of Substantial Completion, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. **Supplementary Conditions**--That part of the Contract Documents which amends or supplements these General Conditions.

45. **Supplier**--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. **Underground Facilities**--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other

19. **ENGINEER**--The individual or entity named as such in the Agreement.

20. **ENGINEER's Consultant**--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. **Field Order**--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. **General Requirements**--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. **Hazardous Environmental Condition**--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. **Hazardous Waste**--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. **Laws and Regulations; Laws or Regulations**--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. **Liens**--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. **Milestone**--A principal event specified in the Contract Documents relating to an intermediate completion date

26

communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. **Unit Price Work**--Work to be paid for on the basis of unit prices.

48. **Work**--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. **Work Change Directive**--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and recommended by ENGINEER and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. **Written Amendment**--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

28

1.02 Terminology

A. Intent of Certain Terms or Adjectives

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. Day

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

C. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial

Completion in accordance with paragraph 14.04 or 14.05).

D. Furnish, Install, Perform, Provide

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS AND CERTIFICATES OF INSURANCE

2.01 Delivery of Bonds

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish. CONTRACTOR shall also

deliver to the OWNER, with copies to each additional insured identified herein or in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which OWNER or any additional insured may reasonably request) which CONTRACTOR is required to purchase and maintain in accordance with paragraph 5.04.

2.02 Copies of Documents

A. OWNER shall furnish to CONTRACTOR up to ten six copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier. The Contract Times will commence to run on the day indicated in the Notice to Proceed. The OWNER shall issue a Notice to Proceed in accordance with I.A.R.S. 38:2215. In no event will OWNER have any obligations or duties to CONTRACTOR under the Agreement until the Notice to Proceed is given to CONTRACTOR. In no event will the Contract Times commence to run later than the one hundred twentieth day after the day of Bid opening or the thirtieth day after the Effective Date of Agreement, whichever date is later, unless the parties otherwise agree.

2.04 Starting the Work

A. CONTRACTOR shall start to perform the Work on within ten days from the date when the Contract Times commence to run. No Work shall be done at the Site prior to the

date on which the Contract Times commence to run.

2.05 Before Starting Construction

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

The grades, elevations, dimensions, locations, and field measurements or any drawings or specifications issued by the ENGINEER or the Work installed by other contractors are not guaranteed by the ENGINEER or the OWNER. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify the accuracy of all grades, elevations, dimensions, locations, and field measurements. In all cases of the interconnection of Work with existing or other Work, CONTRACTOR shall verify at the Site all dimensions relating to such existing or other Work. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby. Any errors due to the CONTRACTOR's failure to verify all such grades, elevations, locations, dimensions, or field measurements shall be promptly rectified by CONTRACTOR without any additional

costs to OWNER or extensions of Contract Times.

B. Preliminary Schedules: Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

4. The construction schedule shall be in a detailed precedence-style critical path method (CPM) or prima vera type format satisfactory to the OWNER and the ENGINEER, and shall also: (1) provide a graphic representation of all activities and events that will occur during the performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in insuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as Milestone Dates). Upon review and acceptance by the OWNER and the ENGINEER of the Milestone Dates, the construction schedule shall

be deemed part of the Contract Documents and attached to the agreement as Exhibit. If not accepted, the construction schedule shall be promptly revised by the CONTRACTOR in accordance with the recommendations of the OWNER and the ENGINEER and resubmitted for acceptance.

C. Evidence of Insurance: Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 6.

CONTRACTOR shall not start any Work at the Site unless and until CONTRACTOR has in place and in full force and effect all of the insurance and Bonds which the CONTRACTOR is required to obtain by the Agreement, the Contract, or the Supplementary Conditions. Any delay in obtaining confirmation of the existence of the insurance, Bonds, and other security required by this Contract and compliance with the terms of the Contract therefor shall be counted as workdays if the start of Work is delayed beyond the time set forth in paragraph 2.04.A. The Contract shall not be in force or binding on OWNER until satisfactory Bonds and insurance have been provided in accordance with the Contract Documents.

D. In accordance with the Instructions to Bidders, one complete copy of the executed Contract Documents, including Specifications and Drawings, shall be filed with the Clerk of Court and Ex-Officio Recorder of Mortgages for Jefferson Parish promptly, but in any event before starting any Work, at CONTRACTOR'S expense, which expense may be deducted from any application for

payment if not paid for directly by CONTRACTOR.

2.06 Preconstruction Conference

A. Within 30 days after the effective date of the Agreement and prior to the time the Contract Times start to run, but and before any Work at the Site is started, a conference attended by CONTRACTOR, OWNER, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 Initial Acceptance of Schedules

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR'S full responsibility therefor.

2. CONTRACTOR'S schedule of Shop Drawing and Sample submittals will be

acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR'S schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

A. The Contract Documents are complementary; what is called for by one is binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

D. In the event of an inconsistency in the Contract Documents, the order of precedence shall be as follows:

- A. Agreement
- B. Addenda/Change Orders/Written Amendment
- C. CONTRACTOR'S Bid
- D. Supplementary Conditions
- E. General Conditions
- F. Invitation to Bid
- G. Instructions to Bidders
- H. Technical Provisions

I. Referenced Standard Specifications
J. Drawings

With reference to the Drawings, the order of precedence is as follows: Figures govern over scaled dimensions; detail drawings over general drawings; addenda/change order drawings govern over standard drawings and shop drawings.

E. OWNER makes no warranties, express or implied, with respect to the fitness of the Drawings or Specifications prepared by the ENGINEER or any other person, and CONTRACTOR waives any claims against OWNER arising out of any implied or express warranties of the fitness of the Drawings or Specifications for their intended purpose.

3.02 Reference Standards

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER'S Consultants, agents, or employees any duty or authority to supervise or direct the performance of the

Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such

an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Amending and Supplementing Contract Documents

A. The Contract Documents may can only be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways: (i) a Written Amendment; (ii) a Change Order; or (iii) a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER'S approval of a Shop Drawing or Sample; or (iii) ENGINEER'S written interpretation or clarification. Any variations and deviations in the Work arising from any of the methods set forth in paragraph 3.04 B. will not authorize an amendment to the Contract Price or Contract Times. The sole method to amend the Contract Price or Contract Times is pursuant to paragraph 3.04 A.

3.05 Reuse of Documents

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER'S Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adoption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract.

Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

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

4.01 Availability of Lands

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER'S furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER'S interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 Subsurface and Physical Conditions

A. Reports and Drawings: The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or

33

contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. Limited Reliance by CONTRACTOR on Technical Data Authorized: CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER'S Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR'S purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

F. The CONTRACTOR and each Subcontractor shall evaluate and satisfy themselves as to the Site conditions and limitations under which the Work is to be performed, including, without limitation, (1) the location, condition, layout, and nature of the Project Site and surrounding areas; (2) generally prevailing climactic conditions; (3) anticipated labor, supply, and costs; (4)

availability and cost of materials, tools, and equipment; and (5) other similar issues. The OWNER assumes no responsibility or liability for the physical condition or safety of the Project Site or any improvements located on the Project Site. Except as set forth in Article 4, the CONTRACTOR shall be solely responsible for providing a safe place for the performance of the Work. The OWNER shall not be required to make adjustments in either the Contract Price or Contract Times arising from a failure by the CONTRACTOR or any Subcontractor to comply with the requirements of this paragraph.

4.03 Differing Subsurface or Physical Conditions

A. Notice: If CONTRACTOR believes discovers or should have discovered that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then CONTRACTOR shall, promptly after becoming aware thereof immediately and in any event within 48 hours after the time the CONTRACTOR discovers and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such

condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. ENGINEER'S Review: After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER'S obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER'S findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR'S cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration,

test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR'S making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER'S Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 Underground Facilities

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

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

35

36

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. Not Shown or Indicated

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall immediately and in any event within 24 hours after CONTRACTOR discovers promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both,

to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages incurred or sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.05 Reference Points

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

4.06 Hazardous Environmental Condition at Site

A. Reports and Drawings: Reference is made to the Supplementary Conditions for the identification of those reports and drawings

relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. Limited Reliance by CONTRACTOR on Technical Data Authorized: CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition erected with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

CONTRACTOR must take all precautions to discover and locate any Hazardous

Environmental Condition at the Site that may present a substantial danger to persons or property exposed thereto in connection with the Work at the Site. CONTRACTOR shall be responsible for any damages arising out of or caused by a Hazardous Environmental Condition created on the Site by CONTRACTOR, a Subcontractor, Supplier, or anyone else for whom CONTRACTOR is responsible. Within 24 hours of the time CONTRACTOR discovers the Hazardous Environmental Condition, CONTRACTOR shall follow the procedures set forth in paragraph 4.06.D.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a

Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work; and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER,

ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 Performance, Payment, and Other Bonds

A. CONTRACTOR shall purchase and furnish performance and payment Bonds, each in an amount at least equal to 100 percent of the Contract Price including, but not limited to, the obligations for actual damages and liquidated damages in accordance with the provisions in the Agreement regarding delay in completion of the Work within the Contract Times as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B. All Bonds shall be in the form prescribed by the Contract Documents except

as provided otherwise by Laws or Regulations, and shall be executed only by such sureties as are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury meeting the requirements set forth in La. R.S. 38:2218 and 2219 and any other requirements and qualifications set forth in the Supplementary Conditions. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

D. Performance Bond

Any surety bond written for a Jefferson Parish Public Works project shall be written by a surety or insurance company currently on the U.S. Department of 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 policyholder's surplus as shown in the A.M. Best's Key Rating Guide or by a surety company that complies with the requirements of I.S.A.-R.S. 38:2219.

No surety will be accepted from a bondsman which does not have a permanent agent or representative in the State upon whom notices referred to in the General Conditions may be served. Service of said notice on said agent or representative in the

State shall be equal to service of notice on the president of the surety, or such other officer as may be concerned. Should the CONTRACTOR's surety, even though approved and accepted by the OWNER, subsequently remove its agency or representative from the State or terminate its residency or license in this State or become insolvent, bankrupt, or otherwise fail, the CONTRACTOR shall immediately furnish a new bond from another company approved by the OWNER at no additional cost to the OWNER. The new bond shall be executed upon the same terms and conditions as the original bond.

E. Alternative Security

The Owner may in its discretion accept alternative security pursuant to the requirements set forth in the Louisiana public contract law (I.S.A.-R.S. 38:2181 et seq.).

F. Scope of the Bond and Obligation of the Surety

The CONTRACTOR's surety shall obligate itself to all the terms and covenants of the Contract Documents covering the Work to be performed 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 hereinbefore described without notice to the CONTRACTOR's surety and without in any manner affecting the liability of bondsman or releasing it from any of its obligations hereunder.

The Bond shall also secure for the OWNER the faithful performance of the Contract in strict accordance with the plans and specifications and Contract Documents. 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 the 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 the Contract and institution of concourse 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 itself by acceptance to be bound to the OWNER as guarantor jointly and in solido with the CONTRACTOR for fulfillment of the foregoing terms including, but not limited to, any provisions for actual or liquidated damages.

5.02 Licensed Sureties and Insurers

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

B. Insurance Coverage is required to be provided by companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best rating of no less than A-VI. This requirement will be waived for workers' compensation coverage only for those contractors whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Workers' Compensation Assigned Risk Pool or the Louisiana Worker's Compensation Corporation.

5.03 Certificates of Insurance

A. CONTRACTOR shall, at the same time as CONTRACTOR returns the signed copies of the agreement to OWNER, deliver to OWNER, with copies to each additional insured identified herein or in the Supplementary Conditions, certificates of insurance (and

other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain and each such certificate shall include the Project name, the Project number, proposal number, and OWNER's address as identified in the Agreement. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04 CONTRACTOR's Liability Insurance

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is provided herein or in the Supplementary Conditions, as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;
4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (l) by any

person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

1. with respect to insurance required by paragraphs 5.04 A.3 through 5.04 A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER'S Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

with respect to comprehensive general liability, automobile liability, and umbrella liability, name OWNER as an additional insured, be primary to any insurance carried by the OWNER, and with respect to workers' compensation only, include a Waiver of Subrogation in favor of the OWNER and any principals for whom the OWNER is working, including any co-lessors of such principals; and, with respect to all of the

foregoing, be subject to the approval of the OWNER;

2. include at least the specific coverages and be written for not less than the limits of liability provided herein or in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20.

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given by registered or certified mail, return receipt requested, to OWNER and CONTRACTOR and to each other additional insured identified herein or in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified herein or in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of

41

42

such insurance at final payment and one year thereafter); and

B. include a provision which requires that any communication regarding the insurance, including any communication under 5.04 B.5, above, include the Project name, Project number, proposal number, and OWNER's address, as identified in the Agreement.

C. The limits of liability for the insurance required by paragraph 5.4 of the General Conditions shall provide the following coverage for not less than the following amounts or greater where required by Laws and Regulations, and any Jefferson Parish resolutions:

1. Workers' Compensation, etc. under the General Conditions:

The CONTRACTOR shall take out and maintain during the life of this contract, Workers' Compensation Insurance for all his employees in any way engaged in this project. As required by Louisiana State Statute exception: employer's liability shall be \$1,000,000 per occurrence when work is to be over water and involves maritime exposures, otherwise this limit shall be no less than \$500,000 per occurrence.

2. CONTRACTOR's Comprehensive General Liability Insurance under the General Conditions which shall also include completed operations and product liability coverage:

The CONTRACTOR shall take out and maintain during the life of this contract, Comprehensive General Liability Insurance with a combined Single Limit per occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage, and indicate on the certificate of insurance the following:

- 1) Premises - operations;
- 2) Broad form contractual liability;
- 3) Products and completed operations;
- 4) Use of contractors and sub-contractors;
- 5) Personal injury;
- 6) Broad form property damage;
- 7) Explosion, collapse and underground [XCU] coverage.

NOTE: On the certificate of insurance, under the description of operations, the following wording is required: The aggregate loss limit applies to each project or a copy of ISO Form CG 25 03 (ed. 11-85 or latest form) shall be submitted.

COMBINED SINGLE LIMITS (CSLI) - AMOUNT OF INSURANCE REQUIRED

CONTRACTS UP TO \$1,000,000:
General contracts - each occurrence/ minimum limits \$500,000.00.
New construction/renovations - each occurrence/minimum limits \$500,000.00*** (depending on building value).

CONTRACTS OVER \$1,000,000:
General contracts - each occurrence/ minimum limits \$1,000,000.00.
New construction/renovations - each occurrence/minimum limits \$1,000,000.00*** (depending on building value).

*** WHILE THE MINIMUM COMBINED SINGLE LIMITS OF \$500,000 IS REQUIRED FOR ALL RENOVATION, THE VALUE OF THE BUILDING SHALL BE MULTIPLIED BY 10% AND THE INSURANCE REQUIREMENTS WILL BE INCREASED AT \$1,000,000 INTERVALS AND ROUNDED TO THE NEAREST MILLION.

EXAMPLE: RENOVATIONS ON A THIRTY-THREE MILLION DOLLAR BUILDING WOULD REQUIRE THREE MILLION DOLLARS. (\$3,000,000)

MINIMUM COMBINED SINGLE LIMITS OF COVERAGE

The CONTRACTOR shall take out and maintain a policy of Umbrella Liability Coverage in excess of the primary insurance afforded above and including all operations of the CONTRACTOR, with minimum limits of \$1,000,000.00.

3. The CONTRACTOR shall take out and maintain during the life of this contract Business Automobile Liability Insurance with a Combined Single Limit of \$1,000,000 per Occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverage:

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

4. OWNER's Protective Liability.

The CONTRACTOR shall take out and maintain a policy of OWNER's Protective Liability for the same limits of liability for bodily injury and property damage liability and conditions as provided hereinabove under "Comprehensive General Liability Insurance".

The cost of this coverage is at the CONTRACTOR's expense.

5. Builder's Risk Insurance

The CONTRACTOR shall take out and maintain Builder's Risk Insurance at his expense to insure both the OWNER and CONTRACTOR as their interest may appear. These policies must cover for such amount of the work as is determined by the ENGINEER and/or Architect and shall be the all-risk type of coverage. Although the insurance takes account of payments during the

course of the construction from the OWNER to the CONTRACTOR, it is understood that the work shall be at the risk of the CONTRACTOR until finally accepted by the OWNER as a whole pursuant to the provisions of the General Conditions. Except as otherwise provided by law, the Parish Attorney's Office with the concurrence of the Director of Risk Management Loss Control is authorized to omit in whole or part the insurance requirements of this section in connection with such contracts.

6. Miscellaneous

(a) Deductibles. No insurance required under this contract shall include a deductible in excess of \$10,000.00 unless otherwise approved by the Parish Attorney's Office with the concurrence of the Director of Risk Management and based upon the company's most recent financial audit, such increase in the deductible must be approved in writing prior to the bid opening date. The cost of all deductible amounts shall be borne by the CONTRACTOR.

(b) If at any time any of the said policies shall be or become unsatisfactory to the OWNER as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the OWNER, the CONTRACTOR/Subcontractors shall promptly obtain a new policy, submit the same to the OWNER for approval and submit a certificate thereof as provided above.

Upon failure of _____ a CONTRACTOR/Subcontractor to furnish to deliver and maintain such insurance as above provide this Contract, at the election of the OWNER, may be forthwith declared suspended, discontinued or terminated. Failure of the CONTRACTOR/Subcontractor to

43

44

take out and/or to maintain insurance shall not relieve the CONTRACTOR/Subcontractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the CONTRACTOR/Subcontractor concerning indemnification.

(c) **WAIVER.** Except as otherwise provided by law, the coverage requirements of this section may be waived in whole or part on contracts under \$100,000.00 and the Chairman of the Council is authorized to use his discretion in regard to insurance requirements for such contracts. Except as otherwise provided by law, the Parish Attorney's Office with the concurrence of the Director of Risk Management ~~Control is authorized to omit in whole or part the insurance requirements of this section in connection with such contracts.~~

D. The policies of insurance so required by paragraph 5.04 to be purchased and maintained by CONTRACTOR shall indicate the project number, proposal number, and OWNER's address as identified in the Agreement and shall also include the following clauses:

1. The CONTRACTOR/Subcontractor insurers will have no right of recovery or subrogation against the OWNER, if being the intention of the parties that the insurance policy so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.

2. The OWNER shall be named as additional insured as regards to negligence by the CONTRACTOR (ISO Forms CG 20 10 (Form B) or latest applicable ISO form) or equivalent.

3. The insurance companies issuing the policy or policies shall have

no recourse against the OWNER for payment of any premiums or for assessments under any form of policy.

4. Any and all deductibles in the insurance policies shall be assumed by and be for the amount of \$10,000.00 unless increased as set forth in section 5.04 C6(a) and at the sole risk of the CONTRACTOR/Subcontractor.

5. Any and all communications regarding the insurance shall include the Project name, Project number, proposal number, and OWNER's address, as identified in the Agreement.

5.05 OWNER's Liability Insurance

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

5.06 Property Insurance

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER'S Consultants, and any other individuals or entities identified in the Supplementary Conditions; and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no right of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER'S Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08 Receipt and Application of Insurance Proceeds

A. Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

2. be written on a Builder's Risk "all risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit; and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

2. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions of Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER'S Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have

an insurable interest and shall be listed as an insured or additional insured;

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D. OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified herein or in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 Waiver of Rights

A. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER;

B. OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers, and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09 Acceptance of Bonds and Insurance; Option to Replace

A. If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in CONTRACTOR in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party OWNER shall so notify the other party CONTRACTOR in writing within 40 (forty) days after receipt of the certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party CONTRACTOR does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party the OWNER shall notify the other party CONTRACTOR in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, including without limitation, termination for default in light of the material importance of the Bonds to OWNER, the other party OWNER may elect to obtain equivalent Bonds or insurance to protect such other party's the OWNER's interests at the expense of the party CONTRACTOR who

was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 Partial Utilization, Acknowledgment of Property Insurer

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

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 Supervision and Superintendence

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

CONTRACTOR, Subcontractors, ENGINEER, ENGINEER'S Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER'S Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER'S Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto 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 or received from the superintendent shall be binding on CONTRACTOR.

For purposes of giving or receiving notice, directives, Change Orders, or any other information from ENGINEER or OWNER to CONTRACTOR, the CONTRACTOR shall designate one person as Project Manager to receive such notice, directives, Change Orders, or other information. If the person so identified by CONTRACTOR is not present on the job Site during normal working hours for any consecutive 48 hour period, the CONTRACTOR shall in writing, addressed to ENGINEER and OWNER, identify the individual who is acting as Project Manager. CONTRACTOR may designate the resident superintendent as the Project Manager.

6.02 Labor; Working Hours

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER. For purposes of

the foregoing sentence and this Contract "regular working hours" shall mean between 7:00 a.m. and 6:00 p.m. Emergency work may be performed without prior permission. CONTRACTOR shall establish a normal work schedule which does not exceed 40 hours per week. Overtime shall be scheduled only after CONTRACTOR obtains written permission from OWNER.

6.03 Services, Materials, and Equipment

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work. All construction equipment and machinery used by CONTRACTOR to perform its obligations under the CONTRACT shall be operational and maintained in good repair during the Contract as necessary for the CONTRACTOR's timely performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents. The CONTRACTOR agrees to assign to the OWNER at the time of final completion of the Work any and all manufacturer's warranties

49

substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and

claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. Engineer's Evaluation: ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. Special Guarantee: OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. ENGINEER's Cost Reimbursement: ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the

relating to equipment, machinery, materials and labor used and incorporated in the Work and CONTRACTOR further agrees to perform the Work in such a manner to preserve any and all manufacturer's warranties.

6.04 Progress Schedule

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 Substitutes and "Or-Equals"

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. "Or-Equal" Items: If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable

50

provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. CONTRACTOR's Expense: CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection. Notwithstanding the foregoing, CONTRACTOR shall not award any work to any Subcontractor without prior written approval of the OWNER, which approval will not be given until CONTRACTOR submits the information required regarding Subcontractors in the Bid Instructions or Supplementary Conditions, statement shall contain such information as the Owner may require. Such consent shall not be withheld unless a legal ground exists, such as, but not limited to, a subcontractor who has been disqualified from Parish projects.

If such consent is given, the CONTRACTOR will be permitted to sublet a portion of the work, but shall perform with his own organization work amounting to at least 50 percent of the total contract cost. Any items designated in the Contract as "specialty items" may be performed by subcontract and

the costs of such may be deducted from the total cost before computing the amount of work required to be performed by the CONTRACTOR with his own organization.

Except as provided by law, this provision requiring at least 50 percent of the Work or services to be performed by the Contractor may be waived in whole or in part on Building Construction contracts by resolution, and the Chairman of the Council is authorized to use his discretion in regard to waiving this requirement. Additionally, except as otherwise provided by law, the Parish Attorney's Office is authorized to omit from Building Construction contracts in whole or in part the provision requiring at least 50 percent of the Work or services to be performed by the Contractor. Determination to waive requirement in whole or in part that at least 50 percent of the Work or services to be performed by the Contractor must be set forth in the bid specifications or addenda.

An approved Subcontractor shall not subcontract any portion of the authorized work. However, except as provided by law, this provision may be waived in whole or in part by resolution, and the Chairman of the Council is authorized to use his discretion in regard to waiving this requirement.

If the CONTRACTOR shall sublet any part of this Contract, the CONTRACTOR shall be as fully responsible to the OWNER for the acts and omissions of his Subcontractor and of any persons either directly or indirectly employed by his Subcontractor as he is for the acts and omissions of persons directly employed by himself.

B. If the Supplementary Conditions or the Bid Instructions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, or the Bid Instructions, OWNER's written acceptance

51

52

~~(either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Revocation must be based on a legal ground, such as, but not limited to, a subcontractor who has been disqualified from Parish projects.~~ Contractor shall submit an acceptable replacement for the rejected CONTRACTOR shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other

individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. ~~Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 6.08, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insureds on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.~~

6.07 Patent Fees and Royalties

and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder. ~~to the extent caused by or based upon CONTRACTOR's performance of the Work.~~

B. ~~Removal of Debris During Performance of the Work:~~ During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. ~~Cleaning:~~ Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

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

6.12 Record Documents

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during

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

6.08 Permits

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

of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 Laws and Regulations

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids ~~(or on the Effective Date of the Agreement if there were no Bids)~~ having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

D. Pursuant to LSAR.S. 38:2196, with respect to public contracts involving the state or a political subdivision of the state, when the Work is to be done in this state (Louisiana), the services are to be provided or the materials are to be supplied in this state, provisions in such agreements requiring

53

54

disputes arising thereunder to be resolved in a forum outside of this state or requiring their interpretation to be governed by the laws of another jurisdiction are inequitable and against the public policy of this state.

6.10 Taxes

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

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from

55

construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 Safety and Protection

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

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

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

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier,

or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 Safety Representative

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

6.15 Hazard Communication Programs

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

6.16 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss.

56

CONTRACTOR shall give ENGINEER ~~prompt~~ written notice immediately but in no event more than 24 hours after the alleged emergency if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 Shop Drawings and Samples

A. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B. CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents of the

schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the

Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. ENGINEER's Review

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve

CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. Resubmittal Procedures

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

6.18 Continuing the Work

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 CONTRACTOR's General Warranty and Guarantee

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with

57

58

the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;
2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;
4. use or occupancy of the Work or any part thereof by OWNER;
5. any acceptance by OWNER or any failure to do so;
6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;
7. any inspection, test, or approval by others; or
8. any correction of defective Work by OWNER.

6.20 Indemnification

A. ~~To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the perfor-~~

~~mance of the Work, provided that any such claim, cost, loss, or damage:~~

~~1. 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~~

~~2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by laws and Regulations regardless of the negligence of any such individual or entity.~~

~~To the fullest extent permitted by law, CONTRACTOR agrees to protect, defend, indemnify and save the OWNER, ENGINEER, ENGINEER Consultants, its agents, officials, employees, servants, including volunteers, or any firm, company, organization or individual, or their contractors, or subcontractors with whom the OWNER may be contracted, harmless from and against any and all claims, demands, loss or destruction of property, actions, and causes of action of every kind and character including but not limited to claims based on negligence, strict liability, and absolute liability which may arise in favor of any person or persons on account of illness, disease, loss of property, services, wages, death or personal injuries resulting from operations contemplated by this Contract regardless of whether others may be wholly concurrently, partially or solely negligent or strictly liable, or absolutely liable or otherwise at fault, and regardless of any defect in the premises, equipment, or materials, irrespective of whether same preexisted this Agreement, except damages arising out of injuries to or property claims of third parties caused by the sole negligence of OWNER, its employees or agents. Further,~~

~~CONTRACTOR hereby agrees to indemnify the OWNER for all reasonable expenses including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs incurred by or imposed upon the OWNER in connection therewith for any such loss, damage, injury or other casualty. CONTRACTOR further agrees to pay all reasonable expenses and attorneys' fees incurred by the OWNER in establishing the right to indemnify pursuant to the provisions in this section.~~

~~For contracts for purchase and installation and/or maintenance of equipment or purchase of materials, supplies, or services, the following provision shall apply.~~

~~To the fullest extent permitted by law, CONTRACTOR agrees to protect, defend, indemnify and save the OWNER its agents, officials, employees, volunteers or any firm, company, organization or individual or their contractors, or subcontractors with whom the OWNER may be contracted to, harmless from and against any and all claims, demands, actions and causes of action of every kind and character including but not limited to claims based on negligence, strict liability, and absolute liability which may arise in favor of any person or persons on account of illness, disease, loss of property, services, wages, death or personal injuries resulting from acts or omissions of CONTRACTOR, its agents, employees, assigns, or subcontractors during the operations contemplated by this Contract.~~

~~This indemnity does not extend to the sole negligence of the OWNER and the CONTRACTOR shall not be liable to the OWNER for its lost profits or revenue or consequential damages except claims advanced in tort and/or claims advanced in contract due to the bad faith of CONTRACTOR. Bad faith shall mean a breach of some motive or interest of ill will on the part of the CONTRACTOR.~~

~~Further, CONTRACTOR hereby agrees to indemnify the OWNER for all reasonable expenses and fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs incurred by or imposed upon the OWNER in connection therewith for any such loss, damage, injury or other casualty. CONTRACTOR further agrees to pay all reasonable expenses and attorneys' fees incurred by the OWNER in establishing the right to indemnify pursuant to the provisions in this agreement.~~

~~B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.~~

~~C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:~~

~~1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or~~

~~2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.~~

59

60

ARTICLE 7 - OTHER WORK

7.01 Related Work at Site

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

- 1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and
2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts

between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 Coordination

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

- 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
2. the specific matters to be covered by such authority and responsibility will be itemized; and
3. the extent of such authority and responsibilities will be provided.

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

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Communications to Contractor

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 Replacement of ENGINEER

means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03 Project Representative

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 Clarifications and Interpretations

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 Authorized Variations in Work

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 Furnish Data

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

8.04 Pay Promptly When Due

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 Lands and Easements; Reports and Tests

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

8.06 Insurance

~~A. OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 6.~~

8.07 Change Orders

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 Inspections, Tests, and Approvals

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 Limitations on OWNER's Responsibilities

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

8.10 Undisclosed Hazardous Environmental Condition

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 Evidence of Financial Arrangements

~~A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.~~

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 OWNER'S Representative

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

~~B. The ENGINEER shall identify a specific individual to serve as liaison between the OWNER and CONTRACTOR and between the ENGINEER and CONTRACTOR. The ENGINEER will notify the OWNER and CONTRACTOR of the name of an acting replacement as ENGINEER representative whenever the person so designated is not available. Whenever the CONTRACTOR or OWNER requires information, direction, or assistance, the CONTRACTOR or OWNER shall notify the individual designated by the ENGINEER.~~

9.02 Visits to Site

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR'S

adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. ~~If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05. ENGINEER will promptly obtain the signature of the CONTRACTOR on all Field Orders. This signature confirms the CONTRACTOR's acknowledgment that the CONTRACTOR is not entitled to any change in the Contract Price or the Contract Times. The ENGINEER will obtain the signature of the CONTRACTOR on all Field Orders on a weekly basis.~~

9.06 Rejecting Defective Work

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

9.07 Shop Drawings, Change Orders and Payments

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 Determinations for Unit Price Work

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

9.09 Decisions on Requirements of Contract Documents and Acceptability of Work

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a

condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

9.10 Limitations on ENGINEER's Authority and Responsibilities

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only

be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants.

F. The duties, responsibilities, and limitations of authority of the Resident Project Representative are as further defined in the Supplementary Conditions and Exhibit A, which is attached thereto and incorporated therein by reference.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 Authorized Changes in the Work

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). A change in the Contract Price or the Contract Times shall be accomplished only by a Written Amendment, a Change Order, or a Work Change Directive. Accordingly, no course of conduct or dealings between the parties, no express or implied acceptance of alterations or additions to the Work, and no claim that the OWNER has been unjustly enriched by any alterations or additions to the Work shall be the basis of any claim for an increase in any amount due under the Contract Documents or a change in any time period provided for in the Contract Documents.

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 Unauthorized Changes in the Work

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

10.03 Execution of Change Orders

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05, provided that, in lieu of executing any such Change Order, an appeal may be taken from any such deci-

sion in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18. A. Agreements on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including but not limited to all direct and indirect costs associated with such change and any and all adjustments to the Contract Price and the Contract Times. In the event a Change Order increases the Contract Price, the CONTRACTOR shall include the Work covered by such Change Order in applications for payments as if such Work were originally part of the Contract Documents.

10.04 Notification to Surety

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

10.05 Claims and Disputes

A. Notice: Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim,

65

dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. ENGINEER's Decision: ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

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

11.01 Cost of the Work

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

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the

cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER in writing.

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

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for

services specifically related to the Work, but only to the extent authorized and approved in writing by ENGINEER.

5. Supplemental costs including the following:

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

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

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

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be

67

68

liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06-D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

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

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

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

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, limekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

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

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

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. **CONTRACTOR's Fee:** When all the Work is performed on the basis of cost plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. **Documentation:** Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 Cash Allowances

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

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

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05-f:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

69

70

The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

(1) if the total cost of a particular item of Unit Price Work amounts to ten (10) percent or more of the Contract Price and the variation in the quantity twenty-five (25) percent from the estimated quantity of such item indicated in the Agreement; and

(2) if there is no corresponding adjustment with respect to any other item of Work; and

(3) if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, or if OWNER believes that the quantity variation entitles OWNER to an adjustment in the unit price, either OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

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

12.01 Change of Contract Price

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work—(determined as provided in paragraph 11.01.A.4)—plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

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

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at

whatever tier, will be paid a fee of 16 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 Change of Contract Times

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12. No claims for an adjustment in the Contract Times (or Milestones) will be valid unless submitted and determined in

accordance with the provisions of this Article 12.

C. All time limits stated in the Contract Documents are of the essence of the Agreement. The CONTRACTOR acknowledges and understands that failure by the CONTRACTOR will cause significant damage to the OWNER both in direct damages as well as delay damages, including but not limited to the damages specified in the Agreement as actual damages and as liquidated damages.

12.03 Delays Beyond CONTRACTOR's Control

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 Delays Within CONTRACTOR's Control

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 Delays Beyond OWNER's and CONTRACTOR's Control

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and

71

72

CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 Delay Damages

~~A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:~~

~~1. delays caused by or within the control of CONTRACTOR; or~~

~~2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.~~

~~A. Apart from extension of time for unavoidable delays and the waiving of any applicable liquidated damages, in no event shall OWNER or ENGINEER be liable to the CONTRACTOR, any Subcontractor, and Supplier, or any other person or organization, or any surety for or any employee or agent of any of them, and no payment or allowance of any kind shall be made to the CONTRACTOR as compensation for damages because of hindrance or delay for any cause in the progress of Work, whether such delay be avoidable or unavoidable. Time limitations required by OWNER shall be for the benefit of OWNER and contractors under other contracts who have entered into such contracts with OWNER in reliance on the time limitations set forth in these Contract Documents. Any claim by CONTRACTOR for damages due to delay by another contractor shall be asserted against that contractor. CONTRACTOR shall accept the risk of any delays caused by the rate of progress of the Work to be performed under the Contract or other contract.~~

~~B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.~~

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

13.01 Notice of Defects

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

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

13.03 Tests and Inspections

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover

the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 Uncovering Work

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction, unless CONTRACTOR fails to provide written notice as required by paragraph 13.03.F. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

73

13.05 OWNER May Stop the Work

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

13.06 Correction or Removal of Defective Work

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 Correction Period

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly,

without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service for the benefit of OWNER before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 Acceptance of Defective Work

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

13.09 OWNER May Correct Defective Work

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER'S Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

74

75

76

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

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

14.02 Progress Payments

A. Applications for Payments

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filed out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account

of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

4. CONTRACTOR shall also comply with the following specific requirements:

a. The aggregate cost of materials stored offsite shall not at any time, without written approval of the OWNER, exceed the amount identified in the Supplementary Conditions.

b. Title to such materials shall be vested in the OWNER, as evidenced by documentation satisfactory in form and substance to the OWNER, including, without limitation, recorded financing statements, UCC filings, and UCC searches.

c. With each application for payment, the CONTRACTOR shall submit to the OWNER a written list identifying each location where materials are stored off the Project Site and the value of materials at each location. The CONTRACTOR shall procure insurance satisfactory to the OWNER for materials stored off the Project Site in an amount not less than the total value thereof.

d. The consent of any Surety shall be obtained to the extent required prior to payment for any materials stored off the Project Site.

77

the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

e. ENGINEER has knowledge that CONTRACTOR has failed to pay Subcontractors or Suppliers or for labor;

f. CONTRACTOR has failed to make submittals in accordance with the accepted schedules or otherwise failed to comply with paragraph 2.07;

g. CONTRACTOR owes or may owe OWNER liquidated damages, actual damages, or both, in

accordance with the provisions in the Agreement regarding delay in completion of the Work within the Contract Times.

C. Payment Becomes Due

1. Ten Thirty days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. Reduction in Payment

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.g and 14.02.B.5.g, through 14.02.B.5.g, or paragraph 15.02.A.

e. Punch lists generated during a construction project shall include the cost estimates for the particular items of work the design professional has developed based on the mobilization, labor, materials and equipment costs of correcting each punch list item. The

79

e. Representatives of the OWNER shall have the right to make inspections of the storage areas at any time.

f. Such materials shall be (1) protected from diversion, destruction, theft and damage to the satisfaction of the OWNER; (2) specifically marked for use on the Project; and (3) segregated from other materials at the storage facility.

B. Review of Applications

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the

Owner shall withhold from payment the value of the punch list as per I.S.A.R.S. 38.2248 B.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 CONTRACTOR's Warranty of Title

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

14.04 Substantial Completion

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in

Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation; and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of

78

writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and

80

ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefore. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment, along with cost estimates as required by law. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefore. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items, including cost estimates, to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and

guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

C. Upon issuance of the definitive certificate of Substantial Completion, OWNER, through its governing authority, shall adopt a resolution accepting the work as substantially complete, which CONTRACTOR shall file with the Clerk of Court and Ex-Officio Recorder of Mortgages. CONTRACTOR may also apply at the appropriate time for payment of retainage following the procedure for progress payments. In accordance with the Public Contract Law, OWNER shall withhold from any payment made, an amount equal to the value established by the ENGINEER of the cost of the incomplete items contained on the punch list of items to be completed or corrected that was prepared by the ENGINEER in accordance with paragraph 14.07 A, and an amount to cover the cost of any known claims of materialmen, laborers, suppliers or subcontractors, and any other amounts which OWNER is permitted to deduct by law or pursuant to any provisions of the Contract Documents.

14.05 Partial Utilization

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

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

3. OWNER may at any time request CONTRACTOR in writing to permit OWNER to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to ENGINEER and within a reasonable time thereafter OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and ENGINEER that such part of the Work is not ready for separate operation by OWNER, ENGINEER will finalize the list of items to be completed or corrected and will deliver such lists to OWNER and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed ENGINEER). During such operation and prior to Substantial Completion of such part of the Work, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

14.06 Final Inspection

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and

81

CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 Final Payment

A. Application for Payment

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 5.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payroll, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER'S property

might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. Review of Application and Acceptance

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days After the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR in accordance with the Louisiana Public Contract Statute.

2. Following acceptance of the Work by OWNER, CONTRACTOR shall file the

acceptance with the Clerk of Court and Ex-Officio Recorder of Mortgages.

3. Release and payment of retainage or balance due, will become due and will be paid by OWNER to CONTRACTOR thirty days after receipt of Application for Retainage Payment (which must include a clear lien and privilege certificate secured from the Clerk of Court and Ex-Officio Recorder of Mortgages dated no less than forty-five (45) days after the filing of the acceptance and other documentation as required by the Contract Documents), and recommendation of payment by ENGINEER.

14.08 Final Completion Delayed

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims. The completion of the various items may not be a requirement for Substantial Completion.

14.09 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

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

15.02 OWNER May Terminate for Cause

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

82

83

84

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required

to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 OWNER May Terminate For Convenience

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 CONTRACTOR May Stop Work or Terminate

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 - Methods and Procedures

~~A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to~~

~~the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.~~

ARTICLE 17 - MISCELLANEOUS

17.01 Giving Notice

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

17.02 Computation of Times

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

17.03 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto ~~and in particular but without limitation, the warranties, guarantees, and obligations imposed upon CONTRACTOR hereunder and all of the rights and remedies available to OWNER and ENGINEER thereunder~~ are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if

85

repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 Survival of Obligations

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

~~B. Nothing herein in the Agreement, or any of the other Contract Documents shall be construed as a waiver, modification, or alteration of the CONTRACTOR's or its surety's obligations under La. R.S. 38:2189. Nothing in this paragraph or any other provision in the General Conditions or other Contract Documents concerning any specific time periods shall establish a period of limitation with respect to any other obligation which CONTRACTOR has under the Contract Documents. The establishment of time periods relates only to the specific obligations of CONTRACTOR to correct the Work, and has no relationship to the time within which CONTRACTOR's obligations under the Contract Documents may be sought to be enforced, nor to the time within which the proceedings may be commenced to establish CONTRACTOR's liability with respect to CONTRACTOR's obligations other than specifically to correct the Work.~~

17.05 Controlling Law

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

87

86

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC No. 1910-B) (1996 Edition) as edited for Jefferson Parish (9/97) and other provisions of the Contract Documents as indicated below. All Provisions of the Standard General Conditions which have not been amended or supplemented as indicated by strikeout or underlining in the text of the Standard General Conditions or which are not so amended or supplemented herein remain in full force and effect:

SC-1. Definitions

The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract (EJCDC No. 1910-B) (1996 Edition) as edited for Jefferson Parish (9/97) have the meanings assigned to them in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below which are applicable to both the singular and plural thereof. Articles, Paragraphs, Subparagraphs or clauses modified have the same numerical designation as those occurring in the General Conditions.

SC-4.01.

The CONTRACTOR is advised that access to any or all of the following portions of the Project may be delayed by as much as six months from the date on which the Contract Times will commence to run. The areas are:

JOB SPECIFIC
(include specific location
identifications)

The CONTRACTOR must adjust his schedule of operations accordingly. No additional monetary compensation will be granted to the CONTRACTOR resulting from this delay. The Contract Times will be adjusted accordingly, as provided in Article 12 of the General Conditions.

SC-4.02.

Add the following new paragraphs after paragraph 4.02.B and before paragraph 4.02.F:

C. In the preparation of the Drawings and Specifications, ENGINEER or ENGINEER'S Consultants relied upon the following reports of explorations and tests of subsurface conditions at the Site:

Report dated _____, 20 ____ prepared by _____ (name)
_____, (city/state), entitled: _____ (title of report) consisting of _____ pages. The technical data contained in such report upon which CONTRACTOR may rely is _____.

Report dated _____, 20 ____ prepared by _____ (name)
_____, (city/state), entitled: _____ (title of report) consisting of _____ pages. The technical data contained in such report upon which CONTRACTOR may rely is _____.

88

D. In preparation of the Drawings and Specifications, ENGINEER or ENGINEER'S consultant relied upon the following drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the Site:

Drawings dated _____, 20____, prepared by _____ (name) _____ (city/state) _____, entitled: _____ (title of drawings) _____, consisting of _____ sheets, numbered _____ to _____, inclusive. All of the information in such drawings constitutes technical data appearing on drawing No. _____ and appearing on Drawing No. _____.

E. Copies of reports and drawings itemized in SC-4.02.C and D that are not included with Bidding Documents may be examined at _____ during regular business hours. These reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which CONTRACTOR is entitled to rely as identified and established above are incorporated therein by reference. CONTRACTOR is not entitled to rely upon other information and data utilized by ENGINEER and ENGINEER'S Consultants in the preparation of Drawings and Specifications.

SC-5.0.4.

In accordance with the provisions of 5.04(C)(5) and 5.04(C)(6)(c) the following modifications or waivers of the coverage requirements of 5.04 are authorized pursuant to those provisions.

SC-14.02.A.4.

Pursuant to the reference in paragraph 14.02.A.4.a of the Standard General Conditions, the aggregate cost of materials stored offsite shall not at any time exceed \$ _____, without the written approval of the OWNER.

SC-18. Non-Work Days

Non-work days shall be defined as days in which the CONTRACTOR worked less than four (4) hours due to inclement weather conditions.

SC-19. Time Extensions for Weather Conditions

The CONTRACTOR acknowledges and agrees that weather conditions shall not be an automatic cause for time extension. The Contract Times specified in the Bidding Documents and Contract Documents include an allowance as stated in those documents for inclement weather. In order to document and claim days lost to inclement weather conditions, the CONTRACTOR shall, on a semi-monthly basis, submit a report to the ENGINEER, stating the time lost to inclement weather, within seven (7) days of the end of the report period. The ENGINEER will review the report for submission to the OWNER within seven days of receipt of the report and make recommendations for either acceptance or rejection of each claimed time period lost to inclement weather. The OWNER will then instruct the ENGINEER to approve or reject the report. There shall be no additional compensation due the CONTRACTOR for inclement weather days allowed hereunder.

The report for lost days due to inclement weather shall account for all days during the reporting period, including weekends and holidays. Claims for lost days on either weekends or holidays will not be considered unless the CONTRACTOR can show that the inclement weather affected work production on the following workday. The reporting periods shall be from the first day of

89

B. General Public

The convenience of the general public and of residents along the Work shall be provided for in a reasonable adequate and satisfactory manner. Where existing roads are not available for use as detours, unless otherwise provided, all traffic shall be permitted to pass through the Work. In such cases the vehicles of the traveling public shall have precedence over CONTRACTOR's vehicles to the end that the traveling public's vehicles shall not be unduly delayed for the convenience of the CONTRACTOR. In order that all unnecessary delay to the traveling public may be avoided, where ordered by the ENGINEER, the CONTRACTOR shall provide and station competent flagmen whose sole duties shall consist of directing and controlling the movement of public traffic either through or around the Work.

C. Temporary Roads, Driveways, etc.

The CONTRACTOR shall provide and maintain, in a manner approved and deemed practicable by the ENGINEER, such temporary roads as may be necessary to provide convenient access to driveways, houses, buildings, or other property abutting the work. Where temporary bridges are necessary for traffic and pedestrians, these bridges shall be constructed at the expense of the CONTRACTOR as directed by the ENGINEER.

D. Arranging the Work

The CONTRACTOR shall arrange his work so that no undue or prolonged blocking of business establishments will occur.

E. Storage of Materials

Materials and equipment stored on the right of way or Project Site shall be so placed and the Work at all times shall be so conducted as to insure minimum danger and obstruction to the traveling public.

F. Control During Work

During grading operations where traffic is being permitted to pass through construction, the CONTRACTOR shall provide a smooth, even surface that will provide a satisfactory passageway for use of traffic. The roadbed shall be sprinkled with water if necessary to prevent a dust nuisance, provided the dust nuisance is a result of the Work.

G. Fire Protection

Fire hydrants shall be accessible at all times to the Fire Department. No material or other obstructions shall be placed closer to a fire hydrant than permitted by ordinances, rules, or regulations or within fifteen (15) feet of a fire hydrant, in the absence of such ordinances, rules, or regulations.

SC-22 STRUCTURES AT RAILROAD CROSSINGS

A. Notification

No Work of any character shall be commenced on railroad right of way until the Railroad Company has issued a permit to the OWNER and has been duly notified by the CONTRACTOR in writing (with a copy forwarded to the ENGINEER) of the date he proposes to begin work, and

91

the month through and including the last day of the month. Lost time accounting shall be in one-half day increments.

Lost time shall be considered only if the weather occurrence is in excess of the normal weather patterns as established by the nearest office of the National Weather Service, U.S. Department of Commerce. When the Contract utilizes critical path method scheduling (C.P.M.), the ENGINEER will determine if the days lost due to weather conditions actually affected the critical path activities. If weather conditions did not affect the progress of the critical path activities, no time extension will be granted.

SC-20 REMOVAL AND DISPOSAL OF STRUCTURES AND OBSTRUCTIONS

A. General

The CONTRACTOR shall remove any existing structure or part of structure, fence, building, or other encumbrances or obstructions that interfere in any way with the new construction. Compensation for the removal of any structure not listed as a pay item in the Proposal and with a Contract Bid Price shall be included in the Contract unit prices bid for the pay items of the Work.

B. Privately and Publicly Owned Materials

If called for in the Special Conditions, all privately and publicly owned materials in structures removed shall be salvaged without damage and shall be piled neatly and in an acceptable manner upon the premises if it belongs to an abutting property owner, otherwise at accessible points along the improvements. Material in structures which is property of the OWNER or property of any public body, private body, or individual which is fit for use elsewhere, shall remain property of the original owner. It shall be carefully removed without damage, in sections, which may be readily transported, and shall be piled neatly in an accessible point by the CONTRACTOR. When materials of OWNER, State, Municipality, or Parish are stored on or beyond the right of way, the CONTRACTOR will be held responsible for their care and preservation for a period of ten (10) days following the day the last or final portion of the materials stored at a particular location are placed thereon. When privately owned materials are stored beyond the right of way, the CONTRACTOR will be held responsible for their care and preservation for a period of ten (10) days (computed as set forth above); provided, however, that as of the day the ten (10) days responsibility period for care and preservation of the materials begins, the CONTRACTOR must furnish the ENGINEER with evidence satisfactory to the latter that the proper owner of the materials has been duly notified by the CONTRACTOR that the said owner must assume responsibility for his materials on the date following the CONTRACTOR's ten (10) day responsibility.

SC-21 PUBLIC CONVENIENCE AND SAFETY

A. Care of Traffic

No road shall be closed by the CONTRACTOR to the public except by written permission of the Engineer and/or Architect, and except while so closed, the CONTRACTOR shall maintain traffic over, through, or around the work included in his Contract, with the maximum practical convenience, for the full twenty-four hours of each day of the Contract, whether or not work has ceased temporarily. The CONTRACTOR shall notify the ENGINEER at the earliest possible date after the Contract has been executed, and in any case before the starting of any construction that might in any way inconvenience or endanger traffic, so that the necessary arrangements may be determined.

90

until an authorized representative of the Railroad Company is present, unless the Railroad Company waives such requirement.

B. Inspection by Railroad Company

All Work performed by the CONTRACTOR within the right of way limits of the railroad shall be subject to the inspection and approval of the chief engineer of the Railroad Company, or his authorized representative and any precautions considered necessary by said chief engineer to safeguard the property, equipment, employees, and passengers of the Railroad Company shall be taken by the CONTRACTOR without extra compensation.

C. Cooperation with Railroad Company

The CONTRACTOR shall, without extra compensation, take such precautions and erect and maintain such tolltale or warning devices as the Railroad Company considers necessary to safeguard the operation of its trains. The temporary vertical and horizontal clearances specified by the chief engineer of the Railroad Company in approving these shall be maintained at all times. No steel, brick, pipe, or any other loose material shall be left on the ground in the immediate vicinity of the railway tracks.

D. Insurance

Before any Work is done within Railroad right of way, the CONTRACTOR shall provide and pay all costs of any special insurance requirements of the Railroad.

92

SC-23 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

A. CONTRACTOR's Responsibility

The CONTRACTOR shall not enter upon private property for any purpose without first obtaining permission from the owners and lessees. The CONTRACTOR shall use every precaution necessary for the preservation of all public and private property, monuments, highway signs, telephone lines, other utilities, etc., along and adjacent to the Work; shall use every precaution necessary to prevent damage to pipes, conduits, and other underground structures; and shall protect carefully from disturbance or damage all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed. The street and highway signs and markers that are to be affected by the Work shall be carefully removed when the Work begins and stored in a manner to keep them clean and dry. The CONTRACTOR must obtain all necessary information in regard to existing utilities, and shall give notice in writing to the owners or the proper authorities in charge of streets, gas, water, pipes, electric, sewers, and other underground structures, including conduits, railways, poles and pole lines, manholes, catch basins, fixtures, appurtenances, and all other property that may be affected by the CONTRACTOR's operations, at least forty-eight (48) hours before his operations will affect such property. The CONTRACTOR shall not hinder or interfere with any person in the protection of such work or with the operation of utilities, at any time. When property or the operation of railways, telephone lines, telegraph lines, or other public utilities are endangered, the CONTRACTOR shall, at his own expense, maintain flagmen or watchmen and any other necessary precautions to avoid interruption of service or damage to life or property, and he shall promptly repair, restore, or make good any injury or damage caused by his negligent operations in an acceptable manner. The CONTRACTOR must also obtain all necessary information in regard to the installation of new cables, conduits, and transformers, and make proper provision and give proper notifications, so that these can be installed at the proper time without delay to the CONTRACTOR or unnecessary inconvenience to the OWNER.

B. Undercutting Buildings

Where provided in Special Conditions, when the work involves the undercutting of any buildings along the Work, the CONTRACTOR must give property owners and lessees due and sufficient notice of the undercutting and the CONTRACTOR shall adequately support such buildings. The CONTRACTOR and his Surety shall hold the OWNER and their representatives harmless from any damages resulting from undercutting any such buildings.

C. Trees, Shrubs, Plants, or Grass

The CONTRACTOR shall not remove, injure, cut, or destroy trees, shrubs, plants, or grass that are to remain in the streets or those which are privately owned, without proper authority. Unless otherwise provided in the Special Provisions or the Proposal, the CONTRACTOR shall replace and replant all plants, shrubs, and grass and restore the grounds back to its original good condition to the satisfaction of the OWNER and property owner. The CONTRACTOR shall assume the responsibility of replanting and guarantees that plants, shrubs, and grass will be watered, fertilized, and cultivated until they are in a growing condition. No direct payment will be made for removing and replanting of trees, shrubs, plants, or grass unless such items are set forth in the Proposal.

D. Reparation

or resulting from the award or making of this Contract or to solicit or secure this Contract, other than the payment of their normal compensation to persons regularly employed by the CONTRACTOR whose services in connection with this Contract were in the regular course of their duties for CONTRACTOR. For breach or violation of this warranty, the OWNER shall have the right to annul this Contract without liability.

SC-26 ARBITRATION

It is agreed and understood that the OWNER does not submit to arbitration and any provision(s) to the contrary shall be null and void.

SC-27 HISTORICAL OR ARCHAEOLOGICAL DEPOSITS

If, during the course of construction, evidence of deposits of historical or archaeological interest is found, CONTRACTOR shall cease operations affecting the find and shall notify OWNER, who shall notify the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until CONTRACTOR has been notified by OWNER that he may proceed. OWNER will issue a notice to proceed only after the state official has surveyed the find and made a determination to the OWNER. Compensation to CONTRACTOR, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or Change Order provisions of the Contract Documents.

SC-28 ADDITIONAL LIQUIDATED DAMAGES

In accordance with ARTICLE VII of the Agreement, the following amounts shall be due the OWNER pursuant to determinations made under ARTICLES VI and VII for each of the following items:

- (1) Extended architectural and/or engineering fees \$ _____;
- (2) Extended Resident Project Representative fees \$ _____;
- (3) Extended construction management fees \$ _____;
- (4) Extended OWNER'S overhead and personnel expenses \$ _____; and
- (5) Owner's other costs directly related to the delay in completion beyond the Contract Times.

SC-29 REMOVAL/RELOCATION OF TREES ON PUBLIC PROPERTY

The Director of the Jefferson Parish Parkways Department shall be contacted and advised of trees that are on public property prior to the removal/relocation of such trees by the Contractor. Furthermore, the Department of Parkways shall be given a reasonable period of time to respond and when necessary remove the trees.

SC-30 ROAD CLOSURE

In the event that it becomes necessary to close any roadway or partially close any major road due to scheduled construction work being performed by contractor the public must be notified and made aware of the closure in a timely manner.

In order to utilize both the print and electronic media to disseminate this information to the public, the Jefferson Parish Public Information Office must receive pertinent information from the contractors concerning the closure.

When or where any direct damage or injury is done to public or private property by or on account of any negligent act, omission, neglect, or otherwise of the CONTRACTOR, he shall make good such damage or injury in an acceptable manner. In case of failure on the part of the Contractor to restore such property or make good such damage, the Owner may upon forty-eight (48) hours notice proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due under the Contract. The Contractor shall indemnify and save harmless the Owner, or the Design Professional acting in behalf of the Owner, from all suits and actions that may be brought against it by reason of any injury, or alleged injury, to the person or property of another resulting from negligence or carelessness in the execution of the Work, or on account of any negligent act or omission, or from improper methods or means of construction on the part of the Contractor, his representatives, or employees. The Contractor shall have the sole responsibility of determining the best and proper method or means of construction and the Owner, or the Design Professional acting on behalf of the Owner, shall not be held responsible for determining or suggesting a method or means of construction, except as expressly indicated in the Contract Documents

SC-24 BARRICADES, DANGER, WARNING, AND DETOUR SIGNS

A. General

The CONTRACTOR shall, without extra compensation, provide, erect, paint, and maintain all necessary barricades. Also without extra compensation, the CONTRACTOR shall provide suitable and sufficient lights, torches, reflectors, or other danger signals and signs, provide a sufficient number of watchmen and flagmen, and take all necessary precautions for the protection of the Work and safety of the public.

B. Warning Signs, Painting, Illumination

The CONTRACTOR shall erect warning signs beyond the limits of the Project, sufficiently in advance of any place on the Project where operations interfere with the use of the road by traffic, including all intermediate points where the new Work crosses or coincides with the existing road. Barricades shall be kept well painted and suitable warning signs shall be placed thereon. All barricades and obstructions shall be illuminated at night and all lights or devices for this purpose shall be kept burning from sunset to sunrise.

C. Hazards and Compensation

Whenever traffic is maintained through or over any part of the project, the CONTRACTOR shall clearly mark all traffic hazards. No direct payment will be made for barricades, signs, and illumination therefor, or for watchmen or flagmen.

SC-25 AFFIDAVIT ATTESTING THAT PUBLIC CONTRACT NOT SECURED THROUGH EMPLOYMENT OR PAYMENT OF SOLICITOR (LSA R.S. 38:2224)

The CONTRACTOR warrants that (1) he has not employed or retained any person, corporation, firm, association, company or other organization, either directly or indirectly, to secure this Contract, other than persons regularly employed by the CONTRACTOR and whose services were in the regular course of their duties for the CONTRACTOR and (2) that no part of the Contract Price received by CONTRACTOR was paid or will be paid to any person, corporation, firm, association, company or other organization, either directly or indirectly any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon

Notice of a road closure or partial road closure of a major road must be sent to Jefferson Parish in care of its Public Information Officer, 1221 Elmwood Park Blvd., Suite 1002, Jefferson, Louisiana 70123.

THAT NOTIFICATION MUST CONTAIN THE FOLLOWING INFORMATION AND MUST BE RECEIVED BY THE PUBLIC INFORMATION OFFICE AT LEAST 10 DAYS PRIOR TO THE SCHEDULED CLOSURE:

- a.) Name of the contractor, engineer, etc., involved in the work/project who is responsible for the action.
- b.) A brief description of the project (Example: "...drain line installation," "...to remove and replace concrete slabs," etc.)
- c.) The date and time the action will take place and when re-opening is scheduled. (Example: "...will be closed from 8 a.m. on Friday, July 23, 1999 to 8 p.m. on Monday, July 26, 1999.")
- d.) The exact location of action. (Example: "...closed on David Drive from W. Napoleon Avenue to Veterans Memorial Boulevard," or "...the 900 block of David Drive")
- e.) Define the action that will be taken. (Example: eastbound, westbound, inside or outside lanes or both, etc.)
- f.) If the roadway will be closed completely to traffic and a detour will be in effect, a map illustrating the detour route must accompany the information.
- g.) Contact person for additional information.

EXHIBIT A

**Duties, Responsibilities and Limitations of
Authority of Resident Project Representative**

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

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

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

A. General

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

B. Duties and Responsibilities of RPR

1. **Schedules:** Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. **Conferences and Meetings:** Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. **Liaison:**
 - a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of Contract Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
 - b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

97

observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

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

9. Reports:

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

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

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

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

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

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

12. Completion:

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

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

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

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

C. Limitations on Authority of RPR

Resident Project Representative:

99

4. Shop Drawings and Samples:

a. Record date of receipt of Shop Drawings and Samples.

b. Receive Samples, which are furnished at the Site by CONTRACTOR, and notify ENGINEER of availability of Samples for examination.

c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by ENGINEER.

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

a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to ENGINEER whenever RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

c. Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof, and observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.

d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

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

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

8. Records:

a. Maintain at the job Site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including all Work Change Directives, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to CONTRACTOR and other Project related documents.

b. Prepare a daily report or keep a diary or log book, recording CONTRACTOR's hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job Site visitors, daily activities, decisions,

98

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

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

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

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

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

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

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

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

100

AGREEMENT

THIS AGREEMENT, made the _____ day of _____, 20____, by and between the Jefferson Parish Council, Jefferson Parish, Louisiana, referred to in these Contract Documents as "OWNER" acting, as the context requires, either on its own behalf or as the governing authority of the political subdivision which has the legal authority and responsibility for this agreement and for whom the Work is being performed, and acting through its Council Chairman and his authorized agents, duly authorized to act by virtue of Resolution No. _____, and (CONTRACTOR'S legal name) referred to in these Contract Documents as "CONTRACTOR" (the "Agreement");

WITNESSETH THAT:

WHEREAS, in accordance with law, OWNER has caused the Contract Documents to be prepared and an Invitation to Bid to be published for and in connection with the Project No. _____, Proposal No. _____;

WHEREAS, CONTRACTOR, in response to the Invitation to Bid, has submitted to OWNER, in the manner and at the time specified, a sealed bid in accordance with the Instructions to Bidders; and

WHEREAS, OWNER, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined CONTRACTOR to be entitled to the award for the Work in accordance with the law and has duly awarded to CONTRACTOR a contract therefor, for the sum or sums named in CONTRACTOR'S bid.

NOW THEREFORE, in consideration of the compensation to be paid to CONTRACTOR and of the mutual agreements herein contained, the parties to these presents have agreed and hereby agree, OWNER, for itself and its successors, and CONTRACTOR for itself, and its successors and assigns, as follows:

ARTICLE I.

A. Owner, through The Chairman of the Jefferson Parish Council, _____, by virtue of Resolution No. _____, does hereby grant and confirm unto CONTRACTOR the Contract to perform the Work under Project No. _____, Proposal No. _____, in accordance with the CONTRACTOR'S written bid proposal dated _____, a copy of which is attached hereto and made a part hereof.

B. The CONTRACTOR shall perform all Work, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Contract and the furnishing of all materials and equipment required to be incorporated in and to form a permanent part of the Work; tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the Work; and Bond, insurance and submittals; all as indicated or specified in the Contract Documents to be performed or furnished by CONTRACTOR for the Work included in and covered by OWNER'S official award of this Contract to CONTRACTOR; such award being based on the acceptance by OWNER of CONTRACTOR'S bid.

ARTICLE II.

The Project has been designed by _____ who is hereinafter called ENGINEER and who is to act as OWNER'S representative, to assume all duties and responsibilities and to have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE III.

A. All notices, letters, and other communications directed to OWNER shall be delivered or addressed and mailed (along with three copies), postage prepaid to the ENGINEER at the address in the Invitation to Bid, with four additional copies addressed and mailed to:

[person or position]
1221 Elmwood Park Blvd., Suite
Harahan, Louisiana 70123

B. In addition, four copies of all correspondence directed to the ENGINEER shall be sent to the OWNER. The business address of CONTRACTOR given in this Agreement and CONTRACTOR'S office in the vicinity of the Work are both hereby designated as the places to which all notices, letters, and other communications to CONTRACTOR will be mailed or delivered. CONTRACTOR shall notify ENGINEER and OWNER of any change of address immediately.

ARTICLE IV.

That OWNER shall pay to CONTRACTOR for performance of the Work embraced in this Contract, in accordance with the Contract Documents, and CONTRACTOR shall accept as full compensation therefor, the sum (subject to adjustment as provided in the Contract Documents) of _____ Dollars (\$ _____) for all Work covered by and included in the Contract award and designated in the foregoing Article I; payment thereof to be made in current funds in the manner provided in the Contract Documents.

Notwithstanding anything to the contrary in the foregoing, CONTRACTOR acknowledges and agrees that, pursuant to the applicable Laws and Regulations, this Agreement is subject to an annual appropriation dependency requirement to the effect that the renewal and/or continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement. If the OWNER fails to appropriate sufficient monies to provide for payments under this Agreement, the Agreement shall terminate on the last day of the last fiscal year for which funds were appropriated. This ground for termination is in addition to any other grounds that are identified in the General Conditions or the Supplementary Conditions.

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in Paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03.B of the General Conditions.

ARTICLE V.

The Work will be substantially completed within _____ days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions ("Substantial Completion"), and completed and ready for final acceptance in accordance with Paragraph 14.07.B. of the General Conditions within _____ days after the date when

the Contract Times commence to run. This time allocation allows for _____ days of lost production due to inclement weather.

ARTICLE VI.

A. OWNER and CONTRACTOR recognize and agree that time is of the essence of this Agreement and that the Work must be completed in every respect appropriate within the applicable time limits set forth in the Contract Documents, commencing from the date specified in the Contract Documents. OWNER and CONTRACTOR further understand and agree that it is difficult at this time to estimate the damage which the delay in completion of the Work would cause the OWNER and that, accordingly, if the CONTRACTOR shall neglect, fail, or refuse to complete the Work in accordance with the Contract Times specified in the Contract Documents, or any extension thereof granted by the OWNER in accordance with the applicable provisions of the Contract Documents then, in addition to the other stipulated damages provided for in Article VII below, the CONTRACTOR agrees, as a part of the consideration for the award of this Contract, that OWNER shall be entitled to receive the amount or amounts per day set forth in paragraph B below from CONTRACTOR, not as a penalty but as stipulated ("liquidated") damages for delay for such breach of contract, such amounts being specifically herein agreed upon in advance as the measure of damages to the OWNER on account of such delay in the completion of the Work.

B. The CONTRACTOR shall owe OWNER liquidated damages in the amount of _____ dollars (\$ _____) for each and every calendar day after the time specified in Article V for Substantial Completion of the Work until the Work is determined to be substantially complete in accordance with the Contract Documents. After Substantial Completion, if the CONTRACTOR shall neglect, fail, or refuse to complete the Work within the time specified in Article V for final completion, or any proper extension thereof granted by the OWNER, CONTRACTOR shall owe OWNER liquidated damages in the amount of _____ dollars (\$ _____) for each day after the time specified in Article V for final completion until the Work is determined to be finally completed in every respect in accordance with the Contract Documents.

C. The number of calendar days in default shall be calculated exclusive of the day on which the applicable completion time was specified and shall include each and every other calendar day up to and including the day that the CONTRACTOR has been determined to satisfy its obligation for the applicable degree of completion under the Contract Documents.

D. CONTRACTOR further agrees that the expiration of the Contract Time shall, ipso facto, constitute a putting in default where CONTRACTOR has failed to complete the Work in accordance with the applicable Contract Times, and OWNER need not formally place the CONTRACTOR in default, the CONTRACTOR hereby expressly waiving any and all notices of default.

E. CONTRACTOR agrees and consents that the liquidated damages may be deducted from progress payments payable to CONTRACTOR pursuant to the Contract Documents and that CONTRACTOR shall accept the Contract Price, reduced by the aggregate amount of the liquidated damages so deducted, in full satisfaction of all Work executed under the Contract Documents.

ARTICLE VII.

In addition to and not in lieu of the liquidated damages provided above, OWNER shall also be entitled to recover from CONTRACTOR or CONTRACTOR'S Surety additional liquidated damages arising out of the breach of contract for delay in completion of the Work in accordance with the Contract Times for the same amount of time calculated pursuant to ARTICLE VI above. These additional liquidated damages, the amounts of each of which are applicable to the Contract having been set forth in the Supplementary Conditions, may include, but are not limited to:

- (1) Extended architectural and/or engineering fees \$ _____;
 - (2) Extended Resident Project Representative fees \$ _____;
 - (3) Extended construction management fees \$ _____;
 - (4) Extended OWNER'S overhead and personnel expenses \$ _____;
- and
- (5) Owner's other costs directly related to the delay in completion beyond the Contract Times.

CONTRACTOR agrees and consents that the additional liquidated damages may be deducted from progress payments payable to CONTRACTOR pursuant to the Contract Documents and that CONTRACTOR shall accept the Contract Price, reduced by the aggregate amount of the additional liquidated damages so deducted, in full satisfaction of all Work executed under the Contract Documents.

ARTICLE VIII.

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

OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, as provided below. All such payments will be measured by the schedule of values established pursuant to Paragraph 2.07 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

Upon receipt of the Final Application for Payment, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in Paragraph 14.07.C.3. of the General Conditions and any relevant Supplementary Conditions.

Pursuant to LSA-R.S. 38:2248, OWNER shall retain the following percentages of each progress payment until payment is due under the terms and conditions governing retainage payment:

CONTRACT AMOUNT	RETAINAGE
\$0 - \$499,999.99	10%
\$500,000 or greater	5%

ARTICLE IX.

The Contract Documents, which comprise the agreement between OWNER and CONTRACTOR, concerning the Work, consist of the documents listed in the Table of Contents, if any, and the documents identified below:

- 1. This Agreement (pages 1 to _____, inclusive).
2. Exhibits to this Agreement (pages _____ to _____, inclusive).
3. Performance, Payment, and other Bonds, consisting of _____ pages.
4. Notice to Proceed.
5. General Conditions (pages _____ to _____, inclusive).
6. Supplementary Conditions (pages _____ to _____, inclusive).
7. Specifications bearing the title _____ and consisting of _____ divisions and _____ pages.
8. Drawings consisting of a cover sheet and sheets numbered _____ through _____, inclusive with each sheet bearing the following general title:
9. Addenda numbers _____ to _____, inclusive
10. CONTRACTOR's Bid (pages _____ to _____, inclusive).
11. Documentation submitted by CONTRACTOR prior to Notice of Award: (pages _____ to _____, inclusive).
12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to Paragraph 3.04 of the General Conditions.

The documents listed above are attached to this Agreement (except as expressly noted otherwise above).

ARTICLE X.

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

- 1. CONTRACTOR has visited the Site, has familiarized himself with and is satisfied as to the nature and extent of the Contract Documents, Work, locality, and as to all general, local and Site conditions and federal, state, and local Laws, and Regulations, which may affect cost, progress, performance or furnishing of the Work.
2. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article IX) and the other related data identified in the Bidding Documents including "technical data."
3. CONTRACTOR has carefully studied all (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as

provided in Paragraph 4.02.A. of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.02.A. of the General Conditions. CONTRACTOR accepts the determination set forth in Paragraph SC-4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in Paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purpose. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, test, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

- 4. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
5. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey an understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE XI.

Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions unless otherwise defined herein or the context otherwise requires.

No assignment, sublet or transfer by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), nor without the consent of the surety unless the surety has waived its right to notice of assignment and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, legal representatives, sureties, or guarantors, if any, to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

This Agreement shall be deemed to be a contract made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The contractor hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The parties hereto agree that the sole and exclusive venue of any suit or proceeding brought pursuant to this contract shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written in the presence of the undersigned witnesses and each signatory warrants by its signature that it has the appropriate authority to sign this Agreement.

(CONTRACTOR)

By _____ (SEAL & ATTEST)

Title _____ Witness

Date _____

Address for giving notices _____ Witness

License No. _____

PARISH OF JEFFERSON
STATE OF LOUISIANA
JEFFERSON PARISH COUNCIL

(OWNER)

By _____ (SEAL & ATTEST)

Chairman, Jefferson Parish Council

Witness

Witness

SPECIAL PROVISIONS

SP.01 STANDARD SPECIFICATIONS

All work performed under this contract shall conform with the LOUISIANA STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES, 2006 EDITION, and latest revisions, except as modified in the Technical Specifications and the General and Supplementary Conditions of Jefferson Parish.

SP.02 INSURANCE AND BOND CONDITIONS

All insurance requirements shall be as per the requirements of Jefferson Parish General Conditions, Article 5 (Bonds and Insurance).

SP.03 LABOR PREFERENCE

To the extent that qualified mechanics and laborers are available, employment preference shall be given bona fide residents of Jefferson Parish.

SP.04 PREVAILING WAGES

The payment of Prevailing Wages is not required on this project.

SP.05 PRE-BID CONFERENCE

A pre-bid conference, date to be announced, may be called by Landscape Architect. Interested Contractors and Subcontractors are requested to attend.

SP.06 PRECONSTRUCTION CONFERENCE

Prior to the start of construction, the Landscape Architect shall schedule a preconstruction conference. The Contractor shall be represented at the conference by his Project Manager, Project Superintendent, and any other concerned personnel. Representatives from appropriate Departments of Jefferson Parish will be invited as well as representatives from any assigned testing laboratory and private utility companies, when necessary.

SP.07 WORK SCHEDULING AND PROGRESS CHARTS

The contractor shall, within five (5) days after receipt of Notice to Proceed, prepare and submit to the Landscape Architect for approval, a practical schedule showing the order in which the contractor proposes to carry on the work, the dates on which he will start, the phases of the work, and the contemplated dates for completion of the same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work schedule for completion at any time.

SP-1

SPECIAL PROVISIONS

SP.08 NOT USED

SP.09 COMMUNICATIONS

All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.

Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the agreement (or at such other office as the Contractor may from time to time designate in writing to the Owner) or if deposited in the United States mail in a sealed, postage prepared envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case address to such office.

All papers required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to Lafreniere Park attn: Barry McGuinness, 3000 Downs Blvd., Metairie, Louisiana 70003, and any notice to or demand upon the Owner shall be sufficiently given if so delivered, or if deposited in the United States mail, in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said parish at such address, or to such other representatives of the Parish or to such other address as the Owner may subsequently specify in writing to the Contractor for such purposes.

Any such notice shall be deemed to have been given as of the time of actual delivery or (in case of mailing when the same should have been received in due course of post; or in the case of telegrams, at the time of actual receipt, as the case may be).

The Landscape Architect (Linfield, Hunter & Junius, Inc.) and owner shall be copied on all correspondence.

SP.10 EQUAL OR APPROVED EQUAL

Where any item, or material is specified by proprietary name, the trade name, and/or name of manufacturer, with or without the addition of such expression as "or equal" or "or approved equal" it is to be understood that the item or material named or the equal thereof is intended, subject to the approval of the Landscape Architect as to the quality thereof, and it is distinctly understood that:

1. The Landscape Architect is to use his own judgement in determining, from time to time, whether or not any item or material proposed to be submitted is the equal of any item or material so specified, and
2. The decision of the Landscape Architect and Owner's concurrence on all such questions of equality shall be final.

SP-2

If, subsequent to award of the Contract, it becomes necessary or desirable because of the inability of the Contractor to obtain promptly any items of material as specified, or the equal thereof, the Landscape Architect, at his discretion and with the Owner's approval, may authorize use of substitute items or materials of the same, greater, or less cost than those specified.

In such cases as described above, the Contractor shall submit, in writing, his request for permission to make a substitution and shall furnish full information as to costs of the item or material specified and the item or material to be substituted therefore. Such information shall be in such form and detail as to permit the Landscape Architect to check, to his satisfaction, the cost involved. Upon approval of the substitution, when the cost thereof is greater or less, the Landscape Architect will authorize, in writing, the proper credits to be allowed the Owner or the proper additional payments to be made to the Contractor, representing the difference between the net cost to the Contractor of the substitute item or material and the price at which the lowest-priced item or material specified could be obtained.

SP.11 WORKING HOURS

Lafreniere Park is open daily from 5:00 am to 10:00 pm. No work shall take place before 7:00 a.m. or after 5:00 p.m. No work shall take place on Saturdays, Sundays, or legal holidays without written permission of the Lafreniere Park Manager. Emergency work may be done without prior permission during normal park hours of operation.

SP.12 CONSTRUCTION NOISE

The Contractor shall maintain and operate equipment in such manner as to minimize noise generation to the extent practicable. All engines used on the project shall be equipped with properly functioning mufflers.

SP.13 NOT USED

SP.14 CONSTRUCTION LAYOUT

The Contractor will be responsible for establishing all lines and grades and staking out all work on this project. The Contractor will be liable for the accuracy of the initial layout and all subsequent alignment and elevations and shall, at his own expense, rebuild, repair or make good any portion of the work found to be incorrectly positioned either horizontally or vertically at any time before final acceptance. The Contractor shall notify the Landscape Architect immediately of any apparent error in the plans.

The Contractor will be responsible for providing a marked-up set of prints showing as-built conditions. The Landscape Architect may, at his option, make either spot or complete checks on all construction to determine the correctness of the Contractor's work, however, these checks by the Landscape Architect will not relieve the Contractor of his responsibility for constructing the work in accordance with plans and specifications

SP-3

or approved revisions thereto. All measurements for determination of pay quantities will be plan dimension unless amended by field instruction.

SP.15 TRAFFIC MAINTENANCE, CONSTRUCTION SIGNING, TEMPORARY SIGNS AND BARRICADES AND PUBLIC SAFETY

As needed, the Contractor shall have a traffic control device plan prepared by a Louisiana Registered Professional Engineer with a minimum of five years experience in traffic engineering. This traffic control plan must be reviewed and approved by the Jefferson Parish Traffic Engineering Division prior to construction.

With reference to Section 713 of the Louisiana Standard Specifications for Roads and Bridges, 2006 Edition, or as amended herein, the Contractor will be required to provide all necessary signs and barricades in accordance with the Louisiana Manual on Uniform Traffic Control Devices, Construction Section as well as all signs, barricades, blinking lights or other necessary traffic control devices required by the Parish of Jefferson or other governing specifications.

Signs, barricades, temporary pavement markings, etc., and arrangements thereof are minimum requirements and shall not be construed as negating requirements for additional proper and special signs and barricades as may be required or any other safety precautions promulgated by the Contractor's insurers or relieving the Contractor of any of his responsibilities for the safety of the traveling public or any liability in connection therewith.

The Contractor shall be responsible for providing safe and expeditious movement of traffic through construction zones. A construction zone is defined as the immediate area of actual construction and all abutting areas which are used by the Contractor and which interfere with the driving or walking public. The Contractor shall be responsible for installation and maintenance of all devices and requirements in accordance with construction signing details for the duration of the construction period. Cuts in roadway lanes which must be left open overnight shall be backfilled with crushed stone (6" thick) and asphalt paving (2" thick) on top to carry vehicular traffic at no direct payment.

The Contractor shall check a minimum of twice daily (including once on Saturdays, Sundays and legal holidays), once in the morning and at the close of work in the evening, that all signs, barricades, channelizing devices, striping and lights are in place and functioning.

Additionally, the Contractor will provide sufficient notification to the Jefferson Parish Traffic Engineer of necessity to close any portion of the roadway carrying vehicles or pedestrians. The Contractor will request final approval of such closings from the Department of Public Works, Traffic Engineering Division, at least 10 days in advance, particularly as pertains to the movement of school buses, garbage trucks and similar service vehicles. With any such closings, adequate provision shall be made for the safe expeditious movement of each.

SP-4

The Contractor shall be responsible for removal, relocation, or replacement of any traffic control device in the construction area which exists as part of the normal pre-construction traffic scheme. Any such actions shall be performed by the Contractor with the approval, and in accordance with the specifications of, the Department of Public Works, Traffic Engineering Division, unless otherwise specified. Also, the Contractor should consult with the Traffic Engineer, immediately on any vehicular or pedestrian safety or efficiency problems incurred as a result of construction of the project.

The Contractor shall designate person(s) who can be contacted and shall be available on a seven day week, 24 hour basis through the entire period that the Contractor is in force. Name(s) and telephone number(s) of the individual(s) designated shall be furnished to the Owner and the Landscape Architect prior to starting work. The person contacted shall be able to respond to emergencies occurring along the length of the project during normal after work and holiday hours.

The outer of lanes of W. Esplanade Ave. must remain open to vehicular traffic throughout the construction period. All equipment must perform the work from within the limits of construction. See Section 3 of the Technical Specifications for additional requirements.

SP.16 DAILY REPORT

When barricades or signals are in place, the Contractor shall provide daily reports at the end of the working day to the Landscape Architect stating that all signs and barricades necessary for construction are in place and operable. State the time(s), and traffic flow direction, in which lanes were closed, and reopened.

SP.17 CONSTRUCTION NOTIFICATION

The Contractor shall contact the Police, Jefferson Parish Engineering Division, Fire Department, School Board, U.S. Postal Service, area hospitals, trash collection companies, and private utility companies at least 72 hours before commencing work and closing any street. The contractor shall request final approval of any street closing from the Jefferson Parish Department of Engineering and Traffic Engineering Division at least ~~ten (10) days in advance.~~

SP.18 JOB SITE SAFETY

In accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for conditions on the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. The duty of the Project Landscape Architect to observe the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures, in, on, or near the construction site.

SP-5

SP.19 CLEANING UP

The Contractor shall at all times keep all roadways being used by him or his sub-contractors for ingress and egress to the construction site free from accumulation of waste materials and other debris caused by his construction operation. There will be no direct payment for this operation. The job site shall be secured at all times as not to affect the health, safety and welfare of the surrounding public.

SP.20 UNDERGROUND AND OVERHEAD UTILITIES

Locations of existing underground and overhead utilities shown on plans are approximate. Prior to any type of excavation, Contractor shall contact all utility companies (private and public) for the purposes of establishing exact location of utilities in the field, at no cost to the Owner. The Contractor is solely responsible for project safety and coordinating his operations with all utility companies.

SP.21 COOPERATION BETWEEN CONTRACTORS

There shall be complete cooperation with any other Contractors of Jefferson Parish personnel in the area, and any unavoidable conflicts shall be immediately brought to the Landscape Architect's attention.

SP.22 NOT USED

SP.23 NOT USED

SP.24 NOT USED

SP.25 NOT USED

SP.26 NOT USED

SP.27 MEASUREMENT AND PAYMENT

Measurement and payment shall be as specified as shown on the plans and in the proposal. No direct payment will be made for any item of work normally required for the type of construction involved that is not a pay item on the Proposal Form. All measurements for payment shall be made by the Project Landscape Architect, or his authorized representative.

SP. 28 CORRECTIONS AFTER FINAL PAYMENT

Neither the final payment nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or faulty materials, equipment, or workmanship, and upon written notice he shall remove any defects due thereto and pay for any damage due to other work resulting therefrom which shall appear within one year

SP-6

after date of completion and acceptance. See Article 13.07 of General Conditions of Jefferson Parish.

SP.29 EXTENSION OF TIME

Apart from extensions of time for unavoidable delays; no payment or allowance of any kind shall be made to the contractor as compensation for damages because of hindrance or delay for any cause (utility relocations/adjustments by others, traffic related matters, etc.) in the progress of work, whether such delay be unavoidable or avoidable.

SP.30 INSURER'S CLAIMS PROCEDURES

Amend 5.04D of the General Conditions Part II by adding the following new subparagraph after paragraph D.5.

6) The insurers shall respond to all loss notices received from the Contractor or directly within 48 hours of receipt, shall use their best efforts to make a final adjustment of the loss notices within 90 days of receipt and shall process such loss notices promptly and expeditiously

SP.31 THIRD PARTY TORT CLAIMS PROCEDURES

A. With respect to any third party claims and complaints for personal injury or movable or immovable property damage (a "Claim") from residents or land owners adjacent to or in the vicinity of the Project (the "Resident"), the Contractor shall use its best efforts to settle the Claim and shall consult and negotiate with the other party in good faith and attempt to reach a just and equitable resolution satisfactory to both parties, recognizing their mutual interests. Contractor shall designate and maintain on site at all times a responsible employee, such as the job site superintendent, who shall be responsible for taking and documenting any Claim.

B. Any Claim shall be taken down in writing, either simultaneously with the report or immediately thereafter. The report of a Claim (a "loss notice") shall be submitted within one working day after the Claim is made to the Contractor and to the Contractor's insurance company or risk management office (collectively referred to as the "Adjuster") for prompt handling. A copy of each loss notice shall also be submitted simultaneously to the Parish, Director of Streets Department.

C. Contractor shall confirm with its Adjuster that the person who has made a Claim was contacted by the Adjuster within 48 hours of receipt of the loss notice.

D. Contractor shall make every effort to expedite the resolution of a Claim consistent with the requirements to investigate and document the alleged damages including, if necessary, the utilization of experts in a timely manner. The Contractor shall

SP-7

supervise the handling of all Claims and loss notices by its adjuster and use its best efforts to ensure that all Claims are resolved within ninety days by definitive action such as acceptance, denial, or offer of adjustment.

- E. Contractor shall ensure that the Parish, Director of Streets Department, receives a copy of any action by Adjuster on a Claim or in response to a loss notice at the same time such action is tendered to the claimant.
- F. In the event the Adjuster is unable to take action on a Claim within ninety days of the receipt of same by the Contractor, the Contractor shall provide the Parish with a written report of the status of such Claim and the reason(s) why a resolution has been delayed. Contractor shall provide to the Parish, Director of Streets Department, on a monthly basis a written update of the status of all Claims reported pursuant to this paragraph.
- G. For any Claims not resolved amicably, the procedures of SP.32 shall apply.

SP.32 MEDIATION

- A. If the Contractor and the Resident are unable to resolve a Claim within 90 days of receipt of the Claim by the Contractor, the Contractor shall use its best efforts to encourage and convince the Resident to agree to try in good faith to resolve the Claim by mediation before resorting to litigation or some other dispute resolution procedure. If the Claim is submitted to mediation, the Contractor shall participate in such mediation in good faith in a genuine effort to resolve the Claim without litigation.
- B. The costs of mediation, not including the Resident's legal fees, shall be for the account of the Contractor but nothing herein shall prevent the Contractor from agreeing to pay all or part of the Resident's legal fees if necessary or appropriate to reach a resolution of the Claim.
- C. Contractor agrees to make every effort on its part to bring a claim to mediation within (60) days after Resident rejects the adjuster's offer.

SP.33 INCLEMENT WEATHER DAYS

As specified elsewhere in these Special Provisions, a set number of inclement weather days have been specified for this Contract. If the number of actual inclement weather days, as defined in this Special Provision, exceeds the number of inclement weather days specified elsewhere in these Special Provisions, Contractor may make a claim for time equal to the number of inclement weather days in excess of the number specified.

For this Contract, an Inclement Weather Day shall be defined as any day on which on site construction operations were unable to proceed for at least four (4) continuous hours of the day or 65% of the regular working hours, whichever is greater. Should Contractor

SP-8

prepare to begin work on any given day in which inclement weather, or the conditions resulting from inclement weather, prevent work from beginning at the usual starting time, and the crew is dismissed as a result thereof, the day will be declared an Inclement Weather Day, whether or not conditions change during the day, resulting in the rest of the day becoming suitable for work.

SP.34 ACCESS TO DRIVEWAYS

During the construction of the project, the Contractor shall maintain access to commercial and residential driveways.

SP.35 CONSTRUCTION IN VICINITY OF EXISTING STRUCTURES, ROADWAYS, SIDEWALKS/DRIVEWAYS, LANDSCAPING, ETC...

The Contractor shall be fully responsible for maintaining the integrity of all existing structures (fences, poles, etc...), roadways, sidewalks/driveways, landscaping, etc... within the project limits, throughout the duration of the project. Any damage to these structures/facilities resulting from the Contractor's operation shall be repaired or replaced at Contractor's expense. All repairs and replacements shall be made to the satisfaction of the Landscape Architect and Owner. There shall be "No Direct Pay" for any work or materials required to maintain the integrity of these structures/facilities.

SP.36 DRAINAGE

Contractor shall not impede existing or new drainage during rainstorms or when a storm is imminent. Contractor shall provide temporary erosion control in accordance with the latest EPA requirements.

SP.37 DISPOSAL OF CONCRETE, ASPHALT AND UNCLASSIFIED EXCAVATION

All debris, concrete and asphalt pavements, walks, driveways, curbs and other demolition items removed from the project, as well as all unclassified excavation not otherwise used in the project, shall become the property of the Contractor, and shall be disposed of at no cost to the Owner. Written permission of the property owner on whose property the material is placed shall be required. Copies of the written agreement with the property owners shall be provided to the Engineer prior to commencement of disposal.

SP.38 UTILITY DISRUPTION

If the Contractor or any of his sub-contractors plans to disrupt utility service (i.e. sewer, water, electricity, gas, telephone, etc.) to perform any portion of his work, the Contractor shall adhere to the following requirements:

- a) All businesses and residences affected by the disruption of the utility must be given written notice a minimum of seventy-two (72) hours in advance. In addition, the Contractor shall make no less than three (3) attempts to personally

SP-9

contact an individual at each affected business or residence. The first attempt may be while delivering the written notification, and the last attempt should be the evening prior to the disruption. The Jefferson Parish Department of Engineering and the District Councilman shall be copied. The letter shall describe the type of disruption, the length of time the utility will be disconnected and the limits of the affected area.

- b) The Contractor shall not disconnect the utility until after 8:00 a.m. on the morning that the work is to be performed.
- c) The Contractor shall contact each business to determine if special arrangements (such as temporary water supply, port-o-lets, etc.) are necessary during the period of the utility disruption. The Contractor shall not disrupt service until all special arrangements are in place or the Contractor has received approval by the Parish to proceed.
- d) All service must be restored at the end of each day, unless previously approved by the Parish.
- e) There shall be "No Direct Payment" for any necessary work or materials needed to perform these requirements.

SP.39 EXISTING POWER POLES

Where excavation is required adjacent to existing power poles or other structures, the Contractor has the responsibility to maintain the integrity of the structure by bracing or other means subject to the approval of the Project Engineer and the utility owner (at no direct pay).

SP.40 ENTERGY TRANSMISSION AND DISTRIBUTION LINES

While constructing the project, the Contractor may be working near ENTERGY overhead power lines. Prior to beginning construction, the Contractor shall contact Ms. Mary Matthews, Entergy Louisiana, Distribution Engineering, P.O. Box 61000 L-VIR-685, New Orleans, Louisiana 70161-1000, Ph. (504) 365-3626 to coordinate all construction with ENTERGY, complete the necessary safety precautions, construct the work in accordance with OSHA, NEC and ENTERGY requirements, and ensure the safety of the site.

The Contractor shall maintain a safe distance from all energized power lines in accordance with OSHA, ENTERGY, and NEC requirements. Contractor shall be responsible for determining the maximum height and reach attainable by any part of any piece of equipment, and after coordinating with ENTERGY to determine the height and location of the power line, shall determine the safe clearance, which will not be violated. If the safe clearance will be violated, prior to beginning any operations in the area, the Contractor shall coordinate with ENTERGY to de-energize the line. If the line is to be

SP-10

de-energized, but is to remain in place, rather than being removed, the Contractor shall establish a coordination procedure with ENTERGY to ensure that the Contractor shall have sufficient notice to allow removal of all equipment which may violate the safe clearance from the area prior to the line being re-energized. These procedures shall also apply to any buried power line.

Contractor's full compliance with all procedures and requirements for the overhead and underground power lines noted in this special provision shall be maintained at all times. Refer to SP. 41 for method of payment regarding temporary relocations, disconnections, or de-energization.

SP.41 PRIVATE UTILITY RELOCATION

Contractor shall incur no expenses related to temporary or permanent relocations of private utilities in conflict with proposed construction.

SP.42 NOT USED

SP.43 PARTIAL USE OF SITE IMPROVEMENTS

The Owner, at his discretion, may give notice to the Contractor that certain sections of the improvements, which have been completed, inspected, and can be accepted, as complying with the Technical Specifications will be placed in use, provided that the following conditions are met:

1. In the Owner's opinion, each section is reasonably safe, fit, and convenient for use provided.
2. The use of such sections of the improvements shall in no way impede the completion of the remainder of the work by the Contractor.
3. The Contractor shall not be responsible for any damages or maintenance cost due directly to the use of such sections.
4. The use of such shall in no way relieve the Contractor of his liability due to having used defective materials or to poor workmanship.
5. The period of guarantee stipulated in the General Specifications and Conditions hereof, shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

SP.44 NOT USED

SP.45 GRASS CUTTING

The Contractor shall cut grassy areas in the public right-of-way within project limits as per directions from the Project Landscape Architect throughout the duration of the project. Grass and weeds shall be cut before they reach a height of 6 inches.

SP-11

If the Contractor is using any portion of Jefferson Parish right-of-way for any work, staging or storage during this project, he must keep the grass and weeds cut before they reach a height of 6 inches.

There shall be no direct pay for this work.

SP.46 NOT USED

SP.47 COPIES OF DRAWINGS FURNISHED

Article 2.02 of the JEFFERSON PARISH GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS AND AGREEMENT FOR BELOW GROUND PROJECTS OR ABOVE GROUND PUBLIC WORKS PROJECTS AS APPROVED BY THE DIRECTOR OF PUBLIC WORKS OR HIS DESIGNEE is amended as follows: "The Landscape Architect will furnish to the Contractor free of charge, not to exceed six (6) copies of Drawings and Specifications". With this exception the paragraph shall remain unchanged.

SP.48 INSPECTION, SAFETY

Landscape Architect 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. Landscape Architect will not be responsible for the acts or omissions of Contractor, or any Subcontractors, or any of their agents or employees, or any other persons at the site or otherwise performing any of the work.

The Landscape Architect, under this Contract, is performing services solely for the Owner, and no benefit is conferred upon any other party and no claim against the Landscape Architect shall accrue to any party other than the Owner as a result of the performance or nonperformance of the professional services; all parties to this Contract, including surety, agree that subrogation of the Owner's rights does not give any other party, including surety, a right to claim against the Landscape Architect.

In accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for conditions on the job site, including safety of all workmen and other persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. The duty of the Landscape Architect (and all of his employees) is to observe the Contractor's construction performance in compliance with the design drawings and technical specifications and is not intended to include any review of the adequacy of the Contractor's safety measures on or off the construction site.

The duty of the Project Landscape Architect to observe the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures, in, on, or near the construction site.

SP-12

SP.56 PROJECT SITE VISITS

The bidder should visit the site of the proposed work in order that he may understand the facilities, difficulties and restrictions attending the execution of the contract. He will be allowed no additional compensation for failure to be so informed.

SP.57 CONTRACT TIME

All work designated on the Plans and in the Specifications shall be executed and substantially completed within the following time frame from the date specified in the "Notice to Proceed" as the starting date for the contract time:

1. Award of Bid - 60 calendar days from Notice to Proceed Date

The time allowed for completion of this project includes five (5) rain days. Final Acceptance shall be within sixty five (65) calendar days from the date specified in the "NOTICE TO PROCEED" as the starting date for the Contract Time.

SP-14

SP.49 PROTECTION OF TREES, PLANTS AND SHRUBBERY

The Contractor shall be responsible for protecting all trees, plants, and ornamental shrubbery on the line of or adjacent to the proposed construction, whether these trees, plants and shrubbery are within the street right-of-way or not. Any damaged trees, plants, and ornamental shrubbery shall be replaced in like kind and size at the Contractor's expense.

SP.50 DAMAGED STRUCTURES AND ROADWAY

The Contractor shall, at his own expense, remove and replace any damaged structures and any damaged roadways located outside of the limits of construction caused by the performance of his construction work as directed by the Landscape Architect and Owner.

SP.51 ELECTRICAL POWER AND WATER SUPPLY

The Contractor shall make arrangements, as needed, for electric power and water supply for construction and testing purposes from the respective companies serving the area and shall pay all charges therefore, including installation, service and use charges.

SP.52 FIELD OFFICE FACILITIES

The Contractor shall not have an on-site office or trailer. In addition, the Contractor shall not leave equipment on site over night. It is the Contractor's responsibility to secure private off site storage.

SP.53 NOT USED

SP.54 PHOTOGRAPHS

The Contractor, prior to construction, shall have dated photographs taken of the area of construction and of nearby structures in the adjacent vicinity of the project site prior to any work taking place. The photographs taken shall document the existing conditions of the site, and shall include, but not be limited to, existing curbing, roadways, sidewalks, utilities and landscape. Photographs shall document existing conditions and will be used in determining final acceptance of the project.

Photographs shall be taken with a digital format camera that is capable of imprinting in the lower right hand corner of the image, the date of the photograph. Photographs shall be submitted as digital images and can be delivered on a disc, or via e-mail. Photographs shall be high quality and shall be clear, sharp and encompass depth of field.

There shall be no direct payment for services required by this provision.

SP.55 NOT USED

SP-13

TECHNICAL SPECIFICATIONS

SECTION 1

MOBILIZATION

1.01 DESCRIPTION

This work consists of preparatory work and operations, including those necessary for movement of personnel, equipment, supplies and incidentals to the project site; the establishment of facilities necessary for the work on the project; the costs of bonds and any required insurance; and other preconstruction expenses necessary for start of the work, excluding the cost of construction materials. All on-site staging is to be within the designated limits of work. Any off site staging to be done at the Contractor's discretion.

This work shall be performed in accordance with Section 727 of the Louisiana Standard Specifications for Roads and Bridges, 2006 Edition and its latest revisions.

1.02 MEASUREMENT AND PAYMENT

No separate measurement will be made of any of the individual items of mobilization described above.

Payment will be made at the contract Lump Sum Price bid for:

ITEM 1 "MOBILIZATION" per Lump Sum.

END OF SECTION

SECTION 2

DEMOLITION

1.01 DESCRIPTION

This work consists of required removal and disposal (off site) of existing wood signs and foundations, clearing, grubbing, removing and disposing of vegetation and debris within the limits of work.

The Contractor shall determine the equipment type best suited for this work. The Contractor shall be responsible to repair any damage caused to Lafreniere Park during demolition and haul away. This includes, but is not limited to, roadways, curbs, sidewalks, structures and existing grade and turf.

No stockpiling of demolished material shall be allowed. All demolished material shall be removed from the park the same day in which it is demolished and properly disposed of by the Contractor. The Contractor shall not use any Lafreniere Park dumpsters or holding yards to dispose of the debris.

The Contractor is encouraged to visit the park prior to the bid to determine the scope of demolition.

All work shall be in accordance with Section 201 of Louisiana Standard Specifications for Roads and Bridges, 2006 Edition, and latest revisions, or as amended herein.

1.02 MEASUREMENT

No separate measurement of existing sign demolition will be made for payment.

1.03 PAYMENT

Payment will be made under:

ITEM 2 "EXISTING SIGN DEMOLITION (BASE BID)", per Lump Sum.

ITEM 8 "EXISTING SIGN DEMOLITION (ALTERNATE #1)", per Lump Sum.

END OF SECTION

SECTION 3

3000 PSI CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 DESCRIPTION:

This section specifies cast-in-place structural concrete and material and mixes for other concrete.

1.2 TOLERANCES:

- A. ACI 117.
B. Slab Finishes: ACI 117, F-number method in accordance with ASTM E1155.

1.3 REGULATORY REQUIREMENTS:

- A. ACI SP-66 ACI Detailing Manual
B. ACI 318 - Building Code Requirements for Reinforced Concrete.

1.4 SUBMITTALS:

- A. Submit in accordance with Section 01 33 23, SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES.
B. Concrete Mix Design.
C. Manufacturer's Certificates: Air-entraining admixture, chemical admixtures, curing compounds.

1.5 APPLICABLE PUBLICATIONS:

- A. Publications listed below form a part of this specification to extent referenced. Publications are referenced in text by basic designation only.
B. American Concrete Institute (ACI):
117R-06.....Tolerances for Concrete Construction and Materials
301-05.....Specification for Structural Concrete
305R-06.....Hot Weather Concreting
306R-2002.....Cold Weather Concreting
SP-66-04.....ACI Detailing Manual
318/318R-05.....Building Code Requirements for Reinforced Concrete
347R-04.....Guide to Formwork for Concrete
C. American Society for Testing and Materials (ASTM):
A185-07.....Steel Welded Wire, Fabric, Plain for Concrete Reinforcement
A615/A615M-08.....Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
A996/A996M-06.....Standard Specification for Rail-Steel and Axle-Steel Deformed Bars for Concrete Reinforcement
C31/C31M-08.....Making and Curing Concrete Test Specimens in the Field
C33-07.....Concrete Aggregates
C39/C39M-05.....Compressive Strength of Cylindrical Concrete Specimens
C94/C94M-07.....Ready-Mixed Concrete

- C143/C143M-05.....Standard Test Method for Slump of Hydraulic Cement Concrete
C150-07.....Portland Cement
C171-07.....Sheet Material for Curing Concrete
C172-07.....Sampling Freshly Mixed Concrete
C173-07.....Air Content of Freshly Mixed Concrete by the Volumetric Method
C192/C192M-07.....Making and Curing Concrete Test Specimens in the Laboratory
C231-08.....Air Content of Freshly Mixed Concrete by the Pressure Method
C260-06.....Air-Entraining Admixtures for Concrete
C330-05.....Lightweight Aggregates for Structural Concrete
C494/C494M-08.....Chemical Admixtures for Concrete
D1751-04.....Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types)
D4397-02.....Polyethylene Sheeting for Construction, Industrial and Agricultural Applications
E1155-96(2008).....Determining Ff Floor Flatness and Fi Floor Levelness Numbers

PART 2 - PRODUCTS

2.1 FORMS:

Wood, plywood, metal, or other materials, approved by Landscape Architect, of grade or type suitable to obtain type of finish specified.

2.2 MATERIALS (AS REQUIRED):

- A. Portland Cement: ASTM C150, Type I or II.
B. Fly Ash: ASTM C618, Class C or F including supplementary optional requirements relating to reactive aggregates and alkalis, and loss on ignition (LOI) not to exceed 5 percent.
C. Coarse Aggregate: ASTM C33, Size 67. Size 467 may be used for footings and walls over 300 mm (12 inches) thick. Coarse aggregate for applied topping and metal pan stair fill shall be Size 7.
D. Fine Aggregate: ASTM C33.
E. Lightweight Aggregate for Structural Concrete: ASTM C330, Table 1
F. Mixing Water: Fresh, clean, and potable.
G. Air-Entraining Admixture: ASTM C260.
H. Chemical Admixtures: ASTM C494.
I. Vapor Barrier: ASTM D4397, 0.25 mm (10 mil).
J. Reinforcing Steel: ASTM A615 or ASTM A996, deformed. See structural drawings for grade.
K. Welded Wire Fabric: ASTM A185.
L. Expansion Joint Filler: ASTM D1751.
M. Sheet Materials for Curing Concrete: ASTM C171.
N. Abrasive Aggregates: Aluminum oxide grains or emery grits.

- O. Liquid Hardener and Dustproof: Fluosilicate solution or magnesium Fluosilicate or zinc Fluosilicate. Magnesium and zinc may be used separately or in combination as recommended by manufacturer.
- P. Liquid Densifier/Sealer: 100 percent active colorless aqueous silicate solution.
- Q. Grout, Non-Shrinking: Premixed ferrous or non-ferrous, mixed and applied in accordance with manufacturer's recommendations. Grout shall show no settlement or vertical drying shrinkage at 3 days or thereafter based on initial measurement made at time of placement, and produce a compressive strength of at least (2500 PSI) at 3 days and (5000 PSI) at 28 days.

2.3 CONCRETE MIXES:

- A. Design of concrete mixes using materials specified shall be the responsibility of the Contractor as set forth under Option C of ASTM C94.
- B. Compressive strength at 28 days shall be not less than 3000 PSI.
- C. Establish strength of concrete by testing prior to beginning concreting operation. Test consists of average of three cylinders made and cured in accordance with ASTM C192 and tested in accordance with ASTM C39.
- D. Maximum slump for vibrated concrete is 100 mm (4 inches) tested in accordance with ASTM C143.
- E. Cement and water factor (See Table 1):

TABLE I - CEMENT AND WATER FACTORS FOR CONCRETE

Concrete: Strength Min. 28 Day Comp. Str. MPa (PSI)	Non-Air-Entrained		Air-Entrained	
	Min. Cement kg/m ³ (lbs/c. yd)	Max. Water Cement Ratio	Min. Cement kg/m ³ (lbs/c. yd)	Max. Water Cement Ratio
35 (5000) ^{1,3}	375 (630)	0.45	385 (650)	0.40
30 (4000) ^{1,3}	325 (550)	0.55	340 (570)	0.50
25 (3000) ^{1,3}	280 (470)	0.65	290 (490)	0.55
25 (3000) ^{1,2}	300 (500)	-	310 (520)	-

- 1. If trial mixes are used, the proposed mix design shall achieve a compressive strength (1200 PSI) in excess of factors. For concrete strengths above (5000 PSI), the proposed mix design shall achieve a compressive strength (1400 PSI) in excess of factors.
- 2. Lightweight Structural Concrete. Pump mixes may require higher cement values.
- 3. For concrete exposed to high sulfate content soils maximum water cement ratio is 0.44. Determined by Laboratory in accordance with ACI 211.1 for normal concrete or ACI 211.2 for lightweight structural concrete.
- F. Air-entrainment is required for all exterior concrete and as required for Section 32 05 23, CEMENT AND CONCRETE FOR EXTERIOR IMPROVEMENTS. Air content shall conform with the following Table: 1:

- B. Treating and Wetting: Treat or wet contact forms as follows:
 - 1. Coat plywood and board forms with non-staining form sealer. In hot weather cool forms by wetting with cool water just before concrete is placed.
 - 2. Clean and coat removable metal forms with light form oil before reinforcement is placed. In hot weather cool metal forms by thoroughly wetting with water just before placing concrete.
 - 3. Use sealer on reused plywood forms as specified for new material.
- C. Inserts, sleeves, and similar items: Flashing reglets, masonry ties, anchors, inserts, wires, hangers, sleeves, boxes for floor hinges and other items specified as furnished under this and other sections of specifications and required to be in their final position at time concrete is placed shall be properly located, accurately positioned and built into construction, and maintained securely in place.
- D. Construction Tolerances:
 - 1. Contractor is responsible for setting and maintaining concrete formwork to assure erection of completed work within tolerances specified to accommodate installation or other rough and finish materials. Remedial work necessary for correcting excessive tolerances is the responsibility of the Contractor. Erected work that exceeds specified tolerance limits shall be remedied or removed and replaced, at no additional cost to the Government.
 - 2. Permissible surface irregularities for various classes of materials are defined as "finishes" in specification sections covering individual materials. They are to be distinguished from tolerances specified which are applicable to surface irregularities of structural elements.

3.2 PLACING REINFORCEMENT:

- A. General: Details of concrete reinforcement in accordance with ACI 318 and ACI 315, unless otherwise shown.
- B. Placing: Place reinforcement conforming to CRSI DA4, unless otherwise shown.
 - 1. Place reinforcing bars accurately and tie securely at intersections and splices with 1.6 mm (16 gauge) black annealed wire. Secure reinforcing bars against displacement during the placing of concrete by spacers, chairs, or other similar supports. Portions of supports, spacers, and chairs in contact with formwork shall be made of plastic in areas that will be exposed when building is occupied. Type, number, and spacing of supports conform to ACI 315. Where concrete slabs are placed on ground, use concrete blocks or other non-corrodible material of proper height, for support of reinforcement. Use of brick or stone supports will not be permitted.
 - 2. Lap welded wire fabric at least 1 1/2 mesh panels plus end extension of wires not less than 300 mm (12 inches) in structural slabs. Lap welded wire fabric at least 1/2 mesh panels plus end extension of wires not less than 150 mm (6 inches) in slabs on grade.
 - 3. Splice column steel at no points other than at footings and floor levels unless otherwise shown.
- C. Spacing: Minimum clear distances between parallel bars, except in columns and multiple layers of bars in beams shall be equal to nominal diameter of bars. Minimum clear spacing is 25 mm (1 inch) or 1-1/3 times maximum size of coarse aggregate.
- D. Splicing: Splices of reinforcement made only as required or shown or specified. Accomplish splicing as follows:

TABLE I - TOTAL AIR CONTENT FOR VARIOUS SIZES OF COARSE AGGREGATES (NORMAL CONCRETE)

Nominal Maximum Size of Coarse Aggregate	Total Air Content Percentage by Volume
10 mm (3/8 in)	6 to 10
13 mm (1/2 in)	5 to 9
19 mm (3/4 in)	4 to 8
25 mm (1 in)	3 1/2 to 6 1/2
40 mm (1 1/2 in)	3 to 6

TABLE II TOTAL AIR CONTENT AIR CONTENT OF LIGHTWEIGHT STRUCTURAL CONCRETE

Nominal Maximum size of Total Air Content	Coarse Aggregate, mm's (Inches) Percentage by Volume
Greater than 10 mm (3/8 in) 4 to 8	10 mm (3/8 in) or less 5 to 9

2.4 BATCHING & MIXING:

- A. Store, batch, and mix materials as specified in ASTM C94.
 - 1. Job-Mixed: Concrete mixed at job site shall be mixed in a batch mixer in manner specified for stationary mixers in ASTM C94.
 - 2. Ready-Mixed: Ready-mixed concrete comply with ASTM C94, except use of non-agitating equipment for transporting concrete to the site will not be permitted. With each load of concrete delivered to project, ready-mixed concrete producer shall furnish, in duplicate, certification as required by ASTM C94.
 - 3. Mixing structural lightweight concrete: Charge mixer with 2/3 of total mixing water and all of the aggregate. Mix ingredients for not less than 30 seconds in a stationary mixer or not less than 10 revolutions at mixing speed in a truck mixer. Add remaining mixing water and other ingredients and continue mixing. Above procedure may be modified as recommended by aggregate producer.

PART 3 - EXECUTION

3.1 FORMWORK:

- A. Installation conform to ACI 347. Sufficiently tight to hold concrete without leakage, sufficiently braced to withstand vibration of concrete, and to carry, without appreciable deflection, all dead and live loads to which they may be subjected.

- 1. Lap splices: Do not use lap splices for bars larger than Number 36 (Number 11). Minimum lengths of lap as shown.
- 2. Welded splices: Splicing by butt-welding of reinforcement permitted providing the weld develops in tension at least 125 percent of the yield strength (fy) for the bars. Welding conform to the requirements of AWS D1.4. Welded reinforcing steel conform to the chemical analysis requirements of AWS D1.4.
 - a. Submit test reports indicating the chemical analysis to establish weldability of reinforcing steel.
 - b. Submit a field quality control procedure to insure proper inspection, materials and welding procedure for welded splices.
 - c. Department of Veterans Affairs retained testing agency shall test a minimum of three splices, for compliance, locations selected by Resident Engineer.
- 3. Mechanical Splices: Develop in tension and compression at least 125 percent of the yield strength (fy) of the bars. Stresses of transition splices between two reinforcing bar sizes based on area of smaller bar. Provide mechanical splices at locations indicated. Use approved exothermic, tapered threaded coupling, or swaged and threaded sleeve. Exposed threads and swaging in the field not permitted.
 - a. Initial qualification: In the presence of Resident Engineer, make three test mechanical splices of each bar size proposed to be spliced. Department of Veterans Affairs retained testing laboratory will perform load test.
 - b. During installation: Furnish, at no additional cost to the Government, one companion (sister) splice for every 50 splices for load testing. Department of Veterans Affairs retained testing laboratory will perform the load test.
- E. Bending: Bend bars cold, unless otherwise approved. Do not field bend bars partially embedded in concrete, except when approved by Resident Engineer.
- F. Cleaning: Metal reinforcement, at time concrete is placed, shall be free from loose flaky rust, mud, oil, or similar coatings that will reduce bond.
- G. Future Bonding: Protect exposed reinforcement bars intended for bonding with future work by wrapping with felt and coating felt with a bituminous compound unless otherwise shown.

3.3 VAPOR BARRIER:

- Except where membrane waterproofing is required, place interior concrete slabs on a continuous vapor barrier.
 - A. Place 100 mm (4 inches) of fine granular fill over the vapor barrier to act as a blotter for concrete slab.
 - B. Lap joints 150 mm (6 inches) and seal with a compatible pressure-sensitive tape.
 - C. Patch punctures and tears.

3.4 PLACING CONCRETE:

- A. Remove water from excavations before concrete is placed. Remove hardened concrete, debris and other foreign materials from interior of forms, and from inside of mixing and conveying equipment. Obtain approval of Resident Engineer before placing concrete. Provide screeds at required elevations for concrete slabs.
- B. Before placing new concrete on or against concrete which has set, existing surfaces shall be roughened and cleaned free from all laitance, foreign matter, and loose particles.

- C. Convey concrete from mixer to final place of deposit by method which will prevent segregation or loss of ingredients. Do not deposit in work concrete that has attained its initial set or has contained its water or cement more than 1 1/2 hours. Do not allow concrete to drop freely more than 1500 mm (5 feet) in unexposed work nor more than 900 mm (3 feet) in exposed work. Place and consolidate concrete in horizontal layers not exceeding 300 mm (12 inches) in thickness. Consolidate concrete by spading, rodding, and mechanical vibrator. Do not secure vibrator to forms or reinforcement. Vibration shall be carried on continuously with placing of concrete.
- D. Hot weather placing of concrete: Follow recommendations of ACI 305R to prevent problems in the manufacturing, placing, and curing of concrete that can adversely affect the properties and serviceability of the hardened concrete.
- E. Cold weather placing of concrete: Follow recommendations of ACI 306R, to prevent freezing of thin sections less than 300 mm (12 inches) and to permit concrete to gain strength properly, except that use of calcium chloride shall not be permitted without written approval from Landscape Architect.
- F. Contractor shall not mix concrete inside of excavated post holes. All concrete is to be pre-mixed.

3.5 PROTECTION AND CURING:

Protect exposed surfaces of concrete from premature drying, wash by rain or running water, wind, mechanical injury, and excessively hot or cold temperature. Curing method shall be subject to approval by Resident Engineer.

3.6 FORM REMOVAL:

Forms remain in place until concrete has a sufficient strength to carry its own weight and loads supported. Removal of forms at any time is the Contractor's sole responsibility.

3.7 SURFACE PREPARATION:

Immediately after forms have been removed and work has been examined and approved by Resident Engineer, remove loose materials, and patch all stone pockets, surface honeycomb, or similar deficiencies with cement mortar made with 1 part Portland cement and 2 to 3 parts sand.

3.8 FINISHES:

A. Vertical and Overhead Surface Finishes:

- 1. Unfinished Areas: Vertical and overhead concrete surfaces exposed in unfinished areas, above suspended ceilings in manholes, and other unfinished areas exposed or concealed will not require additional finishing.
- 2. Interior and Exterior Exposed Areas (to be painted): Fins, burrs and similar projections on surface shall be knocked off flush by mechanical means approved by Resident Engineer and rubbed lightly with a fine abrasive stone or hone. Use an ample amount of water during rubbing without working up a lather of mortar or changing texture of concrete.
- 3. Exterior Exposed Areas (Smooth Rubbed Finish): Finished areas of all benches and retaining walls, unless otherwise shown, shall be given a smooth rubbed finish, of uniform color, not later than one day after form removal and shall have a smooth finish treated as follows:

- a. Carefully rub the ordinary surface finish with a fine carborundum brick immediately after removing the forms. The first step in this process shall be to moisten the surface with water and then immediately rub it with the carborundum brick, using light pressure and a circular motion. Rubbing shall be continued until all air holes and small depressions are filled and an excess of mulch is on the surface. The mulch shall then be brushed out smooth with a long bristle paintbrush. After the concrete has been rubbed smooth and has set for a period of 5 to 8 days, it shall then be lightly moistened and again rubbed with a carborundum brick. Rubbing shall be continued until a smooth surface free from lumber marks and irregularities is obtained. On days when the sun is strong, rubbed surfaces shall be covered with canvas to keep the sun from drying out the surface too rapidly and thus causing checking. Before final acceptance on rubbed surfaces, all lather, powder, and dust on rubbed surfaces shall be removed by rubbing with canvas when the surface is dry.

B. Slab Finishes:

- 1. Scratch Finish: Slab surfaces to receive a bonded applied cementitious application shall all be thoroughly raked or wire broomed after partial setting (within 2 hours after placing) to roughen surface to insure a permanent bond between base slab and applied cementitious materials.
- 2. Floating: Allow water brought to surface by float used for rough finishing to evaporate before surface is again floated or troweled. Do not sprinkle dry cement on surface to absorb water.
- 3. Float Finish: Ramps, stair treads, and platforms, both interior and exterior, equipment pads, and slabs to receive non-cementitious materials, except as specified, shall be screened and floated to a smooth dense finish. After first floating, while surface is still soft, surfaces shall be checked for alignment using a straightedge or template. Correct high spots by cutting down with a trowel or similar tool and correct low spots by filling in with material of same composition as floor finish. Remove any surface projections on floated finish by rubbing or dry grinding. Re-float the slab to a uniform sandy texture.
- 4. Steel Trowel Finish: Applied toppings, concrete surfaces to receive resilient floor covering or carpet, future floor roof and all monolithic concrete floor slabs exposed in finished work and for which no other finish is shown or specified shall be steel troweled. Final steel troweling to secure a smooth, dense surface shall be delayed as long as possible, generally when the surface can no longer be dented with finger. During final troweling, tilt steel trowel at a slight angle and exert heavy pressure on trowel to compact cement paste and form a dense, smooth surface. Finished surface shall be free of trowel marks, uniform in texture and appearance.
- 5. Broom Finish: Finish all exterior slabs, ramps, and stair treads with a bristle brush moistened with clear water after the surfaces have been floated.
- 6. Finished slab flatness (FF) and levelness (FL) values comply with the following minimum requirements:

Slab on grade & Shored suspended slabs	Un-shored suspended slabs
Specified overall value F _F 25/F _L 20	Specified overall value F _F 25
Minimum local value F _F 17/F _L 15	Minimum local value F _F 17

3.9 MEASUREMENT

There is no separate measurement for 3,000 PSI cast-in-place concrete.

3.10 PAYMENT

Payment will be made under:

- ITEM 3 " SIGN A-1", per Each
- ITEM 4 " SIGN A-2", per Each
- ITEM 5 " SIGN B", per Each
- ITEM 6 " SIGN C-1", per Each
- ITEM 7 " SIGN C-2", per Each
- ITEM 9 " SIGN D-1", per Each
- ITEM 10 " SIGN D-2", per Each
- ITEM 11 " SIGN D-3", per Each
- ITEM 12 " SIGN D-4", per Each
- ITEM 13 " SIGN D-5", per Each
- ITEM 14 " SIGN D-6", per Each
- ITEM 15 " SIGN D-7", per Each
- ITEM 16 " SIGN D-8", per Each

END OF SECTION

SECTION 4

ALUMINUM SIGNS

1.01 DESCRIPTION

This work consists of fabrication and installation of aluminum framed signs as per the plans.

1.02 RELATED SECTIONS

Section 3: 3,000 PSI CAST-IN-PLACE CONCRETE
Section 5: GRAPHIC VINYL MATERIALS

1.03 MATERIALS

Sign frames shall have a double tube frame constructed from 1-1/2" x 1-1/2" 6061 marine grade aluminum square tube either mig or tig welded at all connection points (100% of joining surface). Welds must penetrate aluminum completely and be finished with a seamless smooth architectural finish.

Sign faces shall be constructed of one piece .250" marine grade aluminum without seams. Attachment of sign face to structural aluminum tubing shall be through continuous slot around perimeter of the face and glued using Adhesive Systems, Inc. MP55420 adhesive. Adhesive shall be applied into the slot with no visible adhesive outside of the slot or on the sign face.

1.04 FINISH

All aluminum shall be prepared for paint by sanding with 120 grit abrasive, acid etched, rinsed and cleaned with denatured alcohol. All aluminum shall be primed with Akzo Nobel Coatings, Inc. filler primer and top coated with Akzo Nobel Coatings, Inc. base coat and clear coat satin finish. All paint shall be Pantone color PMS#4625 Satin.

All surface areas of aluminum tubes that come in contact with concrete shall be coated with a bituminous paint or coating. Bituminous paint or coating shall not be visible on final product.

1.05 ASSEMBLY

Signs shall be completely assembled, painted and finished at the sign manufacturer's shop and approved by the Landscape Architect prior to delivery to the site. No on site fabrication shall be allowed. Only minor touch-up of painted surfaces will be allowed.

1.06 FOUNDATION

Signs shall be installed as per the foundations shown on the plans. All foundations must be dug within 24 hours of concrete pour. The Contractor shall be allowed to neatly stockpile the excavated soil for use in finish grading around the sign. The Contractor shall make certain any holes or trenches required for the foundations are properly fenced and covered when he is not in the vicinity of the work to ensure the safety of Lafreniere Park patrons. The Landscape Architect shall approve all forms and steel prior to pouring of concrete.

Once the foundations are ready for sign installation, the sign shall be dry fit and braced. If any adjustments to the foundation are required, the sign shall be moved away from the foundation before any additional excavation of earthwork takes place. The sign shall be protected during concrete pouring to ensure no concrete comes in contact with painted or vinyl surfaces. Once concrete pouring is complete, the Contractor shall check the bracing to ensure the sign is plumb and level. The concrete shall be finished as per the plan. Sign bracing shall remain in place for a minimum of 48 hours. After 48 hours, the Contractor shall remove all bracing and form boards, re-check the signs for plumb and level, then clean the signs and work areas.

Cleaning the work area shall include hand grading around the sign to achieve a smooth finish of the existing grade and to promote drainage away from the sign. The finish grade shall not have any visible roots, sticks, rocks or debris. The Contractor can utilize any material he excavated from the foundations to grade around the signs that is free of debris. Any unusable material shall be disposed of offsite by the Contractor.

1.07 TOUCH UP

In certain situations, the Contractor may make field touch ups to any sign damage occurring during installation. Paint touch up shall be allowed on minor scratches no larger than 1" in any direction as long as the aluminum surface is not damaged. All paint touch up shall be done according to the paint manufacturer's specifications. Any damage larger than 1" in any direction, or any scratches or gouges to the aluminum surface, shall require the sign to be removed from the site and repaired/repainted.

1.06 MEASUREMENT AND PAYMENT

Measurement and payment for aluminum signs shall be made per each. Pricing shall include all sign material (aluminum, vinyl and concrete), fabrication, equipment, incidentals, delivery, labor, installation and clean up.

Payment will be made under:

- ITEM 3 " SIGN A-1", per Each
- ITEM 4 " SIGN A-2", per Each

4-2

- ITEM 5 " SIGN B", per Each
- ITEM 6 " SIGN C-1", per Each
- ITEM 7 " SIGN C-2", per Each
- ITEM 9 " SIGN D-1", per Each
- ITEM 10 " SIGN D-2", per Each
- ITEM 11 " SIGN D-3", per Each
- ITEM 12 " SIGN D-4", per Each
- ITEM 13 " SIGN D-5", per Each
- ITEM 14 " SIGN D-6", per Each
- ITEM 15 " SIGN D-7", per Each
- ITEM 16 " SIGN D-8", per Each

END OF SECTION

4-3

SECTION 5

GRAPHIC VINYL MATERIALS

1.01 DESCRIPTION

This work consists of furnishing and installing industrial application vinyl film designed for permanent graphics as per plans. Graphic Vinyl Materials are to be adhered to aluminum sign faces (see Section 5).

1.02 RELATED SECTIONS

Section 3: 3,000 PSI CAST-IN-PLACE CONCRETE
Section 4: ALUMINUM SIGNS

1.03 MATERIALS

All vinyl film shall be manufactured by 3M™. Vinyl film shall be 3M™ Scotchcal™ ElectroCut™ Graphic Film Series 7725, or equal. Film shall be 2 mil., pressure sensitive film designed for permanent exterior graphics. Film may be pre-spaced and electronically cut; screen printed or used in narrow width thermal transfer printing systems. Film shall be the same color on both sides and have a transparent synthetic liner that resists moisture absorption and static buildup. Film color: 3M™ Beige HP 7725-49.

1.04 SHELF LIFE AND STORAGE

3M™ Scotchcal™ ElectroCut™ Graphic Film Series 7725 has a total shelf life of three (3) years from the date of manufacture on the original box. Product must be applied within this three (3) year shelf life period.

Store 3M™ Scotchcal™ ElectroCut™ Graphic Film Series 7725 in a clean, dry, area in the original container and out of sunlight. Store product between 40°F and 100°F.

1.05 APPLICATION

Install 3M™ Scotchcal™ ElectroCut™ Graphic Film Series 7725 as per the manufacturer's specifications. Sign faces shall have a smooth finish and be free of air bubbles, dents or scratches. All lettering and line work shall be plumb and level. Any required joints shall be tight and level.

1.06 TOUCH UP

Any damage to the graphic vinyl material during transport or installation shall require removal of the damaged vinyl sheet, re-prep of the sign face and installation of new

5-1

graphic vinyl. All work shall be performed at the sign manufacturer's shop. No field repair of touch up shall be allowed.

1.07 WARRANTY

Graphic Vinyl Materials shall include a manufacturer's warranty against defects and fading for a period of 6 years. The Contractor shall present the Owner with all necessary documentation required for processing warranty claims.

1.08 MEASUREMENT AND PAYMENT

No measurement or direct payment will be made for Graphic Vinyl Materials. Payment for Graphic Vinyl Materials shall be made a part of each sign.

Payment will be made under:

- ITEM 3 " SIGN A-1", per Each
- ITEM 4 " SIGN A-2", per Each
- ITEM 5 " SIGN B", per Each
- ITEM 6 " SIGN C-1", per Each
- ITEM 7 " SIGN C-2", per Each
- ITEM 9 " SIGN D-1", per Each
- ITEM 10 " SIGN D-2", per Each
- ITEM 11 " SIGN D-3", per Each
- ITEM 12 " SIGN D-4", per Each
- ITEM 13 " SIGN D-5", per Each
- ITEM 14 " SIGN D-6", per Each
- ITEM 15 " SIGN D-7", per Each
- ITEM 16 " SIGN D-8", per Each

END OF SECTION

5-2

Appendix "C"
Jefferson Parish
Department of Engineering
Water Distribution System General Standard Notes *1

* These notes shall be referenced and shall be included, in their entirety, unedited and unabridged, in all Jefferson Parish Projects as follows:

- **New substitutions** – attach these notes to plans as Appendix "C".
- **All other projects** – include these notes in Specification Booklets, which include any work related to the Parish Water Distribution System. Insert a copy of these notes, ~~at the end of the "Water Distribution System Technical Specification" Section of the Specification Booklet.~~ **Any Deviations and / or Variations from these General Standard Notes shall be tabulated under the heading of "Deviations From Jefferson Parish Water Standards Notes" and shall be included in the "Water Distribution System Technical Specification" Section of the Specification Booklet.**

1. NOTIFICATION:

CONTRACTORS SHALL NOTIFY THE DEPARTMENT OF WATER AT 736-6743 AND THE DEPARTMENT OF ENGINEERING, INSPECTION DIVISION AT 736-6793, 48 HOURS PRIOR TO ANY FIELD WORK RELATING TO WATER LINES, WATER VALVES, WATER METERS, HYDRANTS, ETC. ALL WATER VALVES 16 INCH AND LARGER SHALL BE OPERATED BY PARISH PERSONNEL. SMALLER VALVES MAY BE OPERATED (OPERATED SHALL MEAN OPENING AND CLOSING. IF A CONTRACTOR FAILS TO REOPEN A VALVE WHICH HE HAD CLOSED DURING CONSTRUCTION, HE MAY BE HELD LIABLE FOR ANY COST, SAFETY OR HEALTH RELATED ISSUES WHICH CAN BE RELATED TO HIS NEGLIGENCE OF LEAVING THE VALVE CLOSED.) BY THE CONTRACTOR UNDER THE DIRECT SUPERVISION OF JEFFERSON PARISH PERSONNEL.

THE DEPARTMENT OF ENGINEERING MUST BE GIVEN A MINIMUM OF 48 HOURS NOTICE BEFORE A TAP IS TO BE MADE ON A WATER LINE (FOR METERS, FIRE SERVICES AND FIRE LINES).

WHERE A TIE-IN, FIRE SERVICE OR WATER METER INSTALLATION IS TO BE MADE BY OTHER THAN WATER DEPARTMENT PERSONNEL, THE OWNER, CONTRACTOR OR HIS AGENT SHALL CONTACT THE DEPARTMENT OF ENGINEERING 24 HOURS IN ADVANCE FOR THE INSPECTION OF THE INSTALLATION. THE INSTALLATION SHALL BE INSPECTED AND APPROVED BY THE DEPARTMENT OF ENGINEERING PRIOR TO BACKFILLING.

¹ Jefferson Parish Department of Engineering Water Distribution System General Standard Notes, Originated - January 2002.

Jefferson Parish Department of Engineering Water Distribution System General Standard Notes, Green Sheets, Appendix "C"
Revised: 01/30/2014

2. LICENSE REQUIREMENTS:

PER THE REQUIREMENTS OF LSA R.S. 40:1148 ET.SEQ., A CLASS IV WATER DISTRIBUTION OPERATOR CERTIFICATE (LICENSE) SHALL BE REQUIRED TO OPERATE VALVES OR COMPLETE A TIE-IN TO ANY ACTIVE (LIVE) WATER DISTRIBUTION OR WATER SUPPLY SYSTEM IN JEFFERSON PARISH. SUCH LICENSE SHALL NOT BE REQUIRED FOR MUNICIPAL AND PUBLIC WORKS CONTRACTORS WHO ARE PROPERLY LICENSED BY THE LOUISIANA STATE LICENSING BOARD TO CONSTRUCT WATER LINES. HOWEVER, CONTRACTORS WHO OPERATE, TIE-IN, OR REPAIR ANY WATER DISTRIBUTION OR WATER SUPPLY LINE WILL BE REQUIRED TO HAVE SUCH WORK OVERSEEN BY AN INDIVIDUAL POSSESSING A CLASS IV WATER DISTRIBUTION OPERATOR CERTIFICATE (LICENSE). SUCH CERTIFICATES SHALL BE MAINTAINED ON FILE WITH THE JEFFERSON PARISH ENGINEERING DEPARTMENT, AND REFILED AT THE BEGINNING OF EACH 2-YEAR LICENSE CYCLE/PERIOD.

3. MATERIAL

ALL MATERIALS USED IN JEFFERSON PARISH'S POTABLE WATER DISTRIBUTION SYSTEM SHALL BE IN TOTAL CONFORMANCE WITH THESE STANDARD NOTES, OTHER CURRENT JEFFERSON PARISH STANDARDS AND MATERIAL SPECIFICATIONS INCLUDING **"THE DEPARTMENT OF WATER ANNUAL MATERIAL SUPPLY CONTRACT SPECIFICATIONS"** IN ORDER TO SIMPLIFY "MATERIAL RELATED ISSUES" FOR THE ENGINEERS, CONSULTANTS, CONTRACTORS, SUPPLIERS, AND PARISH INSPECTORS EFFORTS HAVE BEEN MADE THROUGHOUT THESE STANDARDS TO MINIMIZE DISCREPANCIES BETWEEN THESE STANDARD NOTES AND THE **"THE DEPARTMENT OF WATER ANNUAL MATERIAL SUPPLY CONTRACT SPECIFICATIONS"**.

QUALIFIED MANUFACTURERS AND/OR PRODUCTS FOR **MOST ITEMS (THE DEPARTMENT OF WATER ANNUAL MATERIAL SUPPLY CONTRACT SPECIFICATIONS SHALL BE REFERENCED FOR ITEMS NOT INCLUDED IN THESE NOTES)** HAVE BEEN PROVIDED THROUGHOUT THESE NOTES. THESE QUALIFIED MANUFACTURERS AND/OR PRODUCT INFORMATION MAY BE MODIFIED SEMIANNUALLY MAINLY. NEW PRODUCTS MAY BE PRESENTED TO THE JEFFERSON PARISH ENGINEERING AND WATER DEPARTMENTS SIMULTANEOUSLY FOR EVALUATION. ANY PRODUCT FOUND TO MEET JEFFERSON PARISH STANDARDS WILL BE INCLUDED IN THESE STANDARDS WHEN SEMIANNUAL REVISIONS ARE MADE. FINAL DECISION FOR ACCEPTANCE OF ALL MATERIALS WILL BE MADE BY THE JEFFERSON PARISH DEPARTMENT OF WATER.

Jefferson Parish Department of Engineering Water Distribution System General Standard Notes, Green Sheets, Appendix "C"
Revised: 01/30/2014

4. NON CONFORMANCE

THE DEPARTMENT OF ENGINEERING HAS THE RIGHT TO REJECT ANY AND ALL EQUIPMENT OR WORK, WHICH DOES NOT CONFORM TO JEFFERSON PARISH STANDARDS AND SPECIFICATIONS. ANY WORK SO REJECTED SHALL BE REDONE BY THE CONTRACTOR AT HIS OWN EXPENSE.

5. WATER VALVE BOX ADJUSTMENT

ALL WATER VALVE BOXES ENCOUNTERED WITHIN THE CONSTRUCTION SITE SHALL BE PROTECTED AND ADJUSTED TO CONFORM TO THE FINAL ADJACENT FINISHED SURFACE.

IF THE CONTRACTOR FAILS TO ADJUST ANY WATER VALVE BOXES, THE VALVE BOXES, WHEN DISCOVERED, WILL BE ADJUSTED BY JEFFERSON PARISH, AND THE CONTRACTOR WILL BE BILLED.

6. VERIFICATION OF EXISTING UTILITIES PRIOR TO ORDERING MATERIALS

THE CONTRACTOR SHALL VERIFY THE SIZE AND MATERIAL OF ALL EXISTING UTILITIES BEFORE ORDERING MATERIALS. JEFFERSON PARISH WILL NOT REIMBURSE THE CONTRACTOR FOR ANY MATERIAL RE-STOCKING FEES.

7. DOMESTICITY

A. PURPOSE OF THIS SECTION

THIS SECTION INCLUDES INFORMATION AND PROVIDES ANSWERS TO SOME FREQUENTLY ASKED QUESTIONS REGARDING JEFFERSON PARISH DOMESTICITY POLICY.

B. CLARIFICATION OF TERMS

TERMS SUCH AS "DOMESTIC UNITED STATES OF AMERICA MANUFACTURE" AND/OR "MADE IN UNITED STATES" SHALL MEAN THAT EVERY COMPONENTS OF THESE PRODUCTS OR ITEMS ARE 100% MADE, MANUFACTURED, ASSEMBLED, ETC. IN THE UNITED STATES OF AMERICA.

Jefferson Parish Department of Engineering Water Distribution System General Standard Notes, Green Sheets, Appendix "C"
Revised: 01/30/2014

C. VALVES AND HYDRANTS

ALL DUCTILE IRON/CAST IRON VALVES AND HYDRANTS SHALL BE OF DOMESTIC UNITED STATES OF AMERICA MANUFACTURE. NO DUCTILE IRON/CAST IRON VALVES AND HYDRANTS MANUFACTURED OUTSIDE OF THE UNITED STATES OF AMERICA WILL BE ALLOWED.

D. APPURTENANCES

BY POLICY, DOMESTIC AS WELL AS GLOBALLY SOURCED (FOREIGN) APPURTENANCES (PIPE RESTRAINERS (MECHANICAL JOINT, PIPE TO PIPE, FLANGE ADAPTERS, BELL HARNESSSES, ETC.), COUPLINGS, TAPPING AND REPAIR CLAMPS AND SLEEVES, SERVICE CONNECTORS AND SADDLES, ETC.) MAY BE PRESENTED TO THE JEFFERSON PARISH ENGINEERING AND WATER DEPARTMENTS SIMULTANEOUSLY FOR EVALUATION AS MENTIONED IN SECTION 2, ABOVE. ALL APPURTENANCES SHALL BE MANUFACTURED IN STRICT ACCORDANCE WITH THE LATEST APPLICABLE AWWA, ANSI AND ASTM STANDARDS FOR POTABLE WATER. IN ADDITION TO THESE REQUIREMENTS, ALL GLOBALLY SOURCED APPURTENANCES SHALL BE MANUFACTURED AT AN **SIX SIGMA** OR **ISO** (INTERNATIONAL ORGANIZATION FOR STANDARDS) REGISTERED MANUFACTURER WITH THE LATEST CERTIFICATIONS FROM THESE ORGANIZATIONS.

E. FITTINGS

DOMESTIC AS WELL AS GLOBALLY SOURCED (FOREIGN) DUCTILE IRON FITTINGS SHALL BE ALLOWED. ALL FITTINGS SHALL BE IN STRICT ACCORDANCE WITH THE LATEST APPLICABLE AWWA, ANSI (ANSI/AWWA C153/A21.53, ANSI/AWWA C110/A21.10, ANSI/AWWA C111/A21.11, ANSI/AWWA C104/A21.4, ETC.) AND ASTM STANDARDS FOR POTABLE WATER. IN ADDITION TO THESE REQUIREMENTS, THE GLOBALLY SOURCED FITTINGS SHALL ALSO BE MANUFACTURED BY AN ISO (INTERNATIONAL ORGANIZATION FOR STANDARDIZATION) REGISTERED MANUFACTURER, WHICH MANUFACTURER SHALL HAVE CURRENT ISO 9001 CERTIFICATION FOR STANDARDIZATION FOR FITTING PRODUCTS.

F. ISO REGISTERED MANUFACTURER

THESE MANUFACTURING FACILITIES MUST BE COVERED UNDER PERIODIC AUDITS BY THIRD PARTY ACCREDITATION BODIES FOR EVALUATIONS. THESE EVALUATIONS SHALL INCLUDE MANUFACTURING

Jefferson Parish Department of Engineering Water Distribution System General Standard Notes, Green Sheets, Appendix "C"
Revised: 01/30/2014

PROCESSES, QUALITY CONTROL, CORRECTIVE AND PREVENTIVE ACTIONS, AND DOCUMENT CONTROL. IN ADDITION, DISTRIBUTION CENTERS MUST BE AUDITED BY THIRD PARTY APPROVAL AGENCIES FOR PERIODIC CONFIRMATION TESTS AND SURVEILLANCE AUDITS. THESE PERIODIC CONFIRMATION TESTS AND SURVEILLANCE AUDITS SHALL DOCUMENT CONTINUATION OF PRODUCT APPROVALS OF EVERY SPECIFIC MANUFACTURING FACILITY BY AUDITING THE ENTIRE QUALITY SYSTEMS INCLUDING DESIGN, INFRASTRUCTURE, SYSTEM IMPLEMENTATION, DISTRIBUTION, TRAINING, QUALITY CONTROL AND ASSURANCE, AND DOCUMENT CONTROL. ALL FITTINGS AND APPURTENANCES MUST BE MANUFACTURED IN ACCORDANCE WITH NSF61.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING AND FURNISHING JEFFERSON PARISH WITH WRITTEN PROOF THAT ALL GLOBALLY SOURCED (FOREIGN) FITTINGS AND APPURTENANCES MEET THE AFOREMENTIONED AWWA, ANSI, AND ASTM STANDARDS. THE CONTRACTOR WILL BE RESPONSIBLE FOR VERIFYING THAT THESE FITTINGS AND APPURTENANCES ARE MANUFACTURED AT AN ISO REGISTERED MANUFACTURER WITH CURRENT 9001 CERTIFICATION FOR FITTINGS AND APPURTENANCE PRODUCTS AND SHALL FURNISH JEFFERSON PARISH WITH WRITTEN PROOF OF THIS REGISTRATION AND CERTIFICATION. ALL WRITTEN PROOF SHALL BE FURNISHED IMMEDIATELY AFTER EXECUTION OF THE CONTRACT DOCUMENTS AND PRIOR TO ORDERING FITTINGS AND ANY APPURTENANCE PRODUCTS.

8. WATER LINES:

A. MINIMUM SIZE

THE MINIMUM ACCEPTABLE SIZE FOR NEW WATER LINES IS 8 INCHES IN DIAMETER.

B. DEPTH OF COVER

NEW WATER LINES 10 INCHES AND SMALLER SHALL HAVE A MINIMUM OF 3 FEET AND A MAXIMUM OF 4 FEET OF COVER. WATER LINES 12 INCHES AND LARGER SHALL HAVE A MINIMUM OF 4 FEET AND A MAXIMUM OF 5 FEET OF COVER. DEPTHS OUTSIDE THESE MINIMUMS AND MAXIMUMS WILL NOT BE ACCEPTABLE.

Jefferson Parish Department of Engineering Water Distribution System General Standard Notes, Green Sheets, Appendix "C"
Revised: 01/26/2014

C. BACKFILL

BACKFILL ALL TRENCHES WITHIN STREET RIGHT-OF-WAY WITH RIVER SAND.

D. PVC PIPE

POLYVINYL CHLORIDE (PVC) PRESSURE PIPE 4 INCHES THROUGH 12 INCHES IN DIAMETER SHALL MEET AWWA SPECIFICATION C-900, MINIMUM CLASS 150, DR 18. PVC PIPE 14 INCHES THROUGH 30 INCHES IN DIAMETER SHALL MEET AWWA SPECIFICATION C-905, MINIMUM CLASS 165, DR 25. PVC PIPE WILL NOT BE USED FOR WATER LINES LARGER THAN 30 INCHES.

E. DUCTILE IRON PIPE

ALL DUCTILE IRON PIPE SHALL CONFORM TO ANSI/AWWA A21.51/C151, ANSI/AWWA A21.50/C150 AND "SHALL BE MINIMUM THICKNESS CLASS 51 OR GREATER" OR "SHALL BE MINIMUM PRESSURE CLASS 200 OR GREATER DUCTILE IRON PIPE IN ACCORDANCE WITH TABLE BELOW". ALL DUCTILE IRON PIPES THAT WILL HAVE LESS THAN 24" OF COVER SHALL BE MINIMUM THICKNESS CLASS 52 RESTRAINED JOINT PIPE. DUCTILE IRON PIPE SHALL HAVE A FACTORY CEMENT MORTAR LINING AS PER ANSI/AWWA A21.4/C104, AND FACTORY ASPHALTIC EXTERIOR COATING. POLYETHYLENE ENCASEMENT IN ACCORDANCE WITH ANSI/AWWA C105/A21.5 (MINIMUM 8 MIL THICK) SHALL BE REQUIRED FOR ALL DUCTILE IRON PIPES.

DUCTILE IRON PIPE

Nominal Thicknesses for Standard Pressure Classes of Ductile Iron Pipe

Size in.	Outside Diameter in.	Pressure Class				
		150	200	250	300	350
Nominal Thickness - in.						
3	3.96	-	-	-	-	0.25*
4	4.80	-	-	-	-	0.25*
6	6.90	-	-	-	-	0.25*
8	9.05	-	-	-	-	0.25*
10	11.10	-	-	-	-	0.26
12	13.20	-	-	-	-	0.28

Jefferson Parish Department of Engineering Water Distribution System General Standard Notes, Green Sheets, Appendix "C"
Revised: 01/26/2014

14	15.30	-	-	0.28	0.30	0.31
16	17.40	-	-	0.30	0.32	0.34
18	19.50	-	-	0.31	0.34	0.36
20	21.60	-	-	0.33	0.36	0.38
24	25.80	-	0.33	0.37	0.40	0.43
30	32.00	0.34	0.38	0.42	0.45	0.49
36	38.30	0.38	0.42	0.47	0.51	0.56
42	44.50	0.41	0.47	0.52	0.57	0.63
48	50.80	0.46	0.52	0.58	0.64	0.70
54	57.56	0.51	0.58	0.65	0.72	0.79
60	61.61	0.54	0.61	0.68	0.76	0.83
64	65.67	0.56	0.64	0.72	0.80	0.87

*Calculated thicknesses for these sizes and pressure ratings are less than those shown above. Presently these are the lowest nominal thicknesses available in these sizes.

Pressure classes are defined as the rated water working pressure of the pipe in psi. The thicknesses shown above are adequate for the rated water working pressure plus a surge allowance of 100 psi. Calculations are based on a minimum yield strength in tension of 42,000 psi and 2.0 safety factor times the sum of working pressure and 100 psi surge allowance.

Thickness can be calculated for rated water working pressure and surges other than the above.

Ductile Iron pipe is available for water working pressures greater than 350 psi.

Pipe is available with thicknesses greater than Pressure Class 350.

F. STREET CROSSINGS

JEFFERSON PARISH DEPARTMENT OF ENGINEERING MAY REQUIRE WATER LINES TO BE INSTALLED IN STEEL CASINGS WHEN CROSSING MAJOR (To be defined by the department of engineering) STREETS.

WHEN PIPE IS INSTALLED IN CASINGS, COMMERCIALY FABRICATED CASING SPACERS MUST BE USED TO PREVENT DAMAGE TO PIPE AND BELL JOINTS DURING INSTALLATION AND TO PROVIDE PROPER LONG-TERM LINE SUPPORT. USE OF WOODEN SKIDS WILL NOT BE PERMITTED. PIPES IN CASINGS SHALL BE RESTRAINED AND SHALL NOT REST ON BELLS. CASING SPACERS MUST PROVIDE SUFFICIENT HEIGHT TO PERMIT CLEARANCE BETWEEN BELL JOINTS AND CASING WALLS (ALL CASING PIPE SHALL HAVE AN INSIDE CLEAR DIMENSION AT LEAST 2" GREATER THAN THE MAXIMUM OUTSIDE DIMENSION

Jefferson Parish Department of Engineering Water Distribution System General Standard Notes, Green Sheets, Appendix "C"
Revised: 01/26/2014

OF THE CARRIER PIPE BELL OR MECHANICAL JOINT RESTRAINTS). SPACE BETWEEN THE CASING AND THE CARRIER PIPE SHOULD NOT BE BACKFILLED. JEFFERSON PARISH APPROVED END CASING SEAL WITH STAINLESS STEEL BANDS SHOULD BE USED TO SEAL THE ENDS OF THE CASINGS.

END SEALS SHALL BE SEAMLESS PULL-ON FULL CONICAL SHAPED WRAP-AROUND AND ZIPPER STYLE END SEALS MAY BE ALLOWED WITH JEFFERSON PARISH ENGINEERING DEPARTMENT'S APPROVAL.

END CASING SEALS SHALL BE MANUFACTURED BY "CCI PIPELINE SYSTEMS", "ADVANCED PRODUCTS & SYSTEMS, INC.", OR APPROVED EQUAL.

CASING SPACERS SHALL BE HEAVY DUTY TWO-PIECE #304 STAINLESS STEEL SPACERS.

CASING SPACERS SHALL BE MANUFACTURED BY "CCI PIPELINE SYSTEMS" (MODEL CSS), "ADVANCED PRODUCTS & SYSTEMS, INC." (MODEL SSI), OR APPROVED EQUAL.

G. CANAL CROSSINGS

LONG-SPAN DUCTILE IRON PIPE SHALL BE USED AS PER MANUFACTURER'S RECOMMENDATIONS AND REQUIREMENTS FOR ALL CANAL CROSSINGS.

ALL EXPOSED FITTINGS AND JOINTS SHALL BE FLANGED WITH TORUSEAL "OR APPROVED EQUAL" GASKETS. UNDERGROUND FITTINGS AND JOINTS SHALL HAVE RESTRAINED MECHANICAL JOINTS. ALTERNATIVE DESIGNS MAY BE CONSIDERED IF JUSTIFIED BY SPECIAL FIELD CONDITIONS.

CANAL CROSSINGS SHALL BE SUPPORTED BY CONCRETE PILES UNLESS OTHERWISE PERMITTED BY THE JEFFERSON PARISH DEPARTMENT OF ENGINEERING.

H. CONFLICT BOXES

WATER LINES INSTALLED WITHIN CONFLICT MANHOLES SHALL HAVE NO JOINTS. DUCTILE IRON PIPES, UP TO 12" IN DIAMETER, ARE AVAILABLE IN 18" AND 20' LAYING LENGTHS (LARGER DIAMETER PIPES ARE LIMITED TO 18' LAYING LENGTH). FLANGED DUCTILE IRON PIPE MAY BE USED FOR SPANS LONGER THAN 20'.

Jefferson Parish Department of Engineering Water Distribution System General Standard Notes, Green Sheets, Appendix "C"
Revised: 01/26/2014

I. HDPE PIPE AND FITTINGS-

HIGH DENSITY POLYETHYLENE (PE) PIPE (and fittings) SHALL CONFORM TO CURRENT AWWA STANDARD C906, POLYETHYLENE (PE) PRESSURE PIPE AND FITTINGS, 4 IN. THROUGH 63 IN., FOR WATER DISTRIBUTION. (PE) PIPE (and fittings) SHALL CONFORM TO CURRENT REQUIREMENTS OF ASTM D3350 AND ASTM D2337 AND ALL PERTINENT ASTM AND ANSI SPECIFICATIONS FOR SPECIFYING, INSTALLATION AND ACCEPTANCE (PRESSURE TESTING AND DISINFECTING) OF WATER DISTRIBUTION SYSTEMS.

POLYETHYLENE PIPING SHALL BE JOINED BY THERMAL BUTT-FUSION, FLANGE ASSEMBLIES OR POLYETHYLENE MECHANICAL JOINT ADAPTERS BASED UPON MANUFACTURER'S RECOMMENDATIONS AND REQUIREMENTS.

POLYETHYLENE (PE) PIPE (and fittings) SHALL BE INSTALLED PER THE BURIAL-DESIGN GUIDANCE OF ASTM D2321 FOR THERMOPLASTIC PIPE.

POLYETHYLENE (PE) PIPE (and fittings) MATERIAL SHALL MEET THE REQUIREMENTS OF TYPE "III", CLASS "C", CATEGORY "5", GRADE "P34" AS DEFINED IN ASTM D1248, WITH STANDARD GRADE RATING OF 1600 PSI AT 73 DEGREES "F" AND HAVE A PPI RECOMMENDED DESIGNATION OF "PE 3408".

POLYETHYLENE (PE) PIPE (and fittings) SHALL BE SPECIFIED BY NOMINAL DUCTILE IRON PIPE SIZE AND SHALL MEET THE REQUIREMENTS OF STANDARD DIMENSION RATIO (SDR) 17 FOR DIRECT BURIAL. PIPES USED FOR DIRECTIONAL BORES, STANDARD JACKING AND BORING, HIGHWAY AND RAILWAY CROSSINGS SHALL BE SDR-11 OR GREATER STRENGTH IF REQUIRED BY SPECIAL DESIGN.

J. POLYETHYLENE (PE) PLASTIC TUBING

ALL POLYETHYLENE (PE) PLASTIC TUBING, ¼ INCH THROUGH 2 INCHES SHALL BE PE 3408, DR9, CONFORMING TO ASTM D2737. THE PE MATERIAL SHALL MEET OR EXCEED THE REQUIREMENTS OF D1248 FOR TYPE III, GRADE "P34", CLASS "C" MATERIAL. ALL BRONZE/BRASS FITTINGS, CONNECTORS, CORPORATION STOPS AND ANY OTHER APPLICABLE AND APPROPRIATE APPURTENANCES USED IN CONJUNCTION WITH PE TUBING SHALL BE OF DOMESTIC UNITED STATES OF AMERICA MANUFACTURE, SHALL BE MADE OF A LEAD FREE BRONZE/BRASS, AND MEET ALL CRITERIA SET FORTH BY AWWA, ASTM AND ANSI FOR USE OF THESE ITEMS IN POTABLE WATER DISTRIBUTION SYSTEMS.

9. FITTINGS

Jefferson Parish Department of Engineering, Water Distribution System General Standard Notes, Green Sheets, Appendix "C"
Revised: 01/30/2014

FITTINGS SHALL BE DUCTILE IRON FLANGED, MECHANICAL OR BOLTLESS RESTRAINED JOINTS MEETING ANSI/AWWA C110/A21.10 AND ANSI/AWWA C111/A21.11, CLASS 250, OR ANSI/AWWA C153/A21.53, CLASS 350, COMPACT STANDARD. ALL HYDRANT TEES SHALL BE SWIVEL TYPE.

DUCTILE IRON FITTINGS SHALL HAVE EITHER A FACTORY CEMENT MORTAR LINING AS PER ANSI/AWWA A21.4/C104, AND FACTORY ASPHALTIC EXTERIOR COATING, OR FACTORY APPLIED FUSION BONDED EPOXY COATING INSIDE AND OUT, IN ACCORDANCE WITH ALL APPLICABLE PROVISIONS OF AWWA C-550, PROTECTIVE EPOXY COATINGS.

POLYETHYLENE ENCASEMENT IN ACCORDANCE WITH ANSI/AWWA C105/A21.5 (MINIMUM 8 MIL THICK) SHALL BE REQUIRED FOR ALL DUCTILE IRON PIPES AND FITTINGS.

FITTINGS SHALL BE MANUFACTURED IN THE UNITED STATES OF AMERICA OR BE MANUFACTURED BY STAR PIPE PRODUCTS, SIGMA TYLER/UNION FOUNDRY, SIP OR NACIP WITH CURRENT ISO CERTIFICATION.

10. MINIMUM PIPE LENGTH

THERE SHALL BE A MINIMUM OF 24 INCHES OF STRAIGHT PIPE BEFORE, AFTER OR IN BETWEEN VALVES, FITTINGS, ETC.

11. PIPE AND FITTING JOINT STYLE:

A. DUCTILE IRON

DUCTILE IRON PIPES AND FITTINGS SHALL BE FLANGED (AERIAL/BRIDGE CROSSINGS), PUSH-ON, MECHANICAL, RESTRAINED MECHANICAL OR BOLTLESS RESTRAINED JOINTS MEETING ANSI/AWWA A21.51/C151 AND ANSI/AWWA A21.50/C150.

B. PVC

- **PUSH-ON JOINTS** - PUSH-ON JOINTS SHALL CONSIST OF AN INTEGRAL BELL WITH A FACTORY INSTALLED "LOCKED-IN" ELASTOMERIC GASKET. THE SPIGOT END OF EACH JOINT SHALL BE FACTORY BEVELED. ELASTOMERIC GASKET SHALL MEET THE REQUIREMENTS OF ASTM "D 3139" AND "F 477". RESTRAINING SHALL BE ACCOMPLISHED BY USE OF DUCTILE IRON MECHANICAL JOINTS RESTRAINER GLANDS OR BELL RESTRAINT HARNESS, ETC. WITH STAINLESS STEEL HARDWARE.

Jefferson Parish Department of Engineering, Water Distribution System General Standard Notes, Green Sheets, Appendix "C"
Revised: 01/30/2014

- **INTERNALLY RESTRAINED JOINTS** - THE FOLLOWING INTERNALLY RESTRAINED JOINT PIPES (NOT FOR DIRECTIONAL DRILL APPLICATIONS) WILL BE ALLOWED. DESIGN AND INSTALLATION OF THESE PIPES SHALL BE IN "TOTAL CONFORMANCE WITH THE MANUFACTURER'S RECOMMENDATIONS & REQUIREMENTS" AND ALL APPLICABLE PROVISIONS OF JEFFERSON PARISH STANDARDS:

- o EAGLE LOK 900TM (4"-12")
- o DIAMOND LOK-21® (4"-12")
- o CERTA-LOK C900/RJ (4"-8")

C. POLYETHYLENE

POLYETHYLENE PIPING SHALL BE JOINED BY THERMAL BUTT-FUSION, FLANGE ASSEMBLIES OR POLYETHYLENE MECHANICAL JOINT ADAPTERS BASED UPON MANUFACTURER'S RECOMMENDATIONS AND REQUIREMENTS.

12. RESTRAINED JOINTS

ALL VALVES, FITTINGS, PLUGS, REDUCERS, ETC., SHALL HAVE RESTRAINED JOINTS. HYDRANTS, HYDRANT VALVES AND HYDRANT TEES SHALL BE RESTRAINED UNLESS FIELD CONDITIONS AND / OR SPECIAL DESIGN CONDITIONS NECESSITATE. USE OF THRUST BLOCKING SHALL NOT BE PERMITTED. THRUST BLOCKS ARE PERMITTED ONLY WHEN ADEQUATE LENGTH OF PIPE CANNOT BE RESTRAINED DUE TO FIELD CONDITIONS AND/OR FOR TEMPORARY CONSTRUCTION. LENGTH OF RESTRAINED PIPES SHALL BE PER MANUFACTURER'S REQUIREMENTS. JEFFERSON PARISH WATER STANDARD DRAWINGS PROVIDE SOME MINIMUM LENGTHS FOR RESTRAINED PIPES IN OFFSETS. THESE MINIMUM REQUIREMENTS SHALL ONLY BE USED IF THE MANUFACTURER'S REQUIRED RESTRAINED LENGTHS, BASED ON SOIL TYPE, TRENCH TYPE, TEST PRESSURE, SAFETY FACTOR, DEPTH OF BURY, FITTING TYPE, NOMINAL SIZE, PIPE MATERIAL, ETC. ARE LESS THAN THESE MINIMUM REQUIREMENTS. IN-LINE VALVES SHALL BE RESTRAINED ADEQUATELY TO ENSURE STABILITY OF THE SYSTEM. UNLESS FIELD CONDITIONS AND / OR SPECIAL DESIGN CONDITIONS DO NOT PERMIT, IT IS REQUIRED THAT IN-LINE VALVES BE RESTRAINED A MINIMUM OF 20' FOR VALVES UP TO 8" AND 40' FOR LARGER VALVES.

Jefferson Parish Department of Engineering, Water Distribution System General Standard Notes, Green Sheets, Appendix "C"
Revised: 01/30/2014

13. PAINT (EXPOSED WATER LINES)

EXPOSED WATER LINES, SUCH AS AERIAL/BRIDGE CROSSINGS OVER DRAINAGE CANALS SHALL HAVE FACTORY APPLIED PRIMER WITH FIELD-FINISH SILVER ALUMINUM PAINT (ALUMINUM, QUICK DRY, 520 ENAMEL, IN GALLON CAN, BLP #520-26). PRIMER AND PAINT MATERIAL SHOULD BE FULLY COMPATIBLE WITH THE EXTERNAL ENVIRONMENT AND IN FULL CONFORMANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND REQUIREMENTS FOR THE INTENDED PURPOSE.

14. TAPPING SLEEVES

TAPPING SLEEVES FOR PVC, AC AND DUCTILE IRON SHALL BE MANUFACTURED OF 18-8 304 STAINLESS STEEL WITH STAINLESS STEEL FLANGE OR M.J. CONNECTION. TAPPING SLEEVES FOR PRE-STRESSED CONCRETE CYLINDER PIPE SHALL BE IN ACCORDANCE WITH AWWA MANUAL M-2. ALL NUTS AND BOLTS SHALL BE STAINLESS STEEL WITH ANTI-SEIZE COMPOUND OR HEAT TREATED TEFLON COATED COR-TEN. TAPPING SLEEVES SHALL BE MANUFACTURED BY ROMAC, CASCADE, POWERSEAL, SMITH-BLAIR, FORD METER BOX COMPANY, OR JCM.

15. TAPPING VALVES

VALVES USED FOR TAPPING OPERATION SHALL BE FLANGED BY MECHANICAL JOINT RESILIENT WEDGE GATE VALVES AND SHALL BE MANUFACTURED BY MUELLER, CLOW, M&H, AMERICAN FLOW CONTROL, U.S. PIPE OR KENNEDY. VALVES SHALL HAVE AN OUTLET AND CONNECTION SUITABLE FOR MAKE UP, TAPPING SLEEVE AND ADJACENT PIPE.

16. SERVICE SADDLES

SERVICE SADDLES FOR USE ON SERVICE TAPS AND WATER LINE BLOW-OFF INSTALLATIONS SHALL BE CASCADE STYLE CS12, SMITH-BLAIR 325, ROMAC STYLE 202BS. SADDLES WITH "U-BOLTS" SHALL NOT BE USED WITH PVC PIPE.

17. WATER SERVICE CONNECTIONS

WATER SERVICE CONNECTIONS, IF DISTURBED, SHALL BE REMOVED AND REPLACED FROM THE MAIN TO THE METER. NO SPLICING OF WATER SERVICE CONNECTIONS SHALL BE ALLOWED EVEN IF THE CONNECTIONS ARE BRAND NEW.

18. PIPE RESTRAINERS (PIPE RESTRAINTS)

Jefferson Parish Department of Engineering, Water Distribution System General Standard Notes, Green Sheets, Appendix "C"
Revised: 01/30/2014

A. APPLICABLE STANDARDS

ALL PIPE RESTRAINERS SHALL CONFORM TO THE FOLLOWING STANDARDS AND SPECIFICATIONS FOR MATERIAL, APPLICATION, COMPATIBILITY, COATING, ETC. AS APPLICABLE:

- ANSI/AWWA C110/A21.10
- ANSI/AWWA C111/A21.11
- ANSI/AWWA C153/A21.53
- AWWA C600
- ASTM A536, 65-45-12
- ASTM D2774
- ASTM E8

B. COATING

PIPE RESTRAINERS SHALL BE COATED BY A "FACTORY APPLIED FUSION BONDED EPOXY". BOTH "FUSION-BOND EPOXY POWDER COATING" AND "ELECTROCOATING"—IN STRICT ACCORDANCE WITH THE MANUFACTURER RECOMMENDATIONS, REQUIREMENTS AND SPECIFICATIONS—SHALL BE ACCEPTABLE.

a. FUSION-BOND EPOXY POWDER COATING

- **FASTENERS AND LUGS** SHALL BE COATED WITH A FLUOROPOLYMER MATRIX CONSISTING OF LUBRICATING COMPOUNDS, UV STABILIZERS AND COLORING AGENTS OR PIGMENTS APPLIED TO A SUBSTRATE PREPARED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. THIS COATING SHALL BE LOW VOC, RESIN BONDED AND THERMALLY CURED, SINGLE FILM, DRY LUBRICANT, PRIMARILY FORMULATED FOR USE ON FASTENERS. THE COATING SHALL BE DESIGNED TO PREVENT CORROSION AND IMPROVE TORQUE TENSION PERFORMANCE WHEN APPLIED TO FASTENERS. THE LUBRICITY OF THE COATING SHALL BE PROVIDED BY PROPER DISPERSION OF POLYTETRAFLUOROETHYLENE (PTFE) (WELL KNOWN BRAND NAME "TEFLON"). TOTAL COATING THICKNESS SHALL BE 0.7 TO 1.5 MIL.
- **GLANDS** SHALL BE COATED WITH A THERMOSETTING EPOXY RESIN COATING APPLIED TO A SUBSTRATE PREPARED IN ACCORDANCE WITH THE COATING MANUFACTURER'S RECOMMENDATIONS. BEFORE APPLYING THE COATING, THE SUBSTRATE MATERIAL SHALL BE PREHEATED TO ENHANCE ATTACHMENT OF THE COATING MATERIAL. THE POWDER COATING MATERIAL SHALL BE SPRAYED OR APPLIED USING AN

ELECTROSTATIC SPRAY OR FLUIDIZED BED. WHEN SPRAYING A DIFFERENTIAL VOLTAGE SHALL BE APPLIED TO THE COATING AND PART TO PROMOTE ATTRACTION OF THE COATING PARTICULATE. AFTER COATING, THE PART SHALL BE PLACED IN AN OVEN TO FULLY BOND AND CURE THE EPOXY. ANY TOUCH POINTS OR HOLIDAYS SHALL BE PATCHED TO INSURE 100% COVERAGE. COATING THICKNESS TO BE 8 MILS TO 16 MILS.

b. ELECTROCOATING

- ELECTROCOATED FASTENERS, LUGS, GLANDS, ETC. SHALL BE APPLIED PER SAMPLE SPECIFICATIONS FOR ELECTROCOATING INCLUDED IN THIS SECTION.

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THE PURPOSE OF PRESENTING THE FOLLOWING SAMPLE SPECIFICATIONS ON FUSION-BONDED EPOXY POWDER COATING AND ELECTROCOATING IS TO ESTABLISH CERTAIN MINIMUM STANDARDS OF QUALITY AND SUBSEQUENTLY IDENTIFYING PRODUCTS OF EQUAL QUALITY FOR "MATERIAL APPROVAL PROCESS". IF AND WHERE CERTAIN BRAND NAMES AND OR MATERIALS ARE MENTIONED, "THE APPROVED EQUAL" PHRASE WILL APPLY.

=====

c. FUSION-BOND EPOXY POWDER COATING SAMPLE SPECIFICATIONS

FUSION-BONDED EPOXY POWDER COATING SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS OR APPROVED EQUAL:

FUNCTIONAL CHARACTERISTICS - THE COATING POWDER SHALL HAVE THE FUNCTIONAL CHARACTERISTICS LISTED IN TABLE 1 WHEN APPLIED AT 1.5 - 4.0 MILS (3.0 MILS NOMINAL).

PROPERTIES	TEST METHOD	ACCEPTABLE VALUE
FLEXIBILITY	ASTM D522	180°, 0.250" MANDREL
PENCIL HARDNESS	ASTM D3363	2H MINIMUM
DIRECT/REVERSE IMPACT	ASTM D2794	≥ 160 IN. LBS.
CROSSHATCH ADHESION	ASTM D3359	100 % PASS 4B
SALT SPRAY RESISTANCE	ASTM B117	≥ 500 HOURS ON LESS THAN 1/8 INCHES UNDERCUT FROM X SCRIBE MARK
HUMIDITY RESISTANCE	ASTM D2247	≥ 1000 HOURS, NO BLISTERING
WEATHERABILITY	QUV-A-340	≥ 500 HOURS WITH ≤ 2 DELTA E (CIE L*a*b*) COLOR SHIFT OR 85-90% GLOSS RETENTION
SOLVENT RESISTANCE	PCI TEST PROCEDURE # 8	≥ 30 DOUBLE RUBS
POWDER STORAGE STABILITY	N/A	6 MOS. @ 70° F
ABRASION RESISTANCE	ASTM D4060, CS-10 WHEELS	≤ 0.037 GRAMS LOSS PER 1000 CYCLES

TABLE 1 FUNCTIONAL CHARACTERISTICS

APPEARANCE - THE COATING POWDER USED IN THIS APPLICATION SHALL HAVE THE APPEARANCE CHARACTERISTICS LISTED IN TABLE 2.

PROPERTIES	TEST METHOD	ACCEPTABLE VALUE
SMOOTHNESS	PCI SMOOTHNESS STANDARDS	CLASS 5 (MEDIUM ORANGE PEEL)
GLOSS 60°	ASTM D523	80% ± 5%
COLOR	CIE LAB	TO MATCH EBAA VISUAL STANDARD DE < 1.0
COLOR FASTNESS	ASTM G-154	≥ 120 HOURS NO COLOR CHANGE USING XENON ARC LIGHT SOURCE

TABLE 2 FINISH APPEARANCE CHARACTERISTICS

THE POWDER COATING SHOULD EXHIBIT A UNIFORM APPEARANCE WITHIN THE SPECIFIED FILM THICKNESS RANGE AND BE FREE OF DIRT, PINHOLING AND OTHER SURFACE DEFECTS. FURTHER, THE POWDER COATING SHALL BE RESISTANT TO VOIDS CAUSED BY OUTGASSING INHERENT IN CAST METAL PRODUCTS.

{THE COATING SHALL BE A FLUOROPOLYMER- METRIX CONSISTING OF LUBRICATING COMPOUNDS, UV STABILIZERS, AND COLORING AGENTS OR PIGMENTS, APPLIED TO A SUBSTRATE PREPARED IN ACCORDANCE WITH THE MANUFACTURERS RECOMMENDATIONS. THIS COATING IS TO BE LOW VOC, RESIN BONDED AND THERMALLY CURED, SINGLE FILM, DRY LUBRICANT, PRIMARILY FORMULATED FOR USE ON FASTENERS. THE COATING SHALL BE DESIGNED TO PREVENT CORROSION AND FACILITATE MAKE-UP TORQUE. THE LUBRICITY OF THE COATING SHALL PROVIDE A PROPER DISPERSION OF PTFE.

COATING IS TO BE APPLIED TO THE COMPONENT SUBSTRATE PREPARED IN ACCORDANCE WITH THE COATING MANUFACTURERS RECOMMENDATION, INCLUDING BUT NOT LIMITED TO, A CLEANER WASH, PHOSPHATING, RINSE, AND DRY PREPARATION. THE SPECIFIED COATING SHALL BE APPLIED AT A NOMINAL THICKNESS OF .35 MILS PER COAT, WITH A TOTAL OF 0.7 TO 1 MIL TOTAL DRY FILM THICKNESS AFTER TWO COATS ON ALL WEDGE AND WEDGE ACTUATOR COMPONENTS. NON-CRITICAL COMPONENTS SUCH AS THE TORQUE LIMITING TWIST OFF NUTS SHALL REQUIRE ONLY ONE COAT AS SPECIFIED ABOVE, AS THESE ITEMS ARE DISCARDED UPON USE.}}

d. **ELECTROCOATING SAMPLE SPECIFICATIONS**

ELECTROCOATING SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:

GLANDS SHALL BE EPOXY COATED VIA THE ELECTRO-COAT (E-COAT) PROCESS. THE E-COAT PROCESS SHALL BEGIN WITH A PRE-TREATMENT SYSTEM THAT INCLUDES A CLEANING STAGE, AND A PHOSPHATE SURFACE CONDITIONING IN ADDITION TO VARIOUS RINSING STAGES. ALL PARTS SHALL THEN BE IMMERSSED IN A HIGH QUALITY CATHODIC EPOXY. A DIFFERENTIAL VOLTAGE THROUGH THE PART AND THE COATING BATH SHALL BE USED TO ATTRACT THE POSITIVELY CHARGED COATING SOLIDS TO THE PRE-TREATED METAL SURFACE. THE COATED PART SHALL THEN BE CURED FOR 20 MINUTES AT 350 °F.

THE SELF-LIMITING ELECTRO-COATING PROCESS SHALL RESULT IN FILM THICKNESSES THAT VARY FROM 0.4 TO 1.5 MILS. THE RESULTING FILM PROPERTIES AND CORROSION RESISTANCE SHALL BE AS SPECIFIED IN THE TABLE BELOW:

E-coat Film Properties		
Property	Test Method	Performance
Film Thickness	None	0.4-1.5 mils
Gloss -- 60 Degree	ASTM D523-89	50-80
Pencil Hardness	ASTM D3363-00	2H minimum
Direct Impact	ASTM D2794-93	100 in-lb minimum
Reverse Impact	ASTM D2794-93	60 in-lb minimum
Cross-hatch Adhesion	ASTM D3359-97	4B-5B
Humidity	ASTM D1735-99	500 hr. minimum
Water Immersion	ASTM D870-90	250 hr. minimum
Gravelometer	GM 9508 P	6 minimum
Rust Spot	GM 9632P	40 Rust Spot (avg.)
CORROSION RESISTANCE:		
Salt Spray 500 Hours	ASTM B117-97	0 mm
Salt Spray 1000 Hours	ASTM B117-97	0-1 mm
20 Cycle Scab	GM9511P	0-1 mm

THE EPOXY SHALL PROVIDE EXCELLENT EDGE COVERAGE AND SUPERIOR CORROSION RESISTANCE WITHOUT THE USE OF HEAVY METALS. THE COATING SHALL BE FREE FROM LEAD. THE VOLATILE ORGANIC COMPOUND (VOC) CONTENT SHALL BE LESS THAN 0.7 LBS/GALLON.

C. **MATERIAL**

MECHANICAL JOINT PIPE RESTRAINERS SHALL BE MANUFACTURED AND MADE OF GRADE 60-42-12 OF DUCTILE IRON, WHICH EXCEEDS MINIMUM REQUIREMENTS OF "ASTM A536" ALL THREADED PARTS SUCH AS BOLTS, NUTS, RODS, WEDGES, WEDGE ACTUATORS, ETC. SHALL BE HEAT TREATED TEFLON COATED COR-TEN. WEDGES AND WEDGE ACTUATORS MAY BE ELECTROCOATED.

D. **MANUFACTURER**

PIPE RESTRAINTS SHALL BE COATED BY A "FACTORY APPLIED FUSION BONDED EPOXY" IN ACCORDANCE WITH THESE SPECIFICATIONS AND SHALL BE ONE OF THE FOLLOWING PRODUCTS.

I. **DUCTILE IRON PIPE**

a. **EBAA IRON**

- SERIES 1100 MEGALUG MECHANICAL JOINT RESTRAINT FOR DUCTILE IRON PIPE
- SERIES 1700 MEGALUG RESTRAINT HARNESS FOR DUCTILE IRON PUSH ON PIPE JOINTS
- SERIES 1100SD MEGALUG RESTRAINT FOR EXISTING MECHANICAL JOINTS ON DUCTILE IRON PIPE
- SERIES 1100HD MEGALUG RESTRAINT HARNESS FOR EXISTING PUSH ON JOINTS DUCTILE IRON PIPE
- SERIES 1100SDB MEGALUG MID SPAN RESTRAINT FOR DUCTILE IRON PIPE

b. **STAR**

- STARGRIP SERIES 3000 MECHANICAL JOINT WEDGE ACTION RESTRAINT FOR DUCTILE IRON PIPE.
- OVERSIZED STARGRIP SERIES 3000S MECHANICAL JOINT WEDGE ACTION RESTRAINT FOR A, B, C, & D PIT CAST PIPE
- SPLIT STARGRIP SERIES 3000S MECHANICAL JOINT WEDGE ACTION RESTRAINT FOR NEW OR EXISTING DUCTILE IRON PIPE.
- TANDEM STARGRIP SERIES 3000T FOR HIGH PRESSURE DI PIPE TO MJ FITTING APPLICATIONS
- STARGRIP SERIES 3100P WEDGE ACTION RESTRAINT FOR DUCTILE IRON PIPE BELLS - NEW INSTALLATIONS

- SPLIT STARGRIP SERIES 3100S SPLIT WEDGE ACTION RESTRAINT FOR DUCTILE IRON PIPE- NEW OR EXISTING INSTALLATION

c. **SIGMA**

- ONE-LOK SERIES SLDEH MECHANICAL JOINT RESTRAINER GLAND
- ONE-LOK SERIES D-SLDE WEDGE ACTION RESTRAINT
- ONE-LOK SERIES SSLD SPLIT GLAND MECHANICAL JOINT WEDGE ACTION RESTRAINT FOR EXISTING DUCTILE IRON PIPE
- ONE-LOK SSLDH SPLIT BELL RESTRAINT FOR EXISTING DUCTILE IRON PUSH-ON PIPE BELLS.
- ONE-LOK SERIES SLDM MODIFIED MECHANICAL JOINT WEDGE ACTION RESTRAINER GLAND FOR CLASS A, B, C AND D CAST IRON PIPES

d. **ROMAC**

- GRIP RING PIPE RESTRAINER
- ROMAGRIP FOR DUCTILE IRON PIPE - DOMESTIC (3" - 24") AND IMPORTED (30" - 48")
- STYLE 611 FOR BELL & SPIGOT JOINTS, ROMAC COUPLINGS AND TRANSITIONS
- STYLE 612 FOR MECHANICAL JOINTS

e. **FORD**

- UNI-FLANGE SERIES 1400 WEDGE ACTION RETAINER GLAND FOR DUCTILE IRON PIPE
- UNI-FLANGE SERIES 1450 WEDGE ACTION RESTRAINER FOR PUSH-ON JOINTS OF DUCTILE IRON PIPE (NEW INSTALLATION ONLY)

f. **TYLER UNION**

- SERIES 1000 TUF GRIP WEDGE ACTION MECHANICAL JOINT RESTRAINT FOR DUCTILE IRON PIPE
- MJ FIELD LOK FOR DUCTILE IRON PIPE

g. **SMITH-BLAIR**

- CAM-LOCK 111 JOINT RESTRAINTS FOR DUCTILE IRON PIPE
- BELL-LOCK SERRATED JOINT RESTRAINTS

II. **PVC PIPE**

a. **EBAA IRON**

- SERIES 2000PV MEGALUG RESTRAINT FOR MECHANICAL JOINTS ON C900, C905 AND IPS OD (CLASS) PVC PIPE
- SERIES 2000SV MEGALUG RESTRAINT FOR EXISTING MECHANICAL JOINTS ON C900 AND IPS OD (CLASS) PVC PIPE
- SERIES 2200 MEGALUG RESTRAINT FOR MECHANICAL JOINTS ON C905 PVC PIPE (FOR LARGER PIPES)
- SERIES 2800 MEGALUG BELL RESTRAINT HARNESS FOR C905 PVC PIPE
- SERIES 1500 BELL RESTRAINT HARNESS FOR C900 PVC PIPE
- SERIES 15PF00 RESTRAINT FOR C900 PVC PIPE AT DUCTILE IRON FITTINGS
- SERIES 1600 BELL RESTRAINT HARNESS FOR C900 PVC PIPE
- SERIES 2500 RESTRAINT FOR C900 PVC PIPE AT PVC FITTINGS
- SERIES 1100HV RESTRAINT FOR EXISTING PUSH-ON JOINTS FOR C905 PVC

b. **STAR**

- STARGRIP SERIES 4000 MECHANICAL JOINT WEDGE ACTION RESTRAINT FOR AWWA C900/C905 AND IPS PVC PIPE
- STARGRIP SERIES 4100P WEDGE ACTION RESTRAINT FOR AWWA C900/C905 PVC PIPE BELLS - NEW INSTALLATION ONLY

c. **SIGMA**

- PV-LOK SERIES PVM FOR A MECHANICAL JOINT FITTING TO A PVC PIPE
- PV-LOK SERIES PVP FOR SPIGOT PVC TO PVC PIPE BELLS
- PV-LOK SERIES PVPF FOR PVC PUSH-ON FITTINGS
- ONE-LOK SERIES D-SLC MECHANICAL JOINT WEDGE ACTION RESTRAINING GLAND FOR PVC PIPE.
- ONE-LOK SLCEH RESTRAINED JOINT HARNESS FOR NEW PVC PUSH-ON PIPE BELLS.
- MODEL PWH RESTRAINED JOINT HARNESS ASSEMBLY FOR NEW OR EXISTING PVC PUSH- BELLS.

d. **ROMAC**

- GRIP RING PIPE RESTRAINER FOR C-900 AND IPS SIZE PVC
- ROMAGRIP FOR PVC PIPE - DOMESTIC (3" - 24")
- STYLE 470MJ FOR MECHANICAL JOINTS (C905 ONLY)
- STYLE 470SJ FOR BELL JOINTS & COUPLINGS

- c. **FORD**
 - UNI-FLANGE BLOCK BUSTER SERIES 1300 RESTRAINT DEVICE FOR PVC PIPE USED WITH MECHANICAL JOINT/PUSH-ON FITTINGS (4" - 16" "C" STYLE CAN BE USED ON DUCTILE IRON PIPE)
 - UNI-FLANGE BLOCK BUSTER SERIES 1350 RESTRAINT DEVICE FOR PVC PIPE BELL JOINTS
 - UNI-FLANGE BLOCK BUSTER SERIES 1360 RESTRAINT DEVICE FOR PVC PRESSURE FITTINGS
 - UNI-FLANGE BLOCK BUSTER SERIES 1390 RESTRAINT DEVICE FOR PVC PIPE BELL JOINTS
- f. **TYLER UNION**
 - SERIES 2000 TUF GRIP WEDGE ACTION MECHANICAL JOINT RESTRAINT FOR PVC PIPE
 - MJ FIELD LOK FOR PVC PIPE
 - SERIES 3000 BELL JOINT RESTRAINT FOR C900 OR IPS PVC PIPE TO PIPE
 - SERIES 3000 PVC C900/905 PIPE TO PUSH-ON FITTINGS
 - SERIES 3000 MJ PVC C900/905 PIPE TO MJ FITTINGS
- g. **SMITH-BLAIR**
 - CAM-LOCK 120 JOINT RESTRAINTS FOR PVC PIPE
 - BELL-LOCK SERRATED JOINT RESTRAINTS

- XR501 EXTENDED-RANGE COUPLING
 - RC501 REDUCING COUPLING
- b. **FORD**
 - STYLE FC1 STRAIGHT COUPLING
 - STYLE FC2A TRANSITION COUPLING
 - STYLE FRC REDUCING COUPLING
 - STYLE FC2W LONG SLEEVE WIDE-RANGE COUPLING

- c. **SMITH-BLAIR**
 - ~~SERIES 441 STRAIGHT AND TRANSITION COUPLING STANDARD LENGTH~~
 - SERIES 442 LONG SLEEVE TRANSITION COUPLING IN SIZES 10" - 16"
 - ~~SERIES 413 STEEL TRANSITION COUPLING IN SIZES 18" - 36"~~
 - QUANTUM, 462, WIDE-RANGE COUPLING

NOMINAL PIPE SIZE, INCHES.	TRANSITION COUPLING MINIMUM LENGTH, INCHES.
4, 6, 8	12
10, 12, 14, 16	18
18, 20, 24, 30, 36	24

19. **COUPLINGS**

A. **LONG BODY TRANSITIONAL, DUCTILE IRON, COUPLINGS**

LONG BODY TRANSITIONAL COUPLINGS IN ACCORDANCE WITH THE FOLLOWING TABLE, SHALL BE USED FOR CONNECTING PROPOSED/NEW PIPES TO EXISTING PIPES OF DIFFERENT MATERIAL, FOR EXAMPLE, "PVC C-900" TO "AC" OR "CAST IRON". EXTENDED-RANGE OR WIDE-RANGE COUPLINGS SHALL BE MINIMUM 12" LONG. STANDARD COUPLINGS' SLEEVE OR BARREL LENGTH SHALL BE PER TABLE PROVIDED BELOW. LONG BODY TRANSITIONAL COUPLINGS SHALL BE:

- a. **ROMAC**
 - 501 STRAIGHT, TRANSITION, LONG BARREL COUPLING

Jefferson Parish Department of Engineering Water Distribution System General Standard Notes, Green Sheets, Appendix "C"
Revised: 01/30/2014

B. **SPECIAL COUPLINGS**

a. **HYMAX SERIES 2000**

"HYMAX" SERIES 2000 TRANSITION COUPLINGS AS SUPPLIED BY TOTAL PIPING SYSTEMS SHALL BE FURNISHED WITH 2 STAINLESS STEEL NUTS AND BOLTS WITH ANTI-SEIZE COMPOUND COATING. POLYETHYLENE ENCASEMENT IN ACCORDANCE WITH ANSI/AWWA C105/A21.5 (MINIMUM 8 MIL THICK) SHALL BE REQUIRED FOR ALL COUPLINGS.

b. **MACRO TWO-BOLT EXTENDED RANGE COUPLING**

"MACRO" TOW-BOLT EXTENDED RANGE COUPLINGS AS SUPPLIED BY ROMAC INDUSTRIES, INC. SHALL BE FURNISHED WITH 2 STAINLESS STEEL NUTS AND BOLTS WITH ANTI-SEIZE COMPOUND

Jefferson Parish Department of Engineering Water Distribution System General Standard Notes, Green Sheets, Appendix "C"
Revised: 01/30/2014

COATING. POLYETHYLENE ENCASEMENT IN ACCORDANCE WITH ANSI/AWWA C105/A21.5 (MINIMUM OF 8 MIL THICK) SHALL BE REQUIRED FOR ALL COUPLINGS.

c. **TOP BOLT, 421, WIDE RANGE COUPLING**

"TOP BOLT" 2-BOLT WIDE RANGE COUPLING SYSTEM AS SUPPLIED BY SMITH-BLAIR, INC. SHALL BE FURNISHED WITH 2 STAINLESS STEEL NUTS AND BOLTS WITH ANTI-SEIZE COMPOUND COATING. POLYETHYLENE ENCASEMENT IN ACCORDANCE WITH ANSI/AWWA C105/A21.5 (MINIMUM OF 8 MIL THICK) SHALL BE REQUIRED FOR ALL COUPLINGS.

SHALL HAVE A 5 1/4 INCH INLET CONNECTION WITH TWO 2 1/2 INCH HOSE NOZZLES AND ONE 4 1/4 INCH PUMPER NOZZLE. ALL NOZZLES SHALL HAVE NATIONAL STANDARD THREADS. HYDRANTS SHALL HAVE A 1 1/4 INCH OPERATING NUT. LEFT HAND OPENING (COUNTER-CLOCKWISE). ALL HYDRANTS FOR THE WEST JEFFERSON WATER DISTRICT SHALL BE MUELLER SUPER CENTURION 250 (MUELLER NO. A423), KENNEDY GUARDIAN (MODEL K81D) OR AMERICAN DARLING (MODEL B-84-B-5). COLOR OF HYDRANT SHALL BE SILVER ALUMINUM, TO MEET OR EXCEED ANSI/AWWA STANDARD C502. EXISTING FIRE HYDRANTS AFFECTED BY THE PROJECT SHALL BE REMOVED AND REPLACED AND NOT BE REUSED/RELOCATED.

20. **BOLTS AND NUTS**

ALL BOLTS AND NUTS SHALL BE STAINLESS STEEL WITH ANTI-SEIZE COMPOUND OR HEAT TREATED TEFLON COATED COR-TEN.

21. **FIRE HYDRANTS:**

A. **EASTBANK FIRE HYDRANTS**

EASTBANK FIRE HYDRANTS SHALL BE THREE WAY COMPRESSION TYPE (OPENING AGAINST PRESSURE) CONFORMING TO AWWA C-502. HYDRANTS SHALL HAVE A 5 1/4 INCH INLET CONNECTION WITH TWO 2 1/2 INCH NOZZLES AND ONE 4 1/4 INCH PUMPER NOZZLE. ALL NOZZLES SHALL HAVE THE NEW ORLEANS SEWERAGE AND WATER BOARD THREAD STANDARDS. HYDRANTS SHALL HAVE A 1 1/8 INCH OPERATING NUT. RIGHT HAND OPENING (CLOCKWISE). ALL HYDRANTS FOR THE EAST JEFFERSON WATER DISTRICT SHALL BE MUELLER (NO. A423), KENNEDY GUARDIAN (MODEL K81D) OR AMERICAN DARLING (MODEL B-84-B-5). COLOR OF HYDRANT SHALL BE SILVER ALUMINUM, TO MEET OR EXCEED ANSI/AWWA STANDARD C502. EXISTING FIRE HYDRANTS AFFECTED BY THE PROJECT SHALL BE REMOVED AND REPLACED AND NOT BE REUSED/RELOCATED.

B. **WESTBANK FIRE HYDRANTS**

WESTBANK FIRE HYDRANTS SHALL BE THREE WAY, COMPRESSION TYPE (OPENING AGAINST PRESSURE) CONFORMING TO AWWA C-502. HYDRANTS

Jefferson Parish Department of Engineering Water Distribution System General Standard Notes, Green Sheets, Appendix "C"
Revised: 01/30/2014

C. **PRIVATE FIRE HYDRANTS**

FIRE HYDRANTS PLACED ON A PRIVATE FIRE LINE MUST MEET THE REQUIREMENTS OF JEFFERSON PARISH REGARDING MANUFACTURE, DIRECTION OF OPENING, HOSE CONNECTION SIZE, ETC. PRIVATE HYDRANTS SHALL BE PAINTED RED AND SHALL HAVE BURIED CHECK VALVES (SIMILAR TO FIRE SERVICE CONNECTIONS) AT EACH CONNECTION TO THE PARISH WATER SYSTEM.

D. **MINIMUM REQUIRED FIRE FLOW FOR PROPOSED SUBDIVISIONS**

MINIMUM REQUIRED FIRE FLOW FOR RESIDENTIAL SUBDIVISION FIRE HYDRANTS SHALL BE "1000 GPM"† @ "20 PSI" RESIDUAL PRESSURE. MINIMUM REQUIRED FIRE FLOW FOR COMMERCIAL AND INDUSTRIAL SITES SHALL BE DESIGNED PER JEFFERSON PARISH FIRE DEPARTMENT'S LATEST REQUIREMENTS.

† THE 1000 GPM REQUIREMENT HAS BEEN ADOPTED FROM NATIONAL FIRE PROTECTION ASSOCIATION (NFPA). THE FOLLOWING IS LANGUAGE FROM "NFPA" CONCERNING FIRE FLOWS IN ONE AND TWO FAMILY DWELLINGS UP TO 3600 SQUARE FEET ALONG WITH A COPY OF THE TABLE FOR THOSE ABOVE 3600 SQUARE FEET AND OTHER STRUCTURES.

H.5 Fire Flow Requirements for Buildings:

H.5.1 One- and Two-Family Dwellings. The minimum fire flow and flow duration requirements for one- and two-family dwellings having a fire area that does not exceed 3600 ft² (334.5 m²) shall be 1000 gpm (3785 L/min) for 1 hour. Fire flow and flow duration for dwellings having a fire area in excess of 3600 ft² (334.5 m²) shall not be less than that specified in Table H.5.1. NFPA 1 Fire Prevention Code.

Jefferson Parish Department of Engineering Water Distribution System General Standard Notes, Green Sheets, Appendix "C"
Revised: 01/30/2014

H.5.2 Buildings Other Than One- and Two-Family Dwellings. The minimum fire flow and flow duration for buildings other than one- and two-family dwellings shall be as specified in Table H.5.1. (The attached Table screen shot)

H.5.2.1 A reduction in required fire flow of up to 75 percent, as approved, shall be permitted when the building is protected throughout by an approved automatic sprinkler system. The resulting fire flow shall not be less than 1000 gpm (3785 L/min.).

H.5.2.2 A reduction in required fire flow of up to 75 percent, as approved, shall be permitted when the building is protected throughout by an approved automatic sprinkler system, which utilizes quick response sprinklers throughout. The resulting fire flow shall not be less than 600 gpm (2270 L/min.).

Building Type	Minimum Fire Flow (gpm)	Flow Duration (min)
1-2 Family Dwellings	1500	15
3-4 Family Dwellings	1500	15
5-9 Family Dwellings	1500	15
10-19 Family Dwellings	1500	15
20-49 Family Dwellings	1500	15
50-99 Family Dwellings	1500	15
100-499 Family Dwellings	1500	15
500-999 Family Dwellings	1500	15
1000-4999 Family Dwellings	1500	15
5000-9999 Family Dwellings	1500	15
10000+ Family Dwellings	1500	15
Other Building Types	1500	15

F. **DEAD-END LINES**

DEAD-END LINES, WHICH SUPPLY FIRE HYDRANTS, SHALL NOT EXCEED 600 FEET IN LENGTH FOR LINE SIZES LESS THAN 10 INCH IN DIAMETER. EXCEPTION TO THIS REQUIREMENT, WITH JEFFERSON PARISH FIRE DEPARTMENT'S APPROVAL, IS WHEN DESIGN CALCULATIONS WOULD DEMONSTRATE AVAILABILITY OF MINIMUM REQUIRED FIRE FLOW OF "1000 GPM" @ "20 PSI" RESIDUAL PRESSURE FOR THE DEAD-END FIRE HYDRANT.

ANY FACILITY THAT REQUIRES FIRE PROTECTION SHALL NOT BE FARTHER THAN 200 FEET FROM A FIRE HYDRANT. THIS REQUIREMENT MAY BE WAIVED (MODIFIED) BY THE JEFFERSON PARISH FIRE DEPARTMENT.

G. **HYDRANT VALVES**

A 6 INCH RESILIENT SEAT GATE VALVE (NRS) SHALL BE INSTALLED ON ALL NEW HYDRANT LEADS REGARDLESS OF WATER LINE SIZE.

H. **HYDRANT TEES**

ALL HYDRANT TEES SHALL BE SWIVEL TYPE.

I. **HYDRANT SPACING**

FIRE HYDRANT SPACING SHALL NOT BE GREATER THAN 400 FEET IN RESIDENTIAL AREAS, OR 350 FEET IN COMMERCIAL AREAS. ANY FACILITY THAT REQUIRES FIRE PROTECTION SHALL NOT BE FARTHER THAN 200 FEET FROM A FIRE HYDRANT.

22. **VALVES:**

A. **GATE VALVES**

ALL GATE VALVES, 4 INCH - 12 INCH, SHALL HAVE DUCTILE IRON BODIES, BRONZE STEM RESILIENT SEAT TYPE WITH A MINIMUM 200 P.S.I. WORKING PRESSURE. GATE VALVES SHALL CONFORM TO AWWA C509 OR C515 AND HAVE A NON-RISING STEM, 2 INCH OPERATING NUT AND OPEN IN A COUNTER-CLOCKWISE DIRECTION (LEFT HAND OPENING). GATE VALVES SHALL HAVE A FACTORY APPLIED EPOXY COATING AND HAVE STAINLESS STEEL OR HEAT TREATED TEFLON COATED COR-TEN BOLTS AND NUTS. NO CADMIUM PLATED

RESILIENT SEATED CHECK VALVES SHALL BE MANUFACTURED FROM DUCTILE IRON MEETING OR EXCEEDING ASTM A536. VALVES SHALL BE RATED FOR 250 PSIG COLD WATER WORKING PRESSURE. VALVES SHALL HAVE A METAL DISC FULLY ENCAPSULATED WITH EPDM RUBBER. DISC TRAVEL TO CLOSURE SHALL NOT BE MORE THAN 35 DEGREES AND SHALL SEAL WITH NO LEAKAGE AT PRESSURES ABOVE 5 PSIG. VALVES TO BE COATED WITH FUSION-BONDED EPOXY ON ALL INTERNAL AND EXTERNAL FERROUS SURFACES. BODY TO BONNET FASTENERS TO BE TYPE 304 STAINLESS STEEL. EXPOSED METALLIC RINGS ARE NOT ALLOWED. DISC SHALL BE THE ONLY ALLOWABLE MOVING PART. NO O-RINGS, PIVOT PINS OR OTHER BEARINGS ARE ALLOWED.

VALVES SHALL BE SUITABLE FOR DIRECT BURIAL, AND BE OF DOMESTIC UNITED STATES OF AMERICA MANUFACTURE.

REFER TO THE "VALVE COMPARISON CHART" (SECTION 21.F) FOR VALVE MANUFACTURERS AND MODELS.

D. **VALVE LOCATION AND SPACING**

VALVES SHALL BE INSTALLED AS PER PROJECT / SUBDIVISION PLANS AND SHALL MEET THE FOLLOWING MINIMUM JEFFERSON PARISH VALVE REQUIREMENTS: 1) VALVES SHALL BE INSTALLED AT EACH INTERSECTION, IN ACCORDANCE WITH JEFFERSON PARISH STANDARD DRAWINGS. 2) VALVES SHALL BE PLACED SO THAT NO SINGLE CASE OF PIPE BREAKAGE SHALL REQUIRE SHUTTING OFF FROM SERVICE AN ARTERY, OR MORE THAN 500 FEET OF PIPE IN HIGH VOLUME DISTRICTS (RESIDENTIAL OR COMMERCIAL), OR MORE THAN 800 FEET OF PIPE IN ANY AREA (TRANSMISSION LINES). ANY DISCREPANCIES BETWEEN THESE PLANS AND JEFFERSON PARISH MINIMUM REQUIREMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO CONSTRUCTION.

E. **LOCATION IDENTIFICATION**

THE SYMBOL "v" (LETTER "V", UPSIDE DOWN) SHALL BE PLACED IN THE FACE OF THE CURB POINTING TO ALL WATER VALVES (EXCLUDING FIRE HYDRANT VALVES).

E. **LOOPED LINES**

FIRE HYDRANTS SHALL BE SUPPLIED BY NOT LESS THAN AN 8 INCH DIAMETER LINE IN LOOPED SYSTEMS.

NUTS AND BOLTS ARE PERMITTED. GATE VALVES SHALL BE MANUFACTURED BY MUELLER, AMERICAN FLOW CONTROL, M & H, CLOW, OR U.S. PIPE. VALVES MUST BE OF DOMESTIC UNITED STATES OF AMERICA MANUFACTURE.

B. **BUTTERFLY VALVES**

ALL VALVES 14 INCHES AND LARGER SHALL BE BUTTERFLY VALVES CONFORMING TO AWWA C504, CLASS 150B. VALVES SHALL BE SHORT BODY DESIGN WITH MECHANICAL OR FLANGED ENDS AND OPERATE BY TURNING A TWO (2) INCH OPERATING NUT IN A COUNTER-CLOCKWISE DIRECTION (LEFT HAND OPENING). BUTTERFLY VALVES SHALL HAVE A FACTORY APPLIED EPOXY COATING AND HAVE STAINLESS STEEL OR HEAT TREATED TEFLON COATED COR-TEN BOLTS AND NUTS. NO CADMIUM PLATED NUTS AND BOLTS ARE PERMITTED. BUTTERFLY VALVES SHALL BE MANUFACTURED BY HENRY PRATT COMPANY, MUELLER COMPANY, M & H, CLOW OR DZURICH. VALVES MUST BE OF DOMESTIC UNITED STATES OF AMERICA MANUFACTURE.

C. **CHECK VALVES (AWWA C-508)**

a. **METAL SEATED SWING CHECK VALVES**

CHECK VALVES SHALL BE PLAIN TYPE WITH BRONZE MOUNTING SUITABLE FOR DIRECT BURIAL, AND BE OF DOMESTIC UNITED STATES OF AMERICA MANUFACTURE.

CHECK VALVES 3 INCH TO 12 INCH IN SIZE SHALL BE A PLAIN SWING CHECK TYPE WITH A CAST IRON OR DUCTILE IRON BODY, STAINLESS STEEL HINGE PIN, BRONZE DISC AND SEAT RING. THE VALVE SHALL BE SUITABLE FOR DIRECT BURIAL AND SHALL HAVE FLANGED OR MECHANICAL JOINT ENDS. VALVES SHALL BE OF DOMESTIC UNITED STATES OF AMERICA MANUFACTURE.

REFER TO THE "VALVE COMPARISON CHART" (SECTION 21.F) FOR VALVE MANUFACTURERS AND MODELS.

b. **RESILIENT SEATED SWING CHECK VALVES**

F. VALVE COMPARISON CHART

THE FOLLOWING, DRAFT, "VALVE COMPARISON CHART" HAS BEEN INCLUDED IN THESE "GENERAL STANDARD NOTES". THIS CHART INCLUDES ADDITIONAL INFORMATION, AND ALSO IS MEANT TO BE USED AS A QUICK REFERENCE. ALL OTHER REFERENCES TO VALVES INCLUDED IN THESE "GENERAL STANDARD NOTES" SHALL REMAIN VALID.

VALVE COMPARISON CHART

Manufacturer	DIRECT BURIAL				
	Metal Seated Swing Check Valves	Resilient Seated Check Valves	Gate Valves	Butterfly Valves	Tapping Valve
Mueller	A2602-6	A2600-6	A-2360	Lineal III, Lineal XPi, Lineal XP	T-2360-19
Clow	F-5380	1106	2639	4500 & 1450	2639
American Flow Control	52-5C	Series 2100	Series 2500		Series 2500
M&H	59-02	506	4067	450&1450	
ARD	1106	506	2640	450 & 1450	
Kennedy	1106	506	8571	450&1450	
Crispin		RF series		500 & 47	
U.S. PIPE					
Apco/Dexurik	CVS-6000	CRF		BAW	
Henry Pratt	8001, 9001, 8501	8001, 9001, 8501, RD Series (Flex Check)		Grounding, Trans KR-70, 3PI, 2MI, 14MI, HP 250R, HP250	

(THE TERM "DRAFT" IS USED TO INDICATE THAT THIS "VALVE COMPARISON CHART" MAY NOT BE COMPREHENSIVE AND PART NUMBERS MAY NOT BE UP TO DATE!)

23. METERS:

A. RESIDENTIAL METERS

RESIDENTIAL METERS (2" OR SMALLER) SHALL BE PROVIDED BY AND INSTALLED BY THE JEFFERSON PARISH DEPARTMENT OF WATER. APPLICANTS SHALL CONTACT THE JEFFERSON PARISH DEPARTMENT OF WATER, EASTBANK (736-6072/73) OR WESTBANK (349-5075), OFFICES TO REQUEST FOR RESIDENTIAL METERS. ALL APPLICABLE FEES ARE PAYABLE TO THE DEPARTMENT OF WATER.

B. IRRIGATION/GARDEN METERS

IRRIGATION/GARDEN WATER METERS (2" OR SMALLER) SHALL BE PROVIDED BY AND INSTALLED BY THE JEFFERSON PARISH DEPARTMENT OF WATER. APPLICANTS SHALL CONTACT THE JEFFERSON PARISH DEPARTMENT OF WATER, EASTBANK (736-6072/73) OR WESTBANK (349-5075), OFFICES TO REQUEST FOR IRRIGATION/GARDEN WATER METERS. ALL APPLICABLE FEES ARE PAYABLE TO THE DEPARTMENT OF WATER.

C. COMMERCIAL METERS 2 INCH OR SMALLER

ALL WATER METERS 2 INCH OR SMALLER SHALL BE PROVIDED BY AND INSTALLED BY THE JEFFERSON PARISH DEPARTMENT OF WATER. APPLICATIONS FOR ALL COMMERCIAL WATER METERS SHALL BE MADE TO THE DEPARTMENT OF ENGINEERING (504) 736-6814 PRIOR TO SCHEDULING ANY CONSTRUCTION. THE APPLICANT SHALL COMPLETE A WATER METER VERIFICATION FORM AS REQUIRED BY THE DEPARTMENT OF ENGINEERING.

D. COMMERCIAL WATER METERS 3 INCH AND LARGER

ALL WATER METERS 3 INCH AND LARGER, SHALL BE FURNISHED AND INSTALLED BY THE APPLICANT. METERS 3 INCH AND LARGER SHALL BE OF THE TYPE AND MANUFACTURER SPECIFIED BY THE DEPARTMENT OF ENGINEERING. CONTACT THE DEPARTMENT OF ENGINEERING FOR REQUIRED METER SPECIFICATIONS PRIOR TO ORDERING ANY METER EQUIPMENT OR MATERIALS. ALL METERS 3 INCH AND LARGER SHALL BE FURNISHED WITH A STRAINER. BY-PASS METERS, IF REQUESTED BY THE OWNER AND/OR IF DEEMED NECESSARY BY THE JEFFERSON PARISH DEPARTMENT OF WATER, SHALL BE 2 INCH MINIMUM. THE APPLICANT MUST PRESENT A RECEIPT FOR ALL REQUIRED FEES AND DEPOSITS (CONSUMER RECEIPT) ON THE INSTALLATION TO THE DEPARTMENT OF ENGINEERING, INSPECTION DIVISION, (736-6793) PRIOR TO ANY CONSTRUCTION.

E. METER ELEVATION

THE CONTRACTOR SHALL EXPOSE THE LINE TO DETERMINE DEPTH OF THE METER BOX. METER ELEVATION IS TO BE DETERMINED BY THE DEPARTMENT OF ENGINEERING. THE MAXIMUM DISTANCE BETWEEN GROUND SURFACE AND THE CENTERLINE OF THE WATER METER SHALL BE 24 INCHES UNLESS OTHERWISE AUTHORIZED BY THE DEPARTMENT OF ENGINEERING.

F. METER VAULTS INSTALLATION

MATERIALS TO BE USED IN CONSTRUCTION OF METER VAULTS INSTALLED IN TRAFFIC AREAS MAY BE COMMON BRICK, CONCRETE BLOCK, POURED IN PLACE REINFORCED CONCRETE OR A PRECAST CONCRETE BOX AS MANUFACTURED BY BROOKS PRODUCTS.

G. METER VAULTS ACCESS HATCH AND VALVE COVERS

METER VAULT ACCESS HATCH SHALL BE A HEAVY DUTY CAST IRON MANHOLE RING AND COVER WITH MACHINED RING SEATS. THE WORD "WATER" SHALL BE EMBOSSED ON THE COVER. THE MANHOLE RING AND COVER SHALL BE CENTERED OVER THE METER AND SHALL BE A VULCAN V-1406 W/COVER. WATER VALVE COVERS FOR THE METER VAULT SHALL BE HEAVY DUTY CAST IRON VULCAN V-8460. THE VALVE COVERS SHALL BE CENTERED OVER THE VALVES AND THE WORD "WATER" SHALL BE EMBOSSED ON THE COVER.

H. MAINTENANCE RESPONSIBILITY

JEFFERSON PARISH WILL ASSUME MAINTENANCE RESPONSIBILITY FOR LARGE WATER METERS (3 INCHES AND ABOVE) 365 CALENDAR DAYS FROM THE DATE THE OWNER ACCEPTS THE PROJECT, OR ALL WATER FACILITY WORK IS COMPLETED IN ACCORDANCE WITH JEFFERSON PARISH STANDARD SPECIFICATIONS, WHICHEVER OCCURS LAST. UNTIL JEFFERSON PARISH ISSUES A "LETTER OF WATER FACILITY ACCEPTANCE", THE OWNER IS RESPONSIBLE FOR ALL REPAIR AND REPLACEMENT COSTS FOR WATER FACILITIES.

24. FIRE SERVICE:

A. FIRE SERVICES 2 INCH OR SMALLER

ALL FIRE SERVICES 2 INCH OR SMALLER SHALL BE PROVIDED BY AND INSTALLED BY THE JEFFERSON PARISH DEPARTMENT OF WATER. APPLICATIONS FOR ALL FIRE SERVICE INSTALLATIONS SHALL BE MADE TO THE DEPARTMENT OF ENGINEERING (504) 736-6814 PRIOR TO SCHEDULING ANY CONSTRUCTION. THE APPLICANT SHALL COMPLETE A FIRE SERVICE WATER VERIFICATION FORM AS REQUIRED BY THE DEPARTMENT OF ENGINEERING. ALL APPLICABLE FEES ARE PAYABLE TO THE DEPARTMENT OF WATER.

B. FIRE SERVICES "3" INCH AND LARGER

ALL FIRE SERVICE TAPS, 3 INCH AND LARGER, SHALL BE FURNISHED AND INSTALLED BY THE APPLICANT. THE APPLICANT MUST PRESENT A RECEIPT FOR ALL REQUIRED FEES AND DEPOSITS (CONSUMER RECEIPT) ON THE INSTALLATION TO THE DEPARTMENT OF ENGINEERING INSPECTION DIVISION (736-6793) PRIOR TO ANY CONSTRUCTION.

C. FIRE SERVICE LINES FOR BUILDING SPRINKLER SYSTEMS

FIRE SERVICE LINES FOR BUILDING SPRINKLER SYSTEMS SHALL HAVE CHECK VALVES ADJACENT TO AND DOWNSTREAM OF THE TAPPING VALVE.

D. MAINTENANCE RESPONSIBILITY

JEFFERSON PARISH MAINTENANCE RESPONSIBILITY FOR FIRE SERVICE LINES WILL NOT INCLUDE ANY SEGMENT OF THESE LINES ON THE PRIVATE PROPERTY SIDE OF THE REQUIRED CHECK VALVE, INCLUDING THE CHECK VALVE. FIRE SERVICE LINE CHECK VALVES WILL BE PRIVATELY OWNED AND MAINTAINED.

E. INSPECTION BY JEFFERSON PARISH ENGINEERING DEPARTMENT

ALL FIRE LINES SHALL BE INSPECTED BY THE JEFFERSON PARISH ENGINEERING DEPARTMENT. INSPECTION SHALL INCLUDE THE ENTIRE FIRE SERVICE LINES (INCLUDING THE CHECK VALVE AND THE FIRE LINE INSIDE PRIVATE PROPERTY, ALL THE WAY TO THE BUILDING). THE JEFFERSON PARISH DEPARTMENT OF "INSPECTION & CODE ENFORCEMENT" SHALL BE RESPONSIBLE FOR INSPECTION OF THE FIRE PROTECTION SYSTEM INSIDE BUILDINGS.

25. LINES CONSTRUCTED ON PRIVATE PROPERTY

ALL WATER LINES (INCLUDING "LOOPED" WATER LINES), FIRE LINES (FIRE SERVICE LINES), FIRE HYDRANTS, INSTALLED ON PRIVATE PROPERTY SHALL BE INSTALLED IN ACCORDANCE WITH JEFFERSON PARISH STANDARDS AND SPECIFICATIONS. ALL WATER LINES, AND/OR FIRE SERVICE LINES CONSTRUCTED ON PRIVATE PROPERTY, SHALL REMAIN PRIVATE. IN SPECIAL CIRCUMSTANCES WHEN JEFFERSON PARISH MAY HAVE TO TAKE OVER THE MAINTENANCE OF ANY FIRE SERVICE LINE, A 20 FOOT WIDE MINIMUM SERVITUDE, CENTERED ON THE LINE, MUST BE DEDICATED TO JEFFERSON PARISH.

26. **CLEARANCE:**

A. **BETWEEN WATER LINES AND SANITARY SEWER LINES**

WHEN SANITARY SEWER LINES ARE PARALLEL TO WATER LINES, THE CLEARANCE SHALL BE A MINIMUM OF 6 FEET (MEASURED HORIZONTALLY); WHEN SEWER AND WATER LINES CROSS, VERTICAL CLEARANCE SHALL BE 18 INCHES, WITH THE WATER LINE CROSSING ON TOP. IF THESE CONDITIONS CANNOT BE MET, DUE TO FIELD CONDITIONS, THE "10 STATE STANDARDS" (PHONE (518) 439-7286, WEB SITE: WWW.HES.ORG) GUIDELINES CAN BE FOLLOWED, WITH APPROVAL OF THE JEFFERSON PARISH ENGINEERING DEPARTMENT.

B. **BETWEEN WATER LINES AND ANY PRIVATE UTILITY LINES**

MINIMUM CLEARANCE BETWEEN A WATER LINE AND ANY PRIVATE UTILITY LINE SHALL BE 6 FEET (MEASURED HORIZONTALLY). PRIVATE UTILITIES SHALL BE INSTALLED IN PRIVATE SERVITUDES.

C. **BETWEEN WATER LINES AND BUILDINGS**

WATER LINES SHALL NOT BE INSTALLED CLOSER THAN 10 FEET (MEASURED HORIZONTALLY) FROM ANY BUILDING FOUNDATION, WALL OR BUILDING OVERHANG. THIS 10 FOOT CLEARANCE MAY BE REDUCED TO 6 FEET IN AREAS WITH COMMERCIAL ZONING WITH LIMITED RIGHT-OF-WAY AND WITH APPROVAL OF THE JEFFERSON PARISH ENGINEERING DEPARTMENT.

27. **WATER DISTRIBUTION SYSTEM AS-BUILT PLANS/INFORMATION AND FINAL INSPECTION**

THREE DAYS PRIOR TO TESTING AND CHLORINATION OF ANY SEGMENT OF THE WATER DISTRIBUTION SYSTEM AND PUTTING THE WATER LINE INTO SERVICE, WATER DISTRIBUTION AS-BUILT PLANS/INFORMATION SHOULD BE COMPLETED BY THE CONTRACTOR AND THREE (3) BLUE OR BLACK LINE COPIES SHOULD BE SUBMITTED (THROUGH THE A/E) TO THE DEPARTMENT OF ENGINEERING. AS-BUILT PLANS/INFORMATION SHOULD BE COMPLETED IN SUCH A WAY THAT IDENTIFY THE TYPE AND LOCATION OF VALVES, HYDRANTS, FITTINGS AND OTHER APPURTENANCES AS WELL AS THE PIPE TYPE, SIZE, LENGTH, ETC. AS-BUILT PLANS/INFORMATION SHOULD BE USED AS A BASIS FOR THE FINAL INSPECTION AND PREPARATION OF FINAL AS-BUILT DRAWINGS.

THE REQUIREMENTS OF THIS SECTION IS SEPARATE FROM THE PARISH REQUIREMENTS FOR PROJECT AS-BUILT DRAWINGS (PLANS) WHICH INCLUDE THREE (3) BLUE OR BLACK LINE COPIES, A MYLAR SET, AND AN ELECTRONIC COPY OF THE COMPLETED AS-BUILT PLANS ON CD-ROM IN "PDF" AND "ACAD 2004" FORMAT.

THE ELECTRONIC COPY OF THE COMPLETED AS-BUILT PLANS SHALL BE A PROPERLY GEO-REFERENCED (REFERENCED TO STATE PLANE COORDINATES SYSTEM 1983, ZONE 1702, LOUISIANA SOUTH WITH X AND Y COORDINATES IN FEET) AUTO CAD DRAWING OF THE FINAL "MARK-UP" AS-BUILT WITH A LISTING OF THE X AND Y COORDINATES, FOR EACH WATER FEATURE (HYDRANTS, VALVES, FITTINGS, REDUCERS, ETC...).

THE "VALVE OPERATING LOGS" (DEPARTMENT OF WATER FORM "W-101") SHALL BE SUBMITTED ALONG WITH THE AS-BUILT PLANS.

28. **PRESSURE TESTING AND DISINFECTION OF WATER LINES**

ALL NEW AND/OR MODIFIED SEGMENTS OF THE WATER DISTRIBUTION SYSTEM SHALL BE TESTED TO A PRESSURE OF 50% ABOVE THE NORMAL OPERATING PRESSURE OR 100 P.S.I. WHICHEVER IS GRATER. THIS PRESSURE SHALL BE MAINTAINED FOR A PERIOD OF TWO (2) HOURS WITH NO DISCERNIBLE PRESSURE LOSS. LEAKS SHALL BE REPAIRED BY REMOVING AND REPLACING FAULTY SECTIONS. THE PRESSURE TEST SHALL BE PERFORMED BY THE CONTRACTOR UNDER THE DIRECT SUPERVISION OF THE JEFFERSON PARISH ENGINEERING DEPARTMENT. BEFORE BEING PLACED IN SERVICE, ALL NEW, MODIFIED AND/OR CONTAMINATED SEGMENTS OF THE WATER DISTRIBUTION SYSTEM SHALL BE FLUSHED AND DISINFECTED (CHLORINATED) BY THE CONTRACTOR UNDER THE DIRECT SUPERVISION OF THE JEFFERSON PARISH ENGINEERING DEPARTMENT.

FLUSHING SHOULD BE DONE AT FLOW RATES SUFFICIENT TO PROVIDE A VELOCITY IN THE LINES OF AT LEAST 2.5 FEET PER SECOND. DISINFECTION SHOULD COMPLY WITH AWWA STANDARD C651, "DISINFECTING WATER MAINS".

IN ORDER TO MINIMIZE BACKFLOW (BACK SIPHON, BACK PRESSURE) OR UNDESIRE REVERSAL OF THE FLOW OF UNCLEAN LIQUIDS INTO THE DRINKING WATER DISTRIBUTION SYSTEM, AS A MINIMUM, THE USE OF A SINGLE CHECK VALVE IS REQUIRED DURING FLUSHING. WHEN PRACTICAL (MAINS UP TO 12" IN DIAMETER) A FLOATER METER MUST BE USED FOR FLUSHING. UTILIZING A FLOATER METER WILL PROVIDE THE NECESSARY BACKFLOW PREVENTION AND ALSO WILL HELP THE PARISH TO ACCOUNT FOR THE WATER USE. AS ALWAYS, THE

CONTRACTOR WILL NOT BE CHARGED FOR USING ANY REASONABLE AMOUNT OF WATER FOR FLUSHING.

ONLY AFTER SATISFACTORY PRESSURE TESTING AND DISINFECTION (CHLORINATION), AND SUCCESSFUL BACTERIOLOGICAL ANALYSIS FROM THE JEFFERSON PARISH WATER QUALITY MICROBIOLOGY LAB IS COMPLETED CAN THE SEGMENT BE TIED INTO THE EXISTING WATER DISTRIBUTION SYSTEM. UNDER NO CIRCUMSTANCES WILL THE CONTRACTOR BE ALLOWED TO MAKE A TIE-IN TO THE EXISTING WATER DISTRIBUTION SYSTEM WITHOUT DIRECT SUPERVISION OF THE JEFFERSON PARISH ENGINEERING DEPARTMENT. ALL COSTS ASSOCIATED WITH THE TESTING AND CHLORINATION PROCEDURES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

TYPICALLY THE CONTRACTOR WILL NOT BE CHARGED FOR THE WATER USED TO FLUSH, PRESSURE TEST AND CHLORINATE THE SYSTEM. THE CONTRACTOR WILL BE CHARGED FOR THE EXCESS WATER WHEN THE WATER DISTRIBUTION SYSTEM WILL REQUIRE AN EXCESS AMOUNT OF WATER TO BE PROPERLY FLUSHED, PRESSURE TESTED AND CHLORINATED, DUE TO NEGLIGENCE OF THE CONTRACTOR.

29. **PIPE INSTALLATION**

THE INSTALLATION OF WATER MAINS AND OTHER RELATED APPURTENANCES SHALL BE STRICTLY IN ACCORDANCE WITH THESE JEFFERSON PARISH STANDARD NOTES, AND LATEST APPLICABLE AWWA STANDARDS SUCH AS AWWA C600 (INSTALLATION OF DUCTILE-IRON WATER MAINS AND APPURTENANCES), AWWA C605 (UNDERGROUND INSTALLATION OF POLYVINYL CHLORIDE (PVC) PRESSURE PIPE AND FITTINGS FOR WATER), ETC. AND THE MANUFACTURER'S REQUIREMENTS AND RECOMMENDATIONS.

ALL PIPES AND FITTINGS MUST BE SWABBED WITH CHLORINE PRIOR TO INSTALLATION. WATER MAIN SWABBING HEREIN SHALL MEAN THE FORCEFUL INTRODUCTION OF A LARGE SPONGE TYPE DEVICE THROUGH A PIPE TO REMOVE DEBRIS SUCH AS STONES AND SAND, ETC.

IN ADDITION TO ANY PREVIOUSLY MENTIONED REQUIREMENTS FOR POLYETHYLENE ENCASEMENT, POLYETHYLENE ENCASEMENT IN ACCORDANCE WITH ANSI/AWWA C105/A21.5 (MINIMUM 8 MIL THICK) SHALL BE REQUIRED FOR ALL "DUCTILE IRON PIPES, FITTINGS" AND "APPURTENANCES" REGARDLESS OF ANY SPECIFIC COATING.

30. **WATERLINE ABANDONMENT, REMOVAL AND DISPOSAL**

UNLESS OTHERWISE SPECIFIED, THERE SHALL BE NO DIRECT PAYMENT FOR WATERLINES (WATERLINES HEREIN SHALL MEAN PIPES, FITTINGS, VALVES, APPURTENANCES, ETC.) ABANDONMENT, REMOVAL OR DISPOSAL.

UNLESS OTHERWISE SPECIFIED, WHEN PAY ITEMS HAVE BEEN ESTABLISHED FOR ABANDONMENT, REMOVAL OR DISPOSAL OF WATERLINES, THESE PAY ITEMS SHALL BE FULL COMPENSATION FOR THE ABANDONMENT, REMOVAL OR DISPOSAL OF WATERLINES REGARDLESS OF THE SIZE AND/OR MATERIAL OF THE WATERLINES BEING ABANDONED, REMOVED OR DISPOSED OF IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL GUIDELINES.

31. **PIPE BEDDING**

THE OBJECTIVE OF BEDDING IS TO PROVIDE A CONTINUOUS SUPPORT FOR THE PIPE AT REQUIRED LINE AND GRADE. THE BEDDING MAY OR MAY NOT BE COMPACTED, BUT IN ANY EVENT, THE PROJECTING BELLS OF THE PIPE SHOULD BE PROPERLY RELIEVED IN THE TRENCH BOTTOM SO THAT THE ENTIRE PIPE IS EVENLY SUPPORTED BY THE BEDDING. WHERE THE TRENCH BOTTOM IS UNSTABLE (ORGANIC MATERIAL, OR "QUICK" SAND OR SIMILAR MATERIAL), THE TRENCH BOTTOM SHOULD BE OVER-EXCAVATED AND BROUGHT BACK TO GRADE UTILIZING DUNNAGE BOARDS, GEOGRID, GEOTEXTILE FABRIC OR APPROVED BEDDING MATERIAL AND/OR ANY COMBINATION OF SAME.

TABLE OF CONTENTS

1. NOTIFICATION: 1
2. LICENSE REQUIREMENTS: 2
3. MATERIAL: 2
4. NON CONFORMANCE 3
5. WATER VALVE BOX ADJUSTMENT 3
6. VERIFICATION OF EXISTING UTILITIES PRIOR TO ORDERING MATERIALS. 3
7. DOMESTICITY 3
A. PURPOSE OF THIS SECTION 3
B. VALVES AND HYDRANTS 4
C. APPURTENANCES 4
D. FITTINGS 4
E. ISO REGISTERED MANUFACTURER 4
8. WATER LINES: 5
A. MINIMUM SIZE 5
B. DEPTH OF COVER 5

C.	BACKFILL	6
D.	PVC PIPE	6
E.	DUCTILE IRON PIPE	6
F.	STREET CROSSINGS	6
G.	CANAL CROSSINGS	7
H.	CONFLICT BOXES	8
I.	HDPE PIPE (1.1/2 FITTINGS)	8
J.	POLYETHYLENE (PE) PLASTIC TUBING	9
9.	FITTINGS	9
10.	MINIMUM PIPE LENGTH	10
11.	PIPE AND FITTING JOINT STYLE	10
A.	DUCTILE IRON	10
B.	PVC	10
	• push-on JOINTS	10
	• internally restrained joints	11
C.	POLYETHYLENE	11
12.	RESTRAINED JOINTS	11
13.	PAINT (EXPOSED WATER LINES)	12
14.	TAPPING SLEEVES	12
15.	TAPPING VALVES	12
16.	SERVICE SADDLES	12
17.	WATER SERVICE CONNECTIONS	12
18.	PIPE RESTRAINERS (PIPE RESTRAINTS)	12
A.	APPLICABLE STANDARDS	13
B.	COATING	13
	a. Fusion-bond epoxy powder coating	13
	b. Electrocoating	14
	c. Fusion-bond epoxy powder coating sample specifications	14
	d. Electrocoating sample specifications	17
C.	MATERIAL	18
D.	MANUFACTURER	18
I.	DUCTILE IRON PIPE	18
	a. Ebaa iron	18
	b. Star	18
	c. Sigma	19
	d. Romac	19
	e. Ford	19
	f. Tyler Union	19
	g. smith-blair	19
II.	PVC PIPE	20
	a. Ebaa iron	20
	b. Star	20
	c. Sigma	20
	d. Romac	20
	e. Ford	21

Jefferson Parish Department of Engineering, Water Distribution System General Standard Notes, Green Sheets, Appendix "C"
Revised: 01/30/2014

f.	tyler union	21
g.	smith-blair	21
19.	COUPLINGS	21
A.	LONG BODY TRANSITIONAL, DUCTILE IRON, COUPLINGS	21
	a. ROMAC	21
	b. FORD	22
	c. smith-blair	22
B.	SPECIAL COUPLINGS	22
	a. Hymax Series 2000	22
	b. Macro Two-Bolt Extended Range Coupling	22
	c. Top bolt, 421, wide Range Coupling	23
20.	BOLTS AND NUTS	23
21.	FIRE HYDRANTS	23
A.	EASTBANK FIRE HYDRANTS	23
B.	WESTBANK FIRE HYDRANTS	23
C.	PRIVATE FIRE HYDRANTS	24
D.	MINIMUM REQUIRED FIRE FLOW FOR PROPOSED SUBDIVISIONS	24
E.	LOOPED LINES	25
F.	DEAD-END LINES	26
G.	HYDRANT VALVES	26
H.	HYDRANT TEES	26
I.	HYDRANT SPACING	26
22.	VALVES	26
A.	GATE VALVES	26
B.	BUTTERFLY VALVES	27
C.	CHECK VALVES (AWWA C-508)	27
	a. METAL SEATED SWING CHECK VALVES	27
	b. RESILIENT SEATED SWING CHECK VALVES	27
D.	VALVE LOCATION AND SPACING	28
E.	LOCATION IDENTIFICATION	28
F.	VALVE COMPARISON CHART	29
23.	METERS	29
A.	RESIDENTIAL METERS	29
B.	IRRIGATION/GARDEN METERS	30
C.	COMMERCIAL METERS 2 INCH OR SMALLER	30
D.	COMMERCIAL WATER METERS 3 INCH AND LARGER	30
E.	METER ELEVATION	30
F.	METER VAULTS INSTALLATION	31
G.	METER VAULTS ACCESS HATCH AND VALVE COVERS	31
H.	MAINTENANCE RESPONSIBILITY	31
24.	FIRE SERVICE	31
A.	FIRE SERVICES 2 INCH OR SMALLER	31
B.	FIRE SERVICES "3" INCH AND LARGER	31
C.	FIRE SERVICE LINES FOR BUILDING SPRINKLER SYSTEMS	32
D.	MAINTENANCE RESPONSIBILITY	32
E.	INSPECTION BY JEFFERSON PARISH ENGINEERING DEPARTMENT	32

Jefferson Parish Department of Engineering, Water Distribution System General Standard Notes, Green Sheets, Appendix "C"
Revised: 01/30/2014

25.	LINES CONSTRUCTED ON PRIVATE PROPERTY	32
26.	CLEARANCE	33
A.	BETWEEN WATER LINES AND SANITARY SEWER LINES	33
B.	BETWEEN WATER LINES AND ANY PRIVATE UTILITY LINES	33
C.	BETWEEN WATER LINES AND BUILDINGS	33
27.	WATER DISTRIBUTION SYSTEM AS-BUILT PLANS/INFORMATION AND FINAL INSPECTION	33
28.	PRESSURE TESTING AND DISINFECTION OF WATER LINES	34
29.	PIPE INSTALLATION	35
30.	WATERLINE ABANDONMENT, REMOVAL AND DISPOSAL	35
31.	PIPE BEDDING	36



8448Z
1111

CASHIER'S CHECK

9101185273

ISSUING REGION 081

BRANCH Elmwood

BRANCH DID 41454

THREE THOUSAND FORTY DOLLARS AND 00 CENTS

PAY TO THE ORDER OF *** JEFFERSON PARISH ***

DATE 11/16/2015
\$ 3,040.00

Drawer: Capital One, N.A.

RE:

Lafrere Parv signage
BID NO. 50-00114000 BID BAND

AUTHORIZED SIGNATURE

Read the reverse side for important information on the reissuance of lost, destroyed or stolen cashier's check.
THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

⑈9101185273⑈ ⑆11104879⑆ 75 2000001 5⑈

📍 2525 Quail Drive, Baton Rouge, 70808

☎ (225) 765-2301



Louisiana State Licensing Board for Contractors



Contractor Information

Business Name ALTERNATIVE SIGNS & GRAPHICS, L.L.C.
 Mailing Address 1301-A Edwards Avenue
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Active Licenses

License Number 40326
 Type Commercial License
 Status LICENSED
 Effective 07/16/2015
 Expiration 02/20/2016
 First Issued 02/20/2003

Classifications

Class	Qualifying Party	Parishes
BUSINESS AND LAW	Sagona, Aaron	ALL
ELECTRICAL WORK (STATEWIDE)	Thomas Woodrow Schwall	ALL
SPECIALTY: SIGNS, SCOREBOARDS, DISPLAYS, BILLBOARDS (ELECTRICAL & NON-ELECTRICAL)	Sagona, Aaron	ALL

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/2/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eagan Insurance Agency, LLC 2629 N. Causeway Blvd. P. O. Box 8590 Metairie LA 70002		CONTACT NAME: Julie Bell PHONE (A/C No. Ext): (504) 836-9600 FAX (A/C No.): (504) 836-9621 E-MAIL ADDRESS: bellj@eaganins.com															
INSURED Alternative Signs & Graphics, LLC 1301 Edwards Ave., Suite A Harahan LA 70123		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hanover Insurance Co</td> <td>22292</td> </tr> <tr> <td>INSURER B: AmTrust Insurance of Kansas,</td> <td></td> </tr> <tr> <td>INSURER C: Torus National Insurance</td> <td></td> </tr> <tr> <td>INSURER D: LA Work Comp Corp</td> <td>22350</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hanover Insurance Co	22292	INSURER B: AmTrust Insurance of Kansas,		INSURER C: Torus National Insurance		INSURER D: LA Work Comp Corp	22350	INSURER E:		INSURER F:	
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INSURER E:																	
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COVERAGES CERTIFICATE NUMBER: 14-15 GL/AL/UMB; 15-16 WC REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-ECT <input type="checkbox"/> LOC	X	LH0956781102	8/9/2014	8/9/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			KPP1027792	6/6/2014	6/6/2015
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS		88308K140ALI	10/9/2014	8/9/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		84720	2/20/2015	2/20/2016

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Blanket additional insured in respects to the General Liability if required by written contract.

Jefferson Parish Bid No. 50-108578
 Description of Bid: Labor, equipment and materials as needed to construct four (4) sub division signs in various areas of the West Bank, District 3.

CERTIFICATE HOLDER Jefferson Parish Purchasing Department 200 Derbigny Street, Ste 4400 Gretna, LA 70053	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE C Trapani, CIC/JULIE
---	--

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 INS025 (2010/05) 01

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Interactive TIN Session:Interactive Results

This screen provides you with the results of your TIN Match request. The 'Match Indicator' displays a code next to the TIN and name combination. Use the codes below to interpret your results:

- 0 = TIN and Name combination matches IRS records.
- 1 = TIN was missing or TIN not 9-digit numeric.
- 2 = TIN entered is not currently issued.
- 3 = TIN and Name combination does not match IRS records.
- 4 = Invalid TIN Matching request.
- 5 = Duplicate TIN Matching request.
- 6 = TIN and Name combination matches IRS SSN records.
- 7 = TIN and Name combination matches IRS EIN records.
- 8 = TIN and Name combination matches IRS SSN and EIN records.

Important: Before leaving this screen, you may want to do a Print Screen of the results. Once you exit this screen, the interactive results will no longer be available for viewing.

Using the TIN Matching system allows you to verify the accuracy of taxpayer TIN and name information prior to submitting information to IRS. Internal Revenue Code 6724 provides any penalties under Section 6721 may be waived if the filer shows the failure to file a correct TIN on an information return was due to reasonable cause and not willful neglect. Filers may prove due diligence and receive a waiver from proposed penalties if they prove the TIN and name combination they submitted matched IRS records. Providing a copy of the Print Screen of your Interactive Results will be considered proof of due diligence.

ID	TIN Type	TIN	Name	Result Code
1	Unknown	464542816	VANDER INTERMEDIATE HOLDING III CORP	7
2	Unknown	260757470	THE MONKEY ROOM	7
3	Unknown	721481354	SPACE WALK INTERACTIVE LLC	7
4	Unknown	943428376	ALTERNATIVE SIGNS & GRAPHICS LLC	7

You may do either of the following:

- Select *Another Tin Matching Request* to check more TIN and Name combinations.
- Select *Done* to return to the TIN Matching home page.

[ANOTHER TIN MATCHING REQUEST](#)

[DONE](#)

[IRS Privacy Policy](#) | [Privacy Notice](#)
tin-match-rup-webapp (version R-14.1.1)



Alternative Signs & Graphics, LLC
1301 Edwards Ave., Suite A
Harahan, LA 70123

State License No. 40326

Bid No. 50-00114600
Lafreniere Park Signage