

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

**MARAIS AREA**  
**DRAINAGE IMPROVEMENTS**

OWNER:

ASSUMPTION PARISH POLICE JURY

**POLICE JURY**

JEFF NAQUIN, PRESIDENT – WARD 2  
RONALD ALCORN – WARD 1  
IRA PATUREAU JR. – WARD 3  
CHARLES BREAUX - WARD 4  
MICHAEL DIAS – WARD 5  
CHRIS CARTER – WARD 6  
LEROY BLANCHARD – WARD 7  
JAMIE PONVILLE – WARD 8  
MYRON MATHERNE – WARD 9  
KIM M. TORRES – SEC./TREAS.

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Prepared by:

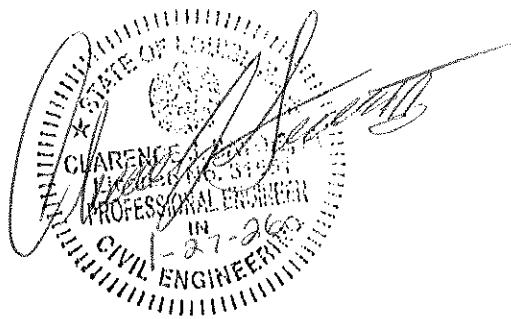
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JANUARY 2026

The following Contract Documents and Technical Specifications have been prepared under my direct supervision and guidance for Assumption Parish Police Jury in conjunction with the Plans and for the explicit use by the Owner and Contractors for the bidding and construction of the project:

MARAIS AREA  
DRAINAGE IMPROVEMENTS



JANUARY 2026

**MARAIS AREA**  
**DRAINAGE IMPROVEMENTS**

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## SECTION 00100

### **ADVERTISEMENT FOR BIDS**

**Project No. S-14-235A**

#### **Assumption Parish Police Jury (herein referred to as the "Owner")**

Sealed bids marked "Sealed Bids" – Marais Area Drainage Improvements, Project No. S-14-235A will be received by the Owner for the construction of the project described as follows:

#### **MARAIS AREA DRAINAGE IMPROVEMENTS**

Proposals shall be addressed to the Assumption Parish Police Jury and will be received by the Assumption Parish Police Jury located at 105 Dr. Martin Luther King Drive, Napoleonville, Louisiana 70390 no later than 10:00 o'clock a.m. on March 3, 2026. Proposals shall be designated as "Sealed Bid – Marais Area Drainage Improvements, Project No. S-14-235A". Any bids received after the specified time and date will not be considered. The sealed bids will be publicly opened and read aloud at 10:00 o'clock a.m. on March 3, 2026, within the Assumption Parish Police Jury Office located at 105 Dr. Martin Luther King Drive, Napoleonville, Louisiana 70390.

The information for Bidders, Form of Bid Proposal, Form of Contract, Plans, Specifications and Forms of Bid Bond, Performance Bond, and other contract documents may be examined at the Office of C. J. Savoie Consulting Engineers, LLC. located at 5650 Louisiana Highway 1, Plaetenville, LA. 70393 (mailing address P. O. Drawer R, Paincourtville, LA 70391). Copies may be obtained at this office upon payment of \$150.00 which constitutes the cost of reproduction and handling and is non-refundable.

Pursuant to Louisiana Revised Statutes 38:2212E.(1). Bidders now have the option to submit their bids and bid bonds electronically. Bids can be submitted electronically at [WWW.ASSUMPTIONLA.COM](http://WWW.ASSUMPTIONLA.COM) to the Assumption Parish Website. Each Prime Bidder shall obtain an original set of electronic or paper bidding documents from the design professional, C.J. Savoie Consulting Engineers, LLC. or the Parish Website above. Uploading of bidding documents are of the responsibility of the Prime Bidder.

The Owner reserves the right to accept or reject any and all bids and to waive any irregularities or informalities incidental thereto, and to accept any bid which the Owner feels serves their best interest. Such action will be in accordance with Title 38 of the Louisiana Revised Statutes.

A pre-bid conference at which the scope of the project, contract time, and other requirements of the bidding and contract documents may be discussed, or any other special requirements for the project which may be discussed with prospective bidders, will be held within the Assumption Parish Police Jury Office located at 105 Dr. Martin Luther King Drive, Napoleonville, Louisiana 70390 on February 12, 2026 at 10:00 o'clock a.m., local time.

All questions should be directed to Clarence J. Savoie, III, C.J. Savoie Consulting Engineers, LLC, 985-369-2341 or emailed to the following: cjs3@cjsavoie.com, hll@cjsavoie.com, bmt@cjsavoie.com, dcm@cjsavoie.com. Last date for submitting questions is February 20, 2026 at 10:00 o'clock a.m., local time.

Each Bidder must deposit with his/hers bid, security in the amount equal to five percent (5%) of the total bid in the form of a certified check, cashier's check or bid bond.

**Contractor shall be licensed by the Louisiana State Contractors Licensing Board for Heavy Construction.**

All bidders must show proof that he/she is within good standing with the Federal Government and not be debarred or suspended through [www.sam.gov](http://www.sam.gov).

Contractor's license number must appear on the face of the sealed envelope containing his/hers bids.

The successful bidder will be required to furnish a Performance and Payment Bond written by a company licensed to business in Louisiana, in the amount equal to one hundred percent (100%) of the contract price. Certificates of Insurance will also be required.

No bidder may withdraw his/her bid within thirty (30) days after the actual date of opening thereof.

The Contractor shall begin mobilization and procurement of necessary materials within ten (10) working days of the receipt of the Notice to Proceed.

Any person with disabilities requiring Special Accommodation must contact Assumption Parish Police Jury at (985) 369-7435 no later than seven (7) days prior to bid opening. Participation by minority and female owned business, as well as businesses located in Assumption Parish is encouraged.

Assumption Parish Police Jury

Publish:  
January 27, 2026  
February 3, 2026  
February 10, 2026

## SECTION 00200

### INSTRUCTION TO BIDDERS

#### MARAIS AREA DRAINAGE IMPROVEMENTS

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4. Examination of Contract Documents and Site	21. Site Examinations, Investigations, Etc.
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#### 1. Defined Terms:

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

#### 2. Copies of Bidding Documents:

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

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

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

3. Qualifications of Bidders:

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

4. Examination of Contract Documents and Site:

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

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

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

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

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

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

4.7 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the WORK required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in

scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the WORK.

5. Interpretations and Addenda:

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

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

6. Bid Security:

6.1 Each Bid must be accompanied by Bid Security made payable to OWNER in an amount of five percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond issued by a surety meeting the requirements of Paragraph 5.1 of the General Conditions.

6.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen (15) days after the Notice of Award, OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of the seventh day after the Effective Date of the Agreement or the seventy-sixth day after the Bid opening, whereupon Bid Security furnished by such Bidders will be returned. Bid Security with Bids which are not competitive will be returned within seven days after the Bid opening.

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

7. Contract Time:

7.1 The number of days within which, or the dates by which, the WORK is to be Substantially Completed, and also completed and ready for final payment (the Contract Time) are set forth in the Agreement.

8. Liquidated Damages:

8.1 Provisions for liquidated damages are set forth in the Agreement.

9. Substitute Materials or Products - Prior Approvals

9.1 In unusual cases where a closed specification has been justified for prior acceptance by the OWNER in conformance with Louisiana Revised Statutes R.S. 38:2291 and 38:2295.A and

B, the naming of that product in the Drawings and Specifications will be followed by wording indicating that no substitution is permitted.

9.2 Otherwise, where the Drawings and Specifications identify a product by a single specific brand, make, manufacturer, or definite specification it is to establish the required quality standard for the product regarding style, type, character, materials of construction, function, accessories, dimensions, appearance and durability. Products which are determined to be equivalent by the ENGINEER will be acceptable. Products which are specified by a specific brand, make or manufacturer's name may also be specified by its applicable model or catalog number or other product designation.

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

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

10. Subcontractors, Suppliers and Others:

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

11. Bid Form:

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

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

11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign). The corporate address must be shown where indicated on the Bid Form.

11.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear where indicated on the Bid Form and the official address of the partnership must be shown where indicated on the Bid Form.

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

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

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

12. Submission of Bids:

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

13. Modification and Withdrawal of Bids:

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

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

14. Opening of Bids:

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

15. Award of Contract:

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

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

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

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

16. Contract Security:

16.1 Article 5 of the General Conditions sets forth OWNER'S requirements as to Performance and Payment Bonds. When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by the required Performance and Payment Bonds.

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

- A. Surety must be admitted to do business in the State of Louisiana and shall comply with the provisions of Revised Statute 38:2241. The Surety Company shall be listed by the U.S. Department of Treasury Financial Management Service (Circular 570 as amended) with an A-rating as provided under Revised Statute 38:2219.
- B. Surety shall have been in business and have a record of successful continuous operations for at least five (5) years.
- C. Attorneys-in-fact who sign bid bonds or performance/payment bonds must file with such bond a certified copy of their power of attorney to sign such bond.
- D. Agents of surety companies must list their name, address and telephone number on all bonds.
- E. Surety shall have at least the following minimum ratings:

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

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

17. Signing of Agreement:

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

18. Retainage:

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

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

19. Contractor's License Certification:

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

20. Issuance of Bidding Documents:

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

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

21. Site Examinations, Investigations, Etc.:

21.1 Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing the WORK in accordance with the time, price and other terms and conditions of the Contract Documents.

22. Issuance of Addenda Deadline:

22.1 The issuance of Addenda, which modify the plans and specification, cannot be released within 72 hours prior to bid opening excluding Saturday, Sunday and any legal holiday without extending the bid opening date. However, any addenda issued during the 72 hour period prior to bid opening, it must extend the bid opening for at least 7 working days to not more than 21 working days without the requirement to re-advertise in accordance with Public Bid Statutes; LARS 38: 2212 (O) (2) (b).

23. Bid to Remain Open:

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

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

24. Discrepancies on Bid Form:

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

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

24.2 For the purposes of bid evaluation, the OWNER will proceed on the assumption that the Bidder intends his bid to be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

25. CDBG-DR Certifications:

25.1 The successful Bidder, prior to execution of the "Agreement Between Owner and Contractor", shall submit for OWNER review and approval the "Certification of Bidder Regarding Section 3 and Segregated Facilities" and the "Section 3 Plan Format".

25.2 Submission of these forms with the Bid is not required.

25.3 Bidder is specifically advised that any persons, firm, or other party to whom it is proposed to award a subcontract under this contract must submit "Certification by Proposed Subcontractor Regarding Equal Employment Opportunity", "Certification of Proposed Subcontractor Regarding Section 3 and Segregated Facilities", and "Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements".

26. Required Certifications, Attestations, Affidavits, Etc.

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

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

- A. Corporate Resolution authorizing the party executing the contract to sign on behalf of the Contractor.
- B. Non-Collusion Affidavit – Contractor (R.S. 38:2224).
- C. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

D. All applicable insurance documents.

E. Other documents noted in Paragraph 25 – CDBG-DR Certifications.

27. Excluded Parties List Verification

27.1 To be awarded a contract the bidder must be eligible to receive a contract under the Community Development Block Grant Program as determined by the Federal Government's Excluded Parties List. Prior to the contract award the successful bidder will be required to provide the names of the company's principals and their titles in addition to its name, address and telephone number. It will be the responsibility of the Contractor to verify subcontractor eligibility based on factors such as past performance, a yellow page listing, proof of liability insurance, possession of a federal tax ID number, debarment, and state licensing requirements. The prime contractor may use the web site: <http://epls.arnet.gov> to determine if a subcontractor has been debarred at the federal level.

28. Drawings and Specifications Issued to Successful Bidder

28.1 The successful Bidder for this Contract will be furnished Three (3) complete sets of Drawings and Specifications at no cost. If, during the prosecution of the work the Contractor should deem it necessary to have additional sets of Drawings and Specifications they may be purchased from the Architect at the cost of reproduction.

29. Order of Precedence Between CDBG Compliance Provisions and Other Provisions:

29.1 Where the CONTRACTOR may find a discrepancy between the CDBG Compliance Provisions and other Contract Documents, the CDBG Compliance Provisions shall take precedence.

30. Sales And Use Tax Exemption (NOT APPLICABLE)

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

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

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

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

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

**END OF SECTION 00200**

# LOUISIANA UNIFORM PUBLIC WORK BID FORM

**TO:** Assumption Parish Police Jury  
4813 Hwy. 1  
Napoleonville, Louisiana 70390  
  
(Owner to provide name and address of owner)

**BID FOR:** Marais Area Drainage Improvements  
  
(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: C.J. Savoie Consulting Engineers, LLC, and dated: January 2026  
(Owner to provide name of entity preparing bidding documents.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# LOUISIANA UNIFORM PUBLIC WORK BID FORM

## UNIT PRICE FORM

TO: Assumption Parish Police Jury  
4813 Hwy. 1  
Napoleonville, Louisiana 70390

BID FOR: Marais Area Drainage Improvements

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

**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>DEMOLITION AND REMOVAL OF EXISTING BAR SCREEN</u>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE
I.	LUMP SUM	LUMP SUM	\$ _____ /LS

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt# <u>NEW BAR SCREEN ALONG MARAIS CANAL</u>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE
II.	LUMP SUM	LUMP SUM	\$ _____ /LS

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt# <u>MARAIS PUMP STATION IMPROVEMENTS</u>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE
III.	LUMP SUM	LUMP SUM	\$ _____ /LS

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt# <u>EXCAVATION OF OUTFALL CANAL</u>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE
IV.	LUMP SUM	LUMP SUM	\$ _____ /LS

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>CANCIENNE ROAD DRAINAGE IMPROVEMENTS</u>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE
V.	LUMP SUM	LUMP SUM	\$ _____ /LS \$ _____

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>MOBILIZATION (SHALL NOT EXCEED 5% OF TOTAL BID)</u>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE
VII.	LUMP SUM	LUMP SUM	\$ _____ /LS \$ _____

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

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

## SECTION 00400

### BID BOND

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2026. The Condition of the above obligation is such that whereas the Principal has submitted to the \_\_\_\_\_, a BID, attached hereto and hereby made a part thereof, to enter into a contract in writing, for the construction of the \_\_\_\_\_.

NOW THEREFORE,

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

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

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

\_\_\_\_\_  
PRINCIPAL

BY:

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SURETY

BY:

\_\_\_\_\_  
TITLE

**IMPORTANT: Bid Guaranty Bonds:** In accordance with Revised Statute 38:2218.C, all Bid Guaranty Bonds shall be written by a surety or insurance agency currently on the U.S. Department of Treasury Financial Management Service list of approved companies.

**END OF SECTION 00400**

BID BOND

00400-1

**SECTION 00500****Notice of Award**

Date: \_\_\_\_\_

Project:

Owner:	Owner's Contract No.:
Contract:	Engineer's Project No.:

Bidder:

Bidder's Address:

You are notified that your Bid dated \_\_\_\_\_ for the above Contract has been considered.  
You are the Successful Bidder and are awarded a Contract for Marais Area Drainage Improvements.

The Contract Price of your Contract is \_\_\_\_\_ (\$ \_\_\_\_\_).

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

Three (3) sets of the Drawings will be delivered separately or otherwise made available to you immediately.

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

1. Deliver to the Owner four (4) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 16) and General Conditions (Paragraph 5.01).
3. Other conditions precedent:

Insurance Certificate per Supplemental Conditions and Other Required Documents per Specifications Including but May Not be Limited to the following:

- Provide Certification of Insurance as specified (SC-5.03, SC -5.04 and SC-5.06)
- Attestation Clause Required by LA R.S. 38:2227
- Certification of Selected Bidder/Contractor Regarding Section 3 and Segregated Facilities
- Section 3 Plan Certification of Selected Bidder/Contractor
- Selected Bidder/Contractor Section 3 Plan Form
- Proposed Subcontractor Breakdown
- Estimated Project Workforce Breakdown (Contractor)
- Certification of Proposed Subcontractor Regarding Section 3 and Segregated Facilities
- Section 3 Certificate of Subcontractor
- Subcontractor Section 3 Plan Format
- Estimated Project Workforce Breakdown (Subcontractor)
- Certification Regarding Debarment, Suspension, and other Responsibility Matters

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

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

\_\_\_\_\_  
Assumption Parish Police Jury

Owner

By: \_\_\_\_\_  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Assumption Parish Police Jury President

Title

Copy to Engineer

**END OF SECTION 00500**

**SECTION 00600**  
**SUGGESTED FORM OF AGREEMENT**  
**BETWEEN OWNER AND CONTRACTOR**  
**FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between \_\_\_\_\_ ("Owner") and  
\_\_\_\_\_  
("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Assumption Parish Police Jury proposes to complete drainage improvements to the Marais Area. Improvements will include widening and cleaning of ditches subsurface drainage and pump station renovations, and all labor and materials necessary to complete the work. The "Bid Proposal" is for estimated annual quantities for excavation and grading equipment, truck hauling, culvert and catch basin installation, asphalt and concrete removal and replacement and all incidentals to complete the drainage improvements as required. The unit prices submitted shall be binding for all labor, materials and equipment as provided in the awarded contract. The Engineer will coordinate with the Contractor to complete the drainage work in each area in order to minimize mobilization. Each street requiring ditch work will be to the Contractor with a set of plans defining the drainage work to be completed and the area and limits of construction per the bid unit prices as designated in the Contractor's Bid Proposal. The Contractor shall warrant the drainage improvements for labor and materials from date of completion and final acceptance by the Owner. The Contractor shall have a License in Heavy Construction. This work is being financed by the Assumption Parish Police Jury with Federal assisted funds.

**ARTICLE 2 – THE PROJECT**

1.02 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Assumption Parish Police Jury proposes to complete drainage improvements to the Marais Area. Improvements will include widening and cleaning of ditches subsurface drainage and pump station renovations, and all labor and materials necessary to complete the work. The "Bid Proposal" is for estimated annual quantities for excavation and grading equipment, truck hauling, culvert and catch basin installation, asphalt and concrete removal and replacement and all incidentals to complete the drainage improvements as required. The unit prices submitted shall be binding for all labor, materials and equipment as provided in the awarded contract. The Engineer will coordinate with the Contractor to complete the drainage work in each area in order to minimize mobilization. Each street requiring ditch work will be to the Contractor with a set of plans defining the drainage work to be completed and the area and limits of construction per the bid unit prices as designated in the Contractor's Bid Proposal. The Contractor shall warrant the drainage improvements for labor and materials from date of completion and final acceptance by the Owner. The Contractor shall have a License in Heavy Construction. This work is being financed by the Assumption Parish Police Jury with Federal assisted funds.

2.02 The Project has been designed by C.J. Savoie Consulting Engineers, LLC. (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

2.03 Engineer's contact information is as follows:  
C.J. SAVOIE CONSULTING ENGINEERS, LLC.  
ENGINEERS ♦ DESIGNERS ♦ PLANNERS  
P.O. DRAWER R ♦ PAINCOURTVILLE ♦ LOUISIANA ♦ 70391  
PHONE (985) 369-2341 ♦ FAX: (985) 369-7735 ♦ EMAIL: cjs3@cjsavoie.com

## ARTICLE 3 – CONTRACT TIMES

### 3.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

### 3.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 300 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 300 days after the date when the Contract Times commence to run.

### 3.03. *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

## ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents a total of \_\_\_\_\_ (\$\_\_\_\_\_), as derived from extension of estimated units and bid prices for each unit from the Base Bid.

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

A. 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.

### 6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A 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.

1. Prior to final completion and acceptance of all Work covered by the Contract Documents, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions. Retainage indicated below does not include withholdings for known incomplete work. Such withholdings are not included in calculating the retainage but are additional monies withheld.
  - a. For Contract Prices of \$500,000 or less, 90% of Work completed and/or cost of materials and equipment not incorporated in the Work (with the balance of 10% being retainage).
  - b. For Contract Prices in excess of \$500,000, 95% of Work completed and/or cost of materials and equipment not incorporated in the Work (with the balance of 5% being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to the applicable percent based on the preceding Paragraph 6.02.A.1 of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less the value of Engineer's estimate of the Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

#### 6.03 *Final Payment*

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

### **ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS**

7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 7.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. 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.
- H. 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.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 8 – CONTRACT DOCUMENTS

### 8.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 8, inclusive).
  - 2. Performance bond (pages 1 to 3, inclusive).
  - 3. Payment bond (pages 1 to 2, inclusive).
  - 4. CDBG Compliance Provisions for Construction Contracts
  - 5. Federal Wage Decision

6. General Conditions (pages 1 to 62, inclusive).
7. Supplementary Conditions (pages 1 to 12, inclusive).
8. Specifications as listed in the table of contents of the Project Manual.
9. Drawings consisting of 17 sheets with each sheet bearing the following general title:  
Marais Area Drainage Improvements
10. \_\_\_\_\_ [or] the Drawings listed on attached sheet index.
11. Addenda (numbers \_\_\_\_\_ inclusive).
12. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid (pages 00300-1 to 00300-3, inclusive).
  - b. Documentation submitted by Contractor prior to Notice of Award
    - 1) Attestation Form (R.S. 38:2227) (Past Criminal Convictions of Bidders)
    - 2) Affidavit Form (R.S. 38:2212.10) (Verification of Employees)
    - 3) Section 3 Certification of Selected Bidder
    - 4) Contractor or Subcontractor Section 3 Plan Format
    - 5) Table A – Proposed Subcontracts Breakdown
    - 6) Table B – Estimated Project Workforce Breakdown
    - 7) Certification of Proposed Subcontractor Regarding Section 3 and Segregated Facilities
    - 8) Affidavit Attesting that Public Contract was not Secured through Employment or Payment of Solicitor
13. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed (pages 1 to 2, inclusive).
  - b. Work Change Directives.
  - c. Change Orders,

B. The documents listed in Paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 8.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## ARTICLE 9 – MISCELLANEOUS

### 9.01 *Terms*

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

### 9.02 *Assignment of Contract*

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

### 9.03 *Successors and Assigns*

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

### 9.04 *Severability*

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

### 9.05 *Contractor's Certifications*

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

1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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

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

OWNER:

Assumption Parish Police Jury

CONTRACTOR

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

P.O. Box 520

Napoleonville, Louisiana 70390

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

Address for giving notices:

\_\_\_\_\_

License No.: \_\_\_\_\_

(Where applicable)

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

Agent for service of process:

\_\_\_\_\_

## END OF SECTION 00600

**SECTION 00605**  
**CONFLICT OF INTEREST**

24 CFR § 570.611

- a) *Applicability.*
  - 1) In the procurement of supplies, equipment, construction, and services by recipients, and by subrecipients (including those specified at § 570.204(c)), the conflict of interest provisions in 24 CFR 85.36 and OMB Circular A-110, respectively, shall apply.
  - 2) In all cases not governed by 24 CFR 85.36 and OMB Circular A-110, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient, by its subrecipients, or to individuals, businesses or other private entities under eligible activities which authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to § 570.202, or grants, loans and other assistance to businesses, individuals and other private entities pursuant to § 570.203, § 570.204 or § 570.455).
- b) *Conflicts prohibited.* Except for the use of CDBG funds to pay salaries and other related administrative or personnel costs, the general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or to gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. For the UDAG program, the above-stated restriction shall apply to all activities that are a part of the UDAG project, and shall cover any financial interest or benefit during, or at any time after, the person's tenure.
- c) *Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or subrecipients which are receiving funds under this part.
- d) *Exceptions: threshold requirements.* Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it determines that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. An exception may be considered only after the recipient has provided the following:
  - 1) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
  - 2) (2) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

e) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d) of this section, HUD shall consider the cumulative effect of the following factors, where applicable:

- 1) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;
- 2) Whether an opportunity was provided for open competitive bidding or negotiation;
- 3) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- 4) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;
- 5) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;
- 6) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- 7) Any other relevant considerations.

**END OF SECTION 00605**

## SECTION 00610

### CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, \_\_\_\_\_, the duly authorized and acting legal representative of \_\_\_\_\_ do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

---

SIGNATURE

---

TYPE OR PRINT NAME

---

DATE

**END OF SECTION 00610**

**SECTION 00620**  
**PERFORMANCE BOND**

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

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

**OWNER (Name and Address):**

Assumption Parish Police Jury  
P.O. Box 520  
Napoleonville, Louisiana 70390

**CONTRACT**

Effective Date of Agreement:

Amount:

Description (Name and Location):

**BOND**

Bond Number:

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

Amount:

Modifications to this Bond Form:

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

**CONTRACTOR AS PRINCIPAL**

**SURETY**

(Seal)

(Seal)

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Signature

Attest:

Signature

Title

Title

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

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

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
  - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
  - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
  - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
    1. Surety in accordance with the terms of the Contract; or
    2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
  - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
  - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
  - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
    2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

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

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### 11. Definitions.

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

FOR INFORMATION ONLY – (Name, Address and Telephone) Surety Agency or Broker: Owner's Representative: C.J. Savoie Consulting Engineers, LLC.
--

#### END OF SECTION 00620

**SECTION 00630  
PAYMENT BOND**

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

**CONTRACTOR (Name and Address):**

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

**OWNER (Name and Address):**

Assumption Parish Police Jury  
P.O. Box 520  
Napoleonville, Louisiana 70390

**CONTRACT**

Effective Date of Agreement:

Amount:

Description (Name and Location):

**BOND**

Bond Number:

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

Amount:

Modifications to this Bond Form:

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

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Contractor's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

Title \_\_\_\_\_

Title \_\_\_\_\_

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

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

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

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

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

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

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

## 15. Definitions

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

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

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

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

Surety Agency or Broker:

Owner's Representative: C.J. Savoie Consulting Engineers, LLC.

**END OF SECTION 00630**

**SECTION 00640****Notice to Proceed**

Date: \_\_\_\_\_

Project:

Owner: \_\_\_\_\_ Owner's Contract No.: \_\_\_\_\_

Contract: \_\_\_\_\_ Engineer's Project No.: \_\_\_\_\_

Contractor:

Contractor's Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You are notified that the Contract Times under the above Contract will commence to run on \_\_\_\_\_. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is \_\_\_\_\_, and the date of readiness for final payment is \_\_\_\_\_  
[or the number of days to achieve Substantial Completion is \_\_\_\_\_, and the number of days to achieve readiness for final payment is 45 Days].

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Assumption Parish Police Jury

\_\_\_\_\_  
Owner\_\_\_\_\_  
Given by:\_\_\_\_\_  
Authorized Signature\_\_\_\_\_  
Title\_\_\_\_\_  
Date**END OF SECTION 00640**

**SECTION 00650****CHANGE ORDER NO. 1**

Date of Issuance: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Project:	Owner: Assumption Parish Police Jury	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

You are directed to make the following change(s) in this contract: Attach itemized breakdown in accordance with R.S. 38:2212M.(5). Also, please give brief description and justification of change(s) below.

Description:

**Attachments (list documents supporting change):**

<b>CHANGE IN CONTRACT PRICE:</b>	<b>CHANGE IN CONTRACT TIMES:</b>
Original Contract Price: \$ _____	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____ : \$ _____	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____ : Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change \$ _____	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

**RECOMMENDED:**By: \_\_\_\_\_  
Engineer (Authorized Signature)

Date: \_\_\_\_\_

Approved by Funding Agency (if applicable):

**ACCEPTED:**By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

**ACCEPTED:**By: \_\_\_\_\_  
Contractor (Authorized Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

(Note: Before any Change Order is routed to Owner for approval it must first be routed to the OCD-DR Project Manager for oversight review).

**SECTION 00660**

Date of Issuance: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

**Contractor is directed to proceed promptly with the following change(s):**

**Attachments (list documents supporting change):**

### **Purpose for Work Change Directive:**

Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

- Nonagreement on pricing of proposed change.
- Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

**Estimated change in Contract Price and Contract Times:**

Recommended for Approval by Engineer:	Date
Authorized for Owner by:	Date
Received for Contractor by:	Date
Received by Funding Agency (if applicable):	Date:

**END OF SECTION 00660**

## WORK CHANGE DIRECTIVE

00660-1

**SECTION 00670****Field Order****No. \_\_\_\_\_**

Date of Issuance: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

**Attention:**

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

Reference: \_\_\_\_\_  
(Specification Section(s)) \_\_\_\_\_ (Drawing(s) / Detail(s)) \_\_\_\_\_Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_Attachments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Engineer: \_\_\_\_\_

<b>Receipt Acknowledged by Contractor:</b>	Date:
--	-------

Copy to Owner

**END OF SECTION 00670**

EJCDC C-942 Field Order

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.

Page 1 of 1

## SECTION 00700

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

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



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ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

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

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## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

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

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

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

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

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

42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

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

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

48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

49. *Unit Price Work*—Work to be paid for on the basis of unit prices.

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

51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to

emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

## 1.02 Terminology

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

B. *Intent of Certain Terms or Adjectives:*

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

C. *Day:*

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

D. *Defective:*

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

- does not conform to the Contract Documents; or
- does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
- has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

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

## **ARTICLE 2 – PRELIMINARY MATTERS**

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

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

**2.02 *Copies of Documents***

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

**2.03 *Commencement of Contract Times; Notice to Proceed***

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

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
2. a preliminary Schedule of Submittals; and
3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on

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

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

## **ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE**

### **3.01 *Intent***

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

### **3.02 *Reference Standards***

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

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

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies:*

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

#### B. *Resolving Discrepancies:*

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

### 3.04 *Amending and Supplementing Contract Documents*

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

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

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
  1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
  2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

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

## **ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS**

### **4.01 Availability of Lands**

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

### **4.02 Subsurface and Physical Conditions**

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

#### 4.03 Differing Subsurface or Physical Conditions

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

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

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

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

C. *Possible Price and Times Adjustments:*

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

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

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

#### 4.04 *Underground Facilities*

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

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

B. *Not Shown or Indicated:*

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

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

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

#### 4.05 *Reference Points*

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

#### 4.06 *Hazardous Environmental Condition at Site*

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

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

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

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

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

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

## **ARTICLE 5 – BONDS AND INSURANCE**

### **5.01 *Performance, Payment, and Other Bonds***

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

### **5.02 *Licensed Sureties and Insurers***

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

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

#### 5.03 *Certificates of Insurance*

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

#### 5.04 *Contractor's Insurance*

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

- a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
- b. by any other person for any other reason;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
7. Owner is not allowed to do business with any contractor or vendor who has an owner exclusion on Workers Comp Insurance. Exception is absentee owners which should be noted in the description section of the COI. The box marked Y/N must be answered, and if yes, then the description must indicate the absentee owner. An absentee owner is not someone who is present on the job, it is an individual who owns the business but doesn't actively participate in its daily operations or management. An absentee owner is not physically present or directly involved in business activities.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage:

- a. Such insurance shall remain in effect for two years after final payment.
- b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

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

5.06 *Property Insurance*

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

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

B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

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

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

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

#### 5.07 *Waiver of Rights*

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

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

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

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain

prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

#### 5.10 *Partial Utilization, Acknowledgment of Property Insurer*

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

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

#### 6.01 *Supervision and Superintendence*

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

#### 6.02 *Labor; Working Hours*

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

## 6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

## 6.04 *Progress Schedule*

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

## 6.05 *Substitutes and “Or-Equals”*

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

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

2. *Substitute Items:*

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

- c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
- 3) will identify:
  - a) all variations of the proposed substitute item from that specified, and
  - b) available engineering, sales, maintenance, repair, and replacement services; and
- 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

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

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

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

E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

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

#### 6.06 *Concerning Subcontractors, Suppliers, and Others (NOT APPLICABLE)*

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

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

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

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

#### 6.07 *Patent Fees and Royalties*

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

#### 6.08 *Permits*

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

## 6.09 *Laws and Regulations*

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

## 6.10 *Taxes*

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

## 6.11 *Use of Site and Other Areas*

### A. *Limitation on Use of Site and Other Areas:*

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

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

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

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

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

#### 6.12 Record Documents

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

#### 6.13 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

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.

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

#### 6.14 *Safety Representative*

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

#### 6.15 *Hazard Communication Programs*

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

#### 6.16 *Emergencies*

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

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

#### 6.17 *Shop Drawings and Samples*

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

##### 1. *Shop Drawings:*

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

##### 2. *Samples:*

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

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

##### C. *Submittal Procedures:*

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

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

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

*D. Engineer's Review:*

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

*E. Resubmittal Procedures:*

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

**6.18 Continuing the Work**

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

## 6.19 *Contractor's General Warranty and Guarantee*

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

## 6.20 *Indemnification*

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

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

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

#### 6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

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

## ARTICLE 7 – OTHER WORK AT THE SITE

### 7.01 *Related Work at Site*

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

### 7.02 *Coordination*

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

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

**7.03 *Legal Relationships***

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

**ARTICLE 8 – OWNER'S RESPONSIBILITIES**

**8.01 *Communications to Contractor***

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

**8.02 *Replacement of Engineer***

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

**8.03 *Furnish Data***

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

**8.04 *Pay When Due***

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

**8.05 *Lands and Easements; Reports and Tests***

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

**8.06 *Insurance***

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

8.07 *Change Orders*

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

8.08 *Inspections, Tests, and Approvals*

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

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

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

8.11 *Evidence of Financial Arrangements*

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

8.12 *Compliance with Safety Program*

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

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

9.01 *Owner's Representative*

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

9.02 *Visits to Site*

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

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

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

#### 9.03 *Project Representative*

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

#### 9.04 *Authorized Variations in Work*

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

#### 9.05 *Rejecting Defective Work*

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

9.06 *Shop Drawings, Change Orders and Payments*

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

9.07 *Determinations for Unit Price Work*

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

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

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

9.09 *Limitations on Engineer's Authority and Responsibilities*

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

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

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

#### 9.10 *Compliance with Safety Program*

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

### **ARTICLE 10 – CHANGES IN THE WORK; CLAIMS**

#### 10.01 *Authorized Changes in the Work*

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

## 10.02 Unauthorized Changes in the Work

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

## 10.03 Execution of Change Orders

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

## 10.04 Notification to Surety

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

## 10.05 Claims

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

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

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

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

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

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

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

## **ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### **11.01 *Cost of the Work***

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

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

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

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

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

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

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

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

#### 11.02 *Allowances*

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

#### 11.03 *Unit Price Work*

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

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

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

## **ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES**

### **12.01 *Change of Contract Price***

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

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

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

#### 12.02 *Change of Contract Times*

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

#### 12.03 *Delays*

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

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

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

## **ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

### **13.01 *Notice of Defects***

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

### **13.02 *Access to Work***

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

### 13.03 *Tests and Inspections*

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

### 13.04 *Uncovering Work*

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

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

#### 13.05 *Owner May Stop the Work*

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

#### 13.06 *Correction or Removal of Defective Work*

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

#### 13.07 *Correction Period*

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

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

#### 13.08 *Acceptance of Defective Work*

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

### 13.09 Owner May Correct Defective Work

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

## ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

### 14.01 Schedule of Values

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

### 14.02 Progress Payments

#### A. Applications for Payments:

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

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

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

**B. *Review of Applications:***

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

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

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

C. *Payment Becomes Due:*

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

*D. Reduction in Payment:*

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

**14.03 Contractor's Warranty of Title**

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

**14.04 Substantial Completion**

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

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

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

#### 14.05 *Partial Utilization*

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

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

#### 14.06 *Final Inspection*

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

#### 14.07 *Final Payment*

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

##### B. *Engineer's Review of Application and Acceptance:*

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

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

C. *Payment Becomes Due:*

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

14.08 *Final Completion Delayed*

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

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:

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

## ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

### 15.01 *Owner May Suspend Work*

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

### 15.02 *Owner May Terminate for Cause*

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

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

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

#### *15.03 Owner May Terminate For Convenience*

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

#### *15.04 Contractor May Stop Work or Terminate*

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

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

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

## ARTICLE 16 – DISPUTE RESOLUTION

### 16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
2. agrees with the other party to submit the Claim to another dispute resolution process; or
3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

## ARTICLE 17 – MISCELLANEOUS

### 17.01 *Giving Notice*

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

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

#### 17.02 *Computation of Times*

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

#### 17.03 *Cumulative Remedies*

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

#### 17.04 *Survival of Obligations*

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

#### 17.05 *Controlling Law*

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

#### 17.06 *Headings*

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

## **END OF SECTION 00700**

## SECTION 00710

### SUPPLEMENTARY CONDITIONS

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## SUPPLEMENTARY CONDITIONS

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

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

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

**SC-1.01      *Defined Terms***

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

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

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

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

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

**SC-2.02      *Copies of Documents***

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

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

SC-2.03      *Commencement of Contract Times; Notice to Proceed*

SC-2.03      Delete Paragraph 2.03.A in its entirety and insert the following in its place:

A. The Contract Times will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement or within 60 days after the day of the Bid opening, whichever date is earlier; or the Notice to Proceed may be given at any time mutually agreed to by the Owner and Contractor.

SC-4.01      *Availability of Lands*

SC-4.01      Add the following new paragraph immediately after Paragraph 4.01.C:

A. Permanent improvements on private property are limited to those areas having an executed easement or servitude agreement prior to installation. Contractor is to comply with all terms, restrictions, special conditions, etc., as described in the easements or servitudes. Costs of such compliance are to be reflected in related work. No separate compensation will be made for this compliance.

SC-4.02      *Differing Subsurface or Physical Conditions*

SC-4.02.A.      Add the following new paragraph immediately after Paragraph 4.02.A.2:

3. No reports or drawings of subsurface conditions exist; other than utility plans maintained by the utility providers in the Project area.

SC-4.03      *Differing Subsurface or Physical Conditions*

SC-4.03.C.      Revise Paragraph 4.03C.b to read as follows:

b. With respect to Work that is paid for on a unit price basis, the provisions of R.S. 38:2212M(5) shall prevail.

SC-4.04      *Underground Facilities*

SC-4.04.B      Add the following new paragraph immediately after Paragraph 4.04.B.2:

3. Shown or not shown or indicated or not indicated, Contractor shall be fully responsible for having all existing Underground Facilities, within the project limits, located by the owner of the facilities prior to commencement of the Work. The cost for this work shall be included in the Contract Price.

SC-4.06 *Hazardous Environmental Conditions*

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

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

SC-5.04 *Contractor's Liability Insurance – Please see attached Section 720 Supplementary Insurance Requirements.*

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

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

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

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

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

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

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

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

- e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.
- f. Excess or Umbrella Liability
 

<input type="checkbox"/> General Aggregate	<u>\$2,000,000</u>
<input type="checkbox"/> Each Occurrence	<u>\$2,000,000</u>
- 3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:
 

a. Combined Single Limit of	<u>\$1,000,000</u>
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- 4. The Contractual Liability coverage required by Paragraph 5.04.B.3 of the General Conditions shall provide coverage for not less than the following amounts:
 

a. Bodily Injury: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; text-align: left; padding-bottom: 5px;">Each person</td> <td style="width: 40%; text-align: right; padding-bottom: 5px;"><u>\$1,000,000</u></td> </tr> <tr> <td style="text-align: left; padding-bottom: 5px;">Each Accident</td> <td style="text-align: right; padding-bottom: 5px;"><u>\$1,000,000</u></td> </tr> </table>	Each person	<u>\$1,000,000</u>	Each Accident	<u>\$1,000,000</u>	<u>\$1,000,000</u>
Each person	<u>\$1,000,000</u>				
Each Accident	<u>\$1,000,000</u>				
b. Property Damage: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; text-align: left; padding-bottom: 5px;">Each Accident</td> <td style="width: 40%; text-align: right; padding-bottom: 5px;"><u>\$1,000,000</u></td> </tr> <tr> <td style="text-align: left; padding-bottom: 5px;">Annual Aggregate</td> <td style="text-align: right; padding-bottom: 5px;"><u>\$2,000,000</u></td> </tr> </table>	Each Accident	<u>\$1,000,000</u>	Annual Aggregate	<u>\$2,000,000</u>	<u>\$2,000,000</u>
Each Accident	<u>\$1,000,000</u>				
Annual Aggregate	<u>\$2,000,000</u>				
- 5. The Contractor and at his expense, shall provide the Owner with an Owner's Protective Liability Insurance Policy naming the Owner as the named insured and the Engineer, and each of their officers, agents and employees as additional insureds under that policy, said policy to protect said parties from claims which may arise from operations under the contract. Limits of policy coverage shall be bodily injury liability \$1,000,000 each person/\$2,000,000 aggregate; property damage - \$1,000,000 per person/\$2,000,000 aggregate.

SC-6.02 *Labor; Working Hours*

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

- C. Contractor shall provide the written notice required at least 48 hours prior to intended commencement date.

SC-6.03 *Services, Materials, and Equipment*

SC-6.03 Add the following new paragraph immediately after paragraph 6.03.C:

D. Suppliers of all materials or equipment furnished shall supply manufacturer's printed warranties on all materials or equipment furnished. The Contractor shall furnish these warranties with the Shop Drawings submittal. The warranties shall warrant the materials or equipment for a period of one (1) year from the filing of the Substantial Completion certificate.

SC-6.06 *Concerning Subcontractors, Suppliers and Others*

SC-6.06 Add the following new paragraphs immediately after Paragraph 6.06.G:

H. As a condition of award of a subcontract in relation to Contractor's prime contract with the Owner, subcontractor agrees that it shall indemnify, hold harmless, and waive all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court costs and expenses) arising out of or resulting from the performance of its subcontract obligations in relation to Contractor's prime contract with Owner. In the event it is necessary to enforce this Contract or subcontract in any judicial forum or Owner selected arbitration, the parties agree that whoever substantially prevails in the litigation shall be entitled to its reasonable attorney's fees as fixed by the court.

I. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by a particular Subcontractor or Supplier.

SC-6.17 *Shop Drawings and Samples*

SC-6.17 Add the following new paragraphs immediately after Paragraph 6.17.E:

F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three (3) submittals. Engineer will record Engineer's time for reviewing subsequent submittals of Shop Drawings, samples, or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time.

G. In the event that Contractor requests a change of a previously approved item, Contractor shall reimburse Owner for Engineer's

charges for its review time unless the need for such change is beyond the control of the Contractor.

SC-6.20 *Indemnification*

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

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

SC-7.01 *Related Work at Site*

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

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

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

SC-7.04 *Claims Between Contractors*

- A. Should Contractor cause damage to the work or property of any other contractor at the Site, or should any claim arising out of Contractor's performance of the Work at the Site be made by any other contractor against Contractor, Owner, Engineer, or the construction coordinator, then Contractor (without involving Owner, Engineer, or construction coordinator) shall either (1) remedy the damage, (2) agree to compensate the other contractor for remedy of the damage, or (3) remedy the damage and attempt to settle with such other contractor by agreement, or otherwise resolve the dispute by arbitration or at law.
- B. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Engineer, the construction coordinator and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any other contractor against Owner, Engineer, consultants, or the construction coordinator to the extent and claim is based on or arises out of Contractor's performance of the Work. Should another contractor cause damage to the Work or property of Contractor or should the performance of work by any other contractor at the Site give rise to any other Claim, Contractor shall not institute any actions, legal or equitable, against Owner, Engineer, or the construction coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from Owner, Engineer, or the construction coordinator on account of any such damage or Claim.
- C. If Contractor is delayed at any time in performing or furnishing the Work by any act or neglect of another contractor, and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, Contractor may make a Claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be Contractor's exclusive

remedy with respect to Owner, Engineer, and construction coordinator for any delay, disruption, interference, or hindrance caused by any other contractor. This paragraph does not prevent recovery from Owner, Engineer, or construction coordinator for activities that are their respective responsibilities.

SC-9.03 *Project Representative*

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

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

SC-10.01 *Authorized Changes in the Work*

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

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

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

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

SC-11.01 *Cost of the Work*

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

c. *Construction Equipment and Machinery:*

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

SC-11.03 *Unit Price Work*

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

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

SC-12.01 *Change of Contract Price*

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

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

SC-12.02 *Change of Contract Times*

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

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

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

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

*Note: Contract is on a calendar day basis.*

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

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

SC-13.03 *Tests and Inspections*

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

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

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

SC-14.02 *Progress Payments*

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

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

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

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

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

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

1. Twenty-five (25) days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount will (subject to the provisions of Paragraph 14.02 D) become due, and when due will be paid by Owner to Contractor; except for projects funded fully or in part by a Federal reimbursement program. For such projects the Owner will make payment in a timely manner consistent with reimbursement.

SC-14.04 *Substantial Completion*

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

- A. Specific items of work required to be completed prior to consideration of the Project as being substantially complete are described in the General Requirements. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a report to the Owner recommending acceptance of the Contract as Substantially Complete.

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

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

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

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

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

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

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

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

F. At the end of the 45 day lien period payment shall be approved for all punch list items completed up to that time. After that payment, none of the remaining funds shall be due the Contractor until all punch list items are completed and are accepted by the Engineer. If the dollar value of the punch list exceeds the amount of funds, less the retainage amount, in the remaining balance of the Contract, then the Project shall not be considered as substantially complete. If

funds remaining are less than that required to complete the Work, the Contractor shall pay the difference.

SC-14.07 *Final Payment*

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

- e. A certified clear lien certificate on the Contract obtained from the Clerk of Court after 45 days from the recordation date of the certificate of substantial completion.

SC-16.01 *Methods and Procedure*

SC-16.01 Delete Article 16 – Dispute Resolution in its entirety and insert the following in its place:

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

SC-17.01 *Giving Notice*

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

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

SC-17.05 *Controlling Law*

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

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

SC-17.07 *Recovery of Attorney's Fees*

SC-17.07 Add the following new paragraph immediately after Paragraph 17.06:

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

SC-17.08 *Precedence Between Federal Compliance Provisions and Other Provisions*

SC-17.08 Add the following new paragraph immediately after Paragraph 17.07:

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

SC-17.09 *Ownership and Use of Drawings, Specifications and Other Instruments of Service*

SC-17.09 Add the following new paragraph immediately after Paragraph 17.08:

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

SC-17.10 *Contractor and Subcontractor Employees*

SC-17.10 Add the following new paragraph immediately after Paragraph 17.09:

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

SC-17.11 *Human Remains, Archeological Sites, Etc.*

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

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

SC-17.12 *Subcontractor Responsibility*

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

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

## **SUPPLEMENTARY CONDITIONS**

### **EXHIBIT A**

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

## EXHIBIT A

### Duties, Responsibilities and Limitations of Authority of Project Representative

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

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

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

#### A. General

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

#### B. Duties and Responsibilities of PR

1. *Schedules:* Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. *Conferences and Meetings:* Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. *Liaison:*
  - a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of Contract Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
  - b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

4. *Shop Drawings and Samples:*

a. Record date of receipt of Shop Drawings and Samples.

b. Receive Samples, which are furnished at the Site by CONTRACTOR, and notify ENGINEER of availability of Samples for examination.

c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by ENGINEER.

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

a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to ENGINEER whenever PR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that PR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

c. Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.

d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

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

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

8. *Records:*

a. Maintain at the job Site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including all Work Change Directives, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to CONTRACTOR and other Project related documents.

b. Prepare a daily report or keep a diary or log book, recording CONTRACTOR's hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

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

9. *Reports:*

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

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

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

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

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

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

12. *Completion:*

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

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

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

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

**C. Limitations on Authority of PR**

Project Representative:

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

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

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

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

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

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

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

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

## **SECTION 00720**

### **SUPPLEMENTARY INSURANCE REQUIREMENTS**

Contractor shall have and maintain, until final acceptance of the Work by the Owner and Assumption Parish Police Jury, the minimum insurance described herein with an insurance company authorized to do business in the State of Louisiana that has an industry rating of at least A-, Class VI, according to A.M. Best's Key Rating Guide. Contractor shall deliver to Owner certificates of insurance showing such insurance is in effect prior to execution of the Contract, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause). These requirements shall not be construed to limit any obligations of indemnity and/ or defense of the Contractor or Surety, but constitutes minimum insurance requirements, which must be provided and maintained.

Workers' Compensation with full statutory limits as required under Louisiana law with Employer's Liability coverage in an amount not less than \$500,000 per accident for bodily injury or disease.

**Commercial General Liability coverage when the Contract amount is as follows:**

#### **GENERAL AGGREGATE:**

<u>Contract Amount</u>	<u>Minimum Limits of Insurance</u>
Less than 1,000,000	\$1,000,000
\$1,000,000 to \$5,000,000	\$2,000,000
\$5,000,000 to \$10,000,000	\$3,000,000
Greater than \$10,000,000	\$4,000,000

#### **PRODUCTS-COMPLETED OPERATIONS AGGREGATE:**

<u>Contract Amount</u>	<u>Minimum Limits of Insurance</u>
Less than 1,000,000	\$1,000,000
\$1,000,000 to \$5,000,000	\$2,000,000
\$5,000,000 to \$10,000,000	\$3,000,000
Greater than \$10,000,000	\$4,000,000

#### **PERSONAL AND ADVERTISING INJURY:**

<u>Contract Amount</u>	<u>Minimum Limits of Insurance</u>
Less than \$5,000,000	\$1,000,000
Greater than \$5,000,000	\$2,000,000

**EACH OCCURRENCE:**

<u>Contract Amount</u>	<u>Minimum Limits of Insurance</u>
Less than \$5,000,000	\$1,000,000
Greater than \$5,000,000	\$2,000,000

The above Commercial General Liability coverage shall not be narrowed by endorsement without the express written agreement of Owner.

Business Automobile Liability coverage with a combined single limit of no less than \$1,000,000.

A combination of primary and excess or umbrella insurance may be used to satisfy the insurance requirements. Any excess or umbrella insurance must follow form with the underlying coverages and provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory and additional insured.

Contractor's Pollution Liability insurance applicable to the work performed under this Contract. Coverage shall include, at a minimum, bodily injury, property damage, and costs associated with clean-up and remediation resulting from pollution conditions arising out of the Contractor's operations.

Limits of liability shall be no less than the following, based on the total contract value:

<u>Contract Amount</u>	<u>Minimum Limits of Insurance</u>
Less than 1,000,000	\$1,000,000
\$1,000,000 to \$5,000,000	\$2,000,000
\$5,000,000 to \$10,000,000	\$3,000,000
Greater than \$10,000,000	\$4,000,000

Professional Liability insurance covering claims arising out of negligent acts, errors, or omissions in the performance of professional services under this Contract.

Limits of liability shall not be less than the amounts indicated below, based on the total contract value:

<u>Contract Amount</u>	<u>Minimum Limits of Insurance</u>
Less than 1,000,000	\$1,000,000
\$1,000,000 to \$5,000,000	\$2,000,000
\$5,000,000 to \$10,000,000	\$3,000,000
Greater than \$10,000,000	\$4,000,000

Except for Professional Liability, Workers' Compensation and Employer's Liability, all insurance required under this Contract must include Assumption Parish as an Additional Insured. For Commercial General Liability coverage, the Additional Insured coverage shall apply to both ongoing and completed operations, using an endorsement form at least as broad as ISO CG 20 10 11 85. If not CG 20 10 11 85 is not available, acceptable alternatives include a combination of CG 20 10, CG 20 26, CG 20 33, or CG 20 38, together with CG 20 37 (if using later editions), or equivalent forms providing comparable coverage.

All policies of insurance required herein shall include a waiver of subrogation in favor of Owner. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The certificate holder shall be listed as follows:

Assumption Parish Police Jury  
4813 Highway 1  
P. O. Box 520  
Napoleonville, La 70390

The insurance to be provided by Contractor shall not include any provision, exclusion or endorsement precluding coverage for claims between insureds and/or additional insureds.

- Contractor or its insurer must provide at least 30 days' written notice to Owner prior to cancellation of any of the required insurance coverage(s).
- At each renewal of Contractor's insurance policies, and whenever otherwise requested by Owner, Contractor shall deliver to Owner certificates of insurance evidencing Contractor's insurance policies are in effect. Owner reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required herein, at any time.
- If Contractor maintains broader coverage and/or higher limits than Owner requires herein, Owner shall be entitled to the broader coverage and/or higher limits maintained by Contractor.
- Contractor's insurance shall be primary as respects Owner's insurance. Any insurance or self-insurance maintained by Owner shall be excess of Contractor's insurance and shall not contribute with it.
- Contractor shall be responsible for all deductibles and self-insured retentions.
- Owner reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

- Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that Owner is an additional insured on insurance required from subcontractors.

All contractors and/or service providers for the Assumption Parish Police Jury are required to have General Liability insurance, along with Workers Compensation insurance as applicable above, with the exception of grass cutting contractors, junk car inspectors and/or any other contractor/service provider for an insignificant amount and non-repetitive usage that the Secretary-Treasurer may deem appropriate. Certificates of insurance should be provided prior to issuance of any contract and/or purchase requisition/order.

The jury has decided that we can no longer use vendors, who provide services, with Owner Exclusion on their Worker's Comp Insurance. The only exception to the rule is if the owners excluded are Absentee which should be noted in the Description part of the Insurance Certificate. The box marked Y/N must be answered, and if yes, then the description must indicate the absentee owner. An absentee owner is not someone who is present on the job, it is an individual who owns the business but doesn't actively participate in its daily operations or management. An absentee owner is not physically present or directly involved in business activities.

**END OF SECTION 00720**

**SECTION 00800**

**CDBG COMPLIANCE PROVISIONS**

**for**

**CONSTRUCTION CONTRACTS**

*(These provisions must be included in all construction contracts)*

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1. **EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**

(applicable to contracts and subcontracts above \$10,000)

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

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. **STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY**  
**CONSTRUCTION CONTRACT SPECIFICATIONS**  
(applicable to contracts and subcontracts above \$10,000)

A. As used in these specifications:

- (1) "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- (2) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- (3) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- (4) "Minority" includes:
  - (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish Culture or origin, regardless of race);
  - (c) Asian and Pacific Islander (all persons having origins in any of the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

- B. When the Contractor, or any subcontractor, at anytime, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract, in excess of \$10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- C. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

- D. The Contractor shall implement the specific affirmative action standards provided in paragraphs G(1) through G(16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing contracts in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- E. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- F. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- G. The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - (1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - (2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
  - (3) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

- (4) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement have not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- (5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly includes minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under G(2) above.
- (6) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on a bulletin board accessible to all employees at each location where construction work is performed.
- (7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- (9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

- (11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- (12) Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- (13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- (14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- (15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitation to minority and female contractor associations and other business associations.
- (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

H. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (G(1) through G(16)). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under G(1) through G(16) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.

I. A single goal for minorities and a separate single goal for women has been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

J. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any persons because of race, color, religion, sex, or national origin.

K. The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to E.O. 11246.

- L. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to E.O. 11246, as amended.
- M. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph G of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- N. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprenticeship trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
- O. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**3. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION**

(applicable to contracts and subcontract over \$10,000)

- A. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- B. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation: \_\_\_\_\_ *(see table below)*

Goals for female participation: \_\_\_\_\_ 6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed.

With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations

required by the specifications set forth in 41 CFR 60-4.3 (a) and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

#### **MINORITY PARTICIPATION GOALS**

PARISH	MIN. GOAL (%)	PARISH	MIN. GOAL (%)	PARISH	MIN. GOAL (%)	PARISH	MIN. GOAL (%)
Acadia	24.1	E. Baton Rouge	26.1	Madison	27.9	St. Landry	24.1
Allen	17.8	East Carroll	27.9	Morehouse	27.9	St. Martin	24.1
Ascension	26.1	East Feliciana	30.4	Natchitoches	29.3	St. Mary	24.1
Assumption	27.7	Evangeline	24.1	Orleans	31.0	St. Tammany	31.0
Avoyelles	29.3	Franklin	27.9	Ouachita	22.8	Tangipahoa	27.7
Beauregard	17.8	Grant	25.7	Plaquemines	27.7	Tensas	27.9
Bienville	29.3	Iberia	24.1	Pointe Coupee	30.4	Terrebonne	27.7
Bossier	29.3	Iberville	30.4	Rapides	25.7	Union	27.9
Caddo	29.3	Jackson	27.9	Red River	29.3	Vermilion	24.1
Calcasieu	19.3	Jefferson	31.0	Richland	27.9	Vernon	17.8
Caldwell	27.9	Jefferson Davis	17.8	Sabine	29.3	Washington	27.7
Cameron	17.8	Lafayette	20.6	St. Bernard	31.0	Webster	29.3
Catahoula	27.9	Lafourche	27.7	St. Charles	27.7	W. Baton Rouge	26.1
Claiborne	29.3	LaSalle	27.9	St. Helena	30.4	West Carroll	27.9
Concordia	30.4	Lincoln	27.9	St. James	27.7	West Feliciana	30.4
De Soto	29.3	Livingston	26.1	St. John the Baptist	27.7	Winn	29.3

- C. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the sub-contract; and the geographical area in which the contract is to be performed.
- D. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is known as the Marais/Lower Texas area of Labadieville, Louisiana in Assumption Parish: Project is located starting approximately at the beginning of the intersection of Oakley Road and LA-1 to the intersection of LA-1011 and LA-1, extending from LA-1 to the Marais Canal.

#### **4. CERTIFICATION OF NONSEGREGATED FACILITIES** (applicable to contracts and subcontracts over \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated

facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

**5. CIVIL RIGHTS**

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**6. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

**7. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES**

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

## **8. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)**

(applicable to contracts and subcontracts over \$10,000)

- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**9. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

**10. AGE DISCRIMINATION ACT OF 1975**

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

**11. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS**  
(applicable to contracts and subcontracts exceeding \$100,000)

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating

Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

**12. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION**

**A. Lead-Based Paint Hazards**

(include in contracts for construction or rehabilitation of residential structures)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under Subpart B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14 (f) thereof.

**B. Use of Explosives (Modify as required)**

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and federal laws in purchasing and handling explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

**C. Danger Signals and Safety Devices (Modify as Required)**

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the

Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

**13. FLOOD DISASTER PROTECTION**

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said

Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

**14. ACCESS TO RECORDS - MAINTENANCE OF RECORDS**

The State of Louisiana, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the State's final closeout of the grant.

**15. INSPECTION**

The authorized representative and agents of the State of Louisiana and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

**16. REPORTING REQUIREMENTS**

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

**17. CONFLICT OF INTEREST**

A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be

incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

**18. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED**

(applicable to contracts and subcontracts of \$10,000 and under)

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

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. Contractors shall incorporate foregoing requirements in all subcontracts.

**19. PATENTS**

- A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.
- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.
- C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

**20. COPYRIGHT**

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

**21. TERMINATION FOR CAUSE**

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

**22. TERMINATION FOR CONVENIENCE**

The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

**23. ENERGY EFFICIENCY**

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

**24. SUBCONTRACTS**

- A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the State of Louisiana.
- B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.
- C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

**25. DEBARMENT, SUSPENSION, AND INELIGIBILITY**

The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

**26. PROTECTION OF LIVES AND HEALTH**

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the worksite, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971, Title 29 - LABOR, shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the Owner may determine to be reasonably necessary.

**27. BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

**28. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

**29. CHANGES**

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

**30. PERSONNEL**

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

**31. ANTI-KICKBACK RULES**

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

**32. ASSIGNABILITY**

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

**33. INTEREST OF CONTRACTOR**

The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

**34. POLITICAL ACTIVITY**

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

**35. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET**

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

**36. DISCRIMINATION DUE TO BELIEFS**

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

**37. CONFIDENTIAL FINDINGS**

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

**38. LOBBYING**

The Contractor certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**39. FEDERAL LABOR STANDARDS PROVISIONS**

The Contractor shall abide by the requirements of the Federal Labor Standards Provisions (form HUD-4010) as follows.

**Federal Labor Standards Provisions**  
**U.S. Department of Housing and Urban Development**  
**Office of Labor Relations**

**Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards

Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 12150140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) **If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.** (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3.(i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and Trainees.**

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of

fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(ii) Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.**

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5

are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration.... makes, utters or publishes any statement knowing the same to be false.... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed

with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

form HUD-4010 (06/2009)  
Previous edition is obsolete.  
ref. Handbook 1344.1

**END OF SECTION 00800**

**SECTION 00810**

**FEDERAL WAGE DECISION**

"General Decision Number: LA20260004 01/02/2026

Superseded General Decision Number: LA20250004

State: Louisiana

Construction Type: Heavy

Counties: Allen, Assumption, Avoyelles, Beauregard, Bienville, Caldwell, Cameron, Catahoula, Claiborne, Concordia, De Soto, East Carroll, East Feliciana, Evangeline, Franklin, Grant, Iberia, Iberville, Jackson, Jefferson Davis, La Salle, Lincoln, Madison, Morehouse, Natchitoches, Pointe Coupee, Red River, Richland, Sabine, St Helena, St Mary, Tangipahoa, Tensas, Union, Vermilion, Vernon, Washington, West Carroll, West Feliciana and Winn Counties in Louisiana.

HEAVY CONSTRUCTION PROJECTS (includes water wells, water & sewer lines, and flood control; excludes elevated storage tanks)

Modification Number	Publication Date
0	01/02/2026

ELEC0130-007 12/02/2024

ASSUMPTION AND ST. MARY (Northeast of Atchafalaya River)  
PARISHES

	Rates	Fringes
ELECTRICIAN.....	\$ 35.00	16.03

ELEC0194-006 09/02/2025

BIENVILLE, CLAIBORNE, DE SOTO, NATCHITOCHES (Northeast of the Red River), and RED RIVER PARISHES

	Rates	Fringes
ELECTRICIAN.....	\$ 35.85	15.58

ELEC0446-004 03/01/2025

CALDWELL, EAST CARROLL, FRANKLIN, JACKSON, LINCOLN, MADISON, MOREHOUSE, RICHLAND, TENSAS, UNION, and WEST CARROLL PARISHES

	Rates	Fringes
ELECTRICIAN.....	\$ 29.55	2%+13.77

ELEC0576-002 09/01/2025

AVOYELLES, CATAHOULA, CONCORDIA, EVANGELINE, GRANT, LA SALLE, NATCHITOCHES (Southwest of Red River), SABINE, VERNON, AND WINN PARISHES

	Rates	Fringes
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ELECTRICIAN.....\$ 30.00 4.25%+10.75

ELEC0861-004 09/01/2024

ALLEN, BEAUREGARD, CAMERON, IBERIA, JEFFERSON DAVIS, ST. MARY  
(Southwest of Atchafalaya River), AND VERMILION PARISHES

Rates Fringes

ELECTRICIAN.....\$ 31.98 4.34%+13.75

ELEC0995-002 01/01/2025

EAST FELICIANA, IBERVILLE, POINTE COUPEE, ST. HELENA, AND WEST  
FELICIANA PARISHES

Rates Fringes

ELECTRICIAN.....\$ 29.47 13.50

ELEC1077-005 05/26/2025

TANGIPAHOA and WASHINGTON PARISHES

Rates Fringes

ELECTRICIAN.....\$ 30.35 3%+11.55

SULA2004-008 05/19/2004

Rates Fringes

CARPENTER (including  
formsetting/formbuilding).....\$ 14.75 0.00

Laborers:

Common.....\$ 7.60 0.00  
Pipelayer.....\$ 8.47 0.00PIPEFITTER (excluding  
pipelaying).....\$ 18.75 4.05

Power equipment operators:

Backhoe/Excavator.....\$ 11.67 0.00  
Boring Machine.....\$ 10.25 0.00  
Bulldozer.....\$ 11.82 0.00  
Crane.....\$ 13.60 0.00  
Dragline.....\$ 13.12 0.00  
Front End Loader.....\$ 9.93 0.00  
Mechanic.....\$ 12.50 0.00  
Trackhoe.....\$ 11.99 0.00  
Tractor.....\$ 10.43 0.00  
Water Well Driller.....\$ 10.73 2.01

Truck drivers:

Dump.....\$ 10.00 0.00  
Water.....\$ 8.00 0.00WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the

example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210.

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END OF GENERAL DECISION



**SECTION 00820**

**DAVIS-BACON LABOR STANDARDS -  
A CONTRACTOR'S GUIDE TO PREVAILING  
WAGE REQUIREMENTS FOR FEDERALLY-ASSISTED  
CONSTRUCTION PROJECTS**



U.S. Department of Housing  
and Urban Development

Labor Relations Desk Guide  
LR01.DG

# DAVIS-BACON

## LABOR STANDARDS

*A Contractor's Guide  
to Prevailing Wage Requirements  
for Federally-Assisted Construction Projects*

January 2012  
Previous versions obsolete

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## INTRODUCTION

This Guide has been prepared for you as a contractor performing work on construction projects that are assisted by the Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide does not address contractor requirements involved in direct Federal contracting where HUD or another Federal agency enters into a procurement contract. In this latter case, the Federal Acquisition Regulations (FAR) are applicable. While the guidance contained in this Guide is generally applicable to any Davis-Bacon covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

Our objective here is to provide you with a guide which is simple and non-bureaucratic yet comprehensive and which will help you better understand and comply with Davis-Bacon labor standards. HUD's Office of Labor Relations worked closely with the Department of Labor's Wage and Hour Division to make sure that the labor standards provisions in your contract and the specifics of complying with them represent the latest information. It is the Department of Labor which has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts they either fund or assist in funding.

There are three chapters in this Guide. The first chapter offers a brief description of the laws and regulations associated with Federal labor standards administration and enforcement and discusses both what's in your contract that requires Davis-Bacon compliance and your responsibilities. The second chapter deals with labor standards and payroll reporting requirements. The third chapter discusses what can happen in the event there is a dispute about the wage rates that should be (or have been) paid and any back wages that may be due.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. Should you wish assistance in determining whether Davis-Bacon wage rates apply to a particular project or if you need other related technical assistance, please consult with the HUD Labor Relations Field staff for your area. If you don't know which staff to contact, a list of Labor Relations field offices and their geographic areas and telephone numbers can be found on HUD's Home Page at the address below.

**Visit the Office of Labor Relations on-line:**

<http://www.hud.gov/offices/olr>

Obtain additional copies of this Guide and other publications at our website or by telephone from HUD's Customer Service Center at (800)767-7468.

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## CHAPTER 1 LAWS, REGULATIONS, CONTRACTS AND RESPONSIBILITIES

The following paragraphs describe what the labor standards laws and regulations actually say and what they mean to you on HUD projects:

### 1-1 DAVIS-BACON AND OTHER LABOR LAWS.

- a. **The Davis-Bacon Act (DBA).** The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

Most HUD construction work is not covered by the DBA itself since HUD seldom contracts directly for construction services. Most often, if Davis-Bacon wage rates apply to a HUD project it is because of a labor provision contained in one of HUD's "Related Acts" such as the U. S. Housing Act of 1937, the National Housing Act, the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990, and the Native American Housing Assistance and Self-Determination Act of 1996. The Related Acts are often referred to as the Davis-Bacon and Related Acts or DBRA.

- b. **The Contract Work Hours and Safety Standards Act (CWHSSA).** CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts *except* where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty (\$10/day per violation). Intentional violations of CWHSSA standards can be considered for Federal criminal prosecution.

CWHSSA does not apply to prime contracts of \$100,000 or less. In addition, some HUD projects are not covered by CWHSSA because some HUD programs only provide loan guarantees or insurance. CWHSSA also does not apply to construction or rehabilitation contracts that are not subject to Federal prevailing wage rates (e.g., Davis-Bacon wage rates, or HUD-determined rates for operation of public housing and Indian block grant-assisted housing). However, even though CWHSSA overtime pay is not required, Fair Labor Standards Act (FLSA) overtime pay is probably still applicable. (See also Labor Relations Letter SL-95-01, CWHSSA Coverage threshold for overtime and health and safety provision, available on-line at the HUD Labor Relations Library at: [www.hud.gov/offices/oir/library.cfm](http://www.hud.gov/offices/oir/library.cfm))

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- c. **The Copeland Act (Anti-Kickback Act)**. The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to kickback (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs) and regulates permissible payroll deductions.
- d. **The Fair Labor Standards Act (FLSA)**. The FLSA contains Federal minimum wage rates, overtime (O/T), and child labor requirements. These requirements generally apply to any labor performed. The DOL has the authority to administer and enforce FLSA. HUD will refer to the DOL any possible FLSA violations that are found on HUD projects.

## **1-2 DAVIS-BACON REGULATIONS.**

The Department of Labor (DOL) has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in ***Title 29 CFR Parts 1, 3, 5, 6 and 7***. Part 1 explains how the DOL establishes and publishes DBA wage determinations (aka wage decisions) and provides instructions on how to use the determinations. Part 3 describes Copeland Act requirements for payroll deductions and the submission of weekly certified payroll reports. Part 5 covers the labor standards provisions that are in your contract relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Last, Part 7 sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

DOL Regulations are available on-line on the World Wide Web:  
[http://www.dol.gov/dol/allcfr/Title\\_29.htm](http://www.dol.gov/dol/allcfr/Title_29.htm)

## **1-3 CONSTRUCTION CONTRACT PROVISIONS**

Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are normally bound into the contract specifications.

- a. The labor standards clauses. The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages which may be found due. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-2554, Supplementary Conditions to the Contract for Construction, which is issued primarily for FHA multifamily housing and other construction projects

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administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG and HOME projects, and the HUD-5370, General Conditions of the Contract for Construction or the HUD-5370-EZ (construction contracts  $\leq \$100,000$ ) which are used for Public and Indian Housing projects.

HUD program labor standards forms are available on-line at:  
[www.hud.gov/offices/adm/hudclips/index.cfm](http://www.hud.gov/offices/adm/hudclips/index.cfm)

b. Davis-Bacon Wage Decisions. The Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that people performing work in those classifications must be paid.

Davis-Bacon wage decisions are established by the DOL for various types of construction (e.g., residential, heavy, highway) and apply to specific geographic areas, usually a county or group of counties. Wage decisions are modified from time to time to keep them current. In most cases, when the contract is awarded or when construction begins, the wage decision is "locked-in" and no future modifications are applicable to the contract or project involved.

All current Davis-Bacon wage decisions can be accessed on-line at no cost at:  
<http://www.wdol.gov>

#### **1-4 RESPONSIBILITY OF THE PRINCIPAL CONTRACTOR**

The principal contractor (also referred to as the *prime* or *general contractor*) is responsible for the full compliance of all employers (the contractor, subcontractors and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and his/her subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor. (See Contract Administrator, below.)

To make this Guide easier to understand, the term "prime contractor" will mean the principal contractor; "subcontractor" will mean all subcontractors including lower-tier subcontractors; and the term "employer" will mean all contractors as a group, including the prime contractor and any subcontractors and lower-tier subcontractors.

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1-5 **RESPONSIBILITY OF THE CONTRACT ADMINISTRATOR.**

The ***contract administrator*** is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements. We use this term to represent the person (or persons) who will provide labor standards advice and support to you and other project principals (e.g., the owner, sponsor, architect), including providing the proper Davis-Bacon wage decision (see 2-1, *The Wage Decision*) and ensuring that the wage decision and contract clauses are incorporated into the contract for construction. The contract administrator also monitors labor standards compliance (see 2-6, *Compliance Reviews*) by conducting interviews with construction workers at the job site and reviewing payroll reports, and oversees any enforcement actions that may be required.

The contract administrator could be an employee or agent of HUD, or of a city or county or public housing agency. For HUD projects administered directly by HUD staff, usually FHA-insured multifamily projects, the contract administrator will be the HUD Labor Relations field staff. But many HUD-assisted projects are administered by local contracting agencies such as Public Housing Agencies (PHAs), Indian tribes and tribally-designated housing entities (TDHEs), and States, cities and counties under HUD's Community Development Block Grant (CDBG) and HOME programs. In these cases, the contract administrator will likely be local agency staff. In either case, the guidance for you remains essentially the same.

The DOL also has a role in monitoring Davis-Bacon administration and enforcement. In addition, DOL has independent authority to conduct investigations. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information.

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## CHAPTER 2      HOW TO COMPLY WITH LABOR STANDARDS AND PAYROLL REPORTING REQUIREMENTS

**WHERE TO START?**      Now that you know you're on a Davis-Bacon project and you know some of the legal and practical implications, what's next?

### SECTION I - THE BASICS

#### 2-1    **THE WAGE DECISION.**

Davis-Bacon labor standards stipulate the wage payment requirements for Carpenters, Electricians, Plumbers, Roofers, Laborers, and other construction work classifications that may be needed for the project. The Davis-Bacon wage decision that applies to the project contains a schedule of work classifications and wage rates that must be followed. If you don't have it already (and by now you should), you'll want to get a copy of the applicable Davis-Bacon wage decision.

Remember, the wage decision is contained in the contract specifications along with the labor standards clauses. See 1-3, Construction Contract Provisions.

- a. **The work classifications and wage rates.** A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications. You'll want to make sure that the work classification(s) you need are contained in the wage decision and make certain you know exactly what wage rate(s) you will need to pay. Some wage decisions cover several counties and/or types of construction work (for example, residential and commercial work) and can be lengthy and difficult to read. Contact the contract administrator (HUD Labor Relations field staff or local agency staff) if you have any trouble reading the wage decision or finding the work classification(s) you need.

To make reading lengthy wage decisions easier for you, the contract administrator may prepare a Project Wage Rate Sheet (HUD-4720). This Sheet is a one-page transcript that will show only the classifications and wage rates for a particular project. A blank copy of a Project Wage Rate Sheet is provided for you in the appendix. Also, a fillable version of this form is available on-line at HUDClips (see web address in the Appendix). Contact the contract administrator monitoring your project for assistance with a Project Wage Rate Sheet.

b. **Posting the wage decision.** If you are the prime contractor, you will be responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet) and a copy of the DOL Davis-Bacon poster titled Employee Rights under the Davis-Bacon Act (Form WH-1321) at the job site in a place that is easily accessible to all of the construction workers employed at the project and where the wage decision and poster won't be destroyed by wind or rain, etc. The Employee Rights under the Davis-Bacon Act poster is available in English and Spanish on-line at HUDClips (see address in the Appendix).

The Employee Rights under the Davis-Bacon Act poster (WH-1321) replaces the Notice to all Employees. The new poster is available in English and Spanish on-line at HUDClips (see address in the Appendix).

## **2-2 ADDITIONAL "TRADE" CLASSIFICATIONS AND WAGE RATES.**

What if the work classification you need isn't on the wage decision? If the work classification(s) that you need doesn't appear on the wage decision, you will need to request an additional classification and wage rate. This process is usually very simple and you'll want to start the request right away. Basically, you identify the classification you need and recommend a wage rate for DOL to approve for the project. There are a few rules about additional classifications; you'll find these rules in the DOL regulations, Part 5, and in the labor clauses in your contract. The rules are summarized for you here:

a. **Additional classification rules.** Additional classifications and wage rates can be approved if:

1. The requested classification is used by construction contractors in the area of the project. (The area is usually defined as the county where the project is located).
2. The work that will be performed by the requested classification is not already performed by another classification that is already on the wage decision. (In other words, if there already is an Electrician classification and wage rate on the wage decision you can't request another Electrician classification and rate.)
3. The proposed wage rate for the requested classification "fits" with the other wage rates already on the wage decision. (For example, the wage rate proposed for a trade classification such as Electrician must be at least as much as the lowest wage rate for other trade classifications already contained in the wage decision.) And,
4. The workers that will be employed in the added classification (if it is known who the workers are/will be), or the workers' representatives, must agree with the proposed wage rate.

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- b. **Making the request.** A request for additional classification and wage rate must be made in writing through the contract administrator. (If the contract administrator is a local agency, the agency will send the request to the HUD Labor Relations staff.) If you are a subcontractor, your request should also go through the prime contractor. All you need to do is identify the work classification that is missing and recommend a wage rate (usually the rate that employer is already paying to the employees performing the work) for that classification. You may also need to describe the work that the new classification will perform.
- c. **HUD review.** The HUD Labor Relations field staff will review the requested classification and wage rate to determine whether the request meets the DOL rules outlined in paragraph 2-2(a), above. If additional information or clarification is needed, the staff will contact the prime contractor (or contract administrator for local agency projects) for more information, etc. If the Labor Relations review finds that the request meets the rules, the staff will give preliminary approval on the request and refer it to the DOL for final approval. The staff will send to you a copy of the preliminary approval/referral letter to the DOL.

If the HUD Labor Relations staff doesn't think the request meets the rules and if agreement can't be reached on the proper classification or wage rate for the work described, the HUD Labor Relations staff will not approve the request. In this case, the staff will send your request to the DOL with an explanation why HUD believes that the request shouldn't be approved. The DOL still has final decision authority. You will receive a copy of the disapproval/referral letter to the DOL.

- d. **DOL decision.** The DOL will respond to HUD Labor Relations in writing about the additional classification and wage rate request. HUD Labor Relations will notify you of the DOL decision in writing. If the DOL approves the request, the prime contractor must post the approval notice on the job site with the wage decision.

If the DOL does not approve the request, you will be notified about what classification and wage rate should be used for the work in question. You will also receive instructions about how to ask for DOL reconsideration if you still want to try to get your recommendation approved.

It's always a good idea to talk to the contract administrator before submitting an additional classification and wage rate request. The contract administrator can offer suggestions and advice that may save you time and increase the likelihood that DOL will approve your request. Usually, the contract administrator can give you an idea about what the DOL will finally decide.

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## 2-3 CERTIFIED PAYROLL REPORTS.

You'll need to submit a weekly certified payroll report (CPR) beginning with the first week that your company works on the project and for every week afterward until your firm has completed its work. It's always a good idea to number the payroll reports beginning with #1 and to clearly mark your last payroll for the project "Final."

- a. **Payroll formats.** The easiest form to use is DOL's WH-347, Payroll. A sample copy of the WH-347 is included in the back of this Guide. You may access a fillable version of the WH-347 on-line at HUDClips (see web address in the Appendix). Also, the contract administrator can provide a few copies of the WH-347 that you can reproduce.

You are not required to use Payroll form WH-347. You are welcome to use any other type of payroll, such as computerized formats, as long as it contains all of the information that is required on the WH-347.

- b. **Payroll certifications.** The weekly payrolls are called certified because each payroll is signed and contains language certifying that the information is true and correct. The payroll certification language is on the reverse side of the WH-347. If you are using another type of payroll format you may attach the certification from the back of the WH-347, or any other format which contains the same certification language on the WH-347 (reverse).

DOL's website has Payroll Instructions and the Payroll form WH-347 in a "fillable" PDF format at this address:  
[www.dol.gov/whd/forms/wh347.pdf](http://www.dol.gov/whd/forms/wh347.pdf)

- c. **"No work" payrolls.** "No work" payrolls may be submitted whenever there is a temporary break in your work on the project, for example, if your firm is not needed on the project right now but you will be returning to the job in a couple of weeks. (See tip box, for "no work" payroll exemption!) However, if you know that your firm will not be working on the project for an extended period of time, you may wish to send a short note to the contract administrator to let them know about the break in work and to give an approximate date when your firm will return to the project. If you number payrolls consecutively or if you send a note, you do not need to send "no work" payrolls.

If you number your payroll reports consecutively, you do not need to submit "no work" payrolls!

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- d. **Payroll review and submission.** The prime contractor should review each subcontractor's payroll reports for compliance prior to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid and for any liquidated damages that may be assessed for overtime violations. All of the payroll reports for any project must be submitted to the contract administrator through the prime contractor.

An alert prime contractor that reviews subcontractor payroll submissions can detect any misunderstandings early, prevent costly underpayments and protect itself from financial loss should underpayments occur.

- e. **Payroll retention.** Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records such as employee addresses and full SSNs, time cards, tax records, evidence of fringe benefit payments, for a Davis-Bacon project for at least 3 years after the project is completed. The prime contractor must keep a complete set of all of the payrolls for every contractor (including subcontractors) for at least 3 years after completion of the project.
- f. **Payroll inspection.** In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their own copy of the payrolls and other basic records available for review or copying to any authorized representative from HUD or from DOL.

## **2-4 DAVIS-BACON DEFINITIONS.**

Before we discuss how to complete the weekly payroll forms, we need to review a couple of definitions. These definitions can help you understand what will be required of you:

- a. **Laborer or mechanic.** "Laborers" and "mechanics" mean anyone who is performing construction work on the project, including trade journeymen (carpenters, plumbers, sheet metal workers, etc.), apprentices, and trainees and, for CWHSSA purposes, watchmen and guards. "Laborers" and "mechanics" are the two groups of workers that must be paid not less than Davis-Bacon wage rates.
  - 1. **Working foremen.** Foremen or supervisors that regularly spend more than 20% of their time performing construction work and do not meet the exclusions in paragraph 2 below are covered "laborers" and "mechanics" for labor standards purposes for the time spent performing construction work.
  - 2. **Exclusions.** People whose duties are primarily administrative, executive or clerical are not laborers or mechanics. Examples include superintendents, office staff, timekeepers, messengers, etc. (Contact the contract administrator if you have any questions about whether a particular employee is excluded.)

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b. **Employee**. Every person who performs the work of a laborer or mechanic is "employed" regardless of any contractual relationship which may be alleged to exist between a contractor or subcontractor and such person. This means that even if there is a contract between a contractor and a worker, the contractor must make sure that the worker is paid at least as much as the wage rate on the wage decision for the classification of work they perform. Note that there are no exceptions to the prevailing wage requirements for relatives or for self-employed laborers and mechanics.

For more information about working subcontractors, ask the contract administrator or your HUD Labor Relations Field Staff for a copy of Labor Relations Letter LR-96-01, Labor standards compliance requirements for self-employed laborers and mechanics. Labor Relations Letters and other helpful Labor Relations publications are available at HUD's Labor Relations web site (see the list of web site addresses in the Appendix).

c. **Apprentices and trainees**. The only workers who can be paid less than the wage rate on the wage decision for their work classification are "apprentices" and "trainees" registered in approved apprenticeship or training programs. Approved programs are those which have been registered with the DOL or a DOL-recognized State Apprenticeship Council (SAC). Apprentices and trainees are paid wage rates in accordance with the wage schedule in the approved program.

Most often, the apprentice/trainee wage rate is expressed as a series of percentages tied to the amount of time spent in the program. For example, 0-6 months: 65%; 6 months - 1 year: 70%; etc. The percentage is applied to the journeyman's wage rate. On Davis-Bacon projects, the percentage must be applied to the journeyman's wage rate on the applicable wage decision for that craft.

1. **Probationary apprentice**. A "probationary apprentice" can be paid as an apprentice (less than the rate on the wage decision) if the DOL or SAC has certified that the person is eligible for probationary employment as an apprentice.
2. **Pre-apprentice**. A "pre-apprentice", that is, someone who is not registered in a program and who hasn't been DOL- or SAC-certified for probationary apprenticeship is not considered to be an "apprentice" and must be paid the full journeyman's rate on the wage decision for the classification of work they perform.
3. **Ratio of apprentices and trainees to journeymen**. The maximum number of apprentices or trainees that you can use on the job site cannot exceed the ratio of apprentices or trainees to journeymen allowed in the approved program.

d. **Prevailing wages or wage rates.** Prevailing wage rates are the wage rates listed on the wage decision for the project. The wage decision will list a minimum basic hourly rate of pay for each work classification. Some wage decisions include fringe benefits which are usually listed as an hourly fringe rate. If the wage decision includes a fringe benefit rate for a classification, you will need to add the fringe benefit rate to the basic hourly rate unless you provide bona fide fringe benefits for your employees.

1. **Piece-work.** Some employees are hired on a piece-work basis, that is, the employee's earnings are determined by a factor of work produced. For example, a Drywall Hanger's earnings may be calculated based upon the square feet of sheetrock actually hung, a Painter's earnings may be based upon the number of units painted. Employers may calculate weekly earnings based upon piece rates provided the weekly earnings are sufficient to satisfy the wage rate requirement based upon actual hours, including any overtime, worked. Accurate time records must be maintained for any piece-work employees. If the weekly piece rate earnings are not sufficient, the employer must recompute weekly earnings based upon the actual hours worked and the rate on the wage decision for the work classification(s) involved.

e. **Fringe benefits** Fringe benefits can include health insurance premiums, retirement contributions, life insurance, vacation and other paid leave as well as some contributions to training funds. Fringe benefits do not include employer payments or contributions required by other Federal, State or local laws, such as the employer's contribution to Social Security or some disability insurance payments.

Note that the total hourly wage rate paid to any laborer or mechanic (basic wage or basic wage plus fringe benefits) may be no less than the total wage rate (basic wage or basic wage plus fringe benefits) on the wage decision for their craft. If the value of the fringe benefit(s) you provide is less than the fringe benefit rate on the wage decision, you will need to add the balance of the wage decision fringe benefit rate to the basic rate paid to the employee. For example, if the wage decision requires \$10/hour basic rate plus \$5/hour fringe benefits, you must pay no less than that total (\$15/hour) in the basic rate or basic rate plus whatever fringe benefit you may provide. You can meet this obligation in several ways: you could pay the base wage and fringe benefits as stated in the wage decision, or you could pay \$15 in base wage with no fringe benefits, or you could pay \$12 basic plus \$3 fringe benefits. You can also off-set the amount of the base wage if you pay more in fringe benefits such as by paying \$9 basic plus \$6 fringe benefits; as long as you meet the total amount. The amount of the base wage that you may off-set with fringe benefits is limited by certain IRS and FLSA requirements.

f. **Overtime.** Overtime hours are defined as all hours worked on the contract in excess of 40 hours in any work week. Overtime hours must be paid at no less than one and one-half times the regular rate of basic pay plus the straight-time rate of any required fringe benefits.

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g. **Deductions.** You may make payroll deductions as permitted by DOL Regulations 29 CFR Part 3. These regulations prohibit the employer from requiring employees to "kick-back" (i.e., give up) any of their earnings. Allowable deductions which do not require prior DOL permission include employee obligations for income taxes, Social Security payments, insurance premiums, retirement, savings accounts, and any other legally-permissible deduction authorized by the employee. Deductions may also be made for payments on judgments and other financial obligations legally imposed against the employee.

Referring, again, to our example above where the wage decision requiring a \$15 total wage obligation (\$10 basic wage plus \$5 fringe benefits) was met by paying \$9 base wage plus \$6 fringe benefits: Note that overtime rates must be based on one and one-half times the basic rate as stated on the wage decision. In the above example, the employer must pay for overtime: \$15/hr (\$9 basic + \$6 fringe) plus \$5 (one-half of \$10, the wage decision basic rate) for a total of \$20 per hour.

h. **Proper designation of trade.** You must select a work classification on the wage decision for each worker based on the actual type of work he/she performed and you must pay each worker no less than the wage rate on the wage decision for that classification regardless of their level of skill. In other words, if someone is performing carpentry work on the project, they must be paid no less than the wage rate on the wage decision for Carpenters even if they aren't considered by you to be fully trained as a Carpenter. Remember, the only people who can be paid less than the rate for their craft are apprentices and trainees registered in approved programs.

1. **Split-classification.** If you have employees that perform work in more than one trade during a work week, you can pay the wage rates specified for each classification in which work was performed only if you maintain accurate time records showing the amount of time spent in each classification of work. If you do not maintain accurate time records, you must pay these employees the highest wage rate of all of the classifications of work performed.

i. **Site of work.** The "site of work" is where the Davis-Bacon wage rates apply. Usually, this means the boundaries of the project. "Site of work" can also include other adjacent or virtually adjacent property used by a contractor or subcontractor in the construction of the project, like a fabrication site that is dedicated exclusively, or nearly so, to the project.

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## SECTION II - REPORTING REQUIREMENTS

### 2-5 COMPLETING A PAYROLL REPORT.

What information has to be reported on the payroll form? The weekly payroll form doesn't ask for any information that you don't already need to keep for wage payment and tax purposes. For example, you need to know each employee's name; his or her work classification (who is working for you and what do they do?), the hours worked during the week, his or her rate of pay, the gross amount earned (how much did they earn?), the amounts of any deductions for taxes, etc., and the net amount paid (how much should the paycheck be made out for?). No more information than you need to know in order to manage your work crew and make certain they are paid properly. And, certainly, no more information than you need to keep for IRS, Social Security and other tax and employment purposes.

For many contractors, the Weekly Certified Payroll is the only Davis-Bacon paperwork you need to submit!

You are required to submit certified payrolls to illustrate and document that you have complied with the prevailing wage requirements. The purpose of the contract administrator's review of your payrolls is to verify your compliance. Clearer and complete payroll reports will permit the contract administrator to complete reviews of your payroll reports quickly.

- a. **Project and contractor/subcontractor Information.** Each payroll must identify the contractor or subcontractor's name and address, the project name and number, and the week ending date. Indicate the week dates in the spaces provided. Numbering payrolls is optional but strongly recommended.
- b. **Employee Information.** Effective January 18, 2009, payrolls shall not report employee addresses or full Social Security Numbers (SSNs). Instead, the first payroll on which each employee appears shall include the employee's name and an individually identifying number, usually the last 4 digits of the employee's SSN. Afterward, the identifying number does not need to be reported unless it is necessary to distinguish between employees, e.g., if two employees have the same name.

Employers (prime contractors and subcontractors) must maintain the current address and full SSN for each employee and must provide this information upon request to the contracting agency or other authorized representative responsible for federal labor standards compliance monitoring. Prime contractors may require a subcontractor(s) to provide this information for the prime contractor's records. DOL has modified form WH-347, Payroll, to accommodate these reporting requirements.

- c. **Work classification.** Each employee must be classified in accordance with the wage decision based on the type of work they actually perform.

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1. **Apprentices or trainees.** The first payroll on which any apprentice or trainee appears must be accompanied by a copy of that apprentice's or trainee's registration in a registered or approved program. A copy of the portions of the registered or approved program pertaining to the wage rates and ratios shall also accompany the first payroll on which the first apprentice or trainee appears.
2. **Split classifications.** For an employee that worked in a split classification, make a separate entry for each classification of work performed distributing the hours of work to each classification, accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.
- d. **Hours worked.** The payroll should show ONLY the regular and overtime hours worked on this project. Show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours should not be reported on the payroll. In these cases, you should list the employee's name, classification, hours for this project only, the rate of pay and gross earnings for this project, and the gross earned for all projects. Deductions and net pay may be based upon the employee's total earnings (for all projects) for the week.
- e. **Rate of pay.** Show the basic hourly rate of pay for each employee for this project. If the wage decision includes a fringe benefit and you do not participate in approved fringe benefit programs, add the fringe benefit rate to the basic hourly rate of pay. Also list the overtime rate if overtime hours were worked.

1. **Piece-work.** For any piece-work employees, the employer must compute an effective hourly rate for each employee each week based upon the employee's piece-work earnings for that week. To compute the effective hourly rate, divide the piece-work earnings by the total number of hours worked, including consideration for any overtime hours.

The effective hourly rate must be reflected on the certified payroll and this hourly rate may be no less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate changes from week-to-week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

Remember, the overtime rate is computed at one and one-half times the basic rate of pay plus any fringe benefits. For example, if the wage decision requires \$10/hour basic plus \$5/hour fringe benefits, the overtime rate would be:  $(\$10 \times 1 \frac{1}{2}) + \$5 = \$20/\text{hour}$ .

- f. **Gross wages earned.** Show the gross amount of wages earned for work performed on this project. Note: For employees with work hours and earnings on other projects, you may show gross wages for this project over gross earnings all projects (for example, \$425.40/\$764.85) and base deductions and net pay on the "all projects" earnings.

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g. **Deductions.** Show the amounts of any deductions from the gross earnings. "Other" deductions should be identified (for example, Savings Account or Loan Repayment). Any voluntary deduction (that is, not required by law or by an order of a proper authority) must be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. A short note signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears.

Only one employee authorization is needed for recurring (e.g., weekly) other deductions. Written employee authorization is not required for income tax and Social Security deductions.

h. **Net pay.** Show the net amount of wages paid.

i. **Statement of compliance.** The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH-347). Be sure to complete the Identifying information at the top, particularly if you are attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. Also, you must check either 4(a) or 4(b) if the wage decision contains a fringe benefit. Checking 4(a) indicates that you are paying required fringe benefits to approved plans or programs; and 4(b) indicates that you are paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If you are paying a portion of the required fringe benefit to programs and the balance directly to the employee, explain those differences in box 4(c).

Only one Statement of Compliance is required for each employer's weekly payroll no matter how many pages are needed to report the employee data.

j. **Signature.** Make sure the payroll is signed with an original signature in ink. The payroll must be signed by a principal of the firm (owner or officer such as the president, treasurer or payroll administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent. Signatures in pencil; signature stamps; xerox, pdf and other facsimiles are not acceptable.

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## SECTION III - PAYROLL REVIEWS AND CORRECTIONS

### 2-6 COMPLIANCE REVIEWS.

The contract administrator or other inspector may visit the project site and interview some of the workers concerning their employment on the project. The DOL may also independently conduct its own reviews (see 1-5). In addition, the contract administrator will periodically review payrolls and related submissions, comparing the interview information to the payrolls, to ensure that the labor standards requirements have been met. You will be notified by the contract administrator if these reviews find any discrepancies or errors. You will be given instructions about what steps must be taken to correct any problems.

- a. **On-site interviews.** Every employer (contractor, subcontractor, etc.) must make their employees available for interview at the job site with the contract administrator or other agency representative, or HUD or DOL representative. The interviews are confidential and the employee will be asked about the kind of work they perform and their rate of pay. Every effort will be made to ensure that these interviews cause as little disruption as possible to the on-going work. The interviewer will record the interview information, usually on a form HUD-11, Record of Employee Interview, and forward the interviews to the contract administrator.
- b. **Project payroll reviews.** The contract administrator will compare the information on the interview forms to the corresponding payrolls to ensure that the workers are properly listed on the payrolls for the days and hours worked on the job site, work classification and rate of pay. The contract administrator will also review the payroll submissions to make certain that the payrolls are complete and signed; that employees are paid no less than the wage rate for the work classification shown; apprentice and trainee certifications are submitted (where needed); employee or other authorizations for other deductions are submitted (where needed); etc.

### 2-7 TYPICAL PAYROLL ERRORS AND REQUIRED CORRECTIONS.

The following paragraphs describe common payroll errors and the corrective steps you must take.

- a. **Inadequate payroll information.** If an alternate payroll format used by an employer (such as some computer payrolls) is inadequate, e.g., does not contain all of the necessary information that would be on the optional form WH-347, the employer will be asked to resubmit the payrolls on an acceptable form.
- b. **Missing identification numbers.** If the first payroll on which an employee appears does not contain the employee's individually identifying number, the employer will be asked to supply the missing information. This information can be reported on the next payroll submitted by the employer if the employer is still working on the project. Otherwise, the employer will be asked to submit a correction certified payroll.

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- c. **Incomplete payrolls.** If the information on the payroll is not complete, for example, if work classifications or rates of pay are missing, the employer will be asked to send a correction certified payroll.
- d. **Classifications.** If the payrolls show work classifications that do not appear on the wage decision, the employer will be asked to reclassify the employees in accordance with the wage decision or the employer may request an additional classification and wage rate (see 2-2). If reclassification results in underpayment (i.e., the wage rate reported on the payroll is less than the rate required for the new classification), the employer will be asked to pay wage restitution to all affected reclassified employees. (see 2-8 for instructions about wage restitution.)
- e. **Wage rates.** If the wage rates on the payroll are less than the wage rates on the wage decision for the work classifications reported, the employer will be asked to pay wage restitution to all affected employees.
- f. **Apprentices and trainees.** If a copy of the employee's registration or the approved program ratio and wage schedule are not submitted with the first payroll on which an apprentice or trainee appears, the employer will be asked to submit a copy of each apprentice's or trainee's registration and/or the approved program ratio and wage schedule. If the ratio of apprentices or trainees to journeymen on the payroll is greater than the ratio in the approved program, the employer will be asked to pay wage restitution to any excess apprentices or trainees. Also, any apprentice or trainee that is not registered in an approved program must receive the journeyman's wage rate for the classification of work they performed.
- g. **Overtime.** If the employees did not receive at least time and one-half for any overtime hours worked on the project, the following will occur:
  - 1. If the project is subject to CWHSSA overtime requirements, the employer will be asked to pay wage restitution for all overtime hours worked on the project. The employer may also be liable to the United States for liquidated damages computed at \$10 per day per violation. Or,
  - 2. If the project is not subject to CWHSSA, the employer will be notified of the possible FLSA overtime violations. Also, the contract administrator may refer the matter to the DOL for further review.
- h. **Computations.** If the payroll computations (hours worked times rate of pay) or extensions (deductions, net pay) show frequent errors, the employer will be asked to take greater care. Wage restitution may be required if underpayments resulted from the errors.
- i. **Deductions.** If there are any "Other" deductions that are not identified, or if employee authorization isn't provided, or if there is any unusual (very high, or large number) deduction activity, the employer will be asked to identify the deductions, provide employee authorization or explain unusual deductions, as necessary.

HUD does not enforce or attempt to provide advice on employer obligations to make deductions from employee earnings for taxes or Social Security. However, HUD may refer to the IRS or other responsible agency copies of certified payroll reports that show wages paid in gross amounts (i.e., without tax deduction) for its review and appropriate action.

- J. **Fringe benefits.** If the wage decision contains fringe benefits but the payroll does not indicate how fringe benefits were paid [neither 4(a) nor 4(b) is marked on the Statement of Compliance], the employer may be asked to submit correction certified payrolls and will be required to pay wage restitution if underpayments occurred. However, if the basic hourly rates for the employees are at least as much as the total wage rate on the wage decision (basic hourly rate plus the fringe benefit rate), no correction is necessary.
- K. **Signature.** If the payroll Statement of Compliance is not signed or is missing, the employer will be asked to submit a signed Statement of Compliance for each payroll affected. If the Statement of Compliance is signed by a person who is not a principle of the firm and that person has not been authorized by principle to sign, the employer will be asked to provide an authorization or to resubmit the Statement(s) of Compliance bearing the signature of a principle or other authorized signatory.
- L. **On-site Interview comparisons.** If the comparison of on-site interviews to the payrolls indicates any discrepancies (for example, the employee does not appear on the payroll for the date of the interview), the employer will be asked to submit a correction certified payroll report.
- M. **Correction certified payroll.** Any and all changes to data on a submitted payroll report must be reported on a certified correction payroll. In no case will a payroll report be returned to the prime contractor or employer for revision.

## 2-8 RESTITUTION FOR UNDERPAYMENT OF WAGES.

Where underpayments of wages have occurred, the employer will be required to pay wage restitution to the affected employees. Wage restitution must be paid promptly in the full amounts due, less permissible and authorized deductions. All wages paid to laborers and mechanics for work performed on the project, including wage restitution, must be reported on a certified payroll report.

- a. **Notification** to the Employer/Prime contractor. The contract administrator will notify the employer and/or prime contractor in writing of any underpayments that are found during payroll or other reviews. The contract administrator will describe the underpayments and provide instructions for computing and documenting the restitution to be paid. The employer/prime contractor is allowed 30 days to correct the underpayments. Note that the prime contractor is responsible to the contract administrator for ensuring that restitution is paid. If the employer is a subcontractor, the subcontractor will usually make the computations and restitution payments and furnish the required documentation through the prime contractor.

The contract administrator may communicate directly with a subcontractor when the underpayments are plainly evident and the subcontractor is cooperative. It is best to work through the prime contractor when the issues are complex, when there are significant underpayments and/or the subcontractor is not cooperative. In all cases, the subcontractor must ensure that the prime contractor receives a copy of the required corrective documentation.

- b. **Computing wage restitution.** Wage restitution is simply the difference between the wage rate paid to each affected employee and the wage rate required on the wage decision for all hours worked where underpayments occurred. The difference in the wage rates is called the adjustment rate. The adjustment rate times the number of hours involved equals the gross amount of restitution due. You may also compute wage restitution by calculating the total amount of Davis-Bacon wages earned and subtracting the total amount of wages paid. The difference is the amount of back wages due.
- c. **Correction certified payrolls.** The employer will be required to report the restitution paid on a correction certified payroll. The correction payroll will reflect the period of time for which restitution is due (for example, Payrolls #1 through #6; or a beginning date and ending date). The correction payroll will list each employee to whom restitution is due and their work classification; the total number of work hours involved (daily hours are usually not applicable for wage restitution); the adjustment wage rate (the difference between the required wage rate and the wage rate paid); the gross amount of restitution due; deductions and the net amount actually paid. A properly signed Statement of Compliance must accompany the correction payroll.

HUD no longer requires the signature of the employee on the correction payroll to evidence employee receipt of restitution payment. In addition, except in the most extraordinary cases, HUD no longer requires employers to submit copies of restitution checks (certified, cashiers, canceled or other), or employee-signed receipts or waivers.

- d. **Review of correction CPR.** The contract administrator will review the correction certified payroll to ensure that full restitution was paid. The prime contractor shall be notified in writing of any discrepancies and will be required to make additional payments, if needed, documented on a correction certified payroll within 30 days.
- e. **Unfound workers.** Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and can't be located. After wage restitution has been paid to all of the workers who could be located, the employer must submit a list of any workers who could not be found and paid (i.e., unfound workers) providing their names, Social Security Numbers, last known addresses and the gross amount due. In such cases, at the end of the project the prime contractor will be required

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to place in a deposit or escrow account an amount equal to the total gross amount of restitution that could not be paid because the employee(s) could not be located. The contract administrator will continue attempts to locate the unfound workers for 3 years after the completion of the project. After 3 years, any amount remaining in the account for unfound workers will be credited and/or forwarded by the contract administrator to HUD.

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## CHAPTER 3      LABOR STANDARDS DISPUTES, ADMINISTRATIVE REVIEWS, WITHHOLDING, DEPOSITS AND ESCROW ACCOUNTS, AND SANCTIONS

### WHAT HAPPENS WHEN THINGS GO WRONG?

#### 3-1    INTRODUCTION.

Even in the best of circumstances, things can go wrong. In a Davis-Bacon context, "things going wrong" usually means there's a difference of opinion or a dispute about whether and to what extent underpayments have occurred. These disputes are usually between the contract administrator and one or more employers (the prime contractor and/or a subcontractor). The dispute may involve something simple such as an additional classification request that is pending before the DOL; or something as significant as investigative findings following a complaint of underpayment. This chapter discusses some of what you may expect and what you can do to make your views known and to lessen any delays in resolving the problem or issue.

#### 3-2    ADMINISTRATIVE REVIEW ON LABOR STANDARDS DISPUTES.

As mentioned in the Introduction above, a dispute about labor standards and compliance can arise for a number of reasons. The labor standards clauses in your contract and DOL regulations provide for administrative review of issues where there is a difference of views between the contract administrator and any employer. The most common circumstances include:

- a. Additional classifications and wage rates. Additional classification and wage rate requests are sometimes denied by the DOL. An employer that is dissatisfied with the denial can request reconsideration by the DOL Wage and Hour Administrator. The employer may continue to pay the wage rate, as requested, until a final decision is rendered on the matter. When the final decision is known, the employer will be required to pay any additional wages that may be necessary to satisfy the wage rate that is established.
  1. Reconsideration. The DOL normally identifies the reasons for denial in its response to the request. Any interested person (for example, the contract administrator, employer, representatives of the employees) may request reconsideration of the decision on the additional classification request. The request for reconsideration must be made in writing and must thoroughly address the denial reasons identified by the DOL. Employer requests for reconsideration should be made through the contract administrator but may be made directly to the DOL. (See 2-2(d), and also DOL Regulations 29 CFR 1.8.) All requests initiated by or made through the contract administrator or HUD must be submitted through the HUD Headquarters Office of Labor Relations.

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2. **Administrative Review Board.** Any interested party may request a review of the Administrator's decision on reconsideration by the DOL's Administrative Review Board. DOL regulations 29 CFR Part 7 explain the procedures for such reviews. (See also 29 CFR 1.9.)
  - b. **Findings of underpayment.** Compliance reviews and other follow-up enforcement actions may result in findings of underpayment. The primary goal in every case and at every step in this process is to reach agreements about who may have been underpaid and how much wage restitution may be due and, of course, to promptly deliver restitution to any underpaid workers. The contract administrator will usually work informally with you to reach such agreements. You will have an opportunity to provide additional information to the contract administrator that may explain apparent inconsistencies and/or resolve the discrepancies.

If informal exchanges do not result in agreement, the final determination and schedule of back wages due will be presented to you in writing and you will be permitted 30 days in which to correct the underpayment(s) or to request a hearing on the matter before the DOL. The request for hearing must be made in writing through the contract administrator and must explain what findings are in dispute and the reasons. In such cases, HUD is required to submit a report to DOL for review and further consideration. All requests for DOL hearing must be submitted through the HUD Headquarters Office of Labor Relations.

1. **DOL review.** The DOL will review the contract administrator's report and the arguments against the findings presented in the hearing request. The DOL may affirm or modify the findings based upon the materials presented. You will be notified in writing by the DOL of the results of its review. If DOL concludes that violations have occurred, you will be given an opportunity to correct any underpayments or to request a hearing before a DOL Administrative Law Judge (ALJ). (See DOL Regulations 29 CFR 5.11 (b) and 29 CFR Part 6, Rules of Practice for Administrative Proceedings.)
2. **Administrative Review Board.** Contractors and/or subcontractors may request a review by the Administrative Review Board of the decision(s) rendered by the DOL ALJ in the administrative hearing process. See DOL regulations 29 CFR Part 7 for more information about this proceeding.

### 3-3 **WITHHOLDING.**

The contract administrator shall cause withholding from payments due to the prime contractor to ensure the payment of wages which are believed to be due and unpaid, for example, if wage underpayments or other violations are not corrected within 30 days after written notification to the prime contractor. DOL may also direct the withholding of contract payments for alleged wage underpayments. Withholding is considered to be serious and is not taken unless warranted. If withholding is deemed necessary, you will be notified in writing. Only the amounts needed to meet the contractor's (and/or subcontractors') liability shall be withheld.

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3-4 **DEPOSITS AND ESCROWS.**

In every case, we attempt to complete compliance actions and resolve any disputes before the project is completed and final payments are made. Sometimes, corrective actions or disputes continue after completion and provisions must be made to ensure that funds are available to pay any wage restitution that is ultimately found due. In these cases, we allow projects to proceed to final closing and final payments provided the prime contractor deposits an amount equal to the potential liability for wage restitution and liquidated damages, if necessary, in a special account. The deposit or escrow account is controlled by the contract administrator. When a final decision is rendered, the contract administrator makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

Remember, the prime contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. See 1-4, Responsibility of the Principal Contractor, and 2-8, Restitution for Underpayment of Wages.

- a. **Where the parties have agreed to amounts of wage restitution that are due but the employer hasn't furnished evidence yet that all of the underpaid workers have received their back wages, e.g., some of the workers have moved and could not be located.** The amount of the deposit is equal to the total gross amount of restitution due to workers lacking payment evidence. As these workers are paid and proper documentation is provided to the contract administrator, amounts corresponding to the documented payments are returned to the depositor. Amounts for any workers who cannot be located are held in the deposit/escrow account for three years and disposed as described in 2-8(f) of this Guide.
- b. **Where underpayments are suspected or alleged and an investigation has not yet been completed.** The deposit is equal to the amount of wage restitution and any liquidated damages, if applicable, that are estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor.

If the parties agree to the investigative findings, the amounts due to the workers will be paid by the employer. As these workers are paid and proper documentation is provided to the contract administrator, the gross amounts corresponding to the documented payments are returned to the depositor.

1. If the employer is unable to make the payments to the workers, e.g., lacks the funds necessary, the contract administrator may make disbursements directly to the workers in the net amounts calculated by the employer. The amounts withheld from the workers for tax deduction will be returned to the employer as payments to workers are made. The employer shall be responsible for reporting and transmitting withholdings to the appropriate agencies.

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2. If the employer is not cooperating in the resolution, the contract administrator shall make disbursements to the workers in accordance with the schedule of wages due. Amounts for unfound workers will be retained as described above (See 2-8(f) and 3-4(a)).

If the parties do not agree and an administrative hearing is requested, the escrow will be maintained as explained in 3-4(c), below.

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

- c. Where the parties are waiting for the outcome of an administrative hearing that has been or will be requested contesting a final determination of wages due. The deposit shall be equal to the amount of wage restitution and liquidated damages, if applicable, that have been determined due. Once a final decision is rendered, disbursements from the escrow account are made in accordance with the decision.

### **3-5 ADMINISTRATIVE SANCTIONS.**

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or DOL.

- a. **DOL debarment.** Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the Davis-Bacon and Related Acts (DBRA) will be ineligible (debarred) to participate in any DBRA or Davis-Bacon Act contracts for up to 3 years. Debarment includes the contractor or subcontractor and any firm, corporation, partnership or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the contract administrator or can be initiated by the DOL. Debarment proceedings are described in DOL regulations 29 CFR 5.12.
- b. **HUD sanctions.** HUD sanctions may include Limited Denials of Participation (LDPs), debarments and suspensions.
  1. **Limited Denial of Participation.** HUD may issue to the employer a limited denial of participation (LDP) which prohibits the employer from further participation in HUD programs for a period up to one year. The LDP is usually effective for the HUD program in which the violation occurred and for the geographic jurisdiction of the issuing HUD Office. HUD regulations concerning LDP's are found at 24 CFR 24.700-24.714.

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2. **Debarment and suspensions.** In certain circumstances, HUD may initiate its own debarment or suspension proceedings against a contractor and/or subcontractor in connection with improper actions regarding Davis-Bacon obligations. For example, HUD may initiate debarment where a contractor has been convicted for making false statements (such as false statements on certified payrolls or other prevailing wage certifications) or may initiate suspension where a contractor has been indicted for making false statements. HUD regulations concerning debarment and suspension are found at 24 CFR Part 24.

### **3-6 FALSIFICATION OF CERTIFIED PAYROLL REPORTS.**

Contractors and/or subcontractors that are found to have willfully falsified payroll reports (Statements of Compliance), including correction certified payroll reports, may be subject to civil or criminal prosecution. Penalties may be imposed of \$1,000 and/or one year in prison for each false statement (see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

## ACRONYMS AND SYMBOLS

CDBG -	Community Development Block Grant
CFR -	Code of Federal Regulations
CPR -	Certified Payroll Report
CWHSSA -	Contract Work Hours and Safety Standards Act
DBA -	Davis-Bacon Act
DBRA -	Davis-Bacon and Related Acts
DOL -	Department of Labor
FHA -	Federal Housing Administration
FLSA -	Fair Labor Standards Act
HUD -	Housing and Urban Development (Department of)
IHA -	Indian Housing Authority
LCA -	Local Contracting Agency
LDP -	Limited Denial of Participation
O/T -	Overtime
PHA -	Public Housing Agency
S/T -	Straight-time
SAC -	State Apprenticeship Council/Agency
TDHE -	Tribally-Designated Housing Entity
§ -	Section
¶ -	Paragraph

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## DAVIS-BACON - RELATED WEB SITES\*

HUD Office of Labor Relations:  
[www.hud.gov/offices/olr](http://www.hud.gov/offices/olr)

HUD Regulations:  
<http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR>

HUDClips (HUD Forms and Publications):  
[www.hud.gov/offices/adm/hudclips/index.cfm](http://www.hud.gov/offices/adm/hudclips/index.cfm)

DOL Davis-Bacon and Related Acts Homepage:  
<http://www.dol.gov/whd/contracts/dbra.htm>

DOL Regulations:  
<http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR>

Davis-Bacon Wage Decisions:  
[www.wdol.gov](http://www.wdol.gov)

DOL Forms:  
[www.dol.gov/whd/programs/dbra/forms.htm](http://www.dol.gov/whd/programs/dbra/forms.htm)

**\*Web addresses active as of January 2012**

Project Wage Rate Sheet		U.S. Department of Housing and Urban Development Office of Labor Relations				
Project Name:		Wage Decision Number/Modification Number:				
Project Number:		Project County:				
Work Classification	Basic Hourly Rate (BHR)	Fringe Benefits	Total Hourly Wage Rate	Laborers Fringe Benefits		\$
Bricklayers			\$	Group #	BHR	Total Wage
Carpenters			\$			\$
Cement Masons			\$			\$
Drywall Hangers			\$			\$
Electricians			\$			\$
Iron Workers			\$			\$
Painters			\$	Operators Fringe Benefits:		\$
Plumbers			\$	Group #	BHR	Total Wage
Roofers			\$			\$
Sheet Metal Workers			\$			\$
Soft Floor Workers			\$			\$
Tapers			\$			\$
Tile Setters			\$	Truck Drivers Fringe Benefits:		\$
Other Classifications				Group #	BHR	Total Wage
			\$			
			\$			
			\$			
Additional Classifications (HUD Form 4230-A)						
Work Classification	Basic Hourly Rate (BHR)	Fringe Benefits	Total Hourly Wage Rate	Date of HUD Submission to DOL		Date of DOL Approval
			\$			
			\$			
			\$			





U.S. Department of Housing and Urban Development  
Office of Departmental Operations and Coordination  
Washington, DC 20410

Email: [www.OfficeofLaborRelations@hud.gov](mailto:www.OfficeofLaborRelations@hud.gov)

**END OF SECTION 00820**

**Labor Relations Desk Guide**  
**LR01.DG**



**SECTION 00900**

**CORPORATE RESOLUTION**

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS  
OF \_\_\_\_\_, INCORPORATED.

AT THE MEETING OF DIRECTORS OF \_\_\_\_\_,  
INCORPORATED, DULY NOTICED AND HELD ON \_\_\_\_\_, 202\_\_\_\_\_, A  
QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND  
SECONDED. IT WAS:

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

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

---

SECRETARY-TREASURER

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DATE

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**END OF SECTION 00900**

**SECTION 00910**

**CONTRACTOR AFFIDAVIT**  
**(R.S. 38:2224)**

**STATE OF LOUISIANA**

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

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

That \_\_\_\_\_ has/have been selected as Contractor for the Assumption Parish Police Jury for PROJECT NAME: Marais Area Drainage Improvements; Project No. S-14-235A and that affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course or their duties for affiant; and

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

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

**WITNESSES:**

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

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Notary Public

**END OF SECTION 00910**

## SECTION 00920

### ATTESTATIONS AFFIDAVIT

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#### NAME OF PROJECT

Before me, the undersigned notary public, duly commissioned and qualified in and for the parish and state aforesaid, personally came and appeared Affiant, who after being duly sworn, attested as follows:

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

A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:

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

B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

(a) Theft (R.S. 14:67)	(f) Bank fraud (R.S. 14:71.1)
(b) Identity Theft (R.S. 14:67.16)	(g) Forgery (R.S. 14:72)
(c) Theft of a business record (R.S.14:67.20)	(h) Contractors; misapplication of payments (R.S. 14:202)
(d) False accounting (R.S. 14:70)	(i) Malfeasance in office (R.S. 14:134)
(e) Issuing worthless checks (R.S. 14:71)	

#### **LA R.S. 38:2212.10 VERIFICATION OF EMPLOYEES**

A. Appearer is registered and participates in a status verification system to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens.

B. If awarded the contract, Appearer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.

C. If awarded the contract, Appearer shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

**LA R.S. 23:1726(B) CERTIFICATION REGARDING UNPAID WORKERS COMPENSATION INSURANCE**

A. R.S. 23:1726 prohibits any entity against whom an assessment under Part X of Chapter 11 of Title 23 of the Louisiana Revised Statutes of 1950 (Alternative Collection Procedures & Assessments) is in effect, and whose right to appeal that assessment is exhausted, from submitting a bid or proposal for or obtaining any contract pursuant to Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 and Chapters 16 and 17 of Title 39 of the Louisiana Revised Statutes of 1950.

B. By signing this bid /proposal, Affiant certifies that no such assessment is in effect against the bidding/proposing entity.

---

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

---

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

---

SIGNATURE OF AUTHORIZED  
SIGNATORY OF BIDDER

WITNESSES:

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

---

Notary Public

**END OF SECTION 00920**

**SECTION 00940**

**CERTIFICATION OF SELECTED BIDDER/CONTRACTOR REGARDING**  
**SECTION 3 AND SEGREGATED FACILITIES**

---

Name of Bidder/Contractor

Project Name and Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract,
- (b) A written Section 3 plan was prepared and submitted as part of the bid award proceedings (if bid exceeds \$100,000), and
- (c) Tables A and B were prepared and submitted as part of the bid award proceedings (if bid exceeds \$100,000).
- (d) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

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Name & Title of Signer (Print or Type)

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Signature

---

Date

**END OF SECTION 00940**

**SECTION 00950**

**SECTION 3 PLAN CERTIFICATION OF SELECTED BIDDER/CONTRACTOR**

Name of Prime Contractor

Project Name and Number

The undersigned hereby certifies that:

A. The positions listed under part B that have been filled by \_\_\_\_\_  
since \_\_\_\_\_ Name of Prime Contractor

being notified of contract selection on \_\_\_\_\_ were not filled to circumvent the  
Date

contractor's obligations to provide employment opportunities; including training positions, for Section 3 residents, as required by Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations, 24 CFR Part 135.

B. Employment Positions filled since \_\_\_\_\_  
Date of Selection


C. No employment positions have been filled since \_\_\_\_\_.  
Date of Selection

Name & Title of Signer (Print or Type)

---

**Signature**

Date \_\_\_\_\_

NOTICE: This Certification must be made BEFORE contract execution (24 CFR 135.135.38(e)).

**END OF SECTION 00950**

**SECTION 00960**

**SELECTED BIDDER/CONTRACTOR**  
(If either contract exceeds \$100,000)

**Section 3 Plan Format**

\_\_\_\_\_ agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Parish of Assumption.

- A. To ascertain from the locality's Disaster Recovery CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the Parish the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U. S .Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. \*To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Plan including utilization goals and the specific steps planned to accomplish these goals.
- E: \*To ensure that subcontracts, which are typically let on a negotiated rather than a bid basis, in areas other than Section 3 covered project areas, are also let on a negotiated basis whenever feasible, if let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
- G. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.
- J. To list on Table A information related to subcontracts to be awarded.

\*Loans, grants, contracts, and subsidies for equal to or less than \$100,000 will be exempt.

K. To list on Table B all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of \_\_\_\_\_, we the undersigned have read and fully agree to this Section 3 Plan, and become a party to the full implementation of this program.

---

Signature

---

Title

---

Date

---

Signature

---

Title

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Date

**TABLE A**

## PROPOSED SUBCONTRACTS BREAKDOWN

FOR THE PERIOD COVERING \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_\_\_\_  
(Duration of the CDBG-Assisted Project)

\* The Project Area is coextensive with the Parish of Assumption's boundaries.

### Company

Project Name

### Project Number

(Signature)

Date

**TABLE B**

**ESTIMATED PROJECT WORKFORCE BREAKDOWN**

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
JOB CATEGORY	TOTAL ESTIMATED POSITIONS	NO. POSITION CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	NO. POSITIONS NOT CURRENTLY OCCUPIED	NO. POSITIONS TO BE FILLED WITH L.I.P.A.R.*
OFFICERS/SUPERVISORS				
PROFESSIONALS				
TECHNICIANS				
HOUSING SALES/RENTAL/MGT				
OFFICE CLERICAL				
SERVICE WORKERS				
OTHERS				
<b>TRADE:</b>				
JOURNEYMEN				
HELPERS				
APPRENTICES				
MAXIMUM # TRAINEES				
OTHERS				
<b>TRADE:</b>				
JOURNEYMEN				
HELPERS				
APPRENTICES				
MAXIMUM # TRAINEES				
OTHERS				
<b>TOTAL</b>				

\*Lower Income Project Area residents - Individuals residing within the Parish of Assumption whose family income does not exceed 80% of the median income in the State.

Company  
**END OF SECTION 00960**

**SECTION 00970**

**CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING**  
**SECTION 3 AND SEGREGATED FACILITIES**

---

Name of Subcontractor

Project Name and Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract,
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid exceeds \$100,000), and
- (c) Tables A and B were prepared and submitted as part of the bid proceedings (if bid exceeds \$100,000).
- (d) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

---

Name & Title of Signer (Print or Type)

---

Signature

---

Date

**END OF SECTION 00970**

**(NOT REQUIRED TO BE SUBMITTED WITH BID)**

**SECTION 00980**

### **SECTION 3 CERTIFICATION OF SUBCONTRACTOR**

**Name of Subcontractor**

**Project Name and Number**

The undersigned hereby certifies that:

A. The positions listed under part B that have been filled by \_\_\_\_\_ since \_\_\_\_\_

**Name of SubContractor**

being notified of contract selection on \_\_\_\_\_ were not filled to circumvent the  
Date \_\_\_\_\_

contractor's obligations to provide employment opportunities; including training positions, for Section 3 residents, as required by Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations, 24 CFR Part 135.

B. Employment Positions filled since \_\_\_\_\_.  
Date of Selection

C. No employment positions have been filled since \_\_\_\_\_.  
Date of Selection \_\_\_\_\_

**Name & Title of Signer (Print or Type)**

---

**Signature**

Date

NOTICE: This Certification must be made BEFORE contract execution (24 CFR 135.135.38(e)).

**END OF SECTION 00980**

## SECTION 00990

### SELECTED SUBCONTRACTOR (If either contract exceeds \$100,000)

#### Section 3 Plan Format

\_\_\_\_\_  
agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Parish of Assumption.

- A. To ascertain from the locality's Disaster Recovery CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the Parish the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U. S .Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. \*To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Plan including utilization goals and the specific steps planned to accomplish these goals.
- E: \*To ensure that subcontracts, which are typically let on a negotiated rather than a bid basis, in areas other than Section 3 covered project areas, are also let on a negotiated basis whenever feasible, if let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
- G. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.
- J. To list on Table A information related to subcontracts to be awarded.  
\*Loans, grants, contracts, and subsidies equal to or less than \$100,000 will be exempt.

K. To list on Table B all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of \_\_\_\_\_, we the undersigned have read and fully agree to this Section 3 Plan, and become a party to the full implementation of this program.

---

Signature

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Title

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Date

---

Signature

---

Title

---

Date

**TABLE A**

## PROPOSED SUBCONTRACTS BREAKDOWN

FOR THE PERIOD COVERING \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_\_\_\_  
(Duration of the CDBG-Assisted Project)

\* The Project Area is coextensive with the Parish of Assumption's boundaries.

## Company

Project Name

**Project Number**

(Signature)

Date

TABLE B

ESTIMATED PROJECT WORKFORCE BREAKDOWN

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
JOB CATEGORY	TOTAL ESTIMATED POSITIONS	NO. POSITION CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	NO. POSITIONS NOT CURRENTLY OCCUPIED	NO. POSITIONS TO BE FILLED WITH L.I.P.A.R.*
OFFICERS/SUPERVISORS				
PROFESSIONALS				
TECHNICIANS				
HOUSING SALES/RENTAL/MGT				
OFFICE CLERICAL				
SERVICE WORKERS				
OTHERS				
<b>TRADE:</b>				
JOURNEYMEN				
HELPERS				
APPRENTICES				
MAXIMUM # TRAINEES				
OTHERS				
<b>TRADE:</b>				
JOURNEYMEN				
HELPERS				
APPRENTICES				
MAXIMUM # TRAINEES				
OTHERS				
<b>TOTAL</b>				

\*Lower Income Project Area residents - Individuals residing within the Parish of Assumption whose family income does not exceed 80% of the median income in the State.

\_\_\_\_\_  
Company

**END OF SECTION 00990**

## SECTION 00995

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals under the Provisions of 24 CFR 24:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property.
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

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Typed Name and Title of Authorized Representative

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Signature of Authorized Representative

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Date

I am unable to certify to the above statement. My explanation is attached.

**END OF SECTION 00995**

## **SECTION 01010 – SUMMARY OF THE WORK**

### **PART 1 – GENERAL**

#### **RELATED DOCUMENTS:**

Drawings and General Provisions of Contract, including General and Supplementary Conditions and other Division –1 Specification sections, apply to work of this section.

#### **PROJECT/WORK IDENTIFICATION:**

General: Project name is "Marais Area Drainage Improvements", on Contract Documents prepared by C. J. Savoie Consulting Engineers, LLC. Drawings and Specifications are dated January 2026.

Contract Documents: Indicate the work of the Contract and related requirements and conditions that have an impact on the project. Related requirements and conditions that are indicated on the Contract Documents include, but are not necessarily limited to the following:

Existing site conditions.

Work performed prior to work under this Contract.

Work to be performed concurrently by the Owner.

Requirements for partial Owner occupancy prior to substantial completion of the Contract Work.

Summary by References: Work of the Contract can be summarized by references to the Contract, General Conditions, Supplementary Conditions, Specification Sections, Drawings, Addenda and Modifications to the Contract Documents issued subsequent to the initial printing of this project manual and including but not necessarily limited to printed material referenced by any of these. It is recognized that work of the Contract is also unavoidably affected or influenced by governing regulations, natural phenomenon including weather conditions and other forces outside the Contract Documents.

Abbreviated Written Summary: Briefly and without force and effect upon the Contract Documents, the work of the Contract can be summarized as follows:

The work The Assumption Parish Police Jury proposes to complete drainage improvements to the Marais Area. Improvements will include drainage system improvements, pump station renovations, removal of existing bar screen, installation of a new bar screen, installation of subsurface culverts and catch basins, excavation of ditches and canals and all labor and materials necessary to complete the work.

The Estimated Budget is \$ 800,000.00

**CONTRACTOR USE OF PREMISES:**

Use of the Site: Confine operations at the site to the areas permitted under Contract. Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to set rules and regulations affecting the work or any part of the work.

**OWNER OCCUPANCY:**

Partial Owner Occupancy: The Parish reserves the right to place and install equipment as necessary in completed areas of the building and to occupy such completed areas prior to substantial completion, provided that such occupancy does not substantially interfere with completion of the work. Such placing of equipment and partial occupancy shall not constitute acceptance of the work or any part of the work.

**COORDINATION:**

General: The work of this Contract includes coordination of the entire work of the project, including preparation of general coordination drawings, diagrams and schedules, and control of site utilization, from beginning of construction activity through project close-out and warranty periods.

**END OF SECTION 01010**

## **SECTION 01020 – PERMITS AND PRECAUTIONS**

### **PART 1 – GENERAL**

#### **RELATED DOCUMENTS**

Drawings and General Provisions, of Contract, including General and Supplementary Conditions and other Division – 1 Specification sections, apply to this section.

#### **PERMITS:**

The owner will have the plans approved by the City and/or Parish, the Louisiana State Department of Health and Hospitals and the Louisiana State Fire Marshal when such is required. Contractor shall be responsible for compliance with the Louisiana State Building Codes as per Act 12 of the Louisiana State Legislature as last revised including all required permits and third party inspections and associated fees. Contractor shall contact Assumption Parish Office of Emergency Preparedness and Permit Office at (985) 369-7386 for all applications, permits and inspections. The Contractor shall obtain and pay for a construction permit from Assumption Parish.

#### **BODILY INJURY & EQUIPMENT PROTECTION:**

The Contractor is cautioned that this is a public facility and a Parish persons will be subjected to working areas. The Contractor shall protect all persons from injury during the construction period. The Contractor shall also secure all equipment during and after working hours and shall be responsible for all stored material until the project is complete and accepted. No burning of trash will be allowed on the premises.

#### **FIRE CODES AND SAFETY REGULATIONS:**

All fire codes shall be observed and all applicable safety regulations shall be enforced by the Contractor.

#### **PROPERTY PROTECTION AND TRAFFIC CONTROLS:**

Trees, fences, shrubbery, buildings, vehicles, and all other adjoining property shall be protected from cleaning and painting operations. Any damage shall be restored by the Contractor and all repair cost resulting from this painting work shall be borne by the Contractor. He shall carry the required insurance to cover any such damage. Contractor shall provide suitable barricades and construction signs to protect against injury.

#### **SIGNAGE:**

"KEEP OUT" and Warning signs shall be posted around the site and of a size and lettering that is easily visible on all sides. Signage shall be bright red and yellow for warnings and placed continuously within the site". Any signs removed or blown away shall be replaced immediately for continued protection of the Public.

**WEATHER CONDITIONS:**

The Contractor shall not work in adverse weather conditions to the detriment of the Owner. Contractor shall protect all existing and proposed material from the weather. Contractor shall maintain adequate pumping of drainage during the project especially during adverse rain conditions.

**STANDARDS:**

All work shall be in compliance with the Underwriter Laboratory (UL) Standards, the ASTM or the American Society of Testing Materials, and the equipment material manufacturers Specifications, and the new Uniform Building Codes as per Act 12 of the Louisiana State Legislature as last revised.

**PROTECTION OF EQUIPMENT:**

The Contractor will protect all equipment and other attachments to guard against breakage, tarring, etc.

**SAFETY EQUIPMENT:**

The Contractor shall have the proper equipment, scaffolds, safety belts, cable chains, etc. to guard against all hazardous working conditions. No working personnel shall be allowed to work without the OSHA required safety devices. No equipment or materials shall be left in the upper elevated areas unsecured.

**END OF SECTION 01020**

## **SECTION 01027 – APPLICATION FOR PAYMENT**

### **PART 1 – GENERAL**

#### **RELATED DOCUMENTS**

Drawings and General Provisions, of Contract, including General and Supplementary Conditions and other Division – 1 Specification sections, apply to this section.

#### **SUMMARY**

This Section specifies administrative and procedural requirements governing the Contractor's Application for Payment.

Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule, List of Subcontracts, and Submittal Schedule.

The Contractor's Construction Schedule and Submittal Schedule are included in Section "Submittals".

#### **APPLICATIONS FOR PAYMENT:**

Each application for Payment shall be consistent with previous applications and payments as certified by the Engineer and paid for by the Owner.

The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.

Payment Application Times: Progress Applications shall be made monthly to the project Engineer for approval within the first 5 days of each month. The Engineer shall check the application and submit to the Owner within 10 days if the application is in accordance with the work performed. If not, then the application shall be returned to the Contractor for re-submittal.

Application Preparation: Submit a complete application with all required information to reduce research time. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made. A 5 percent retainage shall be withheld for all projects exceeding a project bid cost of \$500,000.00 and a 10 percent retainage shall be withheld for all projects in which the project bid cost is less than \$500,000.00 in accordance with the State of Louisiana revised Statutes Title 38.

Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.

Transmittal: Submit 4 executed copies of each Application for Payment to the Engineer one copy shall be complete, including waivers of lien and similar attachments, when required. Transmit each copy with a transmittal form listing attachments, and recording appropriate information related to the application in a manner acceptable to the Engineer.

Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment for 100 percent of the contract including all Change Orders less 5 percent of that amount to be held as retainage for 45 days from the date of acceptance of Substantial Completion.

Administrative actions and submittals that shall proceed or coincide with this application include:

- Occupancy permits and similar approvals.
- Warranties (guarantees) and maintenance agreements.
- Test/adjust/balance records.
- Maintenance instructions.
- Meter readings.
- Start-up performance reports.
- Change-over information related to Owner's occupancy, use operations and maintenance.
- Final cleaning.
- Application for reduction of retainage, and consent of surety.
- Advice on shifting insurance coverage.
- Final progress photographs.
- List of incomplete work, recognized as exceptions to Engineer's Certificate of Substantial Completion.

Final Payment Application: Administrative actions and submittals which must precede or coincide with submittal of the final payment Application for Payment include the following:

- Completion of Project closeout requirements.
- Completion of items specified for completion after Substantial Completion.
- Assurance that unsettled claims will be settled.
- Assurance that work not complete and accepted will be completed without undue delay.
- Transmittal of required Project construction records to Owner.
- Certified property survey.
- Proof that taxes, fees and similar obligations have been paid.
- Removal of temporary facilities and services.
- Removal of surplus materials, rubbish and similar elements.
- Change of door locks to Owner's access.

**END OF SECTION 01027**

## **SECTION 01040 – PROJECT COORDINATION**

### **PART 1 – GENERAL**

#### **RELATED DOCUMENTS:**

Drawings and General Provisions of Contract, including General and Supplementary Conditions and other Division – 1 Specification sections, apply to work of this section.

#### **SUMMARY:**

This Section: specifies administrative and supervisory requirements necessary for Project coordination including, but not necessarily limited to:

- Coordination.
- Administrative and supervisory personnel.
- General installation provisions.
- Cleaning and protection.

Field engineering is included in Section "Field Engineering".

Progress meetings, coordination meetings and pre-installation conferences are included in Section "Project Meetings".

Requirements for the Contractor's Construction Schedule are included in Section "Submittals".

#### **COORDINATION:**

Coordination: Coordinate construction activities included under various Sections of these Specifications to assure efficient and orderly installation of each part the Work. Coordinate construction operations included under different Sections of the Specifications that are dependent upon each other for proper installation, connection, and operation.

Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.

Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.

Make adequate provisions to accommodate items scheduled for later installation.

Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.

Prepare similar memoranda for the Owner and separate Contractors where coordination of their work is required.

Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

- Preparation of schedules.
- Installation and removal of temporary facilities.
- Delivery and processing of submittals.
- Progress meetings.
- Project Close-out activities.

Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

### **SUBMITTALS:**

Coordination Drawings: Prepare and submit coordination Drawings where close and careful coordination is required for installation of products and materials fabricated off-site by separate entities, and where limited space availability necessitates maximum utilization of space for efficient installation of different components.

Show the interrelationship of components shown on separate Shop Drawings.

Indicate required installation sequences.

Comply with requirements contained in Section "Submittals".

Refer to Division – 15 Section "Basic Mechanical Requirements," and Division – 16 Section "Basic Electrical Requirements" for specific coordination Drawing requirements for mechanical and electrical installations.

Staff Names: Within 15 days of Notice to Proceed, submit a list of the Contractor's principal staff assignments, including the Superintendent and other personnel in attendance at the site: identify individuals, their duties and responsibilities: list their addresses and telephone numbers.

Post copies of the list in the Project meeting room, the temporary field office, and each temporary telephone.

**PART 2 – PRODUCTS** (Not Applicable).

**PART 3 – EXECUTION**

**GENERAL INSTALLATION PROVISIONS:**

Inspection of Conditions: Require installer of each major component to inspect both the substrate and conditions under which work will be performed. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to installer.

Manufacturer's Instructions: Comply with manufacturer's instructions and recommendations to extent these are more explicit or more stringent than requirements indicated contained in Contract Documents.

Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.

Provide attachment and connection devices and methods necessary for securing work. Secure Work true to line and level. Allow for expansion and building movement.

Visual Effects: Provide uniform joint widths in exposed Work. Arrange joints in exposed Work to obtain the best visual effects. Refer questionable choices to the Architect for final decision.

Recheck Measurements and dimensions of the work before starting each installation.

Install Each Component during weather conditions and project status that will ensure the best possible results. Isolate each part of the completed construction for incompatible material as necessary to prevent deterioration.

Coordinate Temporary Enclosure with required inspections and tests, to minimize necessity of uncovering completed construction for that purpose.

Mounting Heights: Where mounting heights are not indicated, install individual components at standard mounting heights recognized within the industry for particular application indicated. Refer questionable mounting height decisions to the Engineer for final decision.

**CLEANING AND PROTECTION:**

During handling and installation clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

Clean and maintain completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

**Limiting Exposures:** Supervise construction activities to ensure that no part of the construction, completed or in progress is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:

- Excessive static or dynamic loading.
- Excessive internal or external pressures.
- Excessively high or low temperatures.
- Thermal shock.
- Excessively high or low humidity.
- Air contamination or pollution.
- Water or ice.
- Solvents.
- Chemicals.
- Light.
- Puncture.
- Abrasion.
- Heavy traffic.
- Soiling, staining, and corrosion.
- Bacteria.
- Rodent and insect infestation.
- Combustion.
- Electrical Current.
- High Speed operation.
- Improper lubrication.
- Unusual wear and other misuse.
- Contact between incompatible materials.
- Destructive testing.
- Misalignment.
- Excessive weathering.
- Unprotected storage.
- Improper shipping or handling.
- Theft.
- Vandalism.

**END OF SECTION 01040**

## **SECTION 01050 – FIELD ENGINEERING**

### **PART 1 – GENERAL**

#### **RELATED DOCUMENTS**

Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Division – 1 Specification sections, apply to this section.

#### **SUMMARY**

General: This Section specifies administrative and procedural requirements for field-engineering services, including, but not necessarily limited to, the following:

Land survey work.

#### **SUBMITTALS**

Certificates: Submit a certificate signed by the Land Surveyor or Professional Engineer certifying that the location and elevation of improvements comply with the Contract Documents.

Final Property Survey: Submit 10 copies of the final property survey.

Project Record Documents: Submit a record of work performed and record survey data as required under provisions of Sections "Submittals" and "Project Closeout".

#### **QUALITY ASSURANCE**

The Project Engineer shall provide control points for site location and one elevation. The Contractor shall be responsible for all construction surveying including layout work, elevations and profiling for sewer and drainage facility installations.

### **PART 2 – PRODUCTS** (Not Applicable)

### **PART 3 – EXECUTION**

#### **EXAMINATION**

The Contractor shall:

Verify layout information shown on the Drawings, in relation to the property survey and existing benchmarks before proceeding to layout the work. Locate and protect existing benchmarks and control points. Preserve permanent reference points during construction.

Do not change or relocate benchmarks or control points without prior written approval. Promptly report lost or destroyed reference points, or requirements to relocate reference points because of necessary changes in grades or locations. Promptly replace lost or destroyed project control points. Base replacements on the original survey control points.

Establish and maintain a minimum of two permanent benchmarks on the site, referenced to data established by survey control points.

Existing utilities and equipment: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction.

Prior to construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer and water service piping.

## **PERFORMANCE**

The Contractor shall:

Working from lines and levels established by the property survey, establish benchmarks and markers to set lines and levels at each story of construction and elsewhere as needed to properly locate each element of the Project. Calculate and measure required dimensions within indicated or recognized tolerances. Do not scale Drawings to determine dimensions.

Advise entities engaged in construction activities, of marked lines and levels provided for their use.

As construction proceeds, check every major element for line, level and plumb.

Record deviations from required lines and levels, and advise the Engineer when deviations that exceed indicated or recognized tolerances are detected. On Project Record Drawings, record deviations that are accepted and not corrected.

On completion of foundation wall, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimension, locations, angles and elevations, of construction and sitework.

Site Improvements: Locate and lay out site improvements, including pavements, stakes for grading, fill and topsoil placement, utility slopes and invert elevations by instrumentation and similar appropriate means.

Building Lines and Levels: Locate and lay out batter boards for structures, building foundations, column grids and locations, floor levels and control lines and levels required for mechanical and electrical work.

Existing Utilities: Furnish information necessary to adjust, move or relocate existing structures, utility poles, lines services or other appurtenances located in, or affected by construction. Coordinate with local authorities having jurisdiction.

**END OF SECTION 01050**

## **SECTION 01090 – DEFINITIONS AND STANDARDS**

### **PART 1 – GENERAL**

#### **RELATED DOCUMENTS:**

Drawings and General Provisions of Contract, including General and Supplementary Conditions and other Division – 1 Specification sections, apply to work of this section.

#### **DEFINITIONS:**

General Explanation: A substantial amount of specification language constitutes definitions for terms found in other Contract Documents, including the drawings which must be recognized as diagrammatic in nature and not completely descriptive of requirements indicated thereon. Certain terms used in the Contract Documents are defined generally in this article. Definitions and explanations of this section are not necessarily either complete or exclusive, but are general for the work to extent not stated more explicitly in another provision of the Contract Documents.

General Requirements: The provisions or requirements of Division 1 sections. General Requirements apply to entire work of Contract and, where so indicated, to other elements of work which are included in the project.

Indicated: The term "Indicated" is a cross-reference to details, notes or schedules on the drawings, to other paragraphs or schedules in the specifications, and to similar means of recording requirements in the Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used in lieu of "indicated," it is for purpose of helping reader locate cross-reference, and no limitation of location is intended except as specifically noted.

Directed, Requested, etc.: Where not otherwise explained, terms such as "directed," "requested," "authorized," "selected," "approved," "required," "accepted," and "permitted" mean "directed by Architect/Engineer," "requested by Architect/Engineer," etc. However, no such implied meaning will be interpreted to extend Architect's/Engineer's responsibility into Contractor's area of construction supervision.

Approve: Where used in conjunction with Architect's/Engineer's response to submittals, requests, applications, inquiries, reports and claims by Contractor, the meaning of term "approved" will be held to limitations of Architect's/Engineer's responsibilities and duties as specified in General and Supplementary Condition. In no case will "approval" by Architect/Engineer be interpreted as a release of Contractor from responsibilities to fulfill requirements of the Contract Documents.

Project Site: The space available to Contractor for performance of the work, either exclusively or in conjunction with others performing other work as part of the project. The extent of project site is shown on the drawings, and may or may not be identical with description of the land upon which project is to be built.

Furnish: Except as otherwise defined in greater detail, term "furnish" is used to mean supply and deliver to project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.

Install: Except as otherwise defined in greater detail, term "install" is used to describe operations at project site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations, as applicable in each instance.

Provide: Except as otherwise defined in greater detail, term "provide" means furnish and install, complete and ready for intended use, as applicable in each instance.

Installer: The entity (person or firm) engaged by the Contractor or its subcontractor or sub-subcontractor for the performance of a particular unit of work at the project site, including installation, erection, application and similar required operations. It is a general requirement that such entities (Installers) be expert in operations they are engaged to perform.

Testing Laboratory: An independent entity engaged to perform specific inspections or test for the work, either at project site or elsewhere; and to report and (if required) interpret results of those inspections or tests.

#### **FORMAT AND SPECIFICATION EXPLANATIONS:**

Specification Production: None of these explanations will be interpreted to modify substance of requirements. Portions of these specifications have been produced by Engineer's standard methods of editing master specifications, and may contain minor deviations from traditional writing formats. Such deviations are a normal result of this production technique, and no other meaning will be implied or permitted.

Format Explanation: The format of principal portions of these specifications can be described as follow; although other portions may not fully comply and no particular significance will be attached to such compliance or non-compliance:

Sections and Divisions: For convenience, basic unit of specification text is a "section", each unit of which is named and numbered. These are organized into related families of sections, and various families of sections are organized into "divisions", which are recognized as the present industry consensus on uniform organization and sequencing of specifications. The section title is not intended to limit meaning or content of section, nor to be fully descriptive of requirements specified therein, nor to be an integral part of text.

Each section of specifications has been subdivided into 3 (or less) "parts" for uniformity and convenience (Part 1 – General, Part 2 - Products, and Part 3 – Execution). These do not limit the meaning of and are not an integral part of text, which specifies requirements.

Subordination of Text: Portions of specification text are subordinated to other portions in the following (traditional) manner (lowest level to highest):

Indented (from left margin) paragraphs and lines of text are subordinate to preceding text which is not indented, or which is indented by a lesser amount.

Paragraphs and lines of text are subordinate to subarticle titles, which are printed in upper/lower-case lettering.

Sub articles are subordinate to article titles, which are printed in upper-case lettering.

Subordination (if any) of certain sections (or portions of sections) to other sections is described within those sections.

Underscoring: Used strictly to assist reader of specification text in scanning text for key words in content (for quick recall). No emphasis on or relative importance of text is intended where underscoring is used.

Imperative Language: Used generally in specifications. Except as otherwise indicated, requirements expressed imperatively are to be performed by Contractor. For clarity of reading at certain locations, contrasting subjective language is used to describe responsibilities which must be fulfilled indirectly by Contractor, or when so noted, by others.

Section Numbering: Used to facilitate cross-references in Contract Documents. Sections are placed in project manual in numeric sequence; however, numbering sequence is not complete, and listing of sections at beginning of Project Manual must be consulted to determine numbers and names of specification sections in Contract Documents.

Page Numbering: Numbered independently for each section; recorded in listing of sections (Index or Table of Contents) in Project Manual. Section number is shown with page number at bottom of each page, to facilitate location of text in Project Manual.

Line Numbering: Provided on each page (either margin), strictly for purpose of facilitating subsequent references to specific text, for addenda, purchasing, subcontracting, modifications, change orders, and similar references.

Specification Content: Because of methods by which this project specifications has been produced, certain general characteristics of content, and conventions in use of language are explained as follows:

Specifying Methods: The techniques or methods of specifying to record requirements varies throughout text, and may include "prescriptive", "open generic-descriptive", "compliance with standards", "performance", "proprietary", or a combination of these. The method used for specifying one unit of work has no bearing on requirements for another unit of work.

Overlapping and Conflicting Requirements: Where compliance with 2 or more industry standards or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, most stringent requirement (which is generally recognized to be also most costly) is intended and will be enforced, unless specifically detailed language written into the Contract Documents (not be way of reference to an industry standard) clearly indicates that a less stringent requirement is to be fulfilled. Refer apparently equal but different requirements, and uncertainties as to which level of quality is more stringent, to Engineer for a decision before proceeding.

Contractor's Options: Except for overlapping or conflicting requirements, where more than one set of requirements are specified for a particular unit of work, option is intended to be Contractor's regardless of whether specifically indicated as such.

Minimum Quality/Quantity: In every instance, quality level or quantity shown or specified is intended as minimum for the work to be performed or provided. Except as otherwise specifically indicated, actual work may either comply exactly with that minimum (within specified tolerances), or may exceed that minimum within reasonable limits. In complying with requirements, indicated numeric values are either minimums or maximums as noted or as appropriate for context of requirements. Refer instances of uncertainty to Engineer for decision before proceeding.

Specialists; Assignments: In certain instances, specification text requires (or at least implies) that specific work be assigned to those units of work. These must be recognized as special requirements over which Contractor has no choice or option. These assignments must not be confused with (and are not intended to interfere with) normal application of regulations, union jurisdictions and similar conventions. One purpose of such assignments is to establish which party or entity involved in a specific unit of work is recognized as "expert" for indicated construction processes or operations. Nevertheless, final responsibility for fulfillment of entire set of requirements remains with Contractor.

Trades: Except as otherwise indicated, the use of titles such as "carpentry" in specification text, implies neither that the work must be performed by an accredited or unionized tradesperson of corresponding generic name (such as "carpenter"), nor that specified requirements apply exclusively to work by tradesperson of that corresponding generic name.

Abbreviations: The language of specifications and other Contract Documents is of the abbreviated type in certain instances, and implies words and meanings which will be appropriately interpreted. Actual word abbreviations of a self-explanatory nature have been included in texts. Specific abbreviations have been established, principally for lengthy technical terminology and primarily in conjunction with coordination of specification requirements with notations on drawings and in schedules. These are frequently defined in section at first instance of use. Trade association names and titles of general standards are frequently abbreviated. Singular works will be interpreted as plural and plural words will be interpreted as

singular where applicable and where full context of the Contract Documents so indicates.

## **DRAWING SYMBOLS:**

General: Except as otherwise indicated, graphic symbols used on drawings are those symbols recognized in the construction industry for purposes indicated. Where not otherwise noted, symbols are defined by "Architectural Graphic Standards, "published by John Wiley & Sons, Inc., seventh edition.

M/E Drawings: Graphic symbols used on mechanical/electrical drawings are generally aligned with symbols recommended by ASHRAE, supplemented by more specific symbols where appropriate as recommended by other recognized technical associations including ASME, ASPE, IEEE, and similar organizations. Refer instances of uncertainty to Engineer for clarification before proceeding.

## **INDUSTRY STANDARDS:**

General Applicability of Standards: Applicable standards of construction industry have same force and effect (and are made a part of Contract Documents by reference) as if copied directly into Contract Documents, or as if published copies were bound herewith.

Referenced standards (referenced directly in Contract Documents or by governing regulations) have precedence over non-referenced standards, which are recognized in industry for applicability to work.

Non-referenced standards recognized in the construction industry are hereby defined, except as otherwise limited in Contract Documents, to have direct applicability to the work, and will be so enforced for performance of the work.

Publication Dates: Except as otherwise indicated, where compliance with an industry standard is required, comply with standard in effect as of date of Contract Documents.

Copies of Standards: Provide where needed for proper performance of the work; obtain directly from publication sources.

Abbreviations and Names: The following acronyms or abbreviations as referenced in Contract Documents are defined to mean the associated names. Both names and addresses are subject to change, and are believed to be, but are not assured to be, accurate and up-to-date as of date of Contract Documents:

AA                    Aluminum Association  
                      818 Connecticut Ave., NW; Washington, DC 20006; 202/862-5100

AAMA                Architectural Aluminum Manufacturers Association  
                      35 E. Wacker Dr.; Chicago, IL 60601; 312/782-8256

AAN                American Association of Nurserymen  
                      230 Southern Bldg.; Washington, DC 20005; 202/737-4060

AASHTO	American Association of State Highway & Transportation Officials 444 North Capital; Washington, DC 20001; 202/624-5800
AATCC	American Association of Textile Chemists and Colorists P. O. Box 12215; Research Triangle Park, NC 27709; 919/549-8141
ACI	American Concrete Institute Box 19150 Redford Stat.; Detroit, MI 48219; 313/532-2600
ACIL	American Council of Independent Laboratories 1725 K St., NW; Washington, DC 20006; 202/659-3766
ADC	Air Diffusion Council 435 N. Michigan Ave.; Chicago, IL 60611; 312/527-5494
AGA	American Gas Association 1515 Wilson Blvd.; Arlington, VA 22209; 703-841-8400
AHAM	Association of Home Appliance Manufacturers 20 N. Wacker Dr.; Chicago, IL 60606; 312/984-5800
AI	Asphalt Institute Asphalt Inst. Bldg.; College Park, MD 20740; 301/277-4258
AIA	American Institute of Architects 1735 New York Ave., NW; Washington, DC 20006; 202/626-7474
A.I.A.	American Insurance Association 85 John St.; New York, NY 10038; 212/433-4400
AISC	American Institute of Steel Construction 400 N. Michigan Ave.; Chicago, IL 60611; 312/670-2400
AISI	American Iron and Steel Institute 1000 16 <sup>th</sup> St., NW; Washington, DC 20036; 202/452-7100
AITC	American Institute of Timber Construction 333 W. Hampden Ave.; Englewood, CO 80110; 303/761-3212
AMCA	Air Movement and Control Association 30 W. University Dr.; Arlington Heights, IL 60004; 312/394-0150
ANSI	American National Standards Institute 25 West 43 <sup>rd</sup> St., 4 <sup>th</sup> Floor; New York, NY 10036; 212/642-4900
APA	American Plywood Association P. O. Box 11700; Tacoma, WA 98411; 206/565-6600

ARI	Air Conditioning and Refrigeration Institute 1815 N. Fort Myer Dr.; Arlington, VA 22209; 703/524-8800
ASC	Adhesive and Sealant Council 1600 Wilson Blvd.; Arlington, VA 22209; 703/841-1112
ASHRAE	American Society of Heating, Refrigerating & Air-Conditioning Engineers 1791 Tullie Cir., NE; Atlanta, GA 30329; 404/636-8400
ASME	American Society of Mechanical Engineers 345 E. 47 <sup>th</sup> St.; New York NY 10017; 212/644-7722
ASPE	American Society of Plumbing Engineers 15233 Ventura Blvd.; Sherman Oaks, CA 91403; 213/783-4845
ASEE	American Society of Sanitary Engineering P. O. Box 9712; Bay Village, OH 44140; 216/835-3040
ASTM	American Society for Testing and Materials 1916 Race St.; Philadelphia, PA 19103; 215/299-5400
AWI	Architectural Woodwork Institute 2310 S. Walter Reed Dr.; Arlington, VA 22206; 703/671-9100
AWPA	American Wood-Preservers' Association 7735 Old Georgetown Rd.; Bethesda, MD 20014; 301/652-2109
AWPB	American Wood Preservers Bureau 2772 S. Randolph St.; Arlington, VA 22206; 703/931-8180
AWS	American Welding Society 550 LeJune Rd.; Miami, FL 33135; 305/642-7090
AWWA	American Water Works Association 6666 W. Quincy Ave.; Denver, CO 80235; 0-303/794-7711
BHMA	Builder's Hardware Manufacturers Association (c/o TGAM) 60 E. 42 <sup>nd</sup> St., Rm. 1807; New York, NY 10017; 212/682-8142
BIA	Brick Institute of America 1750 Old Meadow Rd.; McLean, VA 22101; 703/893-4010
CDA	Copper Development Association 405 Lexington Ave.; New York, NY 10017; 212/953-7300
CE	Corps of Engineers (U. S. Dept. of the Army) Washington, DC 20315

CISPI	Cast Iron Soil Pipe Institute 1499 Chain Bridge Rd.; McLean, VA 22101; 703/827-9177
CRSI	Concrete Reinforcing Steel Institute 180 N. LaSalle St.; Chicago, IL 60601; 312/372-5059
CS	Commercial Standard of NBS (U. S. Dept. of Commerce) Government Printing Office; Washington, DC 20402
DHI	Door and Hardware Institute 1815 N. Ft. Myer Dr.; Arlington, VA 22209; 703/527-2060
EIA	Electronic Industries Association 2001 Eye St., NW; Washington, DC 20006; 202/457-4900
FAA	Federal Aviation Administration (U. S. Dept. of Transportation) 800 Independence Ave.; SW; Washington, DC 20590
FCC	Federal Communications Commission 1919 M St., NW; Washington, DC 20554; 202/632-7000
FCI	Fluid Controls Institute P. O. Box 3854; Tequesta, FL 33458; 305/746-6466
FGMA	Flat Glass Marketing Association 3310 Harrison; Topeka, KS 66111; 913/266-7013
FHA	Federal Housing Administration (U. S. Dept. of HUD) 451 – 7 <sup>th</sup> St., SW; Washington, DC 20201
FM	Factory Mutual Engineering Corp. 1151 Boston-Providence Turnpike; Norwood, MA 02062; 617/762-4300
FS	Federal Specification (General Services Admin.) Bldg. 197, Washington Navy Yard, SE; Washington, DC 20407
FTI	Facing Tile Institute Box 8880; Canton, OH 44711; 216/488-1211
GA	Gypsum Association 1603 Orrington Ave.; Evanston, IL 60201; 312/491-1744
HPMA	Hardwood Plywood Manufacturers Association P. O. Box 2789; Reston, VA 22090; 703/435-2900
IES	Illuminating Engineering Society of North America 345 E. 47 <sup>th</sup> St.; New York, NY 10017; 212/644-7926

ILI	Indiana Limestone Institute of America Stone City Bank Bldg.; Bedford, IN 47421; 812/275-4426
IRI	Industrial Risk Insurers 85 Woodland St.; Hartford, CT 06102; 203/525-2601
MCAA	Mechanical Contractors Association of America 5530 Wisconsin Ave.; Washington, DC 20015; 202/654-7960
MIA	Marble Institute of America 33505 State St.; Farmington, MI 48024; 313/476-5558
MIL	Military Standardization Documents (U.S. Dept. of Defense) Naval Publications and Forms Center 5801 Tabor Ave.; Philadelphia, PA 19120
MLSFA	Metal Lath/Steel Framing Association 221 N. LaSalle St.; Chicago, IL 60601; 312/346-1600
MSS	Manufacturers Standardization Society of the Valve and Fittings Industry 5203 Leesburg Pike; Falls Church, VA 22041; 702/998-7996
NAAMM	The National Association of Architectural Metal Mfrs. 221 N. LaSalle St.; Chicago, IL 60601; 312/346-1600
NAPF	National Association of Plastic Fabricators 1701 N. St., NW; Washington, DC 20036; 202/656-8874
NBGQA	National Building Granite Quarries Association 202 S. Third Ave.; Cold Spring, MN 55107
NBS	National Bureau of Standards (U. S. Dept. of Commerce) Gaithersburg, MD 20234
NCMA	National Concrete Masonry Association P. O. Box 781; Herndon, VA 22070; 703/435-4900
NEC	National Electrical Code (by NFPA)
NECA	National Electrical Contractors Association 7315 Wisconsin Ave.; Washington, DC 20014; 202/657-3110
NEII	National Elevator Industry, Inc. 600 Third Ave.; New York, NY 10016; 212/986-1545
NEMA	National Electrical Manufacturers Association 2101 L St., NW; Washington, DC 20037; 202/457-8400

NEPA	National Fire Protection Association 470 Atlantic Ave.; Boston, MA 02210; 617/482-8755
N.F.P.A.	National Forest Products Association 1619 Massachusetts Ave., NW; Washington, DC 20036 202/797-5800
NHLA	National Hardwood Lumber Association P. O. Box 34518; Memphis, TN 38104; 901/377-1818
NPA	National Particleboard Association 2306 Perkins Pl.; Silver Spring, MD 20910; 301/587-2204
NSF	National Sanitation Foundation 3475 Plymouth Rd.; Ann Arbor, MI 48106; 313/769-8010
NSSEA	National School Supply & Equipment Association 1500 Wilson Blvd.; Arlington, VA 22209; 703/524-8819
NTMA	The National Terrazzo and Mosaic Association 3166 Des Plaines Ave.; Des Plaines, IL 60018; 312/635-7744
NWMA	National Wood Manufacturers Association 205 W. Touhy Ave.; Park Ridge, IL 60068; 312/823-6747
OSHA	Occupational Safety Health Administration (U.S. Dept. of Labor) Government Printing Office; Washington, DC 20402
PCI	Prestressed Concrete Institute 20 N. Wacker Dr.; Chicago, IL 60606; 312/346-4071
PDI	Plumbing and Drainage Institute 5342 Blvd. P1; Indianapolis, IN 46208; 317/251-5298
PEI	Porcelain Enamel Institute 1911 N. Fort Myer; Arlington, VA 22209; 703/527-5257
PS	Product Standard of NBS (U.S. Dept. of Commerce) Government Printing Office; Washington, DC 20402
RFCI	Resilient Floor Covering Institute 1030 15 <sup>th</sup> St., NW; Washington, DC 20005; 202/833-2635
RIS	Redwood Inspection Service (Grading Rules) 627 Montgomery; San Francisco, CA 9411
SAMA	Scientific Apparatus Makers Association 1101 16 <sup>th</sup> St., NW; Washington, DC 20036; 202/223-1360

SDI	Steel Deck Institute P. O. Box 3812; St. Louis, MO 63122; 314/965-1741
S.D.I.	Steel Door Institute 712 Lakewood Cnt. N.; Cleveland, OH 44107; 216/226-7700
SHLMA	Southern Hardwood Lumber Manufacturers Association 805 Sterick Bldg.; Memphis, TN 38103; 901/525-8221
SIGMA	Sealed Insulating Glass Manufacturers Association 111 E. Wacker Dr.; Chicago, IL 60601; 312/644-6610
SJI	Steel Joist Institute 1703 Parham Rd.; Richmond, VA 23229; 804/288-3071
SMACNA	Sheet Metal & Air Conditioning Contractors' National Assoc. 8224 Old Courthouse Rd.; Vienna, VA 22180; 703/790-9890
SPIB	Southern Pine Inspection Bureau (Grading Rules) 4709 Scenic Hwy.; Pensacola, FL 32504; 904/434-2611
SSPC	Steel Structures Painting Council 4400 5 <sup>th</sup> Ave.; Pittsburgh, PA 15213; 412/578-3327
TCA	Tile Council of America P. O. Box 326; Princeton, NJ 08540; 609/921-7050
TIMA	Thermal Insulation Manufacturers Association 7 Kirby Plaza; Mt. Kisco, NY 10549; 914/241-2284
TPI	Truss Plate Institute 2400 E. Devon Ave.; Des Plaines, IL 60018; 312/635-7700
UL	Underwriters Laboratories 333 Pfingsten Rd.; Northbrook, IL 60062; 312/272-8800
WCLB	West Coast Lumber Inspection Bureau (Grading Rules) P. O. Box 2315; Portland, OR 97223; 503/639-0651
WIC	Woodwork Institute of California 1833 Broadway; Fresno, CA 93773; 209/233-9035
WRI	Wire Reinforcement Institute 7900 Westpark Dr.; McLean, VA 22102; 703/790-9790
WSFI	Wood and Synthetic Floor Institute 2400 E. Devon Ave.; Des Plaines, IL 60018; 312/635-7700
WWPA	Western Wood Products Association (Grading Rules) 1500 Yeon Bldg.; Portland, OR 97204; 503/224-3930

W.W.P.A.      Woven Wire Products Association  
108 W. Lake St.; Chicago, IL 60601; 312/332-6502

**GOVERNING REGULATIONS / AUTHORITIES:**

General: The procedure followed by Architect/Engineer has been to contact governing authorities where necessary to obtain information needed for the purpose of preparing Contract Documents; recognizing that such information may or may not be of significance in relation to Contractor's responsibilities for performing the work. Contract governing authorities directly for necessary information and decisions having a bearing on performance of the work.

**SUBMITTALS:**

Permits, Licenses and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, released, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the work.

**PART 2 – PRODUCTS** (not applicable)

**PART 3 – EXECUTION** (not applicable)

**END OF SECTION 01090**

## **SECTION 01300 – SUBMITTALS**

### **PART 1 – GENERAL**

#### **RELATED DOCUMENTS**

Drawings and General Provisions of Contract, including General and Supplementary Conditions and other Division – 1 Specification sections, apply to this section.

#### **SUMMARY**

This Section specifies administrative and procedural requirements for submittals required for performance of the Work, including:

- Contractor's construction schedule.
- Submittal schedule.
- Daily construction reports.
- Shop Drawings.
- Product Data.
- Samples.
- Schedule of Values to be pre-approved and used for payment

Administrative Submittals: Refer to other Divisions – 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:

- Permits.
- Applications and payment.
- Performance and payment bonds.
- Insurance certificates.
- List of Subcontractors.

The Schedule of Values submittal is included in Section "Applications for Payment."

Inspection and test reports are included in Section "Quality Control Services."

#### **SUBMITTAL PROCEDURES**

Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

Coordinate each submittal with fabrication, purchasing, testing, delivery, and other submittal related activities that require sequential activity.

Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.

The Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for re-submittal.

Allow two weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Engineer will promptly advise the Contractor when a submittal being processed must be delayed for coordination.

If an intermediate submittal is necessary, process the same as the initial submittal.

Allow two weeks for reprocessing each submittal.

No extension of Contract Time will be authorized because of failure to transmit submittals to the Engineer sufficiently in advance of the Work to permit processing.

Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.

Provide a space approximately 4" x 5" on the label or beside the title block on Shop Drawings to record the Engineer's review and approval markings and the action taken.

Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Engineer using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.

On the transmittal record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

## **CONTRACTOR'S CONSTRUCTION SCHEDULE**

Schedule: Prepare a Contractor's construction schedule. Submit within 30 days of the date established for "Commencement of the Work".

Work Stages: Indicate important stages of construction for each major portion of the Work, including testing and installation.

## **DAILY CONSTRUCTION REPORTS**

Prepare a daily construction report, recording the following information concerning events at the site; and submit duplicate copies to the Engineer at weekly intervals:

- List of subcontractors at the site.
- Approximate count of personnel at the site.
- High and low temperatures, general weather conditions.
- Accidents and unusual events.
- Meetings and significant decisions.
- Stoppages, delays, shortages, losses.
- Equipment or system tests and start-ups.
- Substantial Completions authorized.

## **SHOP DRAWINGS**

Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered Shop Drawings.

Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:

- Dimensions.
- Identification of products and materials included.
- Compliance with specified standards.
- Notation of coordination requirements.
- Notation of dimensions established by field measurement.

Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2" x 11" but no larger than 36" x 48".

Initial Submittal: Submit one correctable translucent reproducible print and three blue- or black-line prints for the Engineer's review; the reproducible print will be returned.

Final Submittal: Submit 3 blue- or black-line prints; submit 5 prints where required for maintenance manuals. 2 prints will be retained; the remainder will be returned.

One of the prints returned shall be marked-up and maintained as a "Record Document".

Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.

Coordination drawings are a special type of Shop Drawing that show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or function as intended.

Preparation of coordination Drawings is specified in section "Project Coordination" and may include components previously shown in detail on Shop Drawings or Product Data.

Submit coordination Drawings for integration of different construction elements. Show sequences and relationships of separate components to avoid conflicts in use of space.

## **PRODUCT DATA**

Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves. Where Product data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings".

Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:

- Manufacturer's printed recommendations.
- Compliance with recognized trade association standards.
- Compliance with recognized testing agency standards.
- Notation of dimensions verified by field measurements.
- Notation of coordination requirements.

Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

Preliminary Submittal: Submit a preliminary single copy of Product Data where selection of options is required.

Submittals: Submit 4 copies of each required submittal; submit 8 copies where required for maintenance manuals. The Engineer will retain one, and will return the others marked with action taken and corrections or modifications required.

Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.

Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.

Do not proceed with installation until an applicable copy of Product Data applicable is in the installer's possession.

Do not permit use of unmarked copies of Product Data in connection with construction.

## **SAMPLES**

Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture and pattern.

Mount, display, or package Samples in the manner specified to facilitate review of qualities indicated. Prepare Samples to match the Engineer's Sample. Include the following:

- Generic description of the Sample.
- Sample Source.
- Product name or name Manufacturer.
- Compliance with recognized standards.
- Availability and delivery time.

Submit Samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.

Where variation in color, pattern, texture or other characteristics are inherent in the material or product represented, submit multiple units (not less than 3), that show approximate limits of the variations.

Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation and similar construction characteristics.

**Preliminary Submittals:** Where Samples are for selection of color, pattern, texture or similar characteristics from a range of standard choices, submit a full set of choices for the material or product.

Preliminary submittals will be reviewed and returned with the Engineer's mark indicating selection and other action.

**Submittals:** Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation similar characteristics, submit 3 sets; one will be returned marked with the action taken.

Maintain sets of Samples, as returned, at the Project site, for quality comparisons throughout the course of construction.

Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.

Sample sets may be used to obtain final acceptance of the construction associated with each set.

Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work. Show distribution on transmittal forms.

Field Samples specified in individual Sections are special types of Samples. Field Samples are full-size examples erected on site to illustrate finishes, coatings, or finish materials and to establish the standard by which the Work will be judged.

Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

## ENGINEER'S ACTION

Except for submittals for record, information or similar purposes, where action and return is required or requested, the Engineer will review each submittal, mark to indicate action taken, and return promptly.

Compliance with specified characteristics is the Contractor's responsibility.

Action Stamp: The Engineer will stamp each submittal with a uniform self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:

Final Unrestricted Release: Where submittals are marked "No Exceptions Taken," that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents.

Final Unrestricted Release: Where submittals are marked "Make Corrections Noted," that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance with the corrections as noted.

Returned for Re-submittal: When submittal is marked "Amend & Resubmit", do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, deliver, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.

Returned for Re-submittal: When submittal is marked "Rejected – See Remarks", do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, deliver, or other activity. This item has been rejected you must contact Engineer.

Do not permit submittals marked "Amend & Resubmit or Rejected" to be used at the Project site, or elsewhere where Work is in progress.

**PART 2 – PRODUCTS** (Not Applicable)

**PART 3 – EXECUTION** (Not Applicable)

**END OF SECTION 01300**

## **SECTION 01631 – PRODUCTS, WARRANTIES AND SUBSTITUTIONS**

### **PART 1 – GENERAL**

#### **RELATED DOCUMENTS:**

Drawings and General Provisions of Contract, including General and Supplementary Conditions and other Division – 1 Specifications sections, apply to work of this section.

#### **DESCRIPTION OF REQUIREMENTS:**

**Definitions:** “Products” is defined to include purchased items for incorporation into the work, regardless of whether specifically purchased for project or taken from Contractor’s stock of previously purchased products. “Materials” is defined as products which must be substantially cut, shaped, worked, mixed, finished, refined or otherwise fabricated, processed, installed or applied to form units of work. “Equipment” is defined as products with operational parts, regardless of whether motorized or manually operated, and particularly including products with service connections (wiring, piping, etc.). Definitions in this paragraph are not intended to negate the meaning of other terms used in Contract Documents, including “specialties,” “systems,” “structure,” “finishes,” “accessories,” “furnishings,” “special construction,” and similar terms, which are self-explanatory and have recognized meanings in the construction industry.

**Substitutions:** The requirements for substitutions do not apply to specified Contractor options on products and construction methods. Revisions to Contract Documents, where requested by Owner or Engineer are “changes” not “substitutions.” Requested substitutions during bidding period, which have been accepted prior to Contract Date, are included in Contract Documents and are not subject to requirements for substitutions as specified herein. Contractor’s determination of and compliance with governing regulations and orders issued by governing authorities do not constitute “substitutions,” and do not constitute a basis for change orders, except as provided for in contract Documents. Otherwise, Contractor’s request for changes in products, materials and methods of construction required by Contract Documents are considered requests for “substitutions,” and are subject to requirements hereof.

**Standards:** Refer to Division - 1 section “Definitions and Standards” for applicability of industry standards to products of project and for acronyms used in test of specification sections.

#### **QUALITY ASSURANCE:**

**Source Limitations:** To the greatest extent possible, provide products, materials and equipment of a singular generic kind and from a single source.

Compatibility of Options: Where more than one choice is available as options for Contractor's selection of a product of material, select an option, which is compatible with other products and materials already selected (which may have been from among options for those other products and materials). Total compatibility among options is not assured by limitations within Contract Documents, but must be provided by Contractor. Compatibility is a basic general requirement of product-material selections.

### **SUBMITTALS:**

Request for Substitutions: Submit 2 copies, fully identified for product or method being replaced by substitution, including related specification section and drawing number (s), and fully documented to show compliance with requirements for substitutions. Include product data/drawings, description of methods, samples where applicable, Contractor's detailed comparison of significant qualities between specified item and proposed substitution, statement of effect on construction time and coordination with other affected work, cost information or proposal, and Contractor's statement to the effect that proposed substitution will result in overall work equal-to-or-better-than work originally indicated.

### **PRODUCT DELIVERY – STORAGE HANDLING:**

General: Deliver, handle and store products in accordance with manufacturer's recommendations and by methods and means, which will prevent damage, deterioration, and loss including theft. Control delivery schedules to minimize long term, storage of products at site and over crowding of construction spaces. In particular, provide delivery/installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other sources of loss.

### **WARRANTIES (GUARANTEES):**

Categories of Specific Warranties: Warranties on the owner are in several categories, including those of General Conditions, and including (but not necessarily limited to) the following specific categories related to individual units of work specified in sections of Divisions 2 through 16 of these specifications:

Special Project Warranty (Guarantee): A warranty specifically written and signed by Contractor for a defined portion of the work; and, where required, countersigned by subcontractor, installer, manufacturer or other entity engaged by Contractor.

Specified Product Warranty: A warranty which is required by Contract Documents, to be provided for a manufactured product incorporated into the work; regardless of whether manufacturer has published warranty without regard for specific incorporation of product into the Work or has written and executed warranty as a direct result of Contract Document requirements.

Coincidental Product Warranty: A warranty which is not specifically required by Contract Documents (other than as specified in this Section); but which is available on a product incorporated into the work, by virtue of the fact that manufacturer or product has published warranty in connection with purchases and uses of product

without regard for specific applications except as otherwise limited by terms of warranty.

Refer to individual sections or Divisions - 2 through 16 for the determination of units of work, which are required to be specifically or individually warranted, and for the specific requirements and terms of those warranties (or guarantees).

General Limitations: It is recognized that specific warranties are intended primarily to protect Owner against failure of the work to perform as required, and against deficient, defective and faulty materials and workmanship, regardless of sources. Except as otherwise indicated, specific warranties do not cover failures in the work which result from: 1) Unusual and abnormal phenomena of the elements, 2) The Owner's misuse, maltreatment or improper maintenance of the work, 3) Vandalism after time of substantial completion, or 4) Insurrection or acts of aggression including war.

Related Damages and Losses: In connection with Contractor's correction of warranted work which has failed, remove and replace other work of project which has been damaged as a result of such failure, or must be removed and replaced to provide access for correction of warranted work.

Consequential Damages: Except as otherwise indicated or required by governing regulations, special project warranties and product warranties are not extended to cover damage to building contents (other than work of Contract) which occurs as a result of failure of warranted work.

Reinstatement of Warranty Period: Except as otherwise indicated, when work covered by a special project warranty or product warranty has failed and has been corrected by replacement or restoration, reinstate warranty by written endorsement for the following time period, starting on date of acceptance of replaced or restored work.

A period of time ending upon date original warranty would have expired if there had been no failure, but not less than half of original warranty period of time.

Replacement Cost, Obligations: Except as otherwise indicated, costs of replacing or restoring failing warranted units or products is Contractor's obligation, without regard for whether Owner has already benefited from use through a portion of anticipated useful service lives.

Rejection of Warranties: Owner reserves the right, at time of substantial completion or thereafter, to reject coincidental product warranties submitted by Contractor, which in opinion of Owner tend to detract from or confuse interpretation of requirements of Contract Documents.

Contractor's Procurement Obligations: Do not purchase, subcontract for, or allow others to purchase or sub-subcontract for materials or units of work for project where a special project warranty, specified product warranty, certification or similar commitment is required, until it has been determined that entities required to countersign such commitments are willing to do so.

Specific Warranty Forms: Where a special project warranty (Guarantee) or Specified product warranty is required, prepare a written document to contain terms and appropriate

identification, ready for execution by required parties. Submit draft to Owner (through Engineer) for approval prior to final executions.

## **PART 2 – PRODUCTS**

### **GENERAL PRODUCT COMPLIANCES:**

General: The compliance requirements, for individual products as indicated in Contract Documents, are multiple in nature and may include generic, descriptive, proprietary, performance, prescriptive, compliance with standards, compliance with codes, conformance with graphic details and other similar forms and methods of indicating requirements, all of which must be complied with. Also "allowances" and similar provisions of Contract Documents will have a bearing on selection process.

Procedures for Selecting Products: Contractor's options for selecting products are limited by Contract Document requirements, and governing regulations, and are not controlled by industry traditions or procedures experienced by Contractor on previous construction projects. Required procedures include, but are not necessarily limited to, the following for various indicated methods of specifying:

Single Product/Manufacturer Name: Provide product indicated, except advise Engineer before proceeding, where known that named product is not a feasible or acceptable selection.

Two or More Product/Manufacturer Names: Provide one of the named products, at Contractor's option; but excluding products which do not comply with requirements. Do not provide or offer to provide an unnamed product.

"Or Equal": Where named products in specifications text are accompanied by the term "or equal," or other language of similar effect, comply with those Contract Document provisions concerning "substitutions" for obtaining Engineer's approval (or change order) to provide unnamed product.

"Named": Except as otherwise indicated, is defined to mean manufacturer's name for product, as recorded in published product literature, of latest issue as of date of Contract Documents. Refer requests to use products of a later (or earlier) model to Engineer for acceptance before proceeding.

Standard, Codes and Regulations: Where compliance with an imposed standard, code or regulation is required, selection from among products, which comply with requirements including those standards, codes and regulations, is Contractor's option.

Performance Requirements: Provide products, which comply with specific performances indicated, and which are recommended by manufacturer (in published product literature or by individual certification) for application indicated.

Overall performance of a product is implied where product is specified for specific performances.

Prescriptive Requirements: Provide products which have been produced in accordance with prescriptive requirements, using specified ingredients and components, and complying with specified requirements for mixing, fabricating, curing finishing, testing and similar operations in manufacturing process.

Visual Matching: Where matching of an established sample is required, final judgement of whether a product proposed by Contractor matches sample satisfactorily is Engineer's judgement. Where no product within specified cost category is available, which matches sample satisfactorily and complies with requirements, comply with Contract Document provisions concerning, "substitutions" and "change orders" for selection of a matching product outside established cost category or not complying with requirements.

Visual Selection: Except as otherwise indicated, where specified product requirements include "...as selected from manufacturer's standard colors, patterns, textures..." or words of similar effect, the selection of manufacturer and basic product (complying with requirements) is Contractor's option and subsequent selection of color, pattern and texture is Engineer's selection. Where specified product requirements include "...as industry..." or words to that effect, selection of product (complying with requirements, and within established cost category) is Engineer's selection, including designation of manufacturer where necessary to obtain desired color, pattern or texture.

## **SUBSTITUTIONS:**

Conditions: No substitutions whatever will be allowed after bids are received.

Work-Related Submittals: Contractor's submittal of, and Engineer's acceptance of, shop drawings, product data or samples which indicate work not complying with requirements of Contract Documents, does not constitute an acceptable and valid request for, nor approval of, a substitution.

## **GENERAL PRODUCT REQUIREMENT:**

General: Provide products which comply with requirements, and which are undamaged and unused at time of installation, and which are complete with accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for intended use and effect.

Standard Products: Where available, provide standard products of types which have been produced and used previously and successfully on other projects and in similar applications.

Continued Availability: Where additional amounts of a product, by nature of its application, are likely to be needed by Owner at a later date for maintenance and repair or replacement work, provide a standard, domestically produced product which is likely to be available to Owner at such later date.

Nameplates: Except as otherwise indicated for required approval labels, and operating data, do not permanently attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view either in occupied spaces or on exterior of the work.

Labels: Locate required labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface which, in occupied spaces, is not conspicuous.

Equipment Nameplates: Provide permanent nameplate on each item of service-connected or power operated equipment. Indicate manufacturer, product name, model number, serial number capacity, speed, ratings and similar essential operating data. Locate nameplates on an easily accessed surface, which, in occupied spaces, is not conspicuous.

**PART 3 – EXECUTION** (Not Applicable)

**END OF SECTION 01631**

## **SECTION 01700 – PROJECT CLOSEOUT**

### **PART 1 – GENERAL**

#### **RELATED DOCUMENTS**

Drawings and General Provisions of Contract, including General and Supplementary Sections and other Division – 1 Specifications sections, apply to this section.

#### **SUMMARY:**

This Section specifies administrative and procedural requirements for project closeout, including but not limited to:

Inspection procedures.

Project record document submittal.

Operating and maintenance manual submittal.

Submittal of warranties.

Final Cleaning.

Closeout requirements for specific construction activities are included in the appropriate Sections in Division - 2 through 16.

#### **SUBSTANTIAL COMPLETION:**

Preliminary Procedures: Before, requesting inspection, for certification of Substantial Completion; complete the following. List exceptions in the request.

In the application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and a statement, showing an accounting of changes to the Contract Sum.

If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.

Advise Owner of pending insurance change-over requirements.

Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.

Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.

Submit record drawings, maintenance manuals, final project photographs, damage, or settlement survey, property survey, and similar final record information.

Deliver tools, spare parts, extra stock, and similar items.

Make final change-over of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of change-over in security provisions.

Complete start-up testing of systems, and instruction of the Owner's operating and maintenance personnel. Discontinue or change-over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.

Complete final clean up requirements, including touch-up painting.

Touch-up and otherwise repair and restore marred exposed finishes.

Inspection Procedures: On receipt of a request for inspection, the Engineer will either proceed with inspection or advise the Contractor of unfilled requirements. The Engineer will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.

The Engineer will repeat inspection when requested and assured that the Work has been substantially completed.

Results of the completed inspection will form the basis (Punch List) of requirements for final acceptance.

#### FINAL ACCEPTANCE:

Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.

- Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
- Submit an updated final statement, accounting for final additional changes to the Contract Sum.
- Submit a certified copy of the Engineer's final inspection list (Punch List) of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Engineer.
- Submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion, or when the Owner took possession of and responsibility for corresponding elements of the Work.
- Submit Affidavit of Payments of Debts and Claims.
- Submit Release of Liens.
- Submit Consent of Surety, to Final Payment.
- Submit a final liquidated damages settlement statement.
- Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- Submit one-year warranty – see copy of form at the end of this section.

Re-inspection Procedure: The Engineer will re-inspect the Work upon receipt of notice that the Work, including inspection list (Punch List) items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Engineer.

### **RECORD DOCUMENT SUBMITTALS:**

General: Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Engineer's reference during normal working hours.

Record Drawings: Maintain a clean, undamaged set of blue or black line whiteprints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross reference at the corresponding location, on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.

Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.

Note related Change Order numbers where applicable.

Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable-titles, dates and other identification on the cover of each set.

Record Specifications: Maintain one complete copy of the Project Manual including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawing information and Product Data.

Upon completion, of the Work submit record Specifications to the engineer for the Owner's records.

Record Product Data: Maintain one copy of each Product Data submittal. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site, and from the manufacturer's installation instructions and recommendations. Give particular attention to concealed products and portions of the Work, which cannot otherwise be readily discerned later by direct observation. Note related Change Orders, and mark-up of record Drawings and Specifications.

Upon completion of mark-up, submit complete set of record Product Data to the Engineer for the Owner's records.

Record Sample Submitted: Immediately prior to the date or dates of Substantial Completion, the Contractor will meet at the site with the Engineer and the Owner's personnel to determine which of the submitted samples that have been maintained during progress of the Work are to be transmitted to the Owner for record purposes. Comply with delivery to the Owner's sample storage area.

Maintenance Manuals: Organize operating and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual heavy-duty 2-inch, 3-ring vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Include the following types of information:

- Emergency instructions.
- Spare parts list.
- Copies of warranties.
- Wiring diagrams.
- Recommended "turn around" cycles.
- Inspection procedures.
- Shop Drawings and Product Data.
- Fixture lamping schedule.

## **PART 2 – PRODUCTS** (Not Applicable)

## **PART 3 – EXECUTION**

### **CLOSEOUT PROCEDURES:**

Operating and Maintenance Instructions: Arrange for each installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. If installers are not experienced in procedures, provide instruction by manufacturer's representatives. Include a detailed review of the following items:

- Maintenance manuals.
- Record documents.
- Spare parts and materials.
- Tools.
- Lubricants.
- Fuels.
- Identification systems.
- Control sequences.
- Hazards.
- Cleaning.
- Warranties and bonds.
- Maintenance agreements and similar continuing commitments.

As part of instruction for operating equipment, demonstrate the following procedures:

- Start-up.
- Shutdown.
- Emergency operations.
- Noise and vibration adjustments.
- Safety procedures.
- Economy and efficiency adjustments.
- Effective energy utilization.

### **FINAL CLEANING:**

General: General cleaning during construction is required by the General Conditions and includes the site acceptable to the Owner and Engineer.

Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.

Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.

Remove labels that are not permanent labels.

Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compound and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.

Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances. Restore reflective surfaces to their original reflective condition. Level concrete floors broom clean. Vacuum carpeted surfaces.

Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.

Clean the site, including landscape development areas, of rubbish, litter and other foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even textured surface.

Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.

Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful or dangerous

materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.

**END OF SECTION 01700**

**ONE (1) YEAR GUARANTEE**

**STATE OF LOUISIANA, PARISH OF ASSUMPTION**

FROM: \_\_\_\_\_, CONTRACTOR

TO: \_\_\_\_\_, OWNER

RE: Contract entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
between \_\_\_\_\_ and the Owner for the  
construction of \_\_\_\_\_.

**KNOW ALL MEN BY THESE PRESENT:**

The undersigned hereby certifies that all material and workmanship under the  
above contract for the \_\_\_\_\_  
has been furnished and/or performed in accordance with the terms thereof and that said  
material and workmanship is guaranteed for a period of twelve (12) months from the date  
of Substantial Completion.

In witness whereof, the undersigned has signed and sealed this instrument this  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

SIGNED \_\_\_\_\_

TITLE \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

Personally before me appeared the undersigned, \_\_\_\_\_

who is known to me to be a project manager of the firm of \_\_\_\_\_

\_\_\_\_\_ who after being duly sworn stated on his oath that  
he had read the above statement and that the same is true and correct.

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

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

My Commission expires \_\_\_\_\_.

## **SECTION 02110 – SITE WORK**

### **PART 1 – GENERAL**

#### **RELATED DOCUMENTS:**

Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division – 1 Specifications section, apply to work of this section.

#### **DESCRIPTION OF WORK:**

Extent of site work is shown on drawings.

Site work includes, but is not limited to:

- Clearing and Grubbing/Excavation of trees from outfall
- Disposal of waste materials
- Clean-up
- Removal of Trees within construction foot print.
- Grinding of Stumps and roots.

#### **JOB CONDITIONS:**

Protection of Existing Improvements: Protect improvements on adjoining properties.

Restore damage improvements to their original conditions, as acceptable to parties having jurisdiction.

Protection of Existing Site, Trees and Vegetation: Protection of existing trees and other vegetation indicated to remain in place, against unnecessary cutting, breaking or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line. Provide temporary guards to protect trees and vegetation to be left standing.

Contractor shall protect existing levee system and embankments and shall repair if damaged.

Water trees and other vegetation to remain within limits of contract work as required to maintain their health during course of construction operations.

Provide protection for roots over 1-1/2" diameter cut during construction operations. Coat cut faces with emulsified asphalt, or other acceptable coating, formulated for use on damaged plant tissue. Temporarily cover exposed roots with wet burlap to prevent roots from drying out; cover with earth as soon as possible.

Reference Points: Protect and maintain benchmarks, monuments, and reference points. Replace as directed by the Engineer if disturbed or destroyed. Repair or replace trees and vegetation indicated to remain, which are damaged by construction operations, in a manner acceptable to Engineer.

## **PART 2 – PRODUCTS (NOT APPLICABLE)**

## **PART 3 – EXECUTION**

### **CLEARING AND GRUBBING/REMOVAL OF TREES AND DEBRIS FROM OUTFALL:**

**General:** Remove vegetation, improvements, or other obstructions interfering with installation of new construction. Remove such items elsewhere on site or premises as specifically indicated. Removal includes digging out stumps and roots. Excavate and remove trees and stumps from within outfall and haul to approved site. Excavate to canal hard bottom also removing silt and debris.

**Topsoil:** Topsoil is defined as friable clay loam surface soil found in a depth of not less than 4". Satisfactory topsoil is reasonably free of subsoil, clay lumps, stones, and other objects over 2" in diameter, and without weeds, roots, and other objectionable material.

**Strip Topsoil:** To whatever depths encountered in a manner to prevent intermingling with underlying subsoil or other underlying subsoil or other objectionable material.

Remove heavy growths of grass from areas before stripping.

Where trees are indicated to be left standing, stop topsoil stripping a sufficient distance to prevent damage to main root system.

**Stockpile Topsoil:** In storage piles in areas shown, or where directed. Construct storage piles to freely drain surface water. Cover storage piles if required to prevent wind-blown dust. Use topsoil for topping off final finish grading.

Use only hand methods for grubbing inside drip lines of trees indicated to be left standing.

**Fill depressions** caused by clearing and grubbing operations with satisfactory soil material. Unless further excavation or earthwork is indicated.

Place fill material in horizontal layers not exceeding 6" loose depth, and thoroughly compact to a density equal to adjacent original ground.

### **DISPOSAL OF WASTE MATERIALS:**

All debris shall be hauled off and disposed of in a lawful manner. No burning of trash will be permitted on the site except in area designated on Plans and coordinated with the Owner. Vegetation shall be hauled to approved site.

**Removal from Owner's Property:** Remove waste materials and unsuitable and excess soil from Owner's property and dispose of off site.

### **CLEAN-UP:**

Before final inspection and acceptance the Contractor shall remove all debris from the site, restore any disturbed areas and leave the site with a neat and orderly appearance. All ruts shall be filled and compacted with a select fill material. Any damaged areas shall be

restored to pre-construction condition. Contractor shall grade and dress site surrounding slab upon completion of work.

**END OF SECTION 02110**

## **SECTION 02120 – CLEANING**

### **PART 1 – GENERAL**

#### **RELATED DOCUMENTS:**

Drawings and General Provisions of Contract, including General and Supplementary Conditions and other Division – 1 Specification sections, apply to work of this section.

#### **DESCRIPTION OF WORK:**

Cleaning shall include daily “policing” of the work and surrounding areas to clear general debris, waste paper, painting materials, metal and other objectionable material along with the final cleanup of the site required for project acceptance.

Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

### **PART 2 – PRODUCTS (Not Applicable)**

### **PART 3 – EXECUTION**

#### **DAILY CLEANING:**

Execute daily cleaning to keep the work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris resulting from construction operations.

Provide onsite containers for the collection of waste materials, debris and rubbish. All materials including containers, food debris and other miscellaneous materials must be disposed of in onsite containers.

Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

No burning of debris will be allowed onsite unless authorized by the Owner and confined to designated areas.

#### **FINAL CLEANING:**

Employ skilled workmen for final cleaning.

Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.

Broom clean exterior surfaces; rake clean other surfaces of the grounds.

Grade and dress smooth surrounding grounds free of ruts upon completion.

Prior to final completion or Owner occupancy, the Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas to verify that the entire work is clean and acceptable.

**COMPLIANCE:**

Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.

**END OF SECTION 02120**

## **SECTION 02140 – PROPERTY PROTECTION**

### **PART 1 – GENERAL**

#### **RELATED DOCUMENTS:**

Drawings and General Provisions of Contract, including General and Supplementary Conditions and other Division –1 Specification sections, apply to work of this section.

#### **DESCRIPTION OF WORK:**

Contractor shall take all necessary precautions to protect adjacent property from damage. Any damage caused by the construction and / or equipment shall be repaired or replaced at the Contractor's expense.

#### **PART 2 – PRODUCTS (Not Applicable)**

#### **PART 3 – EXECUTION**

##### **PROPERTY PROTECTION:**

Contractor shall protect surrounding property during removal and installation of roof system as required. Contractor shall not damage grounds with trucks or equipment and shall provide necessary protection to prevent damage.

##### **EQUIPMENT PROTECTION:**

The Contractor shall be responsible for the removal and reinstallation of all electrical conduit, piping and other attachments where necessary for the removal and replacement of the pumps and motors and lowering of deck.

The Contractor will cover all electrical panels, pumps, and other attachments to protect against falling debris.

The Contractor shall be liable and carry the required insurance to cover any such damage.

##### **EQUIPMENT SAFETY:**

The Contractor shall have the proper equipment, scaffolds, safety belts, cable chains, etc. to guard against all hazardous working conditions. No working personnel shall be allowed to work without the OSHA required safety devices. No equipment or materials shall be left in the upper elevated areas unsecured.

**CONTAMINATION PROTECTION:**

Precautions shall be taken to prevent any possible contamination of the environment by the construction operations. Any such contamination remediation shall be the responsibility of the Contractor.

**REMOVAL OF PROTECTION:**

Remove temporary protection and facilities installed for protection of the Work during construction.

Any damages caused by removal of such facilities shall be repaired in accordance with manufacturer's recommendations such as not to void warranty.

**END OF SECTION 02140**

## **SECTION 02200 – EXCAVATION, FILLING AND GRADING**

### **PART 1 – GENERAL**

Provide all materials and equipment required for site clearing, excavation and back-fill and site grading specifically required or implied by Contract Documents.

Examine and investigate the building site prior to bid to become fully informed of conditions and problems to be encountered during the Work. No allowance will be made for conditions encountered during construction, which were identifiable in nature prior to starting the Work. Wooden mats, if required, shall be set-in-place prior to equipment or truck operation on site to protect the existing levee and construction site.

### **PART 2 – PRODUCTS**

#### **Fill Beneath Earth Supported Slabs and Foundations:**

All fill beneath earth supported slabs and foundations shall be clean "river sand" with less than 10% by weight passing the No. 200 sieve and a Plasticity Index of 10 or less or shall be a silty clay with a Plasticity Index of 20 or less. Fill shall be completely free of debris, organic matter and chlorides. This material shall be placed in 6-inch thick loose layers and each layer shall be compacted to 95% of its maximum dry density as obtained by the Standard Proctor Test (ASTM D698). Each layer shall be compacted prior to placing the succeeding layer. Fill shall be placed at a moisture content within  $\pm$  3% of the optimum Proctor Moisture.

#### **Fill Beneath Paving (Drives, Parking & Sidewalks):**

All fill beneath paving shall be clean "river sand" with less than 10% by weight passing the No. 200 sieve and a Plasticity Index of 15 or less or shall be a silty clay with a Plasticity Index of 20 or less. Fill shall be completely free of debris, organic matter and chlorides. This material shall be placed in 6-inch thick loose layers and each layer shall be compacted to 95% of its maximum dry density as obtained by the Standard Proctor Test (ASTM D698). Each layer shall be compacted prior to placing the succeeding layer. Fill shall be placed at a moisture content within  $\pm$  3% of the optimum Proctor Moisture.

#### **Geo-synthetic Fabric Filter Cloth:**

The Geo-synthetic Fabric Filter Cloth shall be NTPEP Approved GTX-2019-01-294 US 100NW is non-woven needle punched geotextile made of 100% polypropylene staple filaments US. 100 NW, resist ultraviolet and biological deterioration, rotting, naturally encountered basics and acids. Polypropylene is staple within a PH Range of 2 to 13. The weight shall be 4 oz./y<sup>2</sup> according to ASTM D-5261 and tensile strength of 100 lbs. according to ASTM D-4632. In addition, the flow opening size shall be 70 US. Sieve according to ASTM D4751 and a water flow rate of 140 g/min/ft<sup>2</sup> according to ASTM D-4491.

### **Limestone:**

The limestone for parking areas, bedding, maintenance or base work shall be 610 limestone aggregate per ASTM Specifications and shall be spread and compacted in accordance with Section 401 of the Louisiana Department of Transportation and Development Specifications. The material shall be spread uniformly and graded to the thickness and widths as shown on the Construction Plans. The thickness shown on the plans are loose vehicle measurements (L.V.M.) compaction will be completed by use of a light roller or rubber tire vehicle.

### **Concrete Rap or Limestone Erosion Control :**

Rip rap shall be in accordance with Section 711 LADOTD Standard Specifications for Roads and Bridges as last revised. Rip rap shall be recycled concrete or stone in accordance with Table 711.2.010-1, 55 lbs or greater and shall be installed in a manner to prevent erosion of embankments, culvert discharge or levees.

### **Site Drainage:**

Grade and cut trenches on the site as required to assure drainage away from the work area of any free water which collects during the earthwork operations. Use pumps if necessary.

Clear the site of all obstructions to the Work, including aboveground and underground utilities.

### **Existing Utilities:**

Locate all existing underground utilities in areas of excavation work. If utilities are to remain in place, provide adequate support and protection during earthwork operations.

If uncharted, or incorrectly charted utilities are encountered, contact utility owner immediately before proceeding.

Do not interrupt existing utility services without prior notice to the Owner and to the respective utility authorities. All temporary interruption of utility services must be coordinated with utility companies.

### **Protection of Public:**

Barricade all open excavations and post with warning lights.

### **Subgrade Preparation Beneath Earth Supported Slabs:**

In the area where fill is to be placed remove all surface vegetation and loose topsoil and all organic materials such as grass, roots, tree stumps, etc. If necessary, disc the subgrade and allow to dry (or add water) as required to obtain optimum moisture content in the top 6-inch layer.

After completing the above preparation, proof roll the entire area, which receives, fill with a 48-inch diameter sheep's foot roller filled with sand and water. Any soft spots or stump holes shall be mucked out and backfilled with the approved fill above specified. Soft spots and holes, which have been refilled, shall be compacted to 90% of Standard Proctor Density before any new fill is placed.

Compact the prepared subgrade to 90% of Standard Proctor Density before any new fill is placed.

No fill shall be placed until the subgrade has been certified as complying with these specifications.

**Excavation:**

Excavation shall be made to the dimensions and elevations shown on the Drawings. Dimensions may be increased only the minimum required for tolerances of machine excavation or for the placement of edge forms.

Bottoms of excavations shall be level, free from loose material and brought to the required elevations in undisturbed earth or compacted fill.

If unsuitable bearing material is encountered at the elevations indicated, the Engineer shall be immediately notified.

Excavation beneath subsurface drainage outfall canals and beneath pump (sump pit) shall be to canal bottom removing all silt and debris. Excavation beneath subsurface drainage pipes shall be to lines and grades on plans to promote and enhance drainage.

**Backfill:**

Remove all forms and debris from excavation prior to backfilling.

The backfill material and compaction for each excavation shall be identical to the fill used above the excavation.

Excavated material may be used as backfill only if it is certified as meeting these specifications.

**Site Grading:**

Grade all areas where changes of grade are indicated on the Drawings or where stockpiled materials, equipment, etc. has disturbed the original ground surface.

**Tolerances:**

All graded surfaces shall be finished to uniform levels, slopes and texture within the following tolerances:

unpaved areas:	at all points finished surface shall be within plus or minus 0.10 foot of required elevation
beneath exterior pavement:	at all points surface shall be within plus or minus $\frac{1}{2}$ inch of required elevation
beneath culverts:	at all points finished surface shall be within plus or minus 1 inch of required elevation and shall not vary more than 1 inch in any 10 foot length

**Clean Up:**

Remove from the site, all debris resulting from the Work and leave the entire site in neat and clean condition.

All surplus material resulting from excavation and grading operations shall be removed from the site and disposed of in a legal manner.

**END OF SECTION 02200**

## **SECTION 02250 – DRAINAGE CULVERTS AND PIPING**

### **PART 1 – GENERAL**

#### **RELATED DOCUMENTS:**

Drawings and General Provision of Contract, including General and Supplementary Conditions and Division –1 Specifications sections, apply to work of this section. Section 02200 Excavation, Filling and Grading.

#### **DESCRIPTION OF WORK:**

Extent of drainage culvert work is indicated on drawings and schedule, and by requirements of this section.

Refer to Section 02200 Excavation, Filling and Grading for excavation and backfill required for drainage culvert work; not work of this section.

Refer to Division 3 for concrete work required for drainage culvert work.

#### **QUALITY ASSURANCE:**

Manufacturer's Qualifications: Firms regularly engaged in the manufacture of storm sewage system's products of types, materials and sizes service for not less than 5 years.

Installer's Qualifications: Firm with at least 3 years of successful installation experience on projects with storm sewage work similar to that required for project.

#### **Codes and Standards:**

Plumbing Code Compliance: Comply with applicable portions of National Standard Plumbing Code pertaining to selection and installation of storm sewage system's materials and products.

Environmental Compliance: Comply with applicable portions of local Environmental Agency regulations pertaining to storm sewage systems.

Product Data: Submit Manufacturer's technical product data and installation instructions for storm sewage system materials and products.

### **PART 2 – PRODUCTS**

#### **PIPES AND PIPE FITTINGS:**

General: Provide pipes of one of the following materials, of weight / class indicated.

Provide pipe fittings and accessories of same material and weight / class as pipes.

Coated Steel Pipe: Shall be primed and coated A36 Steel minimum Schedule 80 ASTM A-120. All welds ground smooth and coated.

Concrete Pipe shall be reinforced Class III as per ASTM C76-57T. All applicable articles and paragraphs under Storm Sewers, Georgia DOT Specifications, shall apply.

Bituminous Coated Corrugated Metal Pipe: Corrugated metal pipe to be fully bituminous coated. Pipe to be as per AASHO M218, M36 and M190. Bituminous materials to be a minimum of 0.05" thick for coating. Pipe gauge to be as follows: Up to 30" – 14 gauge; 36" and up – 12 gauge. All applicable articles and paragraphs under Storm Sewers, Georgia DOT Specifications, shall apply.

Corrugated Polyethylene Duo wall Culverts: PE Pipe to be A-2000 Corrugated Polyethylene Culvert Pipe (Double Wall) shall comply with AASHTO M 294, Type S and the minimum cell classification shall be 335420C in accordance with ASTM D 3350, all in accordance with the Louisiana Standard Specification for Roads and Bridges as last revised.

Pre-Fabricated Concrete Catch Basins: The concrete drainage catch basins shall be prefabricated basins with cast-iron grates. The basins shall have precut inlets for pipe installation. The basins shall be preformed 4000 psi concrete with steel reinforcement. Alternate job site constructed basins may be installed with prior design approval by Project Consulting Engineer.

Flap-Valve: The fabricated flap valve shall be mounted to pipe and headwall as shown on plans and installed and fastened to headwall per manufacturer recommendations. The valve shall be a one-way flow dual-hinged constructed of stainless steel with a durable coated finish. Flap valves do not come with a gasket and are not watertight. The valve shall be constructed with a strap collar that clamps on the type pipe for a secure installation. The valve shall be a Mueller, Waterman or an approved equal.

Sluice Gate with Turn Wheel: The sluice Gate shall be a single blade in a frame designed to be attached to a large culvert actuated with a turn-screw for closing and lifting. The turn-screw actuator shall include a large turn wheel. The purpose of the valve is to control flooding by reducing flow through a culvert. The gate and frame shall be constructed of stainless steel and fitted for ease of movement when operated under pressure force. The sluice gate shall be fabricated to attach the proposed culvert and headwall. The sluice gate shall be Mueller, Waterman or an approved equal.

## **PART 3 – EXECUTION**

### **INSTALLATION OF PIPE AND PIPE FITTINGS:**

General: Install piping in accordance with the lines and grades as shown on the Construction Plans.

### **BACKFILLING:**

General: Conduct backfill operations of open-cut trenches closely following, laying, jointing and bedding of pipe, and after initial inspection and testing are completed. Compact the backfill material to within 95 percent of the maximum density of the surrounding existing site material.

**END OF SECTION 02250**

## **SECTION 02513 - ASPHALT PAVING**

### **PART 1 – GENERAL**

#### **RELATED DOCUMENTS:**

Section 02110 Sitework  
Section 02200 Excavation, Filling and Grading

#### **DESCRIPTION OF WORK:**

General: The Contractor shall furnish all labor, equipment, materials, etc. to bring the designated projects to a satisfactory completion in a workmanlike manner. The Contractor shall pave and apply the asphalt with self-propelled paving equipment with heated screed. Two courses a base course and a wearing course shall be applied on a prepared limestone foundation and shall conform with the requirements established by the latest Louisiana Department of Highways "Standard Specifications for Roads and Bridges" or any revisions thereto.

### **PART 2 – PRODUCTS:**

#### Tack Coat:

General: This item shall consist of application of bitumen tack coat. The material and construction methods shall conform to the requirements of the Louisiana State Department of Transportation Standards for Road and Bridge Construction as last revised: (Section 504).

Material: Asphalt tack coat shall meet the requirements of AASHTO standard specifications for RC-70, material or RC-250 or emulsified asphalt, Grade SS-1H, SS-1, CMS-2, or CSS-1H as the Contractor elects.

#### Plant Mix Asphaltic Binder and Wearing Course:

General: This item shall consist of base and wearing surface, constructed of Asphaltic concrete on a prepared subbase in accordance with the Plans and Specifications and conform to the Louisiana Department of Highways Standard Specifications.

Materials: The materials shall comply with those set forth for Type 3 Asphaltic Concrete only as designated in the latest edition of the Louisiana State Department of Highways Standard Specifications Road and Bridge Construction Sections 501 thru 507. The asphaltic cement shall meet the requirements of AASHTO Specification M-20. Penetration grade of 85-100 or see revised penetration grade that complies with State Specifications. Use AC-30 and comply with schedule No. 1 of State Specifications.

Job-Mix Formula: The Marshall method of testing will be used in establishing the job mix formula and for control testing throughout the work. Compaction of the test specimen shall be done with seventy-five (75) blows on both the bottom and top of the specimens. Stability shall be not less than twelve hundred (1200) and flow shall be a maximum of sixteen (16). The density of field samples shall be not less than ninety-five percent (95%) of the Marshall Laboratory compacted mixture composed of the same materials in like proportion.

### **PART 3 - EXECUTION**

Tack Coat Application: The base to be treated shall be thoroughly compacted true to line, grade and cross section as shown on the accepted drawing and swept or otherwise cleaned of all dust, mud, and foreign material.

The bitumen shall be applied with a power distributor at a temperature between 100 degrees Fahrenheit and 150 degrees Fahrenheit.

The tack coat shall be applied at a rate not to exceed 0.05 gallons per square yard. Traffic shall not be permitted on the tacked base until the bitumen has penetrated, dried and will not pick up under traffic.

Asphalt Paving: The thickness for the base course and the wearing course shall be each a single layer for a depth of 1½ inches in accordance with the sections shown on the Construction Plans. This requirement shall be checked by cores supplied and borne by the Contractor's testing laboratory (EST. 2 per lot) and where a deficiency of more than ¼ inch exists, the Contractor shall be required to correct the deficiency, either by replacing the full thickness or overlaying the area to the satisfaction of the Engineer.

Testing: All required tests on materials shall be the responsibility of the Owner and the test results furnished to the Engineer at the time of delivery to the jobsite. All asphalt mixes shall be approved by the Project Engineer prior to paving. Contractor shall have a State approved testing lab technician at the mix plant during all paving operations. The lab technician shall approve and submit in writing as proof that the approved mix is being supplied for these paving operations. The Contractor upon completion of paving operations shall have cores taken by a State approved testing lab, 2 each per lot. The testing lab shall test for composite mix and thickness and certify in writing the results to the Project Engineer. Core samples shall meet State DOTD requirements.

**END OF SECTION 02513**

## **SECTION 03010 – CONCRETE FORMWORK**

### **PART 1 – GENERAL**

Provide all materials, labor, equipment and incidental services for the installation of all forms for structural concrete.

The design and engineering of formwork, as well as its construction shall be the responsibility of the Contractor. All formwork shall comply with the American Concrete Institute (ACI) Standard "Recommended Practice for Concrete Formwork" (ACI-347).

Forms shall have sufficient strength to withstand all forces resulting from placement and vibration to the concrete and shall have sufficient rigidity to maintain specified tolerances.

### **PART 2 – PRODUCTS**

Earth cuts may be used as forms for footings and grade beams if the surfaces can be held true to line and grade. Earth cut forming may not be used on concrete surfaces to be exposed. If a previously acceptable earth cut form is ruined by rain, sloughing or other such phenomenon, the Contractor shall remove reinforcing steel, re-excavate and provide form materials as required to meet specified tolerances.

All lumber and plywood shall be sound and undamaged and shall conform to requirements of ACI Special Publication No. 4, Formwork for Concrete.

For exposed concrete surfaces, use form liners or special coatings to prevent wood grain marks on the concrete surface.

### **PART 3 – EXECUTION**

Construct all formwork so as to insure that the concrete surfaces will remain smooth and undefected.

Variation in cross-sectional dimensions of beams and in thickness of slabs and walls.....  
plus  $\frac{1}{2}$  inch; minus  $\frac{1}{4}$  inch.

Forms shall not allow leakage of cement paste.

Form coatings to prevent bond with concrete shall be applied before reinforcing is placed. Coating material shall not be allowed to stand in puddles within the forms; nor be allowed to contact concrete against which fresh concrete is to be placed.

### **Accessories and Inserts:**

Form accessories to be wholly or partially embedded in the concrete, such as ties and hangers, shall be a commercially manufactured type and shall break off not less than one inch within the concrete surface.

All inserts necessary for connecting work shall be securely fastened in proper position before concrete placement begins.

**Form Removal:**

All structural members shall be adequately shored until control cylinder tests indicate the concrete has reached its specified 28-day compressive strength.

Side forms for grade beams may be removed 24 hours after concrete is placed.

When side forms are removed within 48 hours of pour, these formed surfaces shall be cured by damp mats or curing compounds as herein specified.

Immediately after stripping forms remove all projections and patch surface defects with a mortar paste of same proportions as concrete. Defects which expose reinforcing steel or which extend over an area greater than 200 square inches shall not be repaired until inspected by Engineer.

**END OF SECTION 03010**

## **SECTION 03011 – REINFORCING STEEL**

### **PART 1 – GENERAL**

Provide all materials, labor, equipment, incidental services and accessories to place all reinforcing steel included in the Contract.

Comply with requirements of the following codes and standards, except as herein modified (latest editions):

American Concrete Institute, ACI 318 "Building Code Requirements for Reinforced Concrete."

American Welding Society, AWS D12.1, "Reinforcing Steel Welding Code."

American Concrete Institute, ACI 315 "Manual of Standard Practice for Detailing Reinforced Concrete Structures."

Concrete Reinforcing Steel Institute, "Recommended Practice for Placing Reinforcing Bars."

Concrete Reinforcing Steel Institute, "Manual of Standard Practice."

Submit to the Engineer for review, two prints and one sepia of all Shop Drawings showing the fabrication and placing of reinforcing steel and accessories. Before submittal to the Engineer, all Shop Drawings shall be checked by the Contractor and shall be signed to certify that this has been done. The Engineer will review these Drawings and return the sepia to the Contractor with marks thereon indicating any exceptions taken to the content of these Drawings. Review of Shop Drawings shall be only for general conformance with design concept of the Project and for general compliance with information given in the Contract Documents. Review of the Shop Drawings shall not be construed as approval of quantities and dimensions, of fabricating process, of construction techniques or of approval of any variance from the intent of the Contract Documents.

Reinforcement shall be stored on the site to prevent damage. Provide adequate blocking to prevent bars from contacting the ground. Any mud on bars shall be removed and bar brushed clean before placing bar in form.

### **PART 2 – PRODUCTS**

Reinforcing bars including those in footings shall conform to American Society for Testing Materials (ASTM) Specification A615 Grade 60 including Supplementary Requirements S1. Reinforcing bars, which are welded to inserts, such as angles and plates, shall conform to ASTM A615 Grade 40 including Supplementary Requirements S1.

All welded wire fabric reinforcing (or so-called "mesh") shall conform to ASTM A185.

## **PART 3 – EXECUTION**

### **Detailing and Placing Reinforcement:**

Details of reinforcement, steel supports and accessories shall be in accordance with the "Manual of Standard Practice for Detailing Reinforced Concrete Structures" (ACI 315).

All supporting legs of chairs and accessories with contact work for exposed concrete surfaces shall be the "no-rust" type. Use Plasticchair by Sylgab Steel and Wire Corporation or Stainless Steel Supports by Dayton Sure Grip and Shore Company or an approved substitute. Submit samples to the Engineer for approval before ordering these items. Chairs of this type shall also be used as required to maintain horizontal clearance between reinforcing and sides of beam forms.

Do not splice reinforcement at points of maximum stress. Stagger splices in adjacent bars. Overlap mesh 8 inches minimum at all splices.

Support reinforcement sufficiently to prevent its moving out of specified tolerances due to laborers walking over it during concrete placement.

Do not weld or tack crossing bars for assembly of reinforcement.

All welding of reinforcement anchors to inserts shall conform to the Reinforcing Steel Welding Code (AWS D12.1).

Welded wire fabric shall be placed with an overlap of one mesh plus two inches.

Reinforcing rods may be shifted a maximum of 6 inches from original position to accommodate slab openings. Otherwise, rods shall be cut at openings and replacement rods shall be added on each side of the opening. These replacement rods shall splice the cut rods with laps of 36 diameters.

### **Minimum Reinforcement:**

Provide 90 degree corner bars at all corners and intersections of footings, foundation walls with bars the same size and number as horizontal reinforcing, unless otherwise noted on the drawings.

Provide additional supplemental reinforcing steel in the structure if required to accommodate the Contractor's means, methods and sequence of construction.

Place continuous tempered steel reinforcement in all slabs in conformance to ACI 318 unless heavier reinforcement is noted on the Drawings. Lap all bars thirty diameters and hook at slab edges.

**END OF SECTION 03011**

## **SECTION 03012 – CAST-IN-PLACE CONCRETE**

### **PART 1 – GENERAL**

Provide all materials, labor, equipment and incidental services required to complete all concrete work in the Contract.

Perform all concrete work in accordance with "Building Code Requirements for Reinforced Concrete" (ACI 318) of the American Concrete Institute and in accordance with "Specifications for Structural Concrete" (ACI 301).

All references herein to standards of the American Concrete Institute (ACI) and the American Society for Testing Materials (ASTM) apply to the latest revisions thereof.

Cooperate with the Testing Laboratory in its performance of services pertaining to concrete work as specified elsewhere in these Specifications.

### **PART 2 – PRODUCTS**

Portland Cement shall conform to ASTM Specification C150 Type I.

Aggregates shall conform to ASTM Specification C33. The maximum size of aggregate shall be no larger than one-fifth (1/5) of the narrowest dimension between sides of forms within which the concrete is to be cast nor larger than three-fourths (3/4) of the minimum clear spacing between reinforcing bars, or between reinforcing bars and forms.

Mixing water for concrete shall be fresh, clean and potable. Non-potable water may be used only if it produces mortar cubes having 7 or 28-day strengths equal to the strength of similar cubes made with distilled water when tested in accordance with ASTM Specifications C109.

A water-reducing admixture shall be used. Admixture shall be Pozzolith 300N or 300R by Master Builders in the amount of 3 ounces per sack of cement; or PSI-N or PSI-R by Gifford Hill in the amount of 1.88 ounces per sack of cement; or EUCON-WR by Euclid Chemical Products in the amount of 1.88 ounces per sack of cement; or a similar product approved in advance by the Engineer.

An air-entraining admixture is not required but is acceptable if it conforms to ASTM C260 and is compatible with the required water-reducing admixture. Submit such admixtures for approval by the Engineer prior to use.

If admixtures contain chloride ions, the percent by weight of cement shall be furnished in writing to the Engineer.

In no case shall the sum of chloride ions from all sources exceed 0.15 percent by weight of cement in conventionally reinforced concrete and 0.06 percent in prestressed concrete.

When concrete is placed by pumping a pump aid admixture may be used if it is injected into the dry cement or the fine aggregate at the batch plant. Use Darex Pumping Aid by W. R. Grace & Company or an approved substitute. Apply in strict accordance with manufacturer recommendations. Supply written certification from manufacturer recommendations. Supply written certification from manufacturer that the pumping aid is compatible with other admixtures used in the mix.

All admixtures shall be used in accordance with the manufacturer's instructions.

### **PART 3 – EXECUTION**

#### **Quality of Concrete:**

Ready-mix concrete shall be obtained from a ready-mix supplier approved by the Owner. If required by the Owner, the Contractor shall hire an approved testing laboratory to certify that the proposed Ready-mix Supplier conforms to ASTM C94.

Ready-mixed concrete shall be proportioned mixed and transported in accordance with ASTM C94 "Specifications for Ready-Mix Concrete".

Pumped concrete shall be placed in accordance with "Placing Concrete by Pumping Methods" by ACI Committee 304.

All concrete mixes shall be designed (or verified) by an independent testing laboratory as specified elsewhere in these Specifications.

Concrete shall conform to the following table:

<u>Construction</u>	<u>Type of Concrete</u>	<u>28 Day Compressive Strength</u>	<u>Min. Sacks<sup>2/3</sup> of Cement Per Cu. Yd.</u>	<u>Slumps<sup>1</sup></u>	
				<u>Max.</u>	<u>Min.</u>
All Concrete	Normal Weight	3000 psi	5	4	2
Footings and Column pedestals	Normal Weight	3000 psi	5	4	2
Earth supported slabs and beams on grade	Normal Weight	3000 psi	5	4	2

<u>Construction</u>	<u>Type of Concrete</u>	<u>28 Day Compressive Strength</u>	<u>Min. Sacks<sup>2,3</sup> of Cement Per Cu. Yd.</u>	<u>Slumps<sup>1</sup></u>	
				<u>Max.</u>	<u>Min.</u>
Slabs on metal deck	Normal Weight	3000 psi	5	5	2
Exterior walks & driveways	Normal Weight	3000 psi	5	4	1

<sup>1</sup> May be increased by 1/3 if vibrators are not used.

<sup>2</sup> If the Ready Mix Supplier cannot provide data to the testing lab to establish standard deviation and/or trial batch mix design, then concrete mixes shall conform to the following table:

**MAXIMUM PERMISSIBLE WATER-CEMENT RATIOS AND  
MINIMUM CEMENT CONTENTS FOR CONCRETE  
(WHEN STRENGTH DATA FROM TRIAL BATCHES OR  
FIELD EXPERIENCE IS NOT AVAILABLE)**

Specified compressive strength psi	Minimum sks. cement per cu. yd. concrete	Maximum permissible water-cement ratio			
		Non-air-entrained concrete		Air-entrained concrete	
		Absolute ratio by weight	U.S. gal. per 94-lb. bag of cement	Absolute ratio by weight	U. S. gal. Per 94-lb. bag of cement
3000	5-1/2	0.58	6.6	0.46	5.2

Strengths above 4000 psi shall be designed according to ACI 318.

<sup>3</sup> In no case shall the cement content be less than the above minimum. If a higher cement content is required to meet the specified strength it shall be supplied at no cost to the Owner.

The strength of concrete and its slump shall be verified by tests performed by an independent testing laboratory as specified under CONCRETE TESTING AND QUALITY CONTROL.

Each truck sent from the Ready-mix Plant to the Job site shall have a delivery ticket containing at least the following information:

1. Name of Ready-mix Plant and serial number of ticket.
2. Date and truck number.
3. Name of Job and Contractor.
4. Number of sacks of cement per cubic yard.
5. Amount of concrete.
6. Time of day truck was loaded.

Any truck without a proper ticket shall be rejected.

**Placing Concrete:**

Concrete shall be placed according to the recommendations of ACI Committee 304. Consolidation of concrete shall conform to recommendations of ACI Committee 309. If concrete arrives at the Project with its slump below that suitable for placing, water may be added only if neither the maximum permissible water-cement ratio nor the maximum slump is exceeded. Use additional mixing as required to fully incorporate the added water. Addition of water above that permitted by the specified water-cement ratio must be accompanied by cement of sufficient quantity to maintain the water-cement ratio within specified limits.

No concrete shall be placed until all of the following are accomplished:

1. All reinforcement and other embedded items are securely fastened in proper position and all formwork for the placement is completed.
2. The Engineer or his representative has observed the assembled reinforcing steel and has indicated to the Job Superintendent that the sizes and positions of the reinforcing are in compliance with the Drawings and Specifications. The Engineer shall inspect steel placement within 24 hours of notification by the Job Superintendent.
3. All debris is removed from the places to be occupied by the concrete.
4. All water (in amounts large enough to appreciably alter the water-cement ratio) has been removed from the places to be occupied by the concrete.
5. All reinforcement is thoroughly cleaned of detrimental coating or debris.
6. All forms are thoroughly wetted (except in freezing weather) or oiled.

Equipment and procedures for chuting, pumping and pneumatically conveying concrete from mixer to forms shall insure a continuous flow of concrete at the delivery end without segregation of the concrete materials.

Deposit concrete as nearly as practical to its final position to avoid segregation due to rehandling or flowing.

Place concrete in a continuous operation until placement of panel or section is completed. When construction joints are necessary, make them in accordance with JOINTS AND EMBEDDED ITEMS.

Consolidate all concrete during placement and work concrete thoroughly around reinforcement and embedded fixtures and into the corners of the forms.

If placing concrete in atmospheric temperatures below 40 degrees F., provide adequate equipment to maintain concrete temperatures at 50 degrees F. or higher during placing. (See CURING AND PROTECTION for cold weather methods).

Pump hoses used for placing concrete shall not be in contact with the reinforcing steel. All such hoses shall be supported on special brackets, troughs or such devices to prevent contact between hoses and reinforcing steel throughout the concrete work.

**Joints and Embedded Items:**

Joint fillers shall extend full depth of joint and shall be of the thickness shown on the Drawings.

Use of asphalt impregnated fiberboard conforming to ASTM D-1751 for expansion joint fillers.

If saw cut joints are used, skipped panels and/or construction joints shall be located no more than 100 feet apart to reduce accumulated shrinkage. Saw cut joints shall be cut between 8 and 16 hours after concrete finish is complete.

Construction joints not shown on the Drawings shall be properly keyed and shall be located at sections of minimum shear. Prior approval of the Engineer is required for such joints.

Concrete surfaces at all construction joints shall be thoroughly cleaned and all laitance removed. Hardened concrete surfaces shall be wetted and slushed with a coat of cement grout immediately before placing fresh concrete.

All sleeves, inserts, anchors and other embedded items required for other work shall be placed prior to concreting.

For slabs on grade, all conduit greater than 1 inch in diameter shall be placed in the earth fill below the slab. Conduits smaller than 1 inch may be placed on top of the waterproof membrane and below the slab reinforcing. Conduits shall be routed to avoid unnecessary crossings and to avoid accumulation of conduit runs at critical areas such as directly above piling, footings, column bases and construction joints. If any such accumulation of conduits is anticipated, the Contractor shall notify the Engineer for inspection and approval prior to scheduling concrete pours.

Position all embedded items accurately and support them against displacement during concrete operations.

All exposed control joints shall be sealed with a gray colored paving sealant, which has been approved by the Engineer.

#### **Curing and Protection:**

Cure concrete for at least 7 days after placement by keeping it in a moist condition by one of the following methods:

1. Ponding or continuous sprinkling.
2. Absorptive mat or fabric kept continuously wet.
3. Curing compounds conforming to ASTM C309 "Specifications for Liquid Membrane-Forming Compounds for Curing Concrete". Apply such compounds in two (2) coats at right angles to each other. Apply at a rate of at least 200 square feet per gallon.

Do not use curing compound on areas of concrete which must be bonded to subsequent concrete pours.

During the curing period, protect the concrete from lead stresses and damaging mechanical disturbances such as heavy shock and excessive vibration. Also protect all finished concrete surfaces from damage.

If concrete is placed in atmospheric temperatures below 40 degrees F., the temperature of the concrete shall be maintained at 50 degrees F. or greater during placing and during the entire 7 day curing period.

During curing, the temperature of the concrete shall not be allowed to change more than plus (+) or minus (-) five degrees Fahrenheit in any one (1) hour period nor more than plus (+) or minus (-) fifty degrees Fahrenheit in any twenty-four (24) hour period.

#### **Finishing of Concrete Surfaces:**

##### **Slab Surfaces:**

Force the coarse aggregate below the surface, then consecutively screed, float and power trowel according to the following schedule:

<u>LOCATION</u>	<u>FINAL SURFACE FINISH</u>
Depressed slabs to receive setting beds for tile or special surfaces	Screed to a true plane.

<u>LOCATION</u>	<u>FINAL SURFACE FINISH</u>
Slabs to receive resilient flooring or carpet	Power trowel to a smooth, dense surface free of burnishes.
Exterior walks and drives	Screed off, then brush with a stiff broom to a uniform non-slip surface.
Catch Basins	Power trowel to a smooth, dense surface free of burnishes and seal with two (2) coats of an approved liquid hardening and dust-proofing compound such as Sonosil by Sonneborn; Hardtop by Gifford-Hill or Masterseal by Master Builders.

### **Formed Surfaces:**

Exposed sides of grade beams shall have a smooth and blemish free appearance.

Formed surfaces not exposed to public view shall have a rough form finish. For this finish no selected form facing materials are required; tie holes and defects shall be patched with cement paste and fins exceeding one-fourth inch (1/4") in height shall be chipped off.

Concrete surfaces exposed to public view shall have a grout cleaned finish. On these surfaces the form facing materials shall produce a smooth, hard uniform texture on the concrete; fins shall be completely removed and tie holes and defects patched. These surfaces shall be brushed or sprayed with a grout of one (1) part Portland Cement, one and one-half (1-1/2) parts fine sand and sufficient water to produce the consistency of thick paint. Concrete surfaces shall be wetted to prevent absorption of water from the grout. Immediately after applying the grout, scrub the surface with a stone to coat the surface, eliminate air bubbles and fill all holes. Remove excess grout before it dries. After surface whitens from drying, rub with clean burlap. Keep surface damp for thirty-six (36) hours after final rubbing.

In lieu of the grout finish above, concrete surfaces exposed to public view may have a smooth rubbed finish (Contractor's option). These surfaces shall be wetted and rubbed with a carborundum brick or other abrasive no later than the day following form removal. No cement grout shall be used other than the cement paste drawn from the concrete itself by the rubbing process.

### **Repair of Defective Surfaces:**

Defective surfaces shall be repaired in conformance with ACI 301 Chapter 9.

Slab surfaces from which concrete has been removed by rain shall not be sprinkled with pure cement. A mixture of cement and concrete sand may be used.

### **Concrete Testing & Quality Control:**

The Contractor shall have full responsibility for quality control of concrete and for demonstrating to the Owner, by standard tests, that the concrete placed in the structure complies with these Specifications. Evaluation and acceptance of concrete shall be in accordance with ACI 318-89, Chapter 5.

The Contractor shall take whatever measures are necessary to assure concrete quality. These measures, at the very least, shall include the hiring of a testing laboratory of established good reputation approved by the Owner to perform at least the following services:

Each individual providing inspection services shall be certified by the American Concrete Institute as a Concrete Field Testing Technician – Grade I.

If requested by the Owner, provide written certification that the Ready-mix Plant (or plants) supplying concrete for the Project is in compliance with ASTM C94.

If the supplier proposes a mix, provide written certification that each concrete mix proposed by the supplier complies with the field experience method of mix design as specified in ACI 318. This certification shall contain copies of the consecutive strength tests used to determine standard deviation and average strength of the proposed mix.

If the Supplier does not propose a mix, then design each concrete mix in accordance with ACI 318 trial batch method. Submit the design mix curves for each concrete strength to the Engineer at least seven (7) days before concrete is poured.

Inspect the loading ticket for each concrete truck at the Job site. Each ticket shall include all the information required by these specifications. Reject any truck, which is not properly ticketed.

Secure production samples of materials at plant stockpiles during the course of the Work and test for compliance with the Specifications.

Before each concrete pour (unless waived by the Engineer), verify that the batch plant operation conforms to the mix design and adjust the mix as required for aggregate moisture.

For each different mix placed, cast compression test cylinders according to the following schedule. Cast cylinders in groups of four (4). Cast each group from a different truck load (or batch) and use concrete from the middle portion of the truckload. Field mark each cylinder for identification.

<u>LOCATION OF CONCRETE REQUIRED</u>	<u># OF FOUR CYLINDER GROUPS</u>
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Footings	One per fifty cubic yards placed
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Slabs, beams & walls	One per fifty cubic yards placed
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If the total placement in one (1) day is less than the amounts listed above, the required number of four (4) cylinder groups shall be taken from the day's placement.

Cast and cure all cylinders in accordance with ASTM Specification C31. Test cylinders in accordance with ASTM Specification C39. All slump tests shall conform to ASTM Specification C143.

For each group of cylinders, test two (2) at seven (7) days and two (2) at twenty-eight (28) days. Submit prompt written reports of these tests to the Engineer, Structural Engineer, Contractor, Ready-mix Supplier and to other parties designated by the Engineer.

Reports on test cylinders shall contain the standard data plus the following specific information on each cylinder:

- The identifying mark placed on the cylinder in the field.
- The actual measured slump of each specimen.
- The date and time of day the cylinder was molded.
- The date on which the cylinder was received by the Laboratory and placed in the required controlled environment.
- The date the cylinder was tested.
- The total cubic yards of the pour from which the cylinders were taken.

All cylinders shall be stored at the site and shipped to the Laboratory in rigid containers. Straw or similar shock absorbing material shall be stuffed between and around each cylinder during shipment.

Any cylinder which does not comply in every respect with these Specifications shall be considered unreliable as a demonstration of the quality of the placed concrete. For each such cylinder, the Owner shall be granted a credit against the Contract amount. The amount of credit shall be based on the Testing Laboratory's current price schedule.

If more than two (2) cylinders from a day's pour are considered unreliable, the Contractor shall order the Testing Laboratory to extract cores (ASTM C42) from the structure and test them to demonstrate the quality of the placed concrete. Two (2) such cores shall be taken for each unreliable cylinder.

If any material is found not to comply with these specifications, the testing laboratory shall immediately notify the Contractor that the material is rejected. If the Contractor persists in placing the rejected material into the work, the testing laboratory shall immediately notify

the Engineer. If a rejected batch of concrete is poured by the Contractor, the testing laboratory shall obtain a set of cylinders from the rejected batch. If the Contractor fails to cooperate with the testing laboratory, circumvents or ignores the specified testing program the testing laboratory shall immediately notify the Engineer.

**END OF SECTION 03012**

## **SECTION 03013 – PORTLAND CEMENT CONCRETE PAVING**

### **PART 1 – GENERAL**

#### **RELATED DOCUMENTS:**

Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division – 1 Specification sections, apply to work of this section.

#### **DESCRIPTION OF WORK:**

Extent of portland cement concrete paving is shown on drawings, including walkways and pavement.

Prepared subbase is specified in “Earthwork” section.

Concrete and related materials are specified in Division 3.

Joint fillers and sealers are specified in Division 7.

#### **QUALITY ASSURANCE:**

Codes and Standards: Comply with local governing regulations if more stringent than herein specified.

#### **SUBMITTALS:**

Furnish samples, manufacturer's product data, test reports, and materials' certification as required in referenced sections for concrete and joint fillers and sealers.

#### **JOB CONDITIONS:**

Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

Utilize flagmen, barricades, warning signs and warning lights as required.

### **PART 2 – PRODUCTS**

#### **MATERIAL:**

Forms: Steel, wood, or other suitable material of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal. Use straight forms, free of distortion and defects.

Use flexible spring steel forms or laminated boards to form radius bends as required.

Coat forms with a non-staining form release agent that will not discolor or deface surface of concrete.

Welded Wire Mesh: Welded plain cold-drawn steel wire fabric, ASTM A 185.

Furnish in flat sheets, not rolls, unless otherwise acceptable to Engineer.

Reinforcing Bars: Deformed steel bars, ASTM A 615, Grade 40.

Joint Dowel Bars: Plain steel bars, ASTM A 615, Grade 40. Cut bars true to length with ends square and free of burrs.

Metal Expansion Caps: Furnish for one end of each dowel bar in expansion joints. Design caps with one end closed and a minimum length of 3" to allow bars movement of not less than 1", unless otherwise indicated.

Hook Bolts: ASTM A 307, Grade A bolts, internally and externally threaded. Design hook bolt joint assembly to hold coupling against pavement form and in position during concreting operations, and to permit removal without damage to concrete or hook bolt.

Concrete Materials: Comply with requirements of applicable Division – 3 sections for concrete materials, admixtures, bonding materials, curing materials, and others as required.

Expansion Joint Materials: Comply with requirements of applicable Division – 3 sections for concrete materials, admixtures, bonding materials, curing materials, and others as required.

Expansion Joint Materials: Comply with requirements of applicable Division – 7 sections for preformed expansion joint fillers and sealers.

Anti-Spalling Compound: 50% (by volume) boiled linseed oil and 50% (by volume) mineral spirits, complying with AASHTO M-223.

Liquid-Membrane Forming Curing Compound: Complying with ASTM C 309, Type I, Class A unless other type acceptable to Engineer. Moisture loss not more than 0.055 gr. / sq. cm. when applied at 200 sq. ft. / gal.

Available Products: Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:

- "J-40 Bonding Agent"; Dayton Superior Corp.
- "Weldcrete"; Larsen Products.
- "Everbond"; L & M Construction Chemicals.
- "EuroWeld"; Euclid Chemical Co.
- "Hornweld"; A.C. Horn.
- "Sonocrete"; Sonneborn-Contech.
- "Acrylic Bondcrete"; The Burke Co.

Epoxy Adhesive: ASTM C 881, two component material suitable for use on dry or damp surfaces. Provide material "Type", "Grade", and "Class" to suit project requirements.

Available Products: Subject to compliance with requirements, products, which may be incorporated in the work, include but are not limited to the following:

"J-40 Bonding Agent"; Dayton Superior Corp.  
"Weldcrete"; Larsen Products.  
"Everbond"; L & M Construction Chemicals.  
"EuroWeld"; Euclid Chemical Co.  
"Hornweld"; A.C. Horn.  
"Sonocrete"; Sonneborn-Contech.  
"Acrylic Bondcrete"; The Burke Co.

### **CONCRETE MIX, DESIGN AND TESTING:**

Comply with requirements of applicable Division – 3 sections for concrete mix design, compiling and testing, and quality control, and as herein specified.

Design mix to product normal-weight concrete consisting of portland cement, aggregate, water-reducing or high-range water-reducing admixture (superplasticizer), air-entraining admixture and water to produce the following properties:

Compressive Strength: 3000 psi, minimum at 28 days, five (5) bag mix unless otherwise indicated.

Slump Range: 8" for concrete containing HRWR admixture (Superplasticizer); 5" for other concrete.

Air Content: 5% to 8%.

NO VEHICLES on pavement before reaching 3000 psi strength or seven (7) days.

### **PART 3 – EXECUTION**

#### **SURFACE PREPARATION:**

Remove loose material from compacted subbase surface immediately before placing concrete.

Proof-roll prepared subbase surface to check for unstable areas and need for additional compaction. Do not begin paving work until such conditions have been corrected and are ready to receive paving.

#### **FORM CONSTRUCTION:**

Set forms to required grades and lines, rigidly braced and secured. Install sufficient quantity of forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.

Check completed form work for grade and alignment to following tolerances:

Top of forms not more than 1/8" in 10'.

Vertical face on longitudinal axis, not more than 1/4" in 10'.

Clean forms after each use, and coat with form release agent as often as required to ensure separation from concrete without damage.

#### **REINFORCEMENT:**

Locate, place and support reinforcement as specified in Division – 3 sections, unless otherwise indicated.

#### **CONCRETE PLACEMENT:**

General: Comply with requirements of Division – 3 sections for mixing and placing concrete, and as herein specified.

Do not place concrete until subbase and forms have been checked for line and grade. Moisten subbase if required to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.

Placement concrete using methods, which prevent segregation of mix. Consolidate concrete along face of forms and adjacent to transverse joints with internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand-spreading and consolidation. Consolidate with care to prevent dislocation of reinforcing, dowels, and joint devices.

Use bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

Deposit and spread concrete in a continuous operation between transverse joints, as far as possible. If interrupted for more than 1/2-hour, place a construction joint.

When adjacent pavement lanes are placed in separate pours, do not operate equipment on concrete until pavement has attained sufficient strength to carry loads without injury.

#### **JOINTS:**

General: Construct expansion, weakened-plane (contraction), and construction joints true-to-line with face perpendicular to surface of concrete. Construct transverse joints at right angles to the centerline, unless otherwise indicated.

When joining existing structures, place transverse joints to align with previously placed joints, unless otherwise indicated.

Weakened-Plane (Contraction) Joints: Provide weakened-plane (contraction), joints, sectioning concrete into areas as shown on drawings. Construct weakened-plane joints for a depth equal to at least 1/4 concrete thickness, as follows:

Tooled Joints: Form weakened-plane joints in fresh concrete by grooving top portion with a recommended cutting tool and finishing edges with a jointer.

Inserts: Use embedded strips of metal or sealed wood to form weakened-plane joints. Set strips into plastic concrete and carefully remove strips after concrete has hardened.

Construction Joints: Place construction joints at end of placements and at locations when placement operations are stopped for a period of more than  $\frac{1}{2}$ -hour, except where such placements terminate at expansion joints.

Construct joints as shown or, if not shown, use standard metal keyway-section forms.

Where load transfer-slip dowel devices are used, install so that one end of each dowel bar is free to move.

Expansion Joints: Provide premolded joint filler for expansion joints abutting concrete curbs, catch basins, manholes, inlets, structures, walks and other fixed objects, unless otherwise indicated.

Locate expansion joints at 20' o.c. for each pavement lane, and at 30' o.c. for concrete sidewalks, unless otherwise indicated.

Extend joint fillers full-width and depth of joint, and not less than  $\frac{1}{2}$ " or more than 1 " below finished surface where joint sealer is indicated. If no joint sealer, place top of joint filler flush with finished concrete surface.

Furnish joint fillers in one-piece lengths for full width being placed, wherever possible. Where more than one length is required, lace or clip joint filler sections together.

Protect top edge of joint filler during concrete placement with a metal cap or other temporary material. Remove protection after concrete has been placed on both sides of joint.

Fillers and Sealants: Comply with the requirements of applicable Division – 7 sections for preparation of joints, materials, installation, and performance.

## **CONCRETE FINISHING:**

After striking-off and consolidating concrete, smooth surface by screeding and floating. Use hand methods only where mechanical floating is not possible. Adjust floating to compact surface and produce uniform texture.

After floating, test surface for trueness with a 10' straightedge. Distribute concrete as required to remove surface irregularities, and re-float repaired areas to provide a continuous smooth finish.

Work edges of slabs, curb, and formed joints with an edging tool, and round to  $\frac{1}{2}$ " radius, unless otherwise indicated. Eliminate tool marks on concrete surface.

After completion of floating and troweling when excess moisture or surface sheen has disappeared, complete surface finishing, as follows:

Broom finish, by drawing a fine-hair broom across concrete surface, perpendicular to line of traffic. Repeat operation if required to provide a fine line texture acceptable to Engineer.

On inclined slab surfaces, provide a coarse, non-slip finish by scoring surface with a stiff-bristled broom, perpendicular to line of traffic.

Do not remove forms for 24 hours after concrete has been placed. After form removal, clean ends of joints and point-up any major honeycombed areas. Remove and replace areas or sections with major defects, as directed by Engineer.

### **CURING:**

Protect and cure finished concrete paving, complying with applicable requirements of Division - 3 sections. Use membrane-forming curing and sealing compound or approved moist-curing methods.

Anti-Spalling Treatment: A second coat of curing and sealing compound may be used or anti-spalling compound applied over concrete cured by continuous moist-curing methods. Apply compounds to concrete surfaces no sooner than 28 days after placement, to clean, dry concrete free of oil, dirt, and other foreign material. Apply curing and sealing compound at a maximum coverage rate of 300 sq. ft. / gallon. Apply anti-spalling compound in two sprayed applications. First application at rate of 40 sq. yds. Per gal.; second application, 60 sq. yds. per gallon. Allow complete drying between applications.

### **REPAIRS AND PROTECTIONS:**

Repair or replace broken or defective concrete, as directed by Engineer.

Drill test cores where directed by Engineer, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with portland cement concrete bonded to pavement with epoxy adhesive.

Protect concrete from damage until acceptance of work. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.

Sweep concrete pavement and wash free to stains, discolorations, dirt and other foreign material just prior to final inspection.

**END OF SECTION 03013**

## **SECTION 05100 – STRUCTURAL STEEL**

### **PART 1 – GENERAL**

Provide all materials, labor, equipment and incidental services necessary for the fabrication, painting and erection of all structural steel, incidental steel framing and steel joists included in the Contract.

Fabricate and erect all structural steel in conformance with the "Specification for Design, Fabrication and Erection of Structural Steel for Buildings" by the American Institute of Steel Construction.

All references herein to standards of the American Institute of Steel Construction (AISC) and the American Society for Testing Materials (ASTM) and the American Welding Society (AWS) apply to the latest revision thereof.

Submit to the Engineer for review, two prints and one sepia of all Shop and Erection drawings. Before submittal to the Engineer, all shop drawings shall be checked by the Contractor and shall be signed to verify that this has been done. The Engineer will review these Drawings and return the sepia to the Contractor with marks thereon indicating any exceptions taken to the content of these Drawings. Review of Shop Drawings shall be only for general conformance with design concept of the Project and for general compliance with information given in the Contract Documents. Review of the Shop Drawings shall not be construed as approval of quantities and dimensions, of fabricating processes, of construction techniques or of approval of any variance from the intent of the Contract Documents.

Final structural Contract Drawings shall not be used in any form for shop drawings.

Splices and connections not shown on the drawings shall be designed by the Contractor to develop the full strength of the largest connecting member. Such connections shall be submitted for review separately from the shop drawings. Fully descriptive sketches and a written request for review shall be submitted by the Contractor.

The Contractor shall obtain from the structural steel fabricator copies of mill certificates for all structural steel used on the project. The mill certificates shall be accompanied by a letter from the steel fabricator certifying that the steel represented by the submitted certificates was used on the project and no other steel was used on the project. This letter of certification and the mill certificates shall be submitted to the Engineer for his file. This submittal in no way relieves the Contractor of his responsibility to assure that all structural steel installed in this project meets the requirements of these specifications.

If foreign steel is used on any part of the Project, it shall be certified by Supplier as complying with all applicable ASTM, AWS, and AICS requirements herein specified.

## **PART 2 – PRODUCTS**

All material shall be new and undamaged.

Structural steel shapes and steel plates shall conform to ASTM A-36.

Pipe shall conform to ASTM A501 or ASTM A53 Types F or S, Grade B.

Square and rectangular structural tubing shall conform to ASTM A500 Grade B.

Bolts, including anchor bolts, shall conform to ASTM A-307 unless specifically noted otherwise on the Drawings.

High strength bolts shall be heavy hexagon structural bolts conforming to ASTM A-325.

Steel joists shall be as designated on the Drawings and shall conform to the latest "Standard Specifications and Load Tables for Steel Joists and Joist Girders", as adopted by the Steel Joist Institute.

Expansion type anchor bolts for fastening to existing concrete or masonry shall employ steel wedges and shall have hex-heads. Anchors shall be placed in drilled holes of same diameter as fastener. Embedment length shall be at least six times nominal bolt diameter but not less than 3 inches. Use Dynabolt by Ramset, Red Head Sleeve Anchors by ITT Phillips Drill Company, WEJ-IT Anchors by Allied Products Corporation, KWIK-Bolt by McCulloch Industries, Parabolt by USM Corporation or an approved substitute anchor.

## **PART 3 – EXECUTION**

### **Welding:**

Materials and processes used, and details of all joints shall comply with the American Welding Society Code for Arc and Gas Welding in Building Construction.

Use AWS A5.1 or A5.5 E70XX electrodes for manual arc welding and AWS A5.17 F7X-EXXX electrodes for submerged arc welding.

All welders shall be qualified according to AWS Standards for the type of welding that they perform on this Project. Welders shall carry their certification papers and show them to the Owner's representatives upon request.

### **High Strength Bolting:**

High strength bolted joints, where called for on Drawings, shall be assembled in accordance with "Specification for Structural Joints using ASTM A-325 or A490 Bolts" as approved by the Research Council on Riveted and Bolted Structural Joints of the Engineering Foundation and endorsed by the AISC.

### **Erection:**

Provide adequate bracing and shoring during erection and throughout construction.

Erect all steel in accordance with standards and specifications of the AISC. Use close fitting bolts with nuts drawn up tight. Locate anchor bolts accurately and install into connection work in advance. Install base plates true to line and level and set solid in non-shrinking grout.

Do not enlarge shop-made boltholes by flame cutting in the field. If shop-fabricated components do not assemble properly in the field, do not modify them in any manner without first obtaining the approval of the Engineer.

Install steel joists to the spacing shown on the Plans with the top chord of all joists in the same plane. Install joist bridging immediately after each joist is placed so that no joist is unbraced during the time that other joists are being erected.

Unless noted otherwise on the Drawings, all joists bridging shall be the horizontal type as required by the Steel Joist Institute. In no cases shall the bridging size be smaller than 1-1/2 x 1-1/2 x 1/8 inch steel angles. At each end of each run of bridging the horizontal angles shall be x-braced with two additional angles between the end joist and the first interior joist.

All bridging shall be completely welded prior to beginning the installation of the roof deck. The ends of all bridging shall be securely anchored to the building walls.

Non-shrink grout beneath column base plates shall be Embeco by Master Builders, Ferrolith G. by Sonneborn Building Products, Supreme Grout by Gifford-Hill Co., Five Star Grout by U. S. Grout Corporation or Firmix by Euclid Chemical Company or an approved substitute.

### **Painting:**

Paint all structural steel and steel joists in the shop after fabrication is completed. After erection, paint all field connections, all welded areas and touch up all abrasions, damaged or defective paint and rust areas and remove all dirt, mud, mortar, debris, etc., from all steel surfaces.

Immediately before painting, thoroughly prepare the steel surface in compliance with the Steel Structures Painting Council Specifications SP-3. Remove all oil and grease, loose mill scale, loose rust, loose paint and other detrimental foreign matter from the steel surface.

Apply paint with brush, roller or spray; or dip in accordance with manufacturer's specifications.

For shop painting and for field touch-up painting, use Tnemec 10-99 Modified Alkyd Primer or Southern Coatings Heavy Duty RIP Primer 1-0969. Dry film thickness shall be 2.4 mils.

Where called for on Drawings, galvanizing shall conform to ASTM A 123 and A 153.

**END OF SECTION 05100**

## **SECTION 05500 – METAL FABRICATIONS**

### **PART 1 – GENERAL**

#### **RELATED DOCUMENTS:**

Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division – 1 Specification sections, apply to work of this section.

#### **DESCRIPTION OF WORK:**

**Definition:** Metal fabrications includes items made from iron, and aluminum steel, shapes, plates, bars, strips, tubes, pipes and castings which are not a part of structural steel or other metal systems specified elsewhere. Types of work in this section include metal fabrications for:

- Bar Screens
- Rough hardware.
- Loose bearing and leveling plates.
- Miscellaneous framing and supports.
- Miscellaneous steel trim.

Structural steel is specified in another section within Division 5.

#### **QUALITY ASSURANCE:**

**Field Measurements:** Take field measurements prior to preparation of shop drawings and fabrication, where possible. Do not delay job progress; allow for trimming and fitting where taking field measurements before fabrication might delay work.

**Shop Assembly:** Preassemble items in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation.

#### **SUBMITTALS:**

**Product Data:** Submit manufacturer's specifications, anchor details and installation instructions for products used in miscellaneous metal fabrications, including paint products and grout.

**Shop Drawings:** Submit shop drawings for fabrication and erection of miscellaneous metal fabrications. Include plans, elevations and details of section and connections. Show anchorage and accessory items. Provide templates for anchor and bolt installation by others.

Where materials or fabrications are indicated to comply with certain requirements for design loadings, include structural computations, material properties and other information needed for structural analysis.

Samples: Submit 2 sets of representative samples of materials and finished products as may be requested by Engineer.

## **PART 2 – PRODUCTS**

### **MATERIALS:**

#### Metals:

Metal Surfaces, General: For fabrication of miscellaneous metal work which will be exposed to view, use only materials which are smooth and free of surface blemishes including pitting, seam marks, roller marks, rolled trade names and roughness.

Steel Plates, Shapes and Bars: ASTM A 36.

Steel Tubing: Cold formed, ASTM A 500; or hot rolled, ASTM A 501.

Structural Steel Sheet: Hot-rolled, ASTM A 570; or cold-rolled ASTM A 611, Class 1; of grade required for design loading.

Steel Pipe: ASTM A 53; Type and grade (if applicable) as selected by fabricator and as required for design loading; black finish unless galvanizing is indicated; standard weight (Schedule 40), unless otherwise indicated.

Brackets, Flanges and Anchors: Cast or formed metal of the same type material and finish and supported rails, unless otherwise indicated.

Concrete Inserts: Threaded or wedge type; galvanized ferrous castings, either malleable iron, ASTM A 47, or cast steel, ASTM A 27. Provide bolts, washers and shims as required.

#### Grout:

Metallic Non-Shrink Grout: Pre-mixed, factory-packaged, ferrous aggregate grout complying with CE CRD-C588, Type M.

Non-Shrink Non-Metallic Grout: Pre-mixed, factory-packaged, non-staining, non-corrosive, non-gaseous grout complying with CE CRD-C588. Provide grout specifically recommended by manufacturer for interior and exterior applications of type specified in this section.

#### Fasteners:

General: Select fasteners for the type, grade and class required.

Bolts and Nuts: Regular hexagon head type, ASTM A 307, Grade A.

Lag Bolts: Square head type, FS FF-B-561.

Machine Screws: Cadmium plated steel, FS FF-S-92.

Wood Screws: Flat head carbon steel, FS FF-S-111.

Plain Washers: Round, carbon steel, FS FF-W-92.

Masonry Anchorage Devices: Expansion shields, FS FF-S-325.

Toggle Bolts: Tumble-wing type, FS FF-B588, type, class and style as required.

Lock Washers: Helical spring type carbon steel, FS FF-W-84.

Paint:

Metal Primer Paint: Red lead mixed pigment, alkyd varnish, linseed oil paint, FS-TT-P-86, Type II; or red lead iron oxide, raw linseed oil, alkyd paint, Steel Structures Painting Council (SSPC) Paint 2-64; or basic lead silico chromate base iron oxide, linseed oil, alkyd paint, FS TT-P-615, Type II.

Primer selected must be compatible with finish coats of paint. Coordinate selection of metal primer with finish paint requirements specified in Division 9.

## **FABRICATION, GENERAL:**

Workmanship:

Use materials of size and thickness shown or, if not shown, of required size and thickness to produce strength and durability in finished product. Work to dimensions shown or accepted on shop drawings, using proven details of fabrication and support. Use type of materials shown or specified for various components of work.

Form exposed work true to line and level with accurate angles and surfaces and straight sharp edges. Ease exposed edges to a radius of approximately 1/32" unless otherwise shown. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.

Weld corners and seams continuously, complying with AWS recommendations. At exposed connections, grind exposed welds smooth and flush to match and blend with adjoining surfaces.

Form exposed connections with hairline joints, flush and smooth, using concealed fasteners wherever possible. Use exposed fasteners of type shown or, if not shown, Phillips flat-head (countersunk) screws or bolts.

Provide for anchorage of type shown, coordinated with supporting structure. Fabricate and space anchoring devices to provide adequate support for intended use.

Cut, reinforce, drill and tap miscellaneous metal work as indicated to receive finish hardware and similar items.

Shop Painting:

Shop paint miscellaneous metal work, except members of portions of members to be embedded in concrete or masonry, surfaces and edges to be field welded, and galvanized surfaces, unless otherwise specified.

Remove scale, rust and other deleterious materials before applying shop coat. Clean off heavy rust and loose mill scale in accordance with SSPC SP-2 "Hand Tool Cleaning," or SSPC SP-3 "Power Tool Cleaning," or SSPC SP-7 "Brush-Off Blast Cleaning."

Remove oil, grease and similar contaminants in accordance with SSPC SP-1 "Solvent Cleaning."

Immediately after surface preparation, brush or spray on primer in accordance with manufacturer's instructions, and at a rate to provide uniform dry film thickness of 2.0 mils for each coat. Use painting methods, which will result in full coverage of joints, corners, edges and exposed surfaces.

Apply one shop coat to fabricated metal items, except apply 2 coats of paint to surfaces inaccessible after assembly or erection. Change color of second coat to distinguish it from the first.

**MISCELLANEOUS METAL FABRICATIONS:**

Rough Hardware:

Furnish bent or otherwise custom fabricated bolts, plates, anchors, hangers, dowels and other miscellaneous steel and iron shapes as required for framing and supporting woodwork, and for anchoring or securing woodwork to concrete or other structures. Straight bolts and other stock rough hardware items are specified in Division 6 sections.

Fabricate items of sizes, shapes and dimensions required. Furnish malleable iron washers for heads and nuts, which bear on wood structural connections; elsewhere, furnish steel washers.

Miscellaneous Framing and Supports:

Provide miscellaneous steel framing and supports, which are not a part of structural steel framework, as required to complete work.

Fabricate miscellaneous units to sizes, shapes and profiles shown or, if not shown, of required dimensions to receive adjacent other work to be retained by framing. Except as otherwise shown, fabricate from structural steel shapes and plates and steel bars of welded construction using mitered joints for field connection. Cut, drill and tap units to receive hardware and similar items.

Equip units with integrally welded anchors for casting into concrete or building into masonry. Furnish inserts if units must be installed after concrete is placed.

Except as otherwise shown, space anchors 24" o.c. and provide minimum anchor units of 1-1/4" x 1/4" x 8" steel straps.

Miscellaneous Steel Trim:

Provide shapes and sizes for profiles shown. Except as otherwise indicated, fabricate units from structural steel shapes and plates and steel bars, with continuously welded joints and smooth exposed edges. Use concealed field splices wherever possible. Provide cutouts, fittings and anchorages as required for coordination of assembly and installation with other work.

**PART 3 – EXECUTION**

**PREPARATION:**

Coordinate and furnish anchorages, setting drawings, diagrams, templates, instructions, and directions for installation of anchorages, such as concrete inserts, sleeves, anchor bolts and miscellaneous items having integral anchors, which are to be embedded in concrete or masonry construction. Coordinate delivery of such items to project site.

**INSTALLATION:**

General:

Fastening to In-Place Construction: Provide anchorage devices and fasteners where necessary for securing miscellaneous metal fabrications to in-place construction; including, threaded fasteners for concrete and masonry inserts, toggle bolts, through-bolts, wood screws and other connector as required.

Cutting, Fitting and Placement: Perform cutting, drilling and fitting required for installation of installation of miscellaneous metal fabrications. Set work accurately in location, alignment and elevation, plumb, level, true and free of rack, measured from established lines and levels. Provide temporary bracing or anchors in formwork for items, which are to be built into concrete, masonry or similar construction.

Fit exposed connections accurately together for form tight hairline joints. Weld connections, which are not to be left as exposed joints, but cannot be shop welded because of shipping size limitations. Grind exposed joints smooth and touch-up shop paint coat.

Field Welding: Comply with AWS Code for procedures of manual shielded metal-arc welding, appearance and quality of welds made, and methods used in correcting welding work.

Setting Loose Plates:

Clean concrete and masonry bearing surfaces of any bond-reducing materials, and roughen to improve bond to surfaces. Clean bottom surface of bearing plates.

Set loose leveling and bearing plates on wedges, or other adjustable devices. After the bearing members have been positioned and plumbed, tighten the anchor bolts. Do not remove wedges or shims, but if protruding, cut-off flush with the edge of the bearing plate before packing with grout. Use metallic, non-shrink grout in concealed locations where not exposed to moisture; use non-metallic non-shrink grout in exposed locations, unless otherwise indicated.

Pack grout solidly between bearing surfaces and plates to ensure that no voids remain.

Expansion Joints: Provide expansion joints at locations indicated, or if not indicated, at intervals not to exceed 40 feet. Provide slip joint with internal sleeve extending 2" beyond joint on either side; fasten internal sleeve securely to one side; locate joint within 6" of posts.

**ASJUST AND CLEAN:**

Touch-Up Painting: Cleaning and touch-up painting of field welds, bolted connections and abraded areas of the shop paint on miscellaneous metal is specified in Division 9 of these specifications.

**END OF SECTION 05500**

## **SECTION 13100- PUMP STATION IMPROVEMENTS**

### **PART 1 – GENERAL**

#### **RELATED DOCUMENTS:**

Drawings and General Provisions of Contract, including Technical Specifications, General and Supplementary Conditions, apply to this section or work.

#### **DESCRIPTION OF WORK:**

Extent of work is shown on the drawings and is further described as follows: The Contractor shall make improvements to the Marais Canal Pump Station and Levee System located on the Marais Canal at the end of Cancienne Road. The improvements shall include removing and storing of the existing pumps. Two of the existing electric motors and natural gas engines shall be removed and returned to the Owner; the existing steel deck shall be removed; the existing pilings shall be cut to elevation and reinforced. The existing deck shall be reinstalled at the new proposed lower elevation; the bar pit beneath the pumps shall be cleared of muck and debris; three new diesel engines shall be blocked and mounted to the platform; new right angle gear drives shall be installed on two of the pumps; the combination vertical/horizontal gear box shall be reinstalled to Pump No. 3 with the existing electric motor; all three new diesel engines shall be installed to the shafts and gear boxes with all required controls for manual and automatic level controlled operation; Pump No. 3 electric motor shall be reinstalled and wired back to the renovated electrical and control panel; the electrical wiring shall be removed for two of the pumps; the existing panel shall be removed and renovated with new breakers, starters and controls to power the remaining electric motor and start and control all diesel engines. Pump No. 3 shall operate as an electric-driven primary pump during normal weather and levels; Pumps No. 1 and No. 2 shall operate as diesel-driven during all modes as support for additional pumping when canal levels require it. Pump No. 3 shall have a manual transfer to diesel power when electric has failed. Also included in the pump station improvements is the removal and replacement of the culvert through the levee; the installation of control gates, the extending and reconnection of discharge piping; the installation of three each diesel fuel tanks and supply system. The pumping system shall be complete and fully operational including all batteries, solar charges, wiring, level controls, and a full load of fuel in all tanks. Warranties and operation manuals shall be provided to the Owner. Contractor shall reinstall fencing around pump platform and provide access from ground.

#### **QUALITY ASSURANCE:**

Codes and Standards: All applicable State and Federal Codes shall be followed if more stringent than specified.

#### **SUBMITTALS:**

Furnish all samples, product data test reports, and material certificates as required from the manufacturer's for approval.

## **JOB CONDITIONS:**

Temporary Pumping: Contractor shall maintain temporary pumping capacity and levee system during the project while construction is being completed. Safety fencing shall be maintained around the site.

## **PART 2 – PRODUCTS**

Power Unit: shall be supplied as a complete package by a service representative with emergency service capability and have local servicing within 100 miles of the Parish. The design package is by M & L Engine of 2845 Hwy. 311, Schriever, LA. 70395 or prior approval.

Diesel Engines: shall be 3 each. JCB 4.4L EcoMax - 444TCAE-97 130 HP @ 2200 RPM (112 HP at 1800 RPM) Industrial Turbo Charged 4 Cylinder Diesel Engine charge air cooled power unit or by JCB, Cummins, GM, or approved equal.

Engines: shall be complete ready to run engines with radiator, guards, hoses, exhaust piping and muffler, fuel system, air filters, battery tray, engine supports, steel skid, vibration isolators, LCD control panel with key switch and throttle controls, safety shut down system, oil and fuel filters, 12 volt electric system with battery and cables, 95 amp alternator, fuel pump and electric fuel priming pump, all oil and fuel filters with all fluids, SAE rear housing/11.5" Flywheel, 2 auxiliary gear case PTO locations and all manuals.

Battery with Battery Box and Cables: shall be equipped with a 15-watt solar panel charger.

Engine-Mounted Skid: shall be welded steel custom-adjusted for leveling and height required to couple to shaft and pump.

Gear Drive: shall be (2 ea.) M200P 2:1 Ratio Right Angle Figure 1 Rotation be De'Ran or approved equal.

Drive Shafts: shall be 36-inch long stainless steel with rubber vibration dampening with companion, flanges and bolts, shaft shall be Series 61 Vibra Dump by Ameridrive or approved equal.

Auto Start Panel: shall be TEC-10 by Murphy or approved equal with hoa controls auto start shall be level sensor mounted to support structure to sense water levels.

Fuel System: shall be 3 each 300 gallon double wall tanks. One per engine complete with mounting skid, fuel lines, 12-volt diesel pump system with 12-volt battery and box equipped with solar panel charging system and all cables.

Tanks: shall be coated 12-gauge steel dual wall 38" x 5'-0" Model UL-142 by Steel Tank and Fabricating Company or approved equal. Tank shall be mounted on a concrete slab level.

Fuel Transfer Pumps: shall be 12-volt diesel pumps mounted to top of tanks with fuel lines to engines or pump station. Pump shall be capable of transfer of fuel to engine pump

system with adequate supply for full load engine running capability tanks shall be supplied with vents, fill and drain ports.

Solar Trickle Charger: 6 each shall be 12-volt max 45-watt by Battery Tender or approved equal.

Diesel Fuel Transfer Pumps: 3 each shall be 12-volt tank-mounted with fuel lines to engines. Pump shall be capable of supplying continuous fuel to the engine pump from the top of the fuel tank. Pump shall supply a minimum of 8 gpm at 15 psi. Pump shall be Fill-Rite or an approved equal.

Fuel System shall be complete with all fuel lines, piping, valves and fittings from tank to engines.

Controls and Automation: All motors shall be capable of manual or auto operation controls. Renovated control panel shall have level control auto start and stop with alternator to select engines/pumps. Level controls shall be Ultrasonic by Rosemount or an approved equal. The remaining electric motor driven pump shall be primary first on pump. Second and third on diesel-driven pumps shall be set by level and coordinated with the Owner.

Controls shall be inside existing unmounted stainless cabinet. Electric motor shall have new breaker, starter and control circuitry with HAD. Contractors shall have the option supply new all weather NEMA 4x rated panel in lieu of retro fit to existing panel.

### **PART 3 – EXECUTION**

Contractor shall install all proposed improvements while maintaining emergency by-pass pumping as required.

Contractor shall have all equipment required to remove motors, pumps and deck safely and not damage equipment. Any damage shall be replaced at Contractor's expense.

Contractor shall be responsible for inspecting site prior to bid and be aware of all existing conditions.

**END OF SECTION 13100**

## **SECTION 13200- BAR SCREEN IMPROVEMENTS**

### **PART 1 – GENERAL**

#### **RELATED DOCUMENTS:**

Drawings and General Provisions of the Contract including Technical Specifications, General and Supplementary Conditions apply to this section, including but not limited to demolition and metal fabrications.

#### **DESCRIPTION OF WORK:**

Extent of work is shown on the Drawings and is further described as follows: The Contractor shall demolish and remove the existing bar screen including timber piles, metal fabricated sections, capping and timber decking and structures from the canal. Piles shall be completely removed or cut below the hard mud line of the canal bottom. All debris and materials removed shall be hauled off and disposed of by the Contractor at his expense.

Contractor shall then construct a new bar screen in accordance with the Drawings at the new location further upstream from the pump station. The new bar screen shall include removable aluminum metal fabricated screen grating with frames welded with lifting eyes. The support structure shall consist of timber piles both straight driven and battered with aluminum channel framing, Marine Grade 2.5pcf CCA treated piles and 2.5pcf CCA timber framing, galvanized bolts, nuts and washers. Support structure to be capped with a reinforced concrete pile cap. Pile cap may be prefabricated or poured in place.

**A temporary earthen cofferdam shall be installed to facilitate the above work with temporary bypass pumping maintained by the contractor.**

#### **QUALITY ASSURANCE:**

**Codes and Standards:** All applicable State and Federal Codes shall be followed if more stringent than specified. Standards of ASTM, AWPA, AWS, ACI and all other applicable material and fabrication/construction standards shall be met or exceeded.

### **PART 2 – PRODUCTS**

**Timber Piles:** Timber piles shall conform to the Standard Specification for Round Timber Piles, ASTM Serial Designation D25 for Class B piles and shall be of Southern Yellow Pine or Douglas Fir and be clean-peeled. Piles shall have a minimum butt diameter of twelve inches (12") and a minimum tip diameter of seven inches (7"). Split or damaged piles will not be accepted. Pile lengths are to be 20 feet and 40 foot driven to grades as indicated. Splicing of piles will not be allowed.

**Timber Framing:** Timber framing shall be Marine Grade Treated 3"x12" Southern Pine Timber with all necessary cribbing or blocking to be used for cross bracing of pump station and bar screen and decking bolted across pile faces with galvanized steel hardware.

**Timber Treatment:** All timber framing and piles shall be treated in accordance with the Standards of the American Wood Preservers Association. All new timber shall be Marine

Grade Copper Chromium Arsenate (CCA) – 2.50pcf retention. Cut ends and tops of new piles shall be brushed with a CCA treatment or copper naphthenate. Existing creosote piles to be brush treated with creosote where cut or drilled.

**Metal Framing:** Metal framing for bar screens shall be heavy industrial grade aluminum angle and channels. Frames are to be welded and shop fabricated with 6061-T6 Aluminum or better. Aluminum channel guides shall be 0.225 inch thick 2"x6" 2.83 lb/ft minimum channel. The screens shall be heavy industrial aluminum bar grating smooth with welded aluminum frame. Grating shall minimum  $\frac{1}{4}$ "x2" 1-bar smooth inside a  $\frac{1}{4}$  inch thick welded aluminum channel frame. Frame shall be fit with a lifting eye on top. Screen panels shall be to dimensions indicated on Plans to fit within channel guides for easy removal. Aluminum fabricators shall submit Framing Plan for approval prior to fabrication.

## **PART 3 – EXECUTION**

### **A. Pile Driving:**

Pile driving shall be accomplished by single acting pneumatic hammer capable of producing 15,000-foot pounds per full stroke. Jetting of piles will not be allowed. Contractor may propose alternative driving methods but pneumatic hammers are preferred. Hammer energy is determined in the field measured by the weight of the ram by the actual fall. Air hammers shall have sufficient air capacity to preform driving operations per Manufacturers Specifications.

### **B. Damaged Piles:**

No compensation will be allowed for redriving of piles, damaged pile replacement or misalignment. Damaged piles will not be accepted.

### **C. Pile Heads:**

Pile heads shall be protected by pile caps when nature of driving is such that would damage them. Cap shall be suitable to evenly distribute the energy of the blow.

### **D. Pile Alignment:**

Piles shall be placed and driven plumb or to the batter indicated on the Plans and accurately into position. Variation shall not exceed  $\frac{1}{4}$  inch per foot.

Contractor shall be responsible for missing piles and shall at his expense furnish and drive additional piles to rectify failure of spacing.

### **E. Pile Logging:**

When driving is interrupted before final penetration is reached, the record for penetration shall not be taken until after at least twelve inches penetration has been obtained upon resumption of driving.

The Contractor shall pay for and employ the services of State Certified Testing Lab

Technician who will keep a complete record of each pile length driven, together with the driving log of same.

**F. Pile Splicing:**

Piles shall not be spliced except by written permission of the Engineers. Whenever, the Engineers consider it necessary to splice piling, the following splice shall be used: After each section of pile has been squared up a minimum distance of four feet back from the splice, four 3" x 8" timbers, eight feet long be bolted to each section of the pile with seven  $\frac{3}{4}$ " x 16" bolts with ogee washers (28 bolts per splice).

**G. Top of Finished Piles:**

The tops of all piling shall be sawed off in a true plane, as shown on the Plans. Broken, split or misplaced piles shall be withdrawn and properly replaced. Piles driven below the cut-off grade fixed by the Engineers may be salvaged by deepening footing as directed by the Engineers at no cost to the Owner, or if not salvaged, shall be withdrawn and replaced by new and, if necessary, longer piles at the expense of the Contractor. Timber piling supporting concrete footings shall be embedded as indicated on the Plans. After being cut off, the tops of all piling shall be given three brush coats of hot creosote oil.

**H. Driving Criteria and Pile Penetration:**

The design pile tip location is the pile cut off elevations as shown on the Plans. Should the driving resistance of any pile exceed 25 blows per foot (for a 15,000 ft. lb. Hammer) prior to the pile tip penetrating to a depth below cut-off the Engineers shall be notified immediately so that the individual pile case may be reviewed by the Engineers and appropriate actions taken. Should the driving resistance reach 25 blows per foot penetration then driving may be stopped at that depth.

**I. Framing and Deck Installation:**

All timber and metal framing shall be bolted into place with galvanized nuts, bolts and washers. Decking shall be installed with coated deck screws. All lines and dimensions shall be cut clean and square. Screens shall be shown to Owner and installation and removal demonstrated prior to complete installation.

**J. Temporary Cofferdam and Pumping:**

Contractor shall install a temporary earthen or sheet pile cofferdam at his expense with bypass drain and pumping system to maintain drainage during construction. Temporary dams shall be removed and canal section swept clean to hard bottom upon completion of work. Dam may be sheet piles or earthen material. Bypass pumping will be with diesel pump and or culvert system to sufficiently maintain drainage flow and levels of canal. Contractor shall have emergency pumping plan in case of severe weather. Upon installation of temporary dam, contractor shall rewater the construction area and maintain pumping to keep area dry during construction.

## **SECTION 16010 – ELECTRICAL GENERAL PROVISIONS**

### **PART 1 – GENERAL**

#### **1.01 GENERAL CONDITIONS**

The General Conditions and all pertinent Sections are a part of these Specifications and the Contractor shall consult them in detail for instructions pertaining to his Work. He shall consult all other Sections of the Specifications to determine if he is required to perform any Work relative to that particular Section.

#### **1.02 SCOPE OF WORK**

- A. The Work contemplated under this Division comprises the furnishing of all labor and materials required for the complete installation of electrical wiring in conduit for lighting, power, and control circuits from the various panelboards to each ultimate outlet hereinafter specified and/or shown on the accompanying Drawings. All Work shall be done in accordance with the National Electrical Code, 1999 Edition.
- B. This Work includes the installation of connecting wiring, both service and controls, for all motors, motor control, safety devices, and miscellaneous electrical equipment provided under other Divisions of the Specifications.
- C. The Specifications are intended to describe a complete, workable electrical distribution system and bidders shall report any discrepancies or omissions preventing such workability prior to the time their bids are submitted.
- D. The Work covered by these Specifications shall be as shown on the Drawings and called for herein, and shall be comprised generally of the following:
  1. Provide all conduit, conductors, apparatus, devices, etc.
  2. Provide all luminaries complete with lamps.
  3. Provide electrical service to all mechanical devices and fixed equipment and appliance requiring same; control wiring shall be as specified hereinafter.
  4. Provide outlets and raceways for telephone and computers.
  5. Provide multi-station smoke alarms.
  6. Provide temporary service required for construction.
- E. All equipment installed under this Division shall be installed in strict accordance with the instructions of the manufacturer.
- F. The Contractor is referred to the Architectural and Structural Plans for information in regard to Architectural Details. His Work shall be done in strict accordance with local and state ordinances governing this class of Work.
- G. This Work shall be installed to meet existing conditions as found at the building site and to accommodate the Work of other Trades. The Contractor shall be

held responsible for the timely placing of conduit and switch and outlet boxes in walls, partitions, and slabs while same are under construction.

#### 1.03 EQUIVALENT PRODUCTS

- A. Reference to or Specification of a particular manufacturer or brand name is not intended to indicate a preference for a specific product but to indicate a standard of quality, style, character, and performance. Bidders are not restricted to that brand, make, manufacturer, or product, but shall consider it only as a standard, all as required by Louisiana R.S.38:2295.
- B. Requests for substitutions will be considered by the Engineer when submitted in accordance with Engineer's instructions in other Divisions of these Specifications.
- C. Pre-bid equivalency review will be required on all items requiring Shop Drawings.

#### 1.04 SHOP DRAWINGS

- A. The following Shop Drawings shall be submitted prior to commencing Work, and within thirty (30) days of awarding of Contract.
  - 1. Luminaries
  - 2. Wiring Devices
  - 3. Switch Gear
  - 4. Fire Alarms
  - 5. Transient Voltage Surge Suppressor
- B. All electrical Shop Drawings shall be bound in sets by the Contractor and submitted at one time.

#### 1.05 LAWS, PERMITS AND INSPECTIONS

The Contractor shall, at his own cost, obtain necessary permits, pay all legal fees and charges, and comply with all state and municipal building and safety laws, ordinances, and regulations relating to the building and the public health and safety.

#### 1.06 SAFETY PRECAUTIONS

- A. The Contractor shall furnish and place proper guards for prevention of accidents. He shall provide and maintain any other necessary construction required to secure safety of life or property, including maintenance of sufficient lights during all night hours to secure such protection.
- B. Temporary electric services during construction shall be maintained in perfect condition. Frayed, loose, or open connections shall not be used for temporary services. The Contractor shall use only equipment in first class working condition for construction services. Temporary service shall be installed in accordance with the latest edition of the National Electrical Code.

- C. The Contractor shall install temporary lighting as required in accordance with the latest edition of the National Electrical Code.

#### 1.07 GUARANTEE

The Contractor shall be required to keep the Work installed by him in repair and perfect working order for one (1) year from date of completion and final acceptance. The Contractor shall furnish, free of cost to Owner, all materials and labor necessary to comply with this guarantee. This guarantee shall not include lighting fixture lamps, except HID lamps, which shall be guaranteed for the full year.

### **PART 2 – PRODUCTS**

#### 2.01 STANDARDS OF MATERIAL AND WORKMANSHIP

All materials shall be new and listed by UL (or other independent testing laboratory recognized by the authority having jurisdiction) as conforming to its standards. Work shall be executed in a workmanlike manner and present a neat, finished appearance when completed.

#### 2.02 REJECTED WORK AND MATERIALS

Should the Contractor introduce any materials different from those called for and described in Specifications, or shown on the Drawings, it must on notification from the Engineer, be immediately removed from the building premises.

#### 2.03 SPECIFIED PRODUCTS AND SUBSTITUTIONS

- A. Specified products shall be furnished unless equivalent products meeting the approval of the Engineer have been submitted for review in accordance with Paragraph 1.03 and 1.04 of this Section.
- B. Only product information included with request for substitutions will be used as basis of evaluation. Burden of proof that product offered for consideration is equivalent or superior to that specified rests on submitter and same shall be responsible for furnishing products meeting or exceeding Specification if substitution is allowed.

#### 2.04 PRODUCTS NOT SPECIFIED BY NAME

All products not specified by name shall be as manufactured by a reputable manufacturer and shall conform to normal construction standards of quality.

#### 2.05 PRODUCTS IN OTHER SECTIONS OF SPECIFICATIONS

Refer to other Sections of these Specifications for additional product requirements.

## **PART 3 – EXECUTION**

### **3.01 SITE INSPECTION/EXISTING CONDITIONS**

Prospective Contractors are strongly advised to visit the site prior to bidding, inspect the existing conditions at this facility, and satisfy themselves as to the difficulties attendant to the accomplishment of this Project as designed. Failure to do so will not relieve the Contractor from the responsibility to provide the complete electrical system as required under these conditions.

### **3.02 ADDITIONS AND CHANGES**

- A. The accompanying Drawings show approximate locations of feeders, branch circuits, fixtures, apparatus, etc. The Drawings are largely diagrammatic and should not be scaled for exact locations; refer to Engineers Drawings for dimension.
- B. The Contractor shall review and study Drawings and details shown on Architectural, Structural, and Mechanical Drawings, on Equipment Manufacturer's Shop Drawings, and on Equipment Rough-in-Drawings for dimensions and locations before installation. Field connections, non-interference with other utilities and trades, and architectural, structural, and mechanical features will determine exact locations.
- C. Should any discrepancy appear on Drawings, or between Drawings and Specifications, bring same to attention of the Engineer prior to signing of Contract. Failing this, comply with interpretation rendered by Engineer.
- D. In the event conflicts occur necessitating departures from Drawings, submit report including details of planned departure and reasons therefore as soon as practicable for review by Engineer. Do not proceed without consent of the Engineer.

### **3.03 SUPERVISION**

- A. The Contractor shall provide competent supervision of the Work done from beginning to completion and final acceptance. To the best of his ability he shall keep the same foreman and workmen through the Project duration.
- B. During the progress of the Work it shall be subject to inspection by the representative of the Engineer, and at these specified times, the Contractor shall furnish required information.

### **3.04 CLEANING UP**

Upon completion of all installation, lamping, and testing, thoroughly inspect all exposed portions of the electrical installation and completely remove all exposed labels, soil, makings, and foreign materials.

### 3.05 TEST

- A. After installation is complete and at such time as the Engineer may direct, the Contractor shall conduct an operating test for approval. Equipment shall be demonstrated to operate in accordance with requirements of these Specifications.
- B. The test shall be performed in the presence of Engineer. The Contractor shall furnish all instruments and personnel required for the test.

### 3.06 RECORD DRAWINGS

If required under other Divisions of the Specifications, the Contractor shall maintain a "clean" copy of the Electrical Drawings on the job site upon which he will record any significant changes from installation shown on the Drawings for the purpose of preparing Record Drawings.

**END OF SECTION 16010**