



PLANS, SPECIFICATIONS
AND
CONTRACT DOCUMENTS

FOR

**BOILER TUBE REPAIRS - UNIT #3 - WEST WALL & EAST WALL
D.G. HUNTER GENERATING STATION**

CITY OF ALEXANDRIA BID PROPOSAL #1860

CITY OF ALEXANDRIA, LOUISIANA
(OWNER)

UTILITIES DIVISION

MAYOR

JACQUES M. ROY

COUNCIL MEMBERS

ROOSEVELT L. JOHNSON – PRESIDENT
ED LARVADAIN, III – VICE PRESIDENT
JAMES "JIM" VILLARD - COUNCILMAN AT LARGE

ED LARVADAIN, III - DISTRICT 1
MITZI GIBSON - DISTRICT 2
JONATHAN D. GOINS – DISTRICT 3
HARRY B. SILVER – DISTRICT 4
CHARLES L. "CHUCK" FOWLER – DISTRICT 5

CITY OF ALEXANDRIA
ELECTRIC PRODUCTION DEPARTMENT
1011 NORTH THIRD STREET, ALEXANDRIA, LA 71301
P.O. BOX 71, ALEXANDRIA, LA 71309-0071
(318) 473-1225

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UTILITIES DIVISION**#1860 BOILER TUBE REPAIRS - UNIT #3 - WEST WALL & EAST WALL
D.G. HUNTER GENERATING STATION**

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ADVERTISEMENT FOR BID

CITY OF ALEXANDRIA, LOUISIANA
UTILITY DIVISION

**BOILER TUBE REPAIRS - UNIT #3 - WEST WALL & EAST WALL
D.G. HUNTER GENERATING STATION (BID #1860)**

Separate sealed bids for, **Boiler Tube Repairs - Unit #3 - West Wall & East Wall - D.G. Hunter Generating Station (BID #1860)**, will be received by the CITY OF ALEXANDRIA at the CITY COUNCIL MEETING CHAMBERS, ALEXANDRIA CITY HALL, ALEXANDRIA, LOUISIANA, until **TEN (10) O'CLOCK A.M. CDT; on TUESDAY, SEPTEMBER 6, 2011**, and then at said office publicly opened and read aloud. The complete Bid Documents may be requested from:

CITY OF ALEXANDRIA
PURCHASING DEPARTMENT
2021 INDUSTRIAL PARK ROAD, BUILDING WH
ALEXANDRIA, LOUISIANA 71303
PHONE: (318)441-6182 OR (318)473-1225
or Email written request to sue.ducote@cityofalex.com

Copies may be obtained at the PURCHASING DEPARTMENT, 2021 Industrial Park Road, Building WH, Alexandria, LA 71303. The OWNER reserves the right to reject any or all bids. No bidder may withdraw his Bid within thirty (30) days after the actual date of the opening thereof.

Pursuant to Section 10.6 of the City of Alexandria Code of Ordinances, all Bidders shall be licensed in the classification of Specialty: Furnish & Install Furnaces, Incinerator Refractory, Boilers & Acid Proofing & Heat Exchange; Specialty: Industrial Piping.

A Bid Bond in the amount of five percent (5%) of the Total Lump Sum Base Bid is required. The successful Bidder will be required to furnish Performance and Payment Bonds in the amount of one hundred percent (100%) of Total Lump Sum Base Bid.

Note: A mandatory pre-bid conference shall be held on Thursday, August 18, 2011, at 10:00 AM CDT, at the D.G. Hunter Generating Station, located at 1011 North Third Street, Alexandria, LA 71301. A site tour will follow the pre-bid conference. All vendors wishing to submit bid proposals for this project MUST ATTEND this pre-bid conference. Failure to do so shall constitute grounds for automatic bid rejection.

Address for Postal Delivery:

CITY OF ALEXANDRIA, LA
MS. NANCY THIELS, CITY CLERK
P.O. BOX 71
ALEXANDRIA, LA 71309-0071

Address for Courier or Overnight Delivery:

CITY OF ALEXANDRIA, LA
MS. NANCY THIELS, CITY CLERK
915 THIRD STREET
ALEXANDRIA, LA 71301
PHONE: 318-449-5047

Address for Electronic Bid Submission:

www.bidsync.com

PLEASE PUBLISH THREE (3) TIMES:

JULY 29, 2011
AUGUST 5, 2011
AUGUST 12, 2011

**#1860 - Boiler Tube Repairs - Unit #3 - West Wall & East Wall
D.G. Hunter Generating Station**

BID FORM

BID BOND

PERFORMANCE & PAYMENT BOND

AGREEMENT BETWEEN OWNER & CONTRACTOR

NOTICE OF AWARD

NOTICE TO PROCEED

BID FORM

TO: City of Alexandria
915 Third Street
Alexandria, LA 71309-0071

BID FOR: Boiler Tube Repairs - Unit #3 -
West Wall & East Wall
D.G. Hunter Generating Station
Bid #1860

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.

The Bidder acknowledges receipt of the following **ADDENDA**:

No.____ Dated:_____

No.____ Dated:_____

No.____ Dated:_____

No.____ Dated:_____

TOTAL BASE BID:

For all work required by the Bidding Documents for the sum of: (\$_____)

Dollars

Written Amount

Name of Firm or Joint Venture:_____ **Contractor's License No.**_____

Signature of Bidder:**_____

Name of Bidder:_____ **Title of Bidder:**_____

Address of Bidder:_____

City/State/Zip:_____

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the CITY OF ALEXANDRIA, 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 _____, 2010. The condition of the above obligation is such that whereas the Principal has submitted to the CITY OF ALEXANDRIA, a BID, attached hereto and hereby made a part thereof, to enter into a contract in writing, for the

**Boiler Tube Repairs - Unit #3 - West Wall & East Wall
D.G. Hunter Generating Station**

NOW THEREFORE,

- a. If said BID shall be rejected, or
- b. I said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Agreement attached 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 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 present sot be signed by their proper officers, the day and year first set forth above.

_____ PRINCIPAL

By: _____

_____ TITLE

_____ SURETY

By: _____

_____ TITLE

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and must be authorized to transact business in Louisiana, and the bond shall be countersigned by a resident agent domiciled in and who is licensed to do business in the State of Louisiana.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that _____

(Insert the name and address or legal title of the Contractor)

hereinafter called PRINCIPAL, and _____

(Insert the legal title of SURETY)

hereinafter called SURETY, are held bound unto the City of Alexandria, P.O. Box 71 Alexandria, Louisiana, hereinafter called OWNER, in the total aggregate penal sum of

DOLLARS (\$ _____), for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain CONTRACT with the OWNER, date the _____ Day of _____, 2010 a copy of which is attached and made part hereof for the construction of:

Boiler Tube Repairs - Unit #3 - West Wall & East Wall - D.G. Hunter Generating Station

NOW THEREFORE, if the PRINCIPAL shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms conditions and agreements of said CONTRACT during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the one (1) year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such CONTRACT, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, further, that the said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the WORK to be performed there under, or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the CONTRACT or to the WORK or to the SPECIFICATIONS.

PROVIDED, further, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the CONTRACT not increasing the CONTRACT PRICE more than ten (10%) percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT BOND, and whether referring to this BOND , the CONTRACT DOCUMENTS shall include any alteration, addition, extension, or modification of any character whatsoever.

PERFORMANCE BOND

PROVIDED, further, that final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ Day of _____, 2010.

(SEAL)

(PRINCIPAL)

BY: _____

(Witness to Principal)

(Address)

(Address)

(SEAL)

SURETY

BY: _____

(Witness to Surety)

(Address)

(Address)

NOTE: Date of BOND shall not be prior to date of CONTRACT. If CONTRACTOR is partnership, all partners shall execute BOND.

Countersigned by Louisiana Resident Agent

By: _____

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS that _____

(Insert the name and address or legal title of the CONTRACTOR)

hereinafter call PRINCIPAL, and _____

(Insert the legal title of SURETY)

hereinafter called SURETY, are held bound unto the City of Alexandria, Post Office Box 71309-0071, Alexandria, Louisiana, hereinafter called OWNER, and unto all persons, firms and corporations who or which may furnish labor, or who furnish materials to perform as described under the CONTRACT and to their successors and assigns in the total aggregate penal sum of:

_____ DOLLARS (\$ _____), in lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain CONTRACT with the OWNER, dated the _____ day of _____, 2007 a copy of which is attached hereto and made a part hereof for the construction of

Boiler Tube Repairs - Unit #3 - West Wall & East Wall - D.G. Hunter Generating Station

NOW THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such CONTRACT, and any authorized extensions or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, diesel, coal, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for labor cost incurred in such WORK including that by a SUB-CONTRACTOR, and to any mechanic or materialman lienholder, whether it acquires its lien by operation of State or Federal Law; then this obligation shall be void, otherwise, to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, corporations having a direct CONTRACT and the PRINCIPAL OR ITS SUBCONTRACTORS.

PROVIDED, further, that the SURETY for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the CONTRACT or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect this obligation on the BOND, and it does hereby waive notice of any such change, extensions of time, alteration or addition to the terms of this CONTRACT or to the WORK or to the SPECIFICATIONS.

PROVIDED, further, that no suit or action shall be commenced hereunder by any claimant: (a) unless claimant, other than one having a direct CONTRACT with the PRINCIPAL, shall have given written notice to any two (2) of the following:

The PRINCIPAL, the OWNER, or the SURETY above named, within ninety (90) days after such claimant did or performed the last of the WORK or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the WORK or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction or business, or served in any manner which legal process may be served in the state in which the aforesaid project is located; save that such service need not be made by a public officer; (b) after PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction, such limitation shall be deemed to be amended so as to be equal to the minimum

PAYMENT BOND

period of limitation permitted by such law.

PROVIDED, further, that it is expressly agreed that this BOND shall be deemed automatically and immediately, without formal and separate amendments hereto, upon amendment to the CONTRACT not increasing the CONTRACT PRICE more that ten (10%) percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The "Amendment", wherever used in this BOND and whether referring to this BOND, the CONTRACT or the Loan DOCUMENTS shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, further, that no final settlement between the OWNER and PRINCIPAL shall abridge the right of any beneficiary hereunder, whose claim may be satisfied.

WITNESS WHEREOF, this instrument is executed in THREE (3) counterparts, each of which shall be deemed an original, this the _____ day of _____, 2010.

(SEAL)

PRINCIPAL

BY: _____

(Witness to Principal)

(Address)

(Address)

(SEAL)

SURETY

BY: _____

(Witness to Surety)

(Address)

(Address)

NOTE: Date of BOND shall not be prior to date of CONTRACT. If CONTRACTOR is partnership, all partners shall execute BOND.

Countersigned by Louisiana Resident Agent

By: _____

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This AGREEMENT is dated as of the _____ day of _____ in the year 2011, by and between the CITY OF ALEXANDRIA (herein called OWNER) and _____ (herein called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all WORK as specified in the Contract Documents. The WORK is generally described as follows:

Boiler Tube Repairs - Unit #3 - West Wall & East Wall - D.G. Hunter Generating Station

Work shall include all labor, materials, hardware, and supervision necessary to complete installation and replacement of boiler tubes as specified in the bid documents, to include testing of new equipment, written warranty, removal and disposal of the existing boiler tubes being replaced in accordance with DEQ and EPA regulations.

Article 2. CONTRACT TIME

2.1 The WORK will be substantially completed within ___(TBD)___ Working Days from the date when the Contract Time commences to run as provided in Paragraph 3.9 of the City of Alexandria's Standard General Provisions.

2.2 The maximum term of this contract shall be twelve (12) months from the date of its initial execution.

Article 3. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the WORK on a UNIT PRICE basis in accordance with the Contract Documents.

Article 4. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Section 12 of the City of Alexandria's Standard General Provisions. Applications for Payment will be processed by ENGINEER as provided in the City of Alexandria's Standard General Provisions.

4.1 Progress Payments: OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, or on about the thirtieth (30) day following receipt by the OWNER. Applications for progress payments less than \$5,000.00 shall be accumulated until the next payment period or until final payment.

4.1.1 Progress payments will be based upon estimated quantities of completed unit price items or upon estimated percentages of completion of the scheduled lump sum values of labor and materials incorporated into the work on the last day of each month or their mutually agreed regular monthly date ending the progress payment period.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

4.2 Retainage: Retainage shall be withheld and payments will be made by the OWNER in the payment amount of ninety (90%) percent of the approved payment applications on a Contract amount of less than five hundred thousand dollars (\$500,000) and in the payment amount of ninety-five (95%) percent of the approved payment applications on a Contract amount of five hundred thousand dollars (\$500,000) or more.

4.3 Final Acceptance and Final Payment: Upon the final completion of all WORK and upon completion of the lists of items to be completed or corrected which accompanied the Certificate of Substantial Completion, the Contractor may request a final inspection and may make a final application for payment as provided by Section 12 of the City of Alexandria's Standard General Provisions, upon the OWNER'S certificate of final acceptance.

4.3.1 Final acceptance of the WORK, based upon the certificate of final acceptance, shall be by resolution of the OWNER.

4.3.2 The resolution of final acceptance is then filed by the OWNER with the Recorder of Mortgage of the Parish. This begins the not-less-than forty five (45) day lien period as prescribed for public works by Louisiana Revised Statutes 38:2248.

4.3.3 At the expiration of the lien period it is the CONTRACTOR'S responsibility to obtain a certificate from the Recorder of Mortgages of the Parish that the Contract is clear of any liens or privileges, and said certificate shall be presented to the OWNER, along with final estimate for payment and release of retainage, less any such sums as may be lawfully withheld under Contract of processing with the OWNER.

Article 5. CONTRACTOR'S REPRESENTATION

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

5.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, WORK, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the WORK.

5.2 CONTRACTOR has reviewed and noted all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site. No additional examinations, investigations, explorations, tests, reports studies or similar information or data in respect of said Underground Facilities are or will be required by Contractor in order to perform and furnish the WORK at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the General Conditions, except careful construction practices diligently carried out in conscious effort to search out, locate and protect all probable existing Underground Facilities within reasonable proximity of the proposed work.

5.3 CONTRACTOR has given the OWNER'S Representative written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and written resolution thereof by OWNER is acceptable to CONTRACTOR.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

Article 6. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR concerning the WORK consists of the following:

- 6.1 This Agreement,
- 6.2 Supplementary Instructions to Bidders,
- 6.3 General Requirements,
- 6.4 Bid Forms,
- 6.5 BID, PERFORMANCE and PAYMENT BONDS
- 6.6 Notice of Award,
- 6.7 Notice to Proceed,
- 6.8 The City of Alexandria's Standard General Provisions.

There are no Contract Documents other than those listed above in this Article 6.

Article 7. MISCELLANEOUS

7.1 Terms used in this Agreement which are defined in Section 1 of the City of Alexandria's Standard General Provisions will have the meanings indicated in the City of Alexandria's Standard General Provisions.

7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), 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 General Documents.

7.3 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 of all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in quadruplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and one counterpart recorded with the Parish Clerk of Court.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement will be effective on _____, 2011.

CONTRACTOR: _____

BY: _____

ATTEST: _____

Address for giving notices:

ATTEST: _____

OWNER: CITY OF ALEXANDRIA, LOUISIANA

BY: _____
Jacques M. Roy, Mayor

ATTEST: _____

ATTEST: _____

NOTE: If Contractor is a corporation, a certified copy of a corporate resolution of the Board of Directors of the Corporation authorizing an officer of the Corporation to execute the Agreement contained within this document on behalf of the Corporation must be attached.

NOTICE OF AWARD

DATED: _____

TO: _____

ADDRESS: _____

PROJECT: **Boiler Tube Repairs - Unit #3 - West Wall & East Wall - D.G. Hunter Generating Station**

You are notified that your Bid dated _____ for the above Project has been considered. You are the apparent successful BIDDER and have been awarded a contract for your Base Bid of _____ Dollars, (\$_____). Two (2) copies of the proposed Agreement accompany this Notice of Award. Two (2) sets of the balance of the Contract Documents will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen (15) days of the date of this Notice of Award, that is by _____:

1. You must deliver to the OWNER, THREE (3) fully executed counterparts of the Agreement.
2. You must deliver with the executed Agreement, the Contract Security (Bonds) as specified in Section 2 (Instructions to Bidders) and related Supplements, and Section 3 (Award and Execution of Contract) of the City of Alexandria's Standard General Provisions.
3. You must deliver with the executed Agreement, the certificates of insurance coverage as specified in the City of Alexandria's Standard General Provisions (Paragraph 6.1, 6.2, and 6.3) and as further specified in the Supplementary Provisions.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security or guaranty forfeited.

OWNER: CITY OF ALEXANDRIA, LOUISIANA

BY: _____

JAMES ANDRUS
SUPERINTENDENT
ELECTRIC PRODUCTION DEPARTMENT
CITY OF ALEXANDRIA, LA

I have received the notification of award for the above referenced project.

Authorized Company Representative

Date

After signing, please return FAX to James Andrus at (318) 473-1300

NOTICE TO PROCEED

DATED _____

TO: _____

ADDRESS: _____

PROJECT: **Boiler Tube Repairs - Unit #3 - West Wall & East Wall - D.G. Hunter Generating Station**

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2011, on or before _____, 2011, and you are to complete the WORK within TBD Working Days thereafter.

(1) Notify Electric Production Department, City of Alexandria as to date crews will move to the site so as to coordinate field control and layout work.

(2) Provide Electric Production Superintendent with detailed plan to begin and accomplish project.

OWNER: CITY OF ALEXANDRIA, LOUISIANA

BY: _____

JAMES ANDRUS
SUPERINTENDENT
ELECTRIC PRODUCTION DEPARTMENT
CITY OF ALEXANDRIA, LA

**#1860 - Boiler Tube Repairs - Unit #3 - West Wall & East Wall
D.G. Hunter Generating Station**

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

PURCHASING POLICIES & PROCEDURES

BID SPECIFICATIONS

LOW FREQUENCY ELECTROMAGNETIC TECHNIQUE INSPECTION
REPORT (LFET - Dated March 9, 2011)

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

CITY OF ALEXANDRIA
UTILITIES DIVISION

BOILER TUBE REPAIRS - UNIT #3 - WEST WALL & EAST WALL D.G. HUNTER GENERATING STATION

ARTICLE 1 - GENERAL

1.1 These supplementary Instructions to Bidder amend or supplement the Instruction to Bidders included in Division 2 - "Instructions To Bidders" of the City of Alexandria's Standard General Provisions included elsewhere herein as indicated below. All instructions which are not amended or supplemented remain in force and effect.

ARTICLE 2 - AMENDMENT OR SUPPLEMENTS

1. Copies of Bidding Documents:

1.1 Complete sets of the Bidding Documents in the number stated in the Advertisement or Invitation to Bid may be obtained from the City of Alexandria Purchasing Department or Electric Production Department.

1.2 Complete sets of the Bidding Documents must be used in preparing Bids; the OWNER will not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

1.3 **Each Bidder shall submit the Bid Form and Bid Bond Form as received in these Bidding Documents. Sealed bids shall be submitted to the City of Alexandria - City Hall - Attention City Clerk as per these bid specifications.**

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

2. Examination of Contract Documents and Site:

2.1 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 Work, (c) consider federal, state and local Law and Regulations that may affect cost, progress, performance or furnishing of WORK, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify OWNER'S engineer of all conflicts, errors or discrepancies in the Contract Documents.

2.2 Information and dates reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to the OWNER 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 in the Supplementary Conditions.

2.3 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 Section 5 of the City of Alexandria's Standard General Provisions.

2.4 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 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.

2.5 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.

2.6 The lands upon which the WORK is to be performed, rights-of-way and easements for access thereto and other land 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 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 Contract Documents.

2.7 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 2, 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 Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of WORK.

2.8 A mandatory Pre-bid Meeting will be held at the City of Alexandria Electric Production Department, located at 1011 North Third Street, Alexandria, LA 71301, at the date and time specified in the Advertisement For Bid. Contractors who are not in attendance at the Pre-bid Meeting will not be considered and their bids will be returned unopened.

3. Interpretations and Addenda:

3.1 All questions about the meaning or intent of the Contract Documents are to be directed to the Superintendent of the Electric Production Department, City of Alexandria, Louisiana. Interpretations or clarifications considered necessary by said staff in response to such questions will be issued by Addenda mailed and/or emailed to all parties recorded by OWNER 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.

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

4. Contract Time:

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

5. Liquidated Damages:

5.1 Provisions for liquidated damages, if any, are set forth in Paragraph 10.5 of the City of Alexandria's Standard General Provisions.

5.2 The Superintendent of the Electrical Production Department, City of Alexandria will furnish the CONTRACTOR a statement, at least monthly, showing the number of days charged to the contract for the preceding period and the number of days specified for completion of the Contract. The CONTRACTOR will be allowed ten (10) days in which to file a written protest stating for in what respect said monthly statement is incorrect; otherwise, the statement shall be deemed to have been accepted by the CONTRACTOR as correct.

5.3 If a protest is filed by the CONTRACTOR, the Superintendent will conduct such reviews and investigations as required to rule on the protest within thirty (30) days from the date the statement is furnished to the CONTRACTOR. The number of days charged as listed, or revised within the allotted time, shall become final at the end of this thirty (30) day period, subject to change only through legal action or arbitration as provided under this Contract.

6. Modifications and Withdrawal of Bids: In addition to provisions contained in Paragraph 2.9 of the City of Alexandria's General Provisions, the following will apply:

6.1 Bids may be modified or withdrawn by an appropriate document duly executed (in 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.

6.2 If, within forty-eight 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 his Bid and the Bid Security will be returned as provided by Louisiana Revised Statutes 38.2214A.(3). Thereafter, the Bidder will be disqualified from future bidding on the Contract.

7. Opening of Bids: Bids will be opened and (unless obviously non-responsive) read aloud publicly. An abstract of the amounts of the Base Bids and Major alternatives (if any) will be made available to Bidders after the opening of Bids.

8. Bids to Remain Subject to Acceptance: All bids will remain subject to acceptance for thirty (30) days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

9. Award of Contract:

9.1 For reasons of just cause, as provided by Louisiana Revised Statutes 38.2214A., the OWNER reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the WORK with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalance 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 thereof shall be given. Bids may be considered irregular and subject to rejections if they show serious omission, unauthorized alteration of form, unauthorized alternate bids, incomplete or unbalanced unit prices, or irregularities of any kind. Also, OWNER reserves the right to reject the Bid of any Bidder if OWNER BELIEVES that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsible or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER.

9.2 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.

9.3 OWNER may conduct 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 Contract Documents to OWNER'S satisfaction within the prescribed time.

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

9.5 If the Contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within thirty (30) days after the day of the Bid opening.

10. Contract Security:

10.1 Paragraph 3.5 of the City of Alexandria's Standard General Provisions 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.

10.2 In addition to their requirements in Paragraph 3.5 of the City of Alexandria's Standard General Provisions, 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).

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 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. Bonds shall be countersigned by a person who is contracted with the surety company as an agent, and who is licensed as an insurance agent in Louisiana and who resides in Louisiana, as provided by Louisiana Revised Statutes 38.2216A.(2).

F. 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

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

11. Signing of Agreement: Requirements related to Award and Execution of Agreements is contained in Section 3 - "Award and Execution of Contract" of the City of Alexandria's Standard General Provisions.

12. Retainage: Requirements related to retainage included in Paragraph 12.1.1 of the City of Alexandria's Standard General Provisions is expanded to include the following:

12.1 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 of \$500,000.00.

12.2 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 \$500,000.00 or more.

13. Contractor's License Certification: If the bid submitted for this project exceeds fifty thousand dollars or more, the Bidder shall certify that he is duly licensed under L.R.S. 37:2150-2163 and show his license number on the bid envelope.

14. Issuance of Bidding Documents:

14.1 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. 37.2162(b).

14.2 Bids shall be received from Bidders only on the Bid Form in the Bidding Documents which are issued to him in his name, as provided in the Louisiana Revised Statutes R.S. 37:2162 (b). A single bid shall be submitted for all portions of the Contract Work.

15. Issuance of Addenda Deadline: No addenda will be issued within seventy two (72) hours of the advertised bid time, exclusive of Saturdays, Sundays and legal holidays without automatically extending the bid period for exactly one (1) week unless designated otherwise for up to thirty (30) days, as provided by Louisiana Revised Statutes R.S. 38:2212(c).

16. Bids to Remain Open:

16.1 As provided by Louisiana Revised Statute 38:2215A., all Bids shall remain open for thirty (30) calendar days after the day of the Bid opening on normal projects and for one hundred and eighty (180) calendar days after the day of the Bid opening on projects financed by property assessments, but OWNER may, at its sole discretion, release any Bid and return the Bid Security prior to that date. This project is not an assessment project.

16.2 Extensions of time when Bids shall remain open beyond the thirty (30) day period (180 day period in the case of an assessment project) may be made only by mutual agreement between the OWNER, the apparent successful Bidder, and the Surety for the apparent successful Bidder.

17. Discrepancies on Bid Form:

17.1 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.
- B. In case of discrepancy between unit price and extended price, the unit price will govern.
- C. Apparent errors in extension of unit prices will be corrected; and
- D. Apparent errors in addition of lumps sum and extended prices will be corrected; and
- E. Discrepancies between words and figures will be resolved in favor of words.

17.2 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.

PURCHASING POLICIES & PROCEDURES

CITY OF ALEXANDRIA
UTILITIES DIVISION

BOILER TUBE REPAIRS - UNIT #3 - WEST WALL & EAST WALL D.G. HUNTER GENERATING STATION

1. PURCHASING DEPARTMENT POLICIES AND PROCEDURES

- a. Any manufacturer's preference in this proposal is descriptive, but non-restrictive, and is used only to indicate minimum requirements for type, grade and quality unless otherwise specified.
- b. Pursuant to LSA R.S. 38-2212 A.(1)(b), the provisions and requirement of this bid shall not be considered as informalities and shall not be waived by the City of Alexandria. Therefore, conditions and specifications on this bid form shall be strictly enforced and any and all alterations, deviations, and non-compliance to said conditions and specifications, either on the bid form or by separate attachment, shall be grounds for immediate disqualification.
- c. Preference shall be given to bidders quoting F.O.B. Destination (the City of Alexandria using department), FREIGHT PREPAID, unless otherwise requested.
- d. Each bidder shall submit his proposal on the proposal form furnished by the City of Alexandria Purchasing Department. Altered or substitute forms shall not be accepted. Bid forms must be complete and concise. The complete bid form must be returned as issued by the City with all pages intact and all specification response columns filled in. Incomplete columns or missing pages, to include addendum pages, shall result in the vendor's entire bid package being rejected.
- e. Literature, brochures, and other related paperwork attached to the bid shall be identified with the name of the bidder and the bid item number.
- f. In case of a discrepancy between unit price and extensions, the unit price shall prevail.
- g. Pursuant to LSA R.S. 38-2212 A.(2), the bid specifications may contemplate a fixed escalation or de-escalation in accordance with the United States Bureau of Labor Statistic's Consumer Price Index and/or Wholesale Price Index. Bids based on specifications which are subject to a recognized escalation index shall be legal and valid.
- h. The City of Alexandria reserves the right to award by item or by total bid, unless otherwise specified in the bid specifications. (Price(s) should be itemized.)
- i. All erasures and corrections on the bid form shall be initialed.
- j. The City of Alexandria reserves the right to reject for cause any and all bids or parts of bids, or accept bids most beneficial to the City.
- k. Any bid submitted which contains unauthorized additions, conditional or alternate bids, or irregularities which may make the proposal incomplete, indefinite, or ambiguous as to its meaning, this requiring clarification after the specified date and time of bid opening shall be automatically rejected.
- l. Bids shall be opened publicly in the City Council Chambers. Bids shall be available for public inspection.

PURCHASING POLICIES & PROCEDURES (Continued)

- m. Cash discounts shall be accepted, but SHALL NOT be considered in making award.
- n. A written notice of acceptance mailed or otherwise furnished to the successful bidder shall result in a binding contract without further action by either party.
- o. The City of Alexandria reserves the right to require that a written contract shall be executed by and between the City of Alexandria and the Contractor. No contract shall be binding upon the City until it has been executed by the City and delivered to the successful bidder. Should the bidder to whom the contract is awarded fail to execute the contract, the award shall then be made to the next lowest responsible bidder, or re-advertised for public bid, said decision to be in the sole judgment of the City of Alexandria.
- p. The City of Alexandria shall pay for articles or services purchased under this bid within thirty (30) days after due and proper delivery accompanied by invoice.
- q. Note: The City of Alexandria is exempt from all taxes. A tax exempt form shall be furnished by the City of Alexandria Purchasing Department, if requested.
- r. Bidder(s) awarded item(s) by the City of Alexandria shall be responsible for supplying all products at the awarded price(s); if not, the City of Alexandria shall have the option to cancel the remaining item(s) awarded.
- s. Regarding Service Contracts and Procurement Contracts, the terms of the contract shall be binding upon any and all parties involved until goods and supplies are delivered, services have been rendered, and/or work has been completed and accepted by the Mayor on behalf of the City of Alexandria and all payments required to be made to the contractor have been made. However, a contract may be terminated under any and all of the following conditions:
- (a) By mutual agreement and consent of either party upon thirty (30) days written notice to the other party;
- (b) By the Mayor, on behalf of the City of Alexandria, as a consequence of the failure of the Contractor to comply with the terms and conditions of the contract or the progress or quality of work to be performed in a satisfactory manner, proper allowance being made for circumstances beyond the control of the Contractor; or
- (c) By satisfactory completion of all services and obligations described in the contract. If the contract is terminated for any of the terms and conditions authorized in sub-paragraph (b) above, Contractor shall be formally notified in writing by the City of Alexandria Purchasing Department by means of certified mail informing him of cancellation of the contract, giving specific reasons for said cancellation. Contractor shall have the right to appeal to the City Council within ten (10) days from the date that said notification is placed in the U.S. Mail. Contractor's appeal shall be accomplished by means of a letter addressed to the City Council and delivered to the City Clerk, stating that an appeal to the decision of cancellation is desired. The City Council shall thereafter hold a hearing on the appeal, giving all parties the opportunity to present any and all evidence concerning the decision of cancellation. After hearing the appeal, the City Council may, by a majority vote, sustain, modify, or reverse the findings for said decision and shall provide, if requested by Contractor, a written determination of its findings. The findings of the City Council shall be final, subject to any applicable legal process.

PURCHASING POLICIES & PROCEDURES (Continued)

t. Contractors submitting bids for Public Works Construction Projects in excess of \$1.00 must show his Contractor's License Number on the front of the Bid Envelope, except for certain projects for which a Contractor's License is not required by the State Contractor's Licensing Board. Failure to comply with this directive shall result in automatic bid rejection, furthermore, any contractor who submits a bid for a type of construction for which he is not properly licensed shall be acting in violation of LA R.S. 37:2163 and shall be subject to all provisions for violation and penalties thereof. Contractors who are owned by, and are submitting a bid as a subsidiary of a parent company, whose name is listed in the State of Louisiana's Roster of Licensed Contractors, may do so by including a letter of proof of ownership from the parent company with the submitted bid package. The letter must be signed as per LA R.S. 38:2212 A (1)(c)(i) (see item #21.)

u. All bids shall be signed by hand and in ink by an authorized company representative per LA R.S. 38:2212 A (1)(c)(i) which states: Evidence of agency, corporate, or partnership authority shall be required for submission of a bid. The authority of the signature of the person submitting the bid shall be deemed sufficient and acceptable if the following conditions are met: The signature on the bid is that of an authorized representative of the corporation, partnership, or other legal entity and the bid is accompanied by a corporate resolution, certification as to the corporate principal, or other documents indicating authority which are acceptable to the public entity. Signature must be legible.

v. In-State Preferences shall not apply to procurements involving Federal Funds.

w. "Pursuant to Louisiana R.S. 38:2212, Paragraph A.(1)(b), the provisions and requirement of this bid shall not be considered as informalities and shall not be waived by the City of Alexandria." The enactment of this measure requires that conditions and specifications on the bid form shall be strictly enforced and that alterations, deviations and non-compliance to said conditions and specifications shall not be allowed. Therefore, any alterations, deviation or non-compliance submitted with a bid, either on the bid form or by separate attachment, shall be grounds for immediate disqualification.

x. "Any bid submitted which contains unauthorized additions, conditions alterations, or irregularities which make the proposal incomplete, indefinite or ambiguous as to its meaning, requiring clarification after the specified date and time of bid opening shall be automatically rejected."

The requirement specified in this paragraph is significant in that any information necessary as explanation of any portion of a bid AFTER the bid opening date and time must automatically disqualify the entire bid from being considered. Therefore, it is essential that bidder communicate with proper City personnel prior to the bid opening on aspects of the General Conditions and/or specifications that are unclear.

The City of Alexandria Purchasing Department pledges to take every means necessary to ensure that all bids are as concise and as articulate as possible, so that bidders shall not feel compelled to alter or deviate from the bid as specified. Personnel within the Purchasing Department shall also do everything possible to offer for consideration very distinct and understandable language within each bid, so that no post-bid clarification is necessary.

Therefore, it is of the utmost importance for each bidder to very carefully read each bid in its entirety to guarantee its submission of an accurate, proper, and compliant bid.

2. **AFEAT (Alexandria Fairness, Equality, Accessibility, and Teamwork Program)**

Under the City's *AFEAT (Alexandria Fairness, Equality, Accessibility, and Teamwork Program)*, participation by minority and/or disadvantaged business enterprise firms is encouraged. The *AFEAT* Program should be inquired about through the Division of Finance.

Alexandria Fairness, Equality, Accessibility and Teamwork Program (AFEAT)

Dear Vendor:

Under the City's *AFEAT (Alexandria Fairness, Equality, Accessibility, and Teamwork Program)*, participation by minority and/or disadvantaged business enterprise firms is encouraged. The AFEAT Program should be inquired about through the Division of Finance. The goals for qualifying disadvantaged, minority and female owned business in the use of professional service agreements with prime contractors will help effectuate the goals of increasing: the competitive viability of small business, minority, and women business enterprise by providing contract, technical, educational, and management assistance; business ownership by small business persons, minority persons, and women (including professional service opportunities); and the procurement by the City of professional services, articles, equipment, supplies, and materials from business concerns owned by small business concerns, minority persons, and women.

Prime contractors offering subcontracting should take specific action to ensure that a bona fide effort is made to achieve maximum results towards meeting the established goals. Primes shall document efforts and shall implement steps at least as extensive as the following in a good faith effort to reach or exceed the established goals:

- A. Establish and maintain a current list of minority and female owned businesses in Alexandria, in Rapides Parish, and in the State of Louisiana.*
- B. Document and maintain a record of all solicitations of offers for subcontracts from minority or female construction contractor and suppliers in Alexandria, in Rapides Parish, and in the State of Louisiana.*
- C. Secure listing of minority and women owned businesses from the City of Alexandria Purchasing Department, the Central Louisiana Business Incubator, and the State of Louisiana Department of Minority Affairs.*
- D. Participate in associations which assist in promoting minority and women owned businesses such as the Central Louisiana Business League, the Central Louisiana Business Incubator, and the Entrepreneurial League System.*
- E. Designate a responsible official to monitor all activity made in the effort to achieve or exceed the established goals; record contacts made, subcontracts entered into with dollar amounts, and other relevant information.*

For more information on AFEAT and the City of Alexandria's Diversity in Action Initiative, and to explore a local and statewide directory of minority businesses, please visit www.diversityinaction.org .

Should you have any questions or comments, please do not hesitate to contact our Finance Department at 318-449-5091 or our Purchasing Department at 318-441-6180.

Sincerely,

City of Alexandria

BID SPECIFICATIONS

CITY OF ALEXANDRIA
UTILITIES DIVISION

BOILER TUBE REPAIRS - UNIT #3 - WEST WALL & EAST WALL D.G. HUNTER GENERATING STATION

1.0 **General:**

- 1.1 The work is located at: D.G. Hunter Power Plant, Unit #3
1011 North Third Street
Alexandria, LA 71303

2.0 **Scope of Work:**

The following lists the scope of work for the replacement of several partial tubes on D.G. Hunter Unit #3 Boiler. This scope of work is based on the LFET report concluded on March 9, 2011 (copy attached).

- 2.1 Replace approximately 30' of boiler tubing for the following seven (7) tubes located on the West Wall of the boiler. These tubes show existing wall thickness of 0.133" or less. Tubes #2, #14, #18, #30, #35, #38 and #45. Tubes will be replaced from 2" past the existing weld joint located in upper section of furnace to under the floor and welded into place. If access will not allow for welding under the floor to stub on header, then weld will be located just above the furnace floor. Tubes will be 2.5" OD x 0.165MW x SA210A1 approximately 30' lengths. Tubes will require one bend under the floor. Bends to be performed by Contractor.
- 2.2 Replace one tube #11 on east wall (burner side) of boiler. Tube will be replaced 5' above the failed location to 5' below the failed location. Failed location is at approximately 18' height of furnace.
- 2.3 Contractor will repair and re-install any buckstays, membranes, supports, refractory, insulation or lagging that was removed and/or damaged during the course of the work.

3.0 **Specifications and Requirements of the Work:**

- 3.1 All repair work must comply with any and all applicable Codes, Standards, and regulations applicable to Power Boilers. It is the obligation of the Contractor to ensure compliance with all applicable national, state, and local Codes, Standards, and/or regulations. A minimum of required specifications is listed below:

3.1.1. ASME Boiler & Pressure Vessel Code:

3.1.1.1. Section 1 - Power Boilers

3.1.1.1.1. Part PG- General Requirement For Construction

BID SPECIFICATIONS (Continued)

3.0 Specifications and Requirements of the Work: (Continued)

- 3.1.1.1.2. Part PW - Requirements for Boiler Fabricated by Welding
 - 3.1.1.2. Section II - Materials
 - 3.1.1.2.1. Part A - Material Specifications for Ferrous Materials
 - 3.1.1.2.2. Part C - Welding Filler Materials
 - 3.1.1.3. Section V - Nondestructive Examination
 - 3.1.1.4. Section IX - Welding and Brazing Qualifications
- 3.1.2. National Board Inspection Code, American National Standard, ANSI / NB-23, The National Board of Boiler & Pressure Vessel Inspectors.
- 3.1.3. Contractor is required to determine if any pre- and/or post-weld heat treatments are required. Contractor must submit pre- and post-weld heat treatment procedures to the Owner for review seven (7) days prior to performing the treatments.
- 3.2 Contractor will provide at their expense, an Authorized Inspector, as per Code, to review and approve the Contractor's National Board R-Stamp certification, review all welding/repair procedures, inspect all welds, and witness and approve post-repair hydrostatic test of the boiler tubes. The Authorized Inspector will submit an independent report of all findings to the Owner.
- 3.3 Prior to commencing work;
 - 3.3.1. Contractor must show proof of National Board R-Stamp, and any other required state/local certification to perform repairs. Contractor will submit proof to Owner seven (7) days prior to commencing work to allow ample time for review.
 - 3.3.2. Contractor will submit Code required Welding procedures, per ASME Code, to the Owner seven (7) days prior to commencing work, to allow ample time for review.
 - 3.3.3. Contractor will submit proof that all welders are certified/qualified to perform repairs on Power Boilers, per ASME Code Section IX, and National Board Inspection Code. This proof will be submitted to the Owner seven (7) days prior to commencing work to allow ample time for review.

BID SPECIFICATIONS (Continued)

3.0 Specifications and Requirements of the Work: (Continued)

3.4 Contractor will submit the final completed R1 form within seven (7) days after completion of work, and before Contractor submits final invoice for payment.

4.0 Other Items:

4.1 The Contractor will be responsible to comply with all OSHA, state, local, City of Alexandria, and D.G. Hunter Generating Station safety procedures and requirements.

4.2 The Contractor is responsible for site cleanliness in the work area. Contractor must clean site to Owner's satisfaction prior to receiving final payment.

4.3 Restrooms, water, break areas, etc., shall be provided by the Contractor.

4.4 Trash shall be disposed of by Contractor.

4.5 Scrap metal bins shall be provided by Owner.

5.0 Insurance Requirement:

- a. INSURANCE: Bidder shall furnish, attached to the bid document, a current copy of his Certificate of Insurance indicating limits of general liability, automobile liability and worker's compensation in force at the time of the bidding. Evidence of reliable insurance to fully indemnify against long-term liabilities shall be part of the evaluation criteria for award of this bid. Certificate of Insurance shall have general aggregate liability of One Million (\$1,000,000.00) Dollars and at least a per person/per occurrence of Five hundred Thousand (\$500,000.00) Dollars. On the Certificate of Insurance for General Liability there shall be a "per project aggregate limit endorsement." Also on the Certificate, the City shall be named as an "additional insured" and state that "a breach of warranty by the named insured shall not be imputed to the City of Alexandria as an additional insured." On the Certificate of Insurance under Worker's Compensation, it shall state that "This is a standard Worker's Compensation Policy", not an "Act 938 Policy." Cancellation of any Certificate of Insurance should require sixty (60) days notice to the City of Alexandria, but under no circumstances less than thirty (30) days notice. Also, the following wording must be removed before acceptance of the Certificate: "Endeavor to" and "But failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives." Certificate holder shall be the City of Alexandria, P.O. Box 71, Alexandria, Louisiana 71309-0071, Attention: Purchasing Manager.



STATE OF THE ART PRODUCTS & SERVICES
FOR NON-DESTRUCTIVE TESTING

LOW FREQUENCY ELECTROMAGNETIC TECHNIQUE

INSPECTION REPORT

OF THE

BOILER # 2

AT

ALEXANDRIA ELECTRIC PRODUCTION

HOLMAN BOILER WORKS, INC.

IN

ALEXANDRIA, LA

BY

TESTEX, INC.

TESTED: MARCH 8, 2011 TO MARCH 9, 2011

AUTHOR: JASEL BOLDEN
HARRY COATES

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Fax: 44-1469-541587

FRANCE

Tel: 33-4-7482-7223
Fax: 33-4-7482-7541

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4.0 TUBE TEST SUMMARY

1.0 INSPECTION SUMMARY

HOLMAN BOILER WORKS, INC. - ALEXANDRIA ELECTRIC PRODUCTION
ALEXANDRIA, LA
BOILER # 2

A partial inspection of the water wall on Boiler #2 was performed by TesTex, Inc. at Alexandria Electric Production in Alexandria, LA on March 8, 2011. This inspection was complete using the TesTex developed *TS – 2000 Digital Inspection System* and the principles of *Low Frequency Electromagnetic Technique*. The results of this inspection are discussed in the following report.

The areas of Boiler # 2 Water Wall that were scanned are as follows:

West Wall Level 1 scanned tubes 1 – 61

West Wall Level 2 scanned tubes 2 – 61

West Wall Level 3 scanned tubes 1 – 61

West Wall Level 4 scanned tubes 1 – 61

East Wall Level 1 scanned tubes 2 – 62

East Wall Level 2 scanned tubes 2 – 12, 31 – 33, 52 – 62

East Wall Level 3 scanned tubes 2 – 12, 31 – 33, 52 – 62

East Wall Level 4 scanned tubes 2 – 12, 31 – 33, 52 – 62

The most significant wall loss was found on Level 4 tube 11 at elevation 18' 3" on the East Wall. This tube showed wall remaining of 0.112". See 4.0 Tube Test Summary and list for more details, any tubes not listed on the Tube Test Summary showed no indication of wall loss greater than 15%. Most flaws indications were localized. All wall loss is based on actual tube thickness. There were areas across from the blowers that had scaling on tubes that had to be scraped off, in order to get good Ultra Thickness readings.

A color-coded Tube Wall Map showing the tube numbering system is provided in *Section 3.0*.

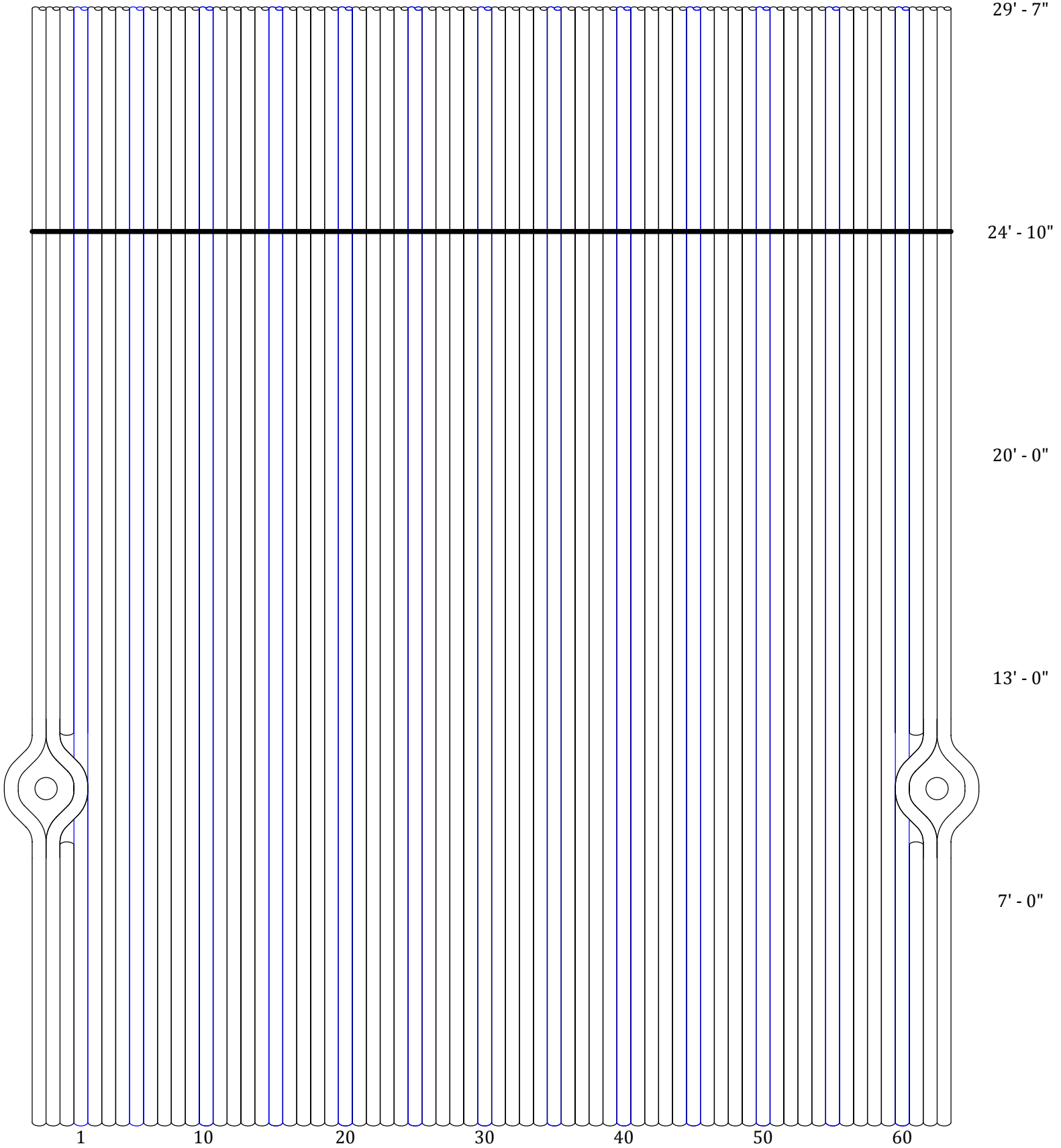
2.0 UNIT DETAILS AND INSPECTION DATA

HOLMAN BOILER WORKS, INC. - ALEXANDRIA ELECTRIC PRODUCTION

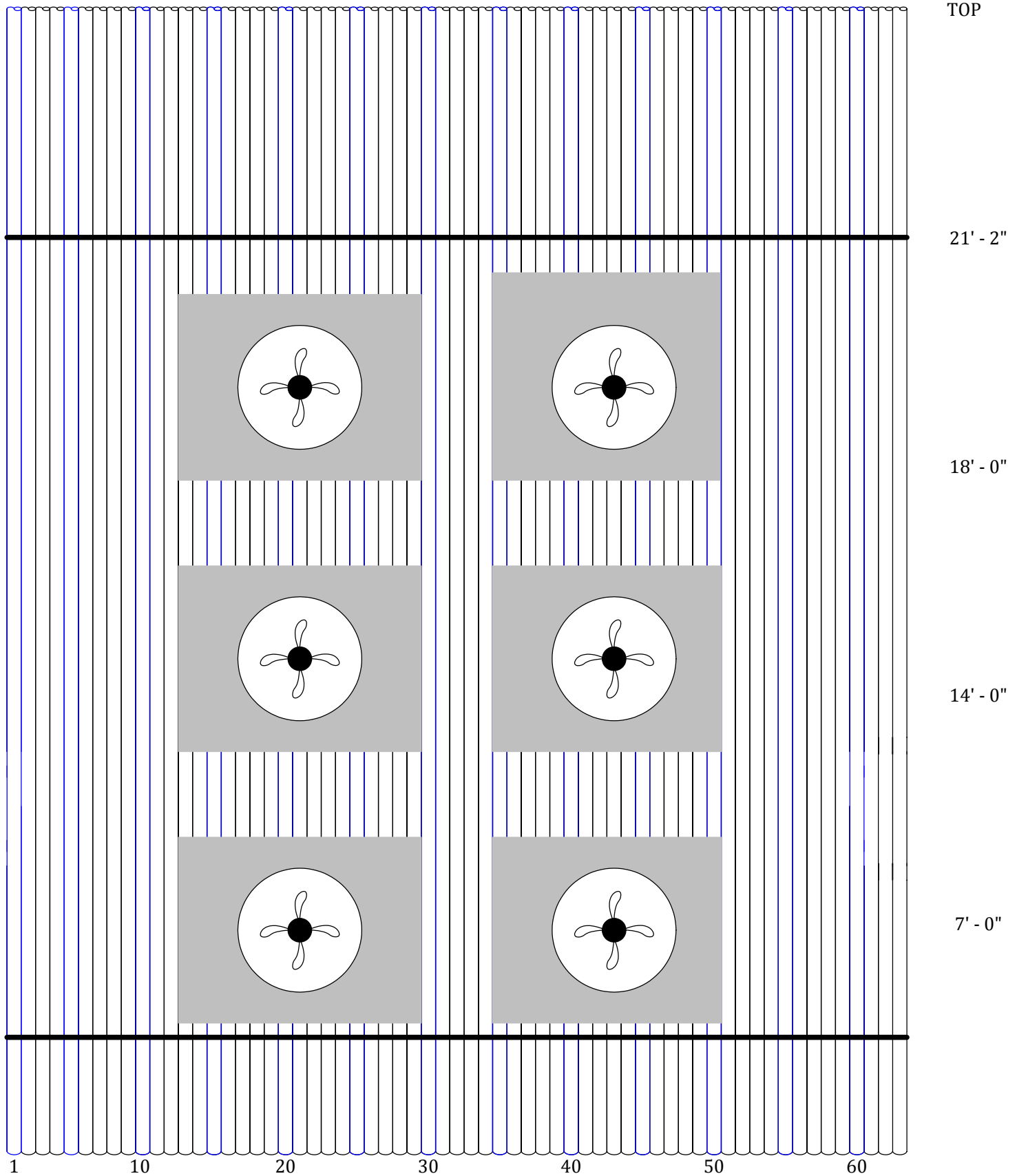
ALEXANDRIA, LA

BOILER # 2

Orientation:	Vertical
Unit Tested From:	West Wall and East Wall
Number of Feet Tested:	~ 2000 ft
Number of Elevations Tested:	4
Tube Material:	SA-178 Carbon Steel
Tube Dimensions:	2.500 in O.D. 0.165 in Wall
Scanner Size:	3.00 in
Inspection Frequency:	10.00 Hz.
Equipment Serial Number:	10-3077-08 TS-2000



WEST WALL
2.5 O.D. x 0.165 MWT - SA-178 CARBON STEEL



EAST WALL
2.5 O.D. x 0.165 MWT - SA-178 CARBON STEEL

**#1860 - Boiler Tube Repairs - Unit #3 - West Wall & East Wall
D.G. Hunter Generating Station**

CITY OF ALEXANDRIA
STANDARD GENERAL PROVISIONS

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DIVISION 1

General Provisions

Section 1

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Wherever used in these SPECIFICATIONS or CONTRACT DOCUMENTS, the following terms shall have the meaning indicated and shall be applicable to both the singular and plural thereof.

- 1.1 STATE: State of Louisiana.
- 1.2 PARISH: The Parish of Rapides.

1.3 CITY: The City of Alexandria, Louisiana, domiciled in Rapides Parish and governed by a Mayor-Council form of government represented by the MAYOR.

1.4 COUNCIL: The elected COUNCIL and governing body of CITY.

1.5 MAYOR: The MAYOR of the CITY.

1.6 DIRECTOR OF PUBLIC WORKS: The DIRECTOR OF PUBLIC WORKS of the CITY or his authorized representative.

1.7 ARCHITECT/ENGINEER: The person, firm, or corporation named as such in the AGREEMENT.

1.8 ADDENDA: Written or graphic instruments issued prior to the BID opening that modify or interpret the CONTRACT DOCUMENTS, PLANS, and SPECIFICATIONS, by additions, deletions, clarifications or corrections.

1.9 AGREEMENT: The written Contract between the CITY and the CONTRACTOR concerning the work to be performed; other CONTRACT DOCUMENTS are attached to the AGREEMENT and made a part thereof as provided therein.

1.10 APPLICATION FOR PAYMENT: The form approved by the CITY to be used by the CONTRACTOR in requesting progress or final payments. The application may require supporting documentation as required in the CONTRACT DOCUMENTS or additionally by the CITY.

1.11 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 State Occupational Safety and Health Administration.

1.12 BID: The written offer of the BIDDER to perform the contemplated WORK and furnish the necessary materials on the prescribed form, properly signed in accordance with Louisiana law.

1.13 BIDDER: Any individual, firm or corporation submitting a BID for the WORK contemplated, acting directly or through a duly authorized representative.

1.14 BIDDING DOCUMENTS: The Advertisement or Invitation to BID, Instruction(s) to BIDDERS, the BID form(s), and the proposed CONTRACT DOCUMENTS including ADDENDA or acknowledgment of ADDENDA issued prior to receipt of BID.

1.15 BIDDING REQUIREMENTS: The Advertisement or Invitation to BID, Instruction(s) to BIDDERS and the BID form(s), and applicable Louisiana law.

1.16 BONDS: BID, Performance and Payment BONDS and other instruments of security,

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furnished by the CONTRACTOR and the CONTRACTOR'S SURETY, in accordance with the

BIDDING REQUIREMENTS and CONTRACT DOCUMENTS.

1.17 CERTIFICATE OF ACCEPTANCE: Document recommended by ARCHITECT/ENGINEER, executed by MAYOR at the direction of CITY COUNCIL indicating that all WORK has been completed in accordance with the CONTRACT DOCUMENTS.

1.18 CHANGE ORDER: A document recommended by the ARCHITECT/ENGINEER on an approved form signed by the CONTRACTOR and CITY and authorizing an addition, deletion or revision in the WORK or an adjustment in the CONTRACT PRICE or the CONTRACT TIME issued on or after the effective date of the AGREEMENT.

1.19 CONTRACT DOCUMENTS: The AGREEMENT, ADDENDA, CONTRACTOR'S BID, NOTICE OF AWARD, NOTICE TO PROCEED, the BONDS, these General Provisions, the SPECIAL PROVISIONS, the SPECIFICATIONS and PLANS, WRITTEN AMENDMENTS, CHANGE ORDERS, FIELD ORDERS and the ARCHITECT/ENGINEER'S written interpretations and clarifications issued on or after the EFFECTIVE DATE OF THE AGREEMENT.

1.20 CONTRACT PRICE: The total moneys payable by the CITY to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.

1.21 CONTRACT TIME: The number of WORKING DAYS allowed for the completion of the CONTRACT, including authorized time extensions.

1.22 CONTRACTOR: The individual, firm or corporation who enters into an AGREEMENT awarded him by the CITY. The CONTRACTOR may act directly or through a lawfully authorized agent or employee.

1.23 CONTROLLING ITEMS OF WORK: Items of construction that should be in progress at the time, as essential to the orderly completion of the WORK within the time limit specified, in accordance with the CONTRACTOR's approved progress schedule.

1.24 DEFECTIVE: An item of work that is unsatisfactory, faulty or deficient in that it does not conform to the CONTRACT DOCUMENTS, or does not meet the requirement of any inspection, reference standard, test or required approvals.

1.25 DRAWINGS: Individual sheets of the Construction PLANS which contain graphic information concerning the Proposed WORK which have been prepared or approved by ARCHITECT/ENGINEER and are referred to in the CONTRACT DOCUMENTS. Shop drawings are not drawings as defined herein.

1.26 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 by the Mayor.

1.27 FIELD ORDER: A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ARCHITECT/ENGINEER to the CONTRACTOR during construction.

1.28 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.

1.29 LAWS AND REGULATIONS: Any and all applicable laws, rules, regulations, ordinances, codes and orders of governmental bodies, agencies, authorities and courts having jurisdiction.

1.30 LABORATORY: The testing laboratories employed by the CITY to make required tests.

1.31 LIENS: Liens, charges, security interests or encumbrances upon real property or personal property.

1.32 NOTICE OF AWARD: A written notice given by the CITY or ARCHITECT/ENGINEER to the apparent successful BIDDER. The notice may enumerate conditions precedent to the award which require compliance activity from the apparent low BIDDER, such as, submission of BONDS, construction scheduling, etc. Where no formal written notice is provided, the AGREEMENT shall constitute NOTICE OF AWARD.

1.33 NOTICE TO PROCEED: A written notice from the CITY or ARCHITECT/ENGINEER notifying the CONTRACTOR to begin the prosecution of the WORK.

1.34 PARTIAL UTILIZATION: Use by the CITY of a part of the WORK for the purpose for which it is intended, prior to completion of all of the WORK.

1.35 PLANS: The set of DRAWINGS, consisting of profiles, typical cross sections, general cross sections, working DRAWINGS and supplemental DRAWINGS, or exact reproductions thereof, which show the location, character, dimension and details of WORK to be done and which are to be considered as part of the CONTRACT, supplementary to the SPECIFICATIONS.

1.36 PROJECT: The total of the WORK to be provided as specified by the CONTRACT DOCUMENTS.

1.37 PROJECT REPRESENTATIVE: The authorized representative of the ARCHITECT/ENGINEER or CITY who may be assigned to the site or any part thereof.

1.38 SAMPLES: Physical examples of material, equipment, or workmanship that are representative of some portion of the work and which establish the standard by which such

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portion of the WORK will be judged.

1.39 SHOP DRAWINGS: All drawings, diagrams, illustration, schedules, and other data or information which are submitted by the CONTRACTOR to illustrate some portion of the WORK.

1.40 SPECIAL PROVISIONS: The specific clauses or provisions setting forth conditions or requirements, peculiar to the PROJECT under consideration and covering WORK or materials involved in the proposal but not thoroughly or satisfactorily stipulated or set forth by the General Provisions.

1.41 SPECIFICATIONS: Those portions of the CONTRACT DOCUMENTS consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the WORK.

1.42 SUBCONTRACTOR: Any individual, firm, partnership, or corporation who contracts with the CONTRACTOR to perform any part of the PROJECT covered by the CONTRACT.

1.43 SUPPLIER: A manufacturer, fabricator, supplier, distributor, material man or vendor having a direct contract with the CONTRACTOR or with any SUBCONTRACTOR to furnish materials or equipment to be incorporated into the WORK.

1.44 UNDERGROUND FACILITIES: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments along with any encasements containing such facilities which have been installed underground to furnish: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

1.45 UNIT PRICE WORK: Work to be paid on the basis of unit prices.

1.46 WORK: All labor, materials, equipment and/or services required to be incorporated into the construction necessary to produce the PROJECT specified by the CONTRACT DOCUMENTS.

1.47 WORKING DAY: A calendar day, with exceptions stated herein, on which weather and other conditions not under control of CONTRACTOR will permit construction operations to proceed for at least five (5) continuous hours of the day with a normal working force engaged in performing the CONTROLLING ITEMS OF WORK.

No WORKING DAYS will be charged for the following days:

1. Saturdays and Sundays.
2. CITY recognized holidays:
 - a. New Year's Day
 - b. Martin Luther King's birthday
 - c. Good Friday

- d. Fourth of July
 - e. Labor Day
 - f. Veterans' Day
 - g. Thanksgiving Day
 - h. Friday following Thanksgiving Day
 - i. Christmas Day
 - j. Any other holiday declared by the CITY COUNCIL
3. Days on which delays, attributable solely to the CITY or other governmental agencies prevent CONTRACTOR from proceeding with the CONTROLLING ITEMS OF WORK at time of delay.
4. Days on which delays are attributable to the direct effect of strikes, riots or civil commotions.

1.48 WRITTEN AMENDMENT: A WRITTEN AMENDMENT of the CONTRACT DOCUMENTS, signed by the CITY and CONTRACTOR on or after the EFFECTIVE DATE of the AGREEMENT and normally dealing with the non-ARCHITECT/ENGINEERING or non-technical rather than strictly construction-related aspects of the CONTRACT DOCUMENTS.

1.49 DEFINITION OF ALPHABETICAL TERMS:

- A.A.S.H.T. O.: American Association of State Highway Transportation Officials
- A.S.T.M. : American Society for Testing Materials
- A.S.A. : American Standards Association
- A.W.W.A. : American Water Works Association
- A.W.P.A. : American Wood Preservers Association
- LA DOTD : Louisiana Department of Transportation and Development
- C.O.A. : City of Alexandria
- M.U.T.C.D. : Manual on Uniform Traffic Control Devices, latest edition

1.50 OR EQUAL: Whenever in these CONTRACT DOCUMENTS a particular brand, make of material, device or equipment is specified, followed by the words "or EQUAL", such brand, make of material, device, or equipment should be regarded merely as establishing a standard or quality. If two or more brands, makes of material, devices, or equipment are shown or specified, each should be regarded as the EQUAL of the other. Any other brand, make of material, device, or equipment, which, in the opinion of the ARCHITECT/ENGINEER, is the recognized EQUAL of that specified, considering quality, workmanship, and economy of operation, and is suitable for the purpose intended, may be accepted by the ARCHITECT/ENGINEER as a substitute, provided that all materials and workmanship shall in every respect be in accordance with what, in the opinion of the ARCHITECT/ENGINEER, is the best modern practice.

DIVISION 1

General Provisions

Section 2

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PROVISIONS and Site of WORK | 2.11 Disqualification of
BIDDERS |
| 2.5 Preparation of BIDS | 2.12 Competency of BIDDERS |
| 2.6 Rejection of BIDS | 2.13 Joint BIDS |
| 2.7 BID Guaranty | 2.14 Interpretations and ADDENDA |
| | 2.15 Substitute Materials or
Products - Prior Approvals |

2.1 ADVERTISEMENT FOR BIDS: In conformity with STATE Law, the CITY will publish a "Notice to CONTRACTORS" requesting BIDS for the WORK. The advertisement for BIDS will contain a description of the WORK; a statement of the place where BIDS will be received and the time for opening same; and Instructions to BIDDERS as how to access DRAWINGS, SPECIFICATIONS and proposals.

2.2 CONTENTS OF BID FORMS: BIDDERS will be furnished with Bid forms, in duplicate, which will state the locations and description of the contemplated construction and will show the preliminary estimate of the various quantities and kinds of work to be performed, or materials to be furnished, with a schedule of items for which unit prices are asked. The PLANS and SPECIFICATIONS, in force at the time of receipt of BIDS, and the SPECIAL PROVISIONS and other CONTRACT DOCUMENTS will be considered a part of the BID whether attached or not. The BID shall be submitted to the Office of the City Clerk and one copy shall be retained by the BIDDER.

2.3 INTERPRETATION OF ESTIMATES: The quantities listed in the BID form are to be considered as approximate and are to be used only for the comparison of BIDS. Payment to the CONTRACTOR will be made only for the actual quantities of WORK performed and materials furnished in accordance with the AGREEMENT, and if, upon completion of the construction, the actual quantities shall show either an increase or decrease from the quantities given in the approximate estimate, the unit prices mentioned in the BID will prevail, except as otherwise herein provided.

2.4 EXAMINATION OF DRAWINGS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK: The BIDDER is required to examine carefully the site of the proposed PROJECT, BID FORMS, DRAWINGS, SPECIFICATIONS, SPECIAL PROVISIONS, AGREEMENT and BOND forms, for the WORK contemplated and it will be assumed that the CONTRACTOR has investigated and satisfied himself as to the conditions to be encountered as to the character, quality and quantities of WORK to be performed and materials to be furnished, as to the requirements of these SPECIFICATIONS, SPECIAL PROVISIONS and AGREEMENT. BIDDERS are assumed to have made themselves familiar with all Federal and STATE Laws, Local Laws, ordinances and regulations which in any manner shall affect the work or its prosecution. The filing of a BID shall be presumptive evidence that the BIDDER has complied with these requirements.

2.5 PREPARATION OF BID: Unless otherwise specified, only BIDS submitted on the forms furnished by the ARCHITECT/ENGINEER will be considered. Except in the case of alternate items, the BIDDER must correctly fill in the spaces for each and every item, (written in ink, both in words and numerals), the unit prices for which he proposes to do the WORK contemplated or to furnish materials. Should the BIDDER fail to correctly submit a unit price for each item as prescribed above, his BID will be classed as irregular.

2.6 REJECTION OF BIDS: BIDS may be rejected in the case of any omission, alterations of forms, additions, or conditions not called for, unauthorized alternate BIDS, incomplete BIDS, erasures, or irregularities of any kind. BIDS received, conditioning their consideration or rejection upon BIDS for other work submitted by the same BIDDER may be classed as irregular, unless the SPECIAL PROVISIONS specifically invite or permit conditional or combination BIDS. BIDS not accompanied by a BID guaranty, or if the BID is not signed by the BIDDER, the BID shall be rejected.

2.7 BID GUARANTY: Each BID must be accompanied by a BID guaranty equal to five percent (5%) of the total amount of the highest combination for which a BID is submitted. Only Certified Checks or BID BONDS will be accepted as the BIDDER's guaranty with his proposal; any deviation from this requirement will be considered cause for rejection of the BID. The Certified Check shall be issued by a State or National Bank in good standing and shall be made payable to the CITY for not less than the amount specified above. Cashier's Checks or currency will not be accepted as a substitute for Certified Checks or BID BONDS. If Cashier's Check, uncertified check or currency is enclosed with the BID, the BID will be considered informal and the Cashier's Check, uncertified check or currency and all other enclosures, will be returned to the BIDDER without having been read.

2.8 DELIVERY OF BIDS: Each BID shall be submitted together with the BID guaranty, in a sealed envelope addressed to the City of Alexandria, Alexandria City Hall, 915 Third Street, Alexandria, Louisiana 71301. Each sealed envelope containing a BID must be plainly marked on the outside with the "Name of the PROJECT being bid" and the envelope shall bear on the outside the BIDDER's name, address and License Number. If forwarded by mail, the sealed envelope, containing the BID, must be enclosed in another envelope addressed to the

CITY at the address provided above. BIDS shall be received up to the time stated in the Advertisement for bids and must be delivered to the CITY COUNCIL Meeting Chambers at the designated place before the expiration of the time stipulated in the Advertisement for bids. BIDS received after the stipulated time will be returned to the BIDDER, unopened.

2.9 WITHDRAWAL OF BIDS: A BIDDER may withdraw his BID up to the time set for opening BIDS. The withdrawal of a BID shall not prejudice the right of a BIDDER to file a new BID.

2.10 OPENING OF BIDS: BIDS will be opened and read publicly at the time and place indicated in the Advertisement for bids. BIDDERS or their authorized agents are invited to be present.

2.11 DISQUALIFICATION OF BIDDERS: If more than one BID is submitted by an individual, a firm or partnership, a corporation or association, under the same or different names, all BIDS so submitted shall be rejected. The BID will be rejected if there is any reason for believing that collusion exists among the BIDDERS and all participants in such collusion, will not be considered in future BIDS for the same WORK. No CONTRACT will be awarded except to responsible BIDDERS capable of performing the class of WORK contemplated, and having sufficient equipment, financial resources and experience to properly perform the WORK.

2.12 COMPETENCY OF BIDDERS: BIDDERS must be capable of performing the various items of WORK bid upon. The low BIDDER may be required to submit the following information to the CITY COUNCIL if requested:

- (a) A statement of his experience in similar work.
- (b) A financial statement as of the date of the end of the last full quarter immediately preceding the date of opening of BIDS.
- (c) A certification that he has not failed to carry out any previous CONTRACTS with the CITY.
- (d) A list of the principal items of equipment and machinery which he proposes to use on the WORK, giving the make, model, capacity, size, age and general condition of all such equipment and machinery.
- (e) A list giving the names and years of experience of the key personnel he expects to assign to the WORK.
- (f) A certification that no liens are outstanding on any other contracts.

2.13 JOINT BIDS: When two or more persons, firms, or corporations tender a joint BID, each of said persons, firms, or corporations shall have complied with the requirements for prequalification when required in the SPECIAL PROVISIONS before a BID will be issued to them. Joint BIDS shall be fully executed by all interested parties by and for each of the persons, firms, or corporations interested in said joint BID, by the individual or officers authorized to enter into CONTRACTS for such firms or corporations. In the event of award of a Joint BID, each person, firm, or corporation shall assume the full obligation under the CONTRACT and Performance BOND.

2.14 INTERPRETATIONS AND ADDENDA All questions about the meaning or intent of the CONTRACT DOCUMENTS are to be directed to the ARCHITECT/ENGINEER. Interpretations or clarifications considered necessary by ARCHITECT/ENGINEER and response to such questions will be issued by ADDENDA mailed or delivered to all parties recorded by ARCHITECT/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 affect.

2.14.1 ADDENDA: May also be issued to modify the BIDDING DOCUMENTS as deemed advisable by CITY and ARCHITECT/ENGINEER.

2.15 SUBSTITUTE MATERIALS OR PRODUCTS - PRIOR APPROVALS: In unusual cases where a closed specification has been justified for prior acceptance by the CITY in conformance with Louisiana Revised Statutes RS 38:2291 and 38:2292, the naming of that product in the DRAWINGS and SPECIFICATIONS will be followed by wording indicating that no SUBSTITUTION is permitted.

2.15.1 OTHERWISE where the DRAWINGS and SPECIFICATIONS identify a product by a specific brand, make, manufacture, 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 ARCHITECT/ENGINEER will be acceptable. Products which are specified by specific brand, make or manufacturers name may also be specified by its applicable model or catalog number or other product designation.

2.15.2 SELECTED MATERIALS AND EQUIPMENT: Several alternative suppliers or manufacturers have been identified. If the BIDDER desires to obtain approval of materials or equipment from other alternative suppliers or manufacturers to those identified in the SPECIFICATIONS, a written request for a SUBSTITUTION shall be submitted to the ARCHITECT/ENGINEER at least fifteen (15) days prior to the BID opening date. Each such request shall include the name of the material or equipment for which it is to be substituted and a 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 substitution is upon the BIDDER. The ARCHITECT/ENGINEER'S decision of approval or disapproval of a proposed substitution shall be final. If ARCHITECT/ENGINEER approves any proposed substitution, such approval will be set forth in an ADDENDA issued to all prospective BIDDERS. BIDDERS shall not rely upon approvals made in any other manner.

2.15.3 AFTER 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 2.15.2 above.

DIVISION 1

General Provisions

Section 3

Award and Execution of Contract

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|---|---|
| 3.1 Consideration of BIDS | 3.7 Copies of CONTRACT DOCUMENTS |
| 3.2 Award of AGREEMENT | 3.8 Failure to Execute Contracts |
| 3.3 Return of BID BONDS | 3.9 Commencement of CONTRACT TIME;
NOTICE TO PROCEED |
| 3.4 Execution of AGREEMENT | 3.10 Preconstruction Conference |
| 3.5 Performance, Payment and
Other BONDS | 3.11 Starting the WORK |
| 3.6 Personnel Employment | 3.12 Before Starting Construction |
| | 3.13 Preliminary Schedules |

3.1 CONSIDERATION OF BIDS: After the BIDS are opened and publicly read, the BID prices will be checked and tabulated as soon as possible. Comparison of acceptable BIDS will be based on the corrected summation of the extensions for each item at the unit prices BID. Prior to announcement of an award of the AGREEMENT, the CITY reserves the right to reject any or all BIDS in accordance with Louisiana Law.

3.2 AWARD OF AGREEMENT: The award of the AGREEMENT, if it be awarded, will be made to the lowest responsible BIDDER whose BID shall comply with all requirements necessary to render it formal. The award, if made, will be within thirty (30) days after the opening of the BIDS. The successful BIDDER will be notified, by letter mailed to the address shown on the BID, that the BID has been accepted and that he has been awarded the AGREEMENT.

3.3 RETURN OF BID BONDS: All BID BONDS will be returned to the unsuccessful BIDDER(s) after the execution of the AGREEMENT with the lowest responsible BIDDER. Should the BIDDER to whom the work be awarded fail to enter into an AGREEMENT within the allotted time or fail to provide a Payment and Performance BOND, the amount of the BID BOND submitted by him will ipso facto, be forfeited to the CITY. Should no award be made within thirty (30) days, all BIDS will be rejected and all guaranties returned, unless the successful BIDDER agrees to a longer delay.

3.4 EXECUTION OF AGREEMENT: The successful BIDDER shall be required to execute the AGREEMENT, CONTRACTOR's Affidavit, furnish Performance and Payment BONDS satisfactory to the CITY, along with his Certificate of Insurance, within ten (10) days after receipt of the NOTICE OF AWARD.

3.5 PERFORMANCE, PAYMENT AND OTHER BONDS: 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 CONTRACTOR's obligations under the CONTRACT DOCUMENTS. These BONDS shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the CONTRACT DOCUMENTS. CONTRACTOR shall also furnish such other BONDS as are required by the SPECIAL PROVISIONS. All BONDS shall be on the forms 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 current list of "Companies Holding Certificates of Authority as Acceptable SURETIES on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and registered to do business in the STATE. All BONDS signed by an agent must be accompanied by a certified copy of such agent's authority to act. All BONDS shall be furnished on CITY forms.

3.5.1 FAILURE OF SURETY: If the SURETY on any BOND furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the STATE, CONTRACTOR shall within ten days thereafter substitute another BOND and SURETY, both of which must be acceptable to CITY.

3.6 PERSONNEL EMPLOYMENT: As a condition of awarding the CONTRACT, the successful BIDDER for Public Works Projects, administered by or paid for in whole or in part by public funds of the City of Alexandria shall comply with LSA R.S. 38:2225.1, which requires that no less than 80% of the total work force required to complete the PROJECT be residents of the State of Louisiana.

3.7 COPIES OF CONTRACT DOCUMENTS: The CITY shall furnish to CONTRACTOR up to three (3) copies (unless otherwise specified in the SPECIAL PROVISIONS) of the CONTRACT DOCUMENTS as are reasonably necessary for the execution of the WORK. Additional copies will be furnished, upon request, at the cost of reproduction.

3.8 FAILURE TO EXECUTE AGREEMENT: In the event of failure or refusal on the part of the BIDDER to whom the award is made to execute the AGREEMENT and furnish satisfactory BONDS within ten (10) days after receipt of the NOTICE OF AWARD the amount of the BID BOND accompanying his BID shall be forfeited to the CITY. The CITY, within ten (10) days of receipt of an acceptable AGREEMENT, Performance BOND, Payment BOND, CONTRACTOR's Affidavit, and Certificate of Insurance, executed by the party to whom the CONTRACT was awarded, will sign the AGREEMENT and return to such party an executed duplicate of the AGREEMENT. Should the CITY not execute the AGREEMENT within such period, the BIDDER may by written notice withdraw the signed AGREEMENT. Such notice of withdrawal shall be effective upon receipt of the notice by the CITY.

3.9 COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED: The CONTRACT TIME will commence to run on the thirtieth day after the EFFECTIVE DATE OF THE

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AGREEMENT, or, if the 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 thirty days after the EFFECTIVE DATE OF THE AGREEMENT. Should there be any reason why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the CITY and CONTRACTOR.

3.10 PRECONSTRUCTION CONFERENCE: Prior to beginning construction, a preconstruction conference will be held between the CONTRACTOR and the ARCHITECT/ENGINEER to reach agreements relating to responsibilities and procedures of each interested party to see that the PROJECT is built according to the approved PLANS and SPECIFICATIONS and the conditions under which disbursements for construction cost are authorized and will be paid. This meeting will be prearranged by the ARCHITECT/ENGINEER.

3.11 BEFORE STARTING CONSTRUCTION: Before undertaking each part of the WORK, CONTRACTOR shall carefully study and compare the CONTRACT DOCUMENTS and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ARCHITECT/ENGINEER any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ARCHITECT/ENGINEER before proceeding with any work affected thereby; however, CONTRACTOR shall not be liable to CITY or ARCHITECT/ENGINEER for failure to report any conflict, error, ambiguity or discrepancy in the CONTRACT DOCUMENTS, unless CONTRACTOR knew or reasonably should have known thereof.

3.12 STARTING THE WORK: CONTRACTOR shall start to perform the WORK on the date when the CONTRACT TIME commences to run, but no work shall be done at the site prior to the issuance of a NOTICE TO PROCEED.

3.13 PRELIMINARY SCHEDULES: Within ten (10) days after the receipt of the NOTICE OF AWARD (unless otherwise specified in the SPECIAL PROVISIONS), CONTRACTOR shall submit to ARCHITECT/ENGINEER along with the executed AGREEMENT, the following for review:

- A. A preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various CONTROLLING ITEMS OF WORK;
- B. A preliminary schedule of SHOP DRAWING and SAMPLE submittals which will list each required submittal and the times for submitting, reviewing and processing such submittal;
- C. A preliminary schedule of values for lump sum items which will include quantities and prices of items aggregating the CONTRACT PRICE and will subdivide the WORK into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of work;

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- D. Before any work at the site is started, CONTRACTOR shall deliver with copies to

each additional insured identified in the SPECIAL PROVISIONS, Certificates of Insurance (and other evidence of insurance) which CONTRACTOR is required to purchase and maintain.

General Provisions

Section 4

Contract Documents, Intent, Amending, Reuse

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|-----|--|-----|----------------------------------|
| 4.1 | Intent | 4.5 | Supplementing CONTRACT DOCUMENTS |
| 4.2 | Reference to Standards, Resolving Discrepancies, | 4.6 | Reuse of Documents |
| 4.3 | Amending CONTRACT DOCUMENTS | 4.7 | SPECIAL PROVISIONS |
| 4.4 | Notice to SURETY | | |

4.1 INTENT: The CONTRACT DOCUMENTS comprise the entire AGREEMENT between the CITY and the CONTRACTOR concerning the WORK. The intent of the CONTRACT DOCUMENTS is to prescribe a complete WORK or improvement which the CONTRACTOR shall undertake to do in full compliance with the DRAWINGS and SPECIFICATIONS and in conformity with the General and SPECIAL PROVISIONS and the terms and conditions of the CONTRACT. The CONTRACTOR shall do all work including such incidental work as may be reasonably implied as being necessary to complete the WORK in a satisfactory and acceptable manner. He shall furnish, unless otherwise provided for in the AGREEMENT, all materials, supplies, equipment, tools, labor and incidentals necessary to prosecute and complete the WORK. Any work, materials or equipment that may reasonably be inferred from the CONTRACT DOCUMENTS or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifications and interpretations of the CONTRACT DOCUMENTS shall be issued by ARCHITECT/ENGINEER.

4.1.1 ORDER OF PRECEDENCE: Should a conflict exist between the requirements of the Advertisement for BIDS, BID Proposal Form, Instruction to BIDDERS, SPECIAL PROVISIONS, Supplemental GENERAL PROVISIONS, PLANS or Technical SPECIFICATIONS, the former shall take precedence.

4.2 REFERENCE TO STANDARDS, RESOLVING DISCREPANCIES: Reference to standards, SPECIFICATIONS, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, SPECIFICATION, manual, code or Laws or Regulations in effect at the time of opening of BIDS except as may be otherwise specifically stated in the CONTRACT DOCUMENTS. If during the performance of the WORK,

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CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the CONTRACT DOCUMENTS or between the CONTRACT DOCUMENTS and any provision of any such Law or Regulation applicable to the performance of the work or of any such standard,

SPECIFICATION, manual or code or of any instruction to any SUPPLIER, CONTRACTOR shall report it to ARCHITECT/ENGINEER in writing at once, and, CONTRACTOR shall not proceed with the work affected thereby until a FIELD CHANGE, amendment, or supplement to the CONTRACT DOCUMENTS has been issued. 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:

4.2.1 The provisions of any such standard, SPECIFICATION, manual, code or instruction (whether or not specifically incorporated by reference in the CONTRACT DOCUMENTS); or

4.2.2 The Provision of any such 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). No provision of any such standard, SPECIFICATION, manual, code or instruction shall be effective to change the duties and responsibilities of the CITY, CONTRACTOR, ARCHITECT/ENGINEER, or any of their SUBCONTRACTORS, consultants, agents or employees from those set forth in the CONTRACT DOCUMENTS.

4.3 AMENDING CONTRACT DOCUMENTS: The CONTRACT DOCUMENTS may be amended to provide for additions, deletions and revisions in the WORK or to modify the terms and conditions by formal WRITTEN AMENDMENT or by CHANGE ORDER.

4.3.1 WRITTEN AMENDMENTS (sometimes called supplemental agreements) authorize additions, deletions or revisions in the WORK and shall be used as the method to amend the AGREEMENTS when the addition, deletion or revision of quantities of pay items in the AGREEMENT exceed twenty-five percent (25%) of the total amount of the AGREEMENT.

4.3.2 CHANGE ORDERS: Changes in the WORK through additions, deletions or revisions or changes which modify the WORK shall be authorized by CHANGE ORDER. The CITY and the CONTRACTOR shall execute appropriate CHANGE ORDERS recommended by the ARCHITECT/ENGINEER covering the following changes in the AGREEMENT.

4.3.2.1 Changes in the WORK which are ordered by the CITY.

4.3.2.2 Changes required for acceptance of DEFECTIVE WORK.

4.3.2.3 Changes required for correction of DEFECTIVE WORK.

4.3.2.4 Changes in the CONTRACT PRICE.

4.3.2.5 Changes in the CONTRACT TIME.

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4.4 NOTICE TO SURETY: If notice of any change affecting the general scope of the WORK or the CONTRACT DOCUMENTS is required by the provisions of the BOND to be given to SURETY, the giving of such notice shall be the CONTRACTOR's responsibility.

4.5 SUPPLEMENTING CONTRACT DOCUMENTS: The requirements of the CONTRACT DOCUMENTS may be supplemented and minor variations and deviations in the WORK, may be authorized by FIELD ORDERS, ARCHITECT/ENGINEER's approval of SHOP DRAWINGS or SAMPLES and by the ARCHITECT/ENGINEER's written interpretation or clarifications.

4.5.1 FIELD ORDER: The ARCHITECT/ENGINEER may issue a FIELD ORDER which authorizes minor variations in the WORK from the requirements of the CONTRACT DOCUMENTS and which does not involve an adjustment to the CONTRACT PRICE or the CONTRACT TIME. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ARCHITECT/ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles the CONTRACTOR to a change in CONTRACT PRICE or TIME, or both, in which event the CONTRACTOR shall give the ARCHITECT/ENGINEER written notice thereof within seven (7) days after the receipt of the order to change. Within thirty (30) days after providing written notice to the ARCHITECT/ENGINEER, the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME.

4.5.2 ARCHITECT/ENGINEER Approval of SHOP DRAWINGS: The ARCHITECT/ENGINEER will review and approve SHOP DRAWINGS and SAMPLES in accordance with the schedule defined in the SPECIFICATIONS, SPECIAL PROVISIONS or WORK scheduling requirements of the CONTRACT DOCUMENTS. ARCHITECT/ENGINEER's review and approval will be only to determine if the items in the submittal will conform to and be compatible with the design concept of the completed PROJECT. ARCHITECT/ENGINEER's review and approval will not extend to means, methods, techniques, sequence or procedure of construction or to safety precautions or programs incident thereto. The review and approval of a separate item will not constitute approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ARCHITECT/ENGINEER, and shall return the required number of corrected copies of SHOP DRAWINGS and submit as required new SAMPLES for review and approval. ARCHITECT/ENGINEER's review and approval of SHOP DRAWINGS or SAMPLES shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the CONTRACT DOCUMENTS unless CONTRACTOR has in writing called ARCHITECT/ENGINEER's attention to each such variation at the time of submission and ARCHITECT/ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the SHOP DRAWING or SAMPLE approval.

4.5.3 Where a SHOP DRAWING or SAMPLE is required by the CONTRACT DOCUMENTS or the schedule of SHOP DRAWINGS and SAMPLE submissions accepted by ARCHITECT/ENGINEER as required by the CONTRACT DOCUMENTS, any related work performed prior to ARCHITECT/ENGINEER'S review and approval of the pertinent submittal will be at the sole expense and the responsibility of the CONTRACTOR.

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4.5.4 Clarifications and Interpretations: ARCHITECT/ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the CONTRACT DOCUMENTS (in the form of DRAWINGS or otherwise) as ARCHITECT/ENGINEER may determine necessary, which shall be consistent with the intent of the CONTRACT DOCUMENTS.

Such written clarifications and interpretations will be binding on the CITY and CONTRACTOR. If the CITY or CONTRACTOR believes that a written clarification or interpretation justifies an adjustment in the CONTRACT PRICE or the CONTRACT TIME and the parties are unable to agree to the amount or extent thereof, if any, the CITY or CONTRACTOR may make a written claim as provided in Sections 11 and 12 of these general conditions.

4.6 REUSE OF DOCUMENTS: CONTRACTOR, and any SUBCONTRACTOR or SUPPLIER or other person or organization performing or furnishing any of the WORK under a direct or indirect CONTRACT with the CITY (i) shall not have or acquire any title to or ownership rights in any of the PLANS, SPECIFICATIONS or other documents (or copies of any thereof) prepared by or bearing the seal of ARCHITECT/ENGINEER, and (ii) shall not reuse any of such PLANS, SPECIFICATIONS, other documents or copies on extensions of the PROJECT or any other PROJECT without written consent of the CITY and the ARCHITECT/ENGINEER.

4.7 SPECIAL PROVISIONS: Construction Procedures or conditions that have not been anticipated in these General Provisions will be covered by SPECIAL PROVISIONS that will be considered a part of the AGREEMENT.

DIVISION 1

General Provision

Section 5

Lands: Rights-of-way, Physical Conditions, Subsurface Conditions

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|-----|---|-----|---|
| 5.1 | Lands and Rights-of-way | 5.5 | Construction Stakes |
| 5.2 | Subsurface and Physical
Conditions | 5.6 | Architect/Engineer's Level |
| 5.3 | Limited Reliance on Technical
Data | 5.7 | ASBESTOS, PCB's, Petroleum,
HAZARDOUS WASTE or
Radioactive Material |
| 5.4 | Physical Conditions -
Underground Facilities | 5.8 | Indemnity and Hold Harmless |

5.1 LAND AND RIGHTS-OF-WAY: Prior to the issuance of the NOTICE TO PROCEED, the CITY shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

The CITY shall provide to the CONTRACTOR information that delineates and describes the lands owned and rights-of-way required and shall identify any encumbrances or restrictions related to use of the land. The CONTRACTOR shall provide at his own expense and without liability to the CITY any additional land and access thereto that the CONTRACTOR may desire for construction facilities or for storage of materials.

5.2 SUBSURFACE AND PHYSICAL CONDITIONS: The SPECIAL PROVISIONS may include data, reports and DRAWINGS that contain point of test or measurement of Subsurface and Physical Conditions.

5.2.1 Subsurface Conditions: Those reports of explorations and tests of Subsurface Conditions at or contiguous to the site that have been utilized by ARCHITECT/ENGINEER in preparing the CONTRACT DOCUMENTS.

5.2.2 Physical Conditions: Those DRAWINGS of Physical Conditions in or relating to existing surface or subsurface structures at or contiguous to the site that have been utilized by ARCHITECT/ENGINEER in preparing the CONTRACT DOCUMENTS.

5.3 LIMITED RELIANCE ON TECHNICAL DATA: The CONTRACTOR may rely upon the general accuracy of the Technical Data contained in reports and DRAWINGS of Subsurface Conditions and Physical Conditions but such reports and DRAWINGS are not CONTRACT

DOCUMENTS.

The CONTRACTOR shall adjudge the Technical Data as Technical Data and may not rely upon said data for the purpose of making claims against the CITY or ARCHITECT/ENGINEER with respect to the completeness of the reports and/or DRAWINGS as such might affect the means, methods, techniques, sequence or procedures of construction.

If the CONTRACTOR believes that any Subsurface or Physical Condition exists or that is uncovered is of such a nature that the Technical Data is inaccurate, differs materially from that shown in the CONTRACT DOCUMENTS or is of an unusual nature differing from conditions normally encountered, and will require a change in the CONTRACT DOCUMENTS; the CONTRACTOR will promptly notify the ARCHITECT/ENGINEER in writing of such conditions. CONTRACTOR will not further disturb such conditions or perform any WORK until receipt of a written order.

The ARCHITECT/ENGINEER will promptly review the pertinent conditions, determine if additional testing may be required or if CHANGE ORDERS reflecting CONTRACT TIME and CONTRACT PRICE should be recommended to the DIRECTOR OF PUBLIC WORKS.

If the CITY and the CONTRACTOR are unable to agree on entitlement regarding CONTRACT PRICE or CONTRACT TIME, the CONTRACTOR may reserve the option to make a claim in accordance with Sections 11 and 12 of these General Provisions.

5.4 PHYSICAL CONDITIONS - UNDERGROUND FACILITIES: Various PROJECTS may involve Underground Facilities not in the ownership of the CITY. Where information and data provided by others is incomplete or inaccurate, the ARCHITECT/ENGINEER and the CITY shall not be held liable for damage to the facility during the course of construction. It shall be the responsibility of the CONTRACTOR to accurately locate and coordinate the WORK around these facilities with the owner of such Underground Facilities.

5.4.1 Underground Facilities - Not Shown: If an Underground Facility is uncovered or revealed which is not shown or indicated by the CONTRACT DOCUMENTS, CONTRACTOR will promptly notify the ARCHITECT/ENGINEER. If the owner of the Underground Facility is known or can be identified, the CONTRACTOR will notify said owner and document the consequences of the existence of the facilities as they may affect the WORK. If the ARCHITECT/ENGINEER concludes that a change in the CONTRACT DOCUMENTS is needed, ARCHITECT/ENGINEER shall recommend said change to the CITY as set forth in these General Provisions.

5.5 CONSTRUCTION STAKES: The ARCHITECT/ENGINEER will furnish and set the necessary construction stakes on original layouts, marking the general locations, alignments, elevations, and grade of the work. The CONTRACTOR, however, will be required to check all leading dimensions and clearances measured from such stakes and thereafter become responsible for the alignment, elevations, and dimensions of all parts of the work and their mutual agreement.

The CONTRACTOR shall furnish, at his own expense, all batter boards, templates, and other material for marking, referencing, and maintaining points, lines and grades and shall furnish the ARCHITECT/ENGINEER with such incidental labor as he may require in establishing points, lines, and grades necessary to the prosecution of the WORK.

The CONTRACTOR shall be held responsible for the preservation of all takes, transit points, bench marks, hubs and guard stakes. If, in the opinion of the ARCHITECT/ENGINEER, any of the original construction stakes or markers have been carelessly or willfully destroyed or disturbed by the CONTRACTOR, the cost of replacing them shall be deducted from any money due the CONTRACTOR.

5.6 ENGINEER'S LEVEL: The CONTRACTOR shall have an ENGINEER's Level in working condition and acceptable to the ARCHITECT/ENGINEER on the PROJECT at all times for his use and the use of the PROJECT REPRESENTATIVE in checking forms and stakes that appear to be disturbed and in transferring grades.

5.7 ASBESTOS, PCB'S, PETROLEUM, HAZARDOUS WASTE, HAZARDOUS MATERIAL OR RADIOACTIVE MATERIAL: The CITY shall be responsible for any ASBESTOS, PCB's, Petroleum, HAZARDOUS WASTE, HAZARDOUS MATERIAL or Radioactive Material uncovered or revealed at the site which was not shown or indicated in DRAWINGS or SPECIFICATIONS or identified in the CONTACT DOCUMENTS to be within the scope of WORK and which may present a substantial danger to persons or property in connection with WORK at the site. The CITY will not be responsible for any such material brought to the site by CONTRACTOR, SUBCONTRACTOR, SUPPLIER or anyone else for whom the CONTRACTOR is responsible. In the event of such incident, the CONTRACTOR will promptly notify the ARCHITECT/ENGINEER.

CONTRACTOR will not be required to work at the site until it has been rendered safe. CONTRACTOR may be entitled to changes in the CONTRACT DOCUMENTS due to WORK stoppage. If the CITY and CONTRACTOR are unable to agree on CONTRACT PRICE or CONTRACT TIME due to the stoppage, either may make a claim as provided in these General Provisions. The CITY further reserves the right to redirect the CONTRACTOR to other work within the PROJECT and within the scope of the CONTRACT DOCUMENTS, if available and reasonable with minor mobilization reimbursement.

5.8 INDEMNITY AND HOLD HARMLESS: To the fullest extent permitted by laws and regulations the CITY shall indemnify and hold harmless CONTRACTOR, SUBCONTRACTORS, ARCHITECT/ENGINEER, ARCHITECT/ENGINEER CONSULTANTS, and the Officers, Directors, Employees, Agents, other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from such hazardous condition, provided that: (i) any such claim, cost, loss or damage is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than WORK itself) including the loss of use resulting therefrom and (ii) nothing in this paragraph 5.8 shall obligate CITY to indemnify any person or entity from and

against the consequences of that persons or entities on negligence.

DIVISION 1

General Provisions

Section 6

Insurance, Partial Utilization, Preservation and Restoration

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|-------------------------|---|
| 6.1 Insurance | 6.5 Preservations and Restoration of Property, Trees, Monuments |
| 6.2 Types of Insurance | |
| 6.3 Builder's Risk | |
| 6.4 Partial Utilization | |

6.1 INSURANCE: All Insurance required by the these GENERAL PROVISIONS are to be purchased by the CONTRACTOR shall be obtained from Insurance companies that are licensed or authorized in the STATE.

The Insurance Carriers shall have a current A.M. Best Guide rating of A-V or better, unless otherwise authorized by the CITY in writing. This shall include "Self Insured Retention" Plans. CONTRACTOR shall deliver to the CITY with copies of each additional insured identified in the SPECIAL PROVISIONS, Certificates of Insurance which are required by these and the SPECIAL PROVISIONS.

6.2 TYPES OF INSURANCE: The CONTRACTOR, shall purchase and maintain such liability and other insurance as is appropriate for the WORK being performed and furnished, as well as provide protection from claims set forth below which may arise out of, or result from, CONTRACTORS performance and furnishing of the WORK and CONTRACTORS other obligations under the CONTRACT DOCUMENTS, whether it is to be performed or furnished by CONTRACTOR, any sub-contractor or supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the WORK, or by anyone for whose acts any of them may be liable:

6.2.1 Claims under Workers Compensation, disability benefits and other similar employee benefit acts;

6.2.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTORS EMPLOYEES;

6.2.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTORS EMPLOYEES;

6.2.4 Claims for damages insured by customary personal injury liability coverage which are

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

6.2.5 Claims for damages, other than to the WORK itself, because of injury to or destruction of tangible property where ever located, including loss of use resulting therefrom; and

6.2.6 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.

The policies of insurance so required by this paragraph 6.2 to be purchased and maintained shall:

6.2.7 With respect to insurance required by paragraphs 6.2.3 through 6.2.5 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability.)

CITY, ARCHITECT/ENGINEER, and any other persons or entities identified in the special provisions, all of whom shall be listed as additional insureds, and include coverage for the respective officers and employees of all such additional insureds;

6.2.8 Include the specific coverages and be written for not less than the limits of liability provided in the special provisions, or required by laws or regulations, which ever is greater;

6.2.9 Include completed operations insurance;

6.2.10 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 CITY and CONTRACTOR and to each other additional insured identified in the special provisions to whom a certificate of insurance has been issued.

6.2.11 Remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing DEFECTIVE work;

6.2.12 With respect to completed operations insurance, and any insurance coverage written on a claims made basis, remain in effect for at least 2 years after final payment.

6.3 BUILDER'S RISK: Builder's Risk Insurance is not required; however, if this Insurance is not secured, the CONTRACTOR cannot request payment per invoice cost for materials stored on the PROJECT site. The CONTRACTOR may secure broad form "All Risk" type Builder's Risk Insurance for the WORK to be performed which is insurable under this type of coverage. The policy shall cover not less than the losses due to fire, explosion, theft, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the CITY. The materials and equipment for those work items which are not insurable once installed (e.g., facilities to be installed beneath the ground surface) must be insured for all named perils during the CONTRACT TIME, and

until the WORK is accepted by the CITY, regardless of the intended service of these items, and whether installed or not.

6.4 PARTIAL UTILIZATION - PROPERTY INSURANCE: If the CITY finds it necessary to occupy or use a portion or portions of the WORK prior to COMPLETION of all the WORK, such use or occupancy may be accomplished provided that no such use or occupancy shall commence before the insurers providing the property insurance 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.

6.5 PRESERVATION AND RESTORATION OF PROPERTY, TREES, MONUMENTS: The CONTRACTOR shall be responsible for the preservation of all public and private property, trees and monuments, along and adjacent to the PROJECT and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precaution necessary to prevent damage to pipes, conduits, and other underground structures and shall protect carefully from disturbance or damage all land monuments, CITY, STATE and United States benchmarks, Geodetic and Geological Survey Monuments and property markers until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed. Any utility lines injured by the CONTRACTOR shall be repaired at once at his own expense in accordance with requirements of the General Provisions. The CONTRACTOR shall not injure or destroy trees or shrubs nor remove or cut them without proper authority. The CONTRACTOR shall be responsible for any damage done to public or private property by or on account of any act of omission, neglect, or misconduct in the execution of the WORK, or on account of DEFECTIVE WORK or material. He shall restore at his own expense such property to a condition similar or equal to that existing before such damage was done, by repairing, rebuilding or otherwise restoring same, or he shall make good such damage or injury in an acceptable manner. In case of failure on the part of a CONTRACTOR to restore such property or make good such damages or injury, the ARCHITECT/ENGINEER may, after forty-eight (48) hours written notice, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost therefor will be deducted from any monies due or which may become due the CONTRACTOR under this AGREEMENT. In case no money is due or to become due, his SURETY shall be held responsible until such time as all suits, claims or damages shall have been settled and suitable evidence to that effect furnished the ARCHITECT/ENGINEER.

General Provisions

Section 7

Contractor's Responsibilities and Prosecution of the Work

- | | | | |
|------|---|------|--|
| 7.1 | Supervision | 7.11 | Permits and Licenses |
| 7.2 | Subletting or Assignment | 7.12 | LAWS and REGULATIONS |
| 7.3 | Character of Workmen and Equipment | 7.13 | Taxes |
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| 7.7 | Defective Material | 7.17 | Safety and Protection |
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| 7.9 | Substitutes and "OR EQUAL Items" | 7.19 | SHOP DRAWINGS and SAMPLES |
| 7.10 | SUBCONTRACTORS, SUPPLIERS and Others | 7.20 | Indemnification |
| | | 7.21 | Cooperation With Public Utilities |
| | | 7.22 | CONTRACTORS General Warranty and Guarantee |

7.1 SUPERVISION: CONTRACTOR shall supervise, inspect and direct the WORK competently and efficiently devoting such attention 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, consequences and procedures of construction. CONTRACTOR shall not be responsible for the negligence of others in the design or specification of a specific means, method, technique, sequence or procedure of construction which has been expressly required in the CONTRACT DOCUMENTS. CONTRACTOR shall be responsible to see that the completed WORK complies with the CONTRACT DOCUMENTS. CONTRACTOR shall keep on the PROJECT, at all times, during its progress a competent resident superintendent, who shall not be replaced without written notice to the CITY and the ARCHITECT/ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications to the superintendent shall be as binding as if given to CONTRACTOR.

7.2 SUBLETTING OR ASSIGNMENT: The CONTRACTOR shall not assign, sell, transfer or otherwise dispose of the AGREEMENT, or any portion thereof, or his rights, title or interest therein, without previous written approval of the CITY. The CONTRACTOR will not be permitted

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to sublet any portion of the AGREEMENT except for the delivery of materials, without the

written approval of the ARCHITECT/ENGINEER.

7.2.1 The purchase of sand, gravel, crushed stones, crushed slag, batched concrete aggregates, ready mixed concrete and/or materials produced at and furnished from established and recognized commercial plants, together with the delivery of such materials to the site of the WORK by means of vehicles owned or operated by such plants or by recognized commercial hauling companies, shall not be considered as subcontracting under these provisions.

7.2.2 No Subcontract will in any case relieve the CONTRACTOR of his responsibility under the AGREEMENT and BOND.

7.3 CHARACTER OF WORKMEN AND EQUIPMENT: The CONTRACTOR shall, at all times, employ sufficient labor and equipment for prosecuting the several classes of WORK to full completion in the manner and time specified. Failure by the CONTRACTOR to provide adequate equipment or labor may result in the annulment of the AGREEMENT.

7.3.1 All workmen must have sufficient skill and experience to perform properly the WORK assigned them. All workmen engaged on special WORK or skilled WORK, such as bituminous courses or mixtures, concrete base courses, pavements or structures, or in any trade, shall have sufficient experience in such WORK to properly and satisfactorily perform it and operate the equipment involved and shall make due and proper effort to execute the WORK in the manner prescribed in these SPECIFICATIONS.

7.3.2 All machinery and equipment owned or controlled by the CONTRACTOR, which is proposed to be employed by him on the WORK, shall be of sufficient size to meet the requirements of the WORK and shall be such as to produce a satisfactory quality of WORK.

7.4 SOURCE OF SUPPLY AND QUALITY OF MATERIALS: The source of supply of each of the materials shall be approved by the ARCHITECT/ENGINEER before the delivery is started. Representative preliminary SAMPLES of the character and quantity shall be submitted by the CONTRACTOR or produced for examination and testing in accordance with the methods referred to under tests of SAMPLES of materials. Only materials tested and found to conform to the requirements of the SPECIFICATIONS and approved by the ARCHITECT/ENGINEER shall be used in the WORK. All materials proposed to be used may be inspected or tested at any time during their preparation and use. If after trial, it is found that sources of supply that have been approved do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the CONTRACTOR shall furnish approved materials from other approved sources. No material which, after approval, has in any way become unfit for use shall be used in the WORK. Stored material, even though approved before being stored, shall be inspected prior to use in the WORK and shall meet the requirements of the SPECIFICATIONS at the time of its use.

7.5 MATERIALS FURNISHED BY THE CONTRACTOR: Unless otherwise specifically stated

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in the CONTRACT, all materials needed in the WORK will be furnished by the CONTRACTOR.

The CONTRACTOR will assume full responsibility in ordering materials of the quantity specified and required in the CONTRACT DOCUMENTS. The CONTRACTOR will assume full responsibility for the payment of all materials ordered by him in accordance with the CONTRACT, and this shall include the payment of all freight and demurrage charges incurred in the shipment. The CONTRACTOR will be responsible for the proper storage and handling of the material to insure the required quality before and during incorporation into the WORK.

7.6 STORAGE OF MATERIALS: Materials shall be stored so as to insure the preservation of their quality and fitness for the WORK, and in a manner that leaves the material accessible to inspection. With the approval of the ARCHITECT/ENGINEER, material may be stored on the right-of-way provided such storage does not interfere with the prosecution of the WORK or with public travel.

7.7 DEFECTIVE MATERIALS: All materials not conforming to the requirements of these SPECIFICATIONS shall be considered as DEFECTIVE and all such materials whether in place or not, shall be rejected and shall be removed immediately from the site of the WORK unless otherwise permitted in writing by the ARCHITECT/ENGINEER. Upon failure on the part of the CONTRACTOR to comply forthwith with any order by the ARCHITECT/ENGINEER made under the provisions of this article, the ARCHITECT/ENGINEER shall have the authority to remove and replace DEFECTIVE material and to deduct the cost of removal and replacement from any monies due or to become due the CONTRACTOR.

7.8 SAMPLES AND TESTS: The CONTRACTOR shall give sufficient notification of the placing of orders for materials to permit testing; shall afford such facilities as the ARCHITECT/ENGINEER may require for collecting and forwarding SAMPLES; shall not make use of or incorporate in the WORK the materials represented by the SAMPLES until the tests have been made and the materials found to be in accordance with the requirements of the SPECIFICATIONS; and shall furnish, without charge, all the SAMPLES required.

7.8.1 When required by the ARCHITECT/ENGINEER, representative preliminary SAMPLES of the character and quantity prescribed shall be submitted by the CONTRACTOR or produced for examination and shall be tested in accordance with the methods referred to herein. The acceptance of a preliminary SAMPLE shall not be construed as acceptance of materials from the same source delivered later. Only the materials actually delivered for the WORK will be considered and their acceptance or rejection will be based solely on the results of the tests prescribed in the SPECIFICATIONS.

7.8.2 For the verification of weights or proportions and character of materials, and determinations of temperatures used in the preparation of the materials and mixtures, the ARCHITECT/ENGINEER shall have access at all times to all parts of any plants connected with the WORK. The CONTRACTOR shall facilitate and assist the verification of all scales, measures and other devices that he operates.

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7.8.3 Unless otherwise specifically provided, all sampling and testing and laboratory methods

required under this CONTRACT shall be in accordance with the latest revision of the standard Specifications of the American Society for Testing Materials, as amended to date of CONTRACT, and, when not covered therein, shall be sampled and tested in accordance with the Standard Specifications for Highway Materials and Methods of Sampling and Testing of the American Association of State Highway Officials, with subsequent revisions to date of CONTRACT. All tests not covered by the above shall be performed as specified by the ARCHITECT/ENGINEER.

7.9 SUBSTITUTES AND "OR EQUAL ITEMS": Whenever materials or equipment are specified or described in the CONTRACT DOCUMENTS by using the name of a proprietary item or the name of a particular SUPPLIER, the naming of the item is intended to establish the type, function and quality required. Unless the name, if followed by words indicating that no substitution is permitted, materials or equipment of other SUPPLIER may be accepted by ARCHITECT/ENGINEER if sufficient information is submitted by CONTRACTOR to allow ARCHITECT/ENGINEER to determine that the material or equipment proposed is equivalent or EQUAL to that named. The procedure for review by ARCHITECT/ENGINEER will include the following as supplemented in the General Provisions. Requests for review of substitute items of material and equipment, CONTRACTOR shall make written application to ARCHITECT/ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the CONTRACTOR's achievement of SUBSTANTIAL COMPLETION on time, whether or not acceptance of the substitute for use in the WORK will require a change in any of the CONTRACT DOCUMENTS (or in the provisions of any other direct CONTRACT with CITY for WORK on the PROJECT) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the WORK is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified and the service will be indicated. The application will also contain an itemized estimate of costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by ARCHITECT/ENGINEER in evaluating the proposed substitute. ARCHITECT/ENGINEER may require CONTRACTOR to furnish at CONTRACTOR's expense additional data about the proposed substitute.

7.9.1 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the CONTRACT DOCUMENTS, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to ARCHITECT/ENGINEER if CONTRACTOR submits sufficient information to allow ARCHITECT/ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the CONTRACT DOCUMENTS.

7.9.2 ARCHITECT/ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. ARCHITECT/ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without ARCHITECT/ENGINEER's prior written

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acceptance that will be evidenced by either a CHANGE ORDER or an approved SHOP

DRAWING. The CITY may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other Surety with respect to any substitute. ARCHITECT/ENGINEER will record the time required by ARCHITECT/ENGINEER in evaluating substitutions proposed by CONTRACTOR and in making changes in the CONTRACT DOCUMENTS occasioned thereby. CONTRACTOR shall reimburse the CITY for the charges of ARCHITECT/ENGINEER for evaluating each proposed substitute.

7.10 SUBCONTRACTORS, SUPPLIERS AND OTHERS: CONTRACTOR shall not employ any SUBCONTRACTOR, SUPPLIER or other person against whom the ARCHITECT/ENGINEER or the CITY may have a reasonable objection. CONTRACTOR shall not be required to employ any SUBCONTRACTOR, SUPPLIER or other person against whom the CONTRACTOR has a reasonable objection.

7.10.1 CONTRACTOR shall be fully responsible to CITY and ARCHITECT/ENGINEER for all acts and omissions of the SUBCONTRACTORS, SUPPLIERS and other persons and organizations performing or furnishing any of the work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTORS on acts and omissions. Nothing in the CONTRACT DOCUMENTS shall create for the benefit of any such SUBCONTRACTOR, SUPPLIER, or other person or organization in any contractual relationship between CITY or ARCHITECT/ENGINEER and any such SUBCONTRACTOR, SUPPLIER or other person or organization, nor shall it create any obligation on the part of the CITY or ARCHITECT/ENGINEER to pay or to see to the payment of any monies due any such SUBCONTRACTOR, SUPPLIER or other person or organization except as may otherwise be required by laws and regulations.

7.10.2 CONTRACTOR shall be solely responsible for scheduling and coordinating the work of SUBCONTRACTORS, SUPPLIERS and other persons and organizations performing or furnishing any of the work under a direct or indirect contract with CONTRACTOR. CONTRACTOR shall require all SUBCONTRACTORS, SUPPLIER and other such persons or organizations performing or furnishing any of the work to communicate with ARCHITECT/ENGINEER through CONTRACTOR.

7.11 PERMITS AND LICENSES: The CONTRACTOR shall procure all permits and licenses, pay all charges and fees and give all notices incident to the lawful prosecution of the WORK.

7.12 LAWS AND REGULATIONS: The CONTRACTOR is presumed to have made himself familiar with, and at all time shall observe and comply with all Federal, STATE and Local laws and bylaws, ordinances and regulations in any manner affecting the conduct of the WORK, and shall indemnify and save harmless the CITY and its representatives against any claim or liability arising from or based on the violation of any such law, bylaw, ordinance or regulation, whether by himself or by his employees or SUBCONTRACTORS.

7.12.1 CONTRACTOR shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the WORK. Except for otherwise expressly required by

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applicable laws and regulations, neither CITY nor ARCHITECT/ENGINEER shall be responsible

for monitoring CONTRACTORS compliance with any laws or regulations.

7.12.2 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 caused by, arising out of or resulting therefrom; however, it shall not be CONTRACTORS primary responsibility to make certain that the specifications and drawings are in accordance with laws and regulations, but this shall not relieve CONTRACTOR of CONTRACTORS obligations under the CONTRACT DOCUMENTS.

7.13 TAXES: CONTRACTOR shall pay all sales, consumer, use or other similar taxes required to be paid by the CONTRACTOR under LAWS AND REGULATIONS.

7.14 USE OF PREMISES: The CONTRACTOR shall, at all times, conduct his WORK in such a manner and in such sequence as will insure the least practicable interference with traffic. He shall not open up WORK to the prejudice of WORK already started and this feature of the prosecution shall be governed by the order of the ARCHITECT/ENGINEER.

7.14.1 The CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the site and land and areas identified in and permitted by the contract documents and other land and areas permitted by laws and regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises 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.

Should any claim be made by any such owner or occupant because of the performance of the WORK, CONTRACTOR shall promptly settle with each other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. CONTRACTOR shall, to the fullest extent permitted by laws and regulations, indemnify and hold harmless CITY, ARCHITECT/ENGINEER, ARCHITECT/ENGINEERS' CONSULTANT and anyone directly or indirectly employed by any of them from and against all claims, cause, losses and damages arising out of or resulting from any claim or action, legal or equitable, brought by such owner or occupant against CITY, ARCHITECT/ENGINEER, or any other party indemnify here-under to the extent caused by or based upon CONTRACTORS performance of the work.

7.14.2 During the progress of the WORK, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the WORK. At the completion of the WORK, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premise as well as all tools, appliances, construction equipment and machinery and surplus materials. CONTRACTOR shall leave the site clean and ready for occupancy by CITY at completion of the WORK. CONTRACTOR shall restore to original condition all property not designated for alteration by the CONTRACT DOCUMENTS.

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7.14.3 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.

7.15 SANITARY PROVISIONS: The CONTRACTOR shall observe all rules and regulations of the STATE Board of Health, or any bodies having jurisdiction, and of all local health officials and must take such precautions as are necessary to avoid unhealthful conditions.

7.16 RECORD DOCUMENTS: CONTRACTOR shall maintain in a safe place at the site one record copy of all DRAWINGS, SPECIFICATIONS, ADDENDA, WRITTEN AMENDMENTS, CHANGE ORDERS, FIELD ORDERS and written interpretations and clarifications in good order annotated to reflect changes during construction. These records along with approved SAMPLES and SHOP DRAWINGS will be available to the ARCHITECT/ENGINEER for reference. Upon completion of the WORK, these record documents, SAMPLES and SHOP DRAWINGS will be delivered to ARCHITECT/ENGINEER for CITY.

7.17 SAFETY AND PROTECTION: CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. CONTRACTOR shall take all necessary precautions for the safety of, and provide the necessary protection to prevent damage, entry or loss to:

7.17.1 All persons on the WORK site or who may be affected by the WORK;

7.17.2 All the WORK and material and equipment to be incorporated therein, whether in storage on or off the site; and

7.17.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, road ways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them 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 utility owners when prosecution of the WORK may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss of any property referred to in this paragraph caused directly or indirectly, in all or in part by CONTRACTOR, any SUBCONTRACTOR, SUPPLIER, or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the work of 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 CITY, or ARCHITECT/ENGINEER, or anyone employed by 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 any person

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or organization directly or indirectly employed by any of them". CONTRACTORS duties and

responsibilities for safety and for protection of the work shall continue until such time as all the work is completed and ARCHITECT/ENGINEER is issued a notice to CITY and CONTRACTOR in accordance with the contract documents that the WORK is acceptable.

7.18 TRAFFIC SAFETY PRECAUTIONS: The CONTRACTOR shall at all times so conduct his WORK as to insure the least practicable obstruction to traffic. The convenience of the general public, the residents along and adjacent to the PROJECT, and the protection of persons and property are of prime importance and shall be adequately provided for by the CONTRACTOR. Fire hydrants on or adjacent to the PROJECT shall be kept accessible to the Fire Department at all times and no material or obstructions shall be placed within ten feet of any such hydrant.

Materials stored upon the street shall be placed so as to cause no unnecessary obstruction to the traveling public. When a street under CONTRACT is already open to the traveling public, the CONTRACTOR shall maintain the existing road, the subgrade and the new pavement in such condition that the public can travel over same safely. In dry weather, he shall be responsible for wetting the roadway at frequent intervals to settle the dust. The CONTRACTOR shall cooperate with the ARCHITECT/ENGINEER in the regulation of traffic.

7.18.1 Satisfactory provisions for local traffic must be made by the CONTRACTOR at all times during construction, seeking at all times to inconvenience the public as little as possible.

7.18.2 The CONTRACTOR will not be allowed to obstruct private driveways or approaches, or to dig up or occupy the streets with materials more than is absolutely necessary for the prosecution of the WORK. Barricades shall be erected and maintained as provided in Section 7.17.3.

7.18.3 The CONTRACTOR shall provide, erect and maintain all necessary barricades, danger signals, signs, sufficient number of watchmen and take all necessary precautions for the protection of the WORK and workmen and the safety of the public. All traffic and pedestrian warning signs, devices and procedures shall be in accordance with the "Manual on Uniform Traffic Control Devices, (MUTCD), for Streets and Highway". The CONTRACTOR will be held responsible for all damage to the PROJECT due to failure of the signs and/or barricades to properly protect the WORK from traffic, pedestrians, animals and from all other sources and whenever evidence of any such traffic is found damaging the unaccepted WORK, the ARCHITECT/ENGINEER will order that WORK be immediately removed and replaced by the CONTRACTOR without cost to the CITY. The CONTRACTOR's responsibility for the maintenance of barricades, signs and lights shall not cease until the PROJECT shall have been completed and accepted. The CONTRACTOR shall notify the chief of the Fire and Police Departments whenever a section of street is closed to traffic and again when it is opened to public travel.

7.19 SHOP DRAWINGS AND SAMPLES: CONTRACTOR shall submit four (4) copies of SHOP DRAWINGS to ARCHITECT/ENGINEER for review and approval in accordance with the accepted schedule of SHOP DRAWINGS and SAMPLES. All submittals will be identified as ARCHITECT/ENGINEER may require. The data shown on the SHOP DRAWINGS will be

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complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show ARCHITECT/ENGINEER the materials and equipment

CONTRACTOR proposes to provide and to enable ARCHITECT/ENGINEER to review the information for the purposes intended.

7.19.1 CONTRACTOR shall also submit SAMPLES to ARCHITECT/ENGINEER for review and approval in accordance with said accepted schedule of SHOP DRAWINGS and SAMPLE submittals. Each SAMPLE will be identified clearly as to material, SUPPLIER, pertinent data such as catalog numbers and the use for which intended and otherwise as ARCHITECT/ENGINEER may require to enable ARCHITECT/ENGINEER to review the submittal for the limited purposes intended. The numbers of each SAMPLE to be submitted will be as specified in the SPECIFICATIONS.

7.19.2 Submittal Procedures: Before submitting each SHOP DRAWING or SAMPLE, CONTRACTOR shall have determined and verified:

7.19.2.1 All field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto,

7.19.2.2 All materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the WORK, and

7.19.2.3 All information relative to CONTRACTOR's sole responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

7.19.3 CONTRACTOR shall also have reviewed and coordinated each SHOP DRAWING or SAMPLE with other SHOP DRAWINGS and SAMPLES and with the requirements of the WORK, the CONTRACT DOCUMENTS, and in accordance with Section 4.5.2 of these general provisions.

7.19.3.1 Each submittal will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the CONTRACT DOCUMENTS with respect to CONTRACTOR's review and approval of that submittal.

7.19.3.2 At the time of each submission, CONTRACTOR shall give ARCHITECT/ENGINEER specific written notice of such variations, if any, that the SHOP DRAWINGS or SAMPLE submitted may have from the requirements of the CONTRACT DOCUMENTS, such notice to be written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each SHOP DRAWING and SAMPLE submitted to ARCHITECT/ENGINEER for review and approval of each such variation.

7.20 INDEMNIFICATION: To the fullest extent permitted by LAWS AND REGULATIONS, CONTRACTOR shall indemnify and hold harmless the CITY, ARCHITECT/ENGINEER, and the officers, directors, employees, agents and other consultants of each and any of them from and

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against all claims, costs, losses and damages (including but not limited to all fees and charges of Architect/Engineers, architects, attorneys and other professionals and all court or arbitration or

other dispute resolution costs) caused by, arising out of or resulting from the performance of the WORK, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the WORK itself), including the loss of use resulting therefrom, and (ii) is caused in whole or in part by any negligent act or omission of CONTRACTOR, or SUBCONTRACTOR, any SUPPLIER, 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 caused in part by any negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by LAWS AND REGULATIONS regardless of the negligence of any such person or entity.

7.20.1 In any and all claims against CITY or ARCHITECT/ENGINEER or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any SUBCONTRACTOR, any SUPPLIER, 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 Section 7.20 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 person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

7.21 COOPERATION WITH PUBLIC UTILITIES: It shall be the CONTRACTOR's responsibility to notify all public utilities or other parties interested to make all necessary adjustments of public utility fixtures and appurtenances within or adjacent to the limits of construction. Unless otherwise specified, these adjustments are to be made by the CITY. The location of utilities on the plan is incomplete and general and the CITY will not be responsible for any delay or extra cost due to errors in location, omission or unforeseen utilities.

7.21.1 The CONTRACTOR will be responsible for any damage done by him to any telephone, telegraph, power pole or lines, fire hydrant, gas, water, storm water or sanitary sewer line and service line, conduit and other accessories and appurtenances of a similar nature that are fixed or controlled by the CITY, a public utility company or a corporation. He shall perform and carry on his WORK in such a manner as not to interfere with or damage fixtures mentioned herein, or as shown on the DRAWINGS, or discovered during construction, which are to be left within the limits of the PROJECT. The CITY will not be responsible for any delay or damage incurred by the CONTRACTOR due to working around or joining his WORK to fixtures left in place.

7.21.2 The CITY will not be responsible for any delays or inconveniences to the CONTRACTOR in carrying on his WORK in the above mentioned manner and/or while the public utilities companies or the CITY are making necessary adjustments of their fixtures or appurtenances. Any additional cost incurred shall be at the expense of the CONTRACTOR and shall be considered as completely covered by the UNIT PRICES for the various pay items provided for in the proposal

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and AGREEMENT.

7.21.3 The CONTRACTOR shall contact the Water Department before using any water from any fire hydrants. A deposit must be paid and a hydrant meter obtained. Damage to fire hydrants due to improper use by the CONTRACTOR shall be paid for by the CONTRACTOR.

7.22 CONTRACTORS GENERAL WARRANTY AND GUARANTEE: CONTRACTOR warrants and guarantees to owner, and ARCHITECT/ENGINEER that all WORK will be in accordance with the CONTRACT DOCUMENTS and will not be defective. CONTRACTORS warranty and guarantee here-under excludes defects or damage caused by (i) abuse, modification or improper maintenance or operations by persons other than CONTRACTOR, SUBCONTRACTOR or SUPPLIERS; or (ii) normal wear and tear under normal usage.

7.22.1 CONTRACTORS 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 CONTRACTORS obligation to perform the work in accordance with the CONTRACT DOCUMENTS:

7.22.1.1 Observations by ARCHITECT/ENGINEER;

7.22.1.2 Recommendation of any progress or final payment by ARCHITECT/ENGINEER;

7.22.1.3 Issuance of a certificate of completion or any payment by CITY to CONTRACTOR under the CONTRACT DOCUMENTS;

7.22.1.4 Use or occupancy of the WORK or any part thereof by CITY;

7.22.1.5 Any acceptance by CITY of any failure to do so;

7.22.1.6 Any review and approval of a SHOP DRAWING or SAMPLE submittal or the issuance of a notice of acceptability by ARCHITECT/ENGINEER;

7.22.1.7 Any inspection, test or approval by other; or

7.22.1.8 Any correction of defective WORK by CITY.

DIVISION 1

General Provisions

Section 8

ARCHITECT/ENGINEER'S Status During Construction

8.1	CITY'S Representative	8.6	Rejecting DEFECTIVE WORK
8.2	Visits to SITE	8.7	Determinations for Unit Price
8.3	PROJECT REPRESENTATIVE	8.8	Decisions on Disputes
8.4	Clarifications & Interpretations	8.9	Impartiality
8.5	Authorized Variations in WORK	8.10	Limitations on ARCHITECT/ENGINEER'S Authority and Responsibilities

8.1 CITY'S REPRESENTATIVE: ARCHITECT/ENGINEER will be CITY'S representative during the construction period. The duties and responsibilities and the limitations of authority of ARCHITECT/ENGINEER as CITY'S representative during construction are set forth in the CONTRACT DOCUMENTS and shall not be extended without written consent of CITY and ARCHITECT/ENGINEER.

8.2 VISITS TO SITE: ARCHITECT/ENGINEER will make visits to the site at intervals appropriate to the various stages of construction as ARCHITECT/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, ARCHITECT/ENGINEER will endeavor for the benefit of CITY to determine, in general, if the WORK is proceeding in accordance with CONTRACT DOCUMENTS. ARCHITECT/ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality of quantity of the WORK. ARCHITECT/ENGINEER'S efforts will be directed toward providing for CITY at a greater degree of confidence that the completed WORK will conform generally to CONTRACT DOCUMENTS. On the basis of such visits and on-site observations, ARCHITECT/ENGINEER will keep CITY informed of the progress of the WORK and will endeavor to guard CITY against DEFECTIVE WORK. ARCHITECT/ENGINEER'S visits and on-site observations are subject to all the limitations on ARCHITECT/ENGINEER'S authority and responsibility set forth in paragraph. And particularly, without limitation, during or as a result of ARCHITECT/ENGINEER'S on-site visits or observations of CONTRACTORS work, ARCHITECT/ENGINEER will not supervise, direct, control or have authority over or be responsible for CONTRACTORS means, methods, techniques, sequences, or procedures of construction, of the safety

precautions and programs incidental thereto, or for any failure of CONTRACTOR to comply with laws and regulations applicable to the furnishing or performance of the work.

8.3 PROJECT REPRESENTATIVE: If CITY and ARCHITECT/ENGINEER agree, ARCHITECT/ENGINEER will furnish a resident project representative to assist ARCHITECT/ENGINEER in providing more continuous observation of the WORK. The responsibilities and authorities and limitations thereon of any such resident project representative and assistance will be provided in this Section 8 and in SPECIAL PROVISIONS. If CITY designates another representative or agent to represent CITY at the site, who is not ARCHITECT/ENGINEER'S CONSULTANT, agent or employee, the responsibilities and authority and limitations thereon of such other person will be as provided in the SPECIAL PROVISIONS.

8.3.1 PROJECT REPRESENTATIVE shall be authorized to inspect all WORK done and all materials furnished. Such inspection may extend to all or any parts of the WORK and to the preparation or manufacture of the materials to be used. A PROJECT REPRESENTATIVE shall be stationed on the construction SITE to report to the ARCHITECT/ENGINEER as to the progress of the WORK and the manner in which it is being performed; also to report whenever it appears that the material furnished and the WORK performed by the CONTRACTOR fails to fulfill the requirements of the CONTRACT, and to call to the attention of the CONTRACTOR any such failure or other infringement, but such inspection shall not relieve the CONTRACTOR from any obligations to perform all the WORK in accordance with the requirements of the CONTRACT DOCUMENTS. In case of any dispute arising between the CONTRACTOR and the PROJECT REPRESENTATIVE as to materials furnished or the manner of performing the WORK, the PROJECT REPRESENTATIVE shall have the authority to reject the material or suspend the WORK until the question at issue can be referred to the ARCHITECT/ENGINEER. The PROJECT REPRESENTATIVE shall not, however, be authorized to revoke, alter, enlarge, relax or release any requirements of the DOCUMENTS, nor to approve or accept any portion of the WORK, nor to issue instructions contrary to the DRAWINGS and SPECIFICATIONS. He shall in no case act as foreman or perform other duties for the CONTRACTOR, nor interfere with the management of the WORK. Any advice that the PROJECT REPRESENTATIVE may give the CONTRACTOR shall in no way be construed as binding on the ARCHITECT/ENGINEER or the CITY in any way, or as releasing the CONTRACTOR from the fulfillment of the terms of the AGREEMENT.

8.3.2 INSPECTION: The ARCHITECT/ENGINEER and PROJECT REPRESENTATIVE shall have free access at all times to all parts of the WORK, and to materials intended for use in the WORK. The CONTRACTOR shall furnish the ARCHITECT/ENGINEER with every reasonable facility for ascertaining whether or not the WORK performed is in accordance with the requirements and intent of the CONTRACT DOCUMENT.

The WORK will be inspected as it progresses, but failure to reject or condemn DEFECTIVE WORK or materials at the time it is done will in no way prevent its rejection whenever it is discovered. If the ARCHITECT/ENGINEER requests, the CONTRACTOR shall at any time before the acceptance of WORK, remove or uncover such portions of the finished WORK as may be directed. After examination, the CONTRACTOR shall restore said portions of the finished WORK to the standard required by the SPECIFICATIONS. Should the WORK thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed, shall be paid for as Extra Work, but should the WORK so exposed or examined prove unacceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed shall be at the CONTRACTOR's expense.

8.3.3 The CONTRACTOR shall notify the ARCHITECT/ENGINEER at least forty-eight (48) hours in advance of his intention to begin construction to assure the presence of a PROJECT REPRESENTATIVE on the SITE.

8.4 CLARIFICATIONS AND INTERPRETATIONS: ARCHITECT/ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the CONTRACT DOCUMENTS (in the form of DRAWINGS or otherwise) as ARCHITECT/ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the CONTRACT DOCUMENTS. Such written clarifications and interpretations will be binding on CITY and CONTRACTOR. If CITY or CONTRACTOR believes that a written clarification or interpretation justifies and adjustment in the CONTRACT PRICE or the CONTRACT TIME and the parties are unable to agree to the amount or extent thereof, if any, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 11.

8.5 AUTHORIZED VARIATIONS IN WORK: ARCHITECT/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 TIME 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 CITY and also on CONTRACTOR who shall perform the WORK involved. If CITY or CONTRACTOR believes that a FIELD ORDER justifies an adjustment in the CONTRACT PRICE or the CONTRACT TIME and the parties are unable to agree on the amount or extent thereof, CITY or CONTRACTOR may make a written claim therefor as provided in Article 11.

8.6 REJECTING DEFECTIVE WORK: ARCHITECT/ENGINEER will have authority to disapprove or reject WORK which ARCHITECT/ENGINEER believes to be DEFECTIVE, or that ARCHITECT/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. ARCHITECT/ENGINEER will also have authority to require special inspection or testing of the WORK as provided in these general provisions whether or not the WORK is fabricated, installed, or completed.

8.7 DETERMINATIONS FOR UNIT PRICES: ARCHITECT/ENGINEER will determine the actual quantities and classifications of unit price WORK performed by CONTRACTOR. ARCHITECT/ENGINEER will review with CONTRACTOR the ARCHITECT/ENGINEER'S preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an application for payment or otherwise). ARCHITECT/ENGINEER'S written decision thereon will be final and binding upon CITY and CONTRACTOR, unless, within ten days after the date of any such decision, either CITY or CONTRACTOR delivers to the other and to ARCHITECT/ENGINEER written notice of intention to appeal from ARCHITECT/ENGINEER'S decision and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to ARCHITECT/ENGINEER'S decision, unless otherwise agreed in writing by CITY and CONTRACTOR. Such appeal will not be subject to the procedures of paragraph 8.8.

8.8 DECISIONS ON DISPUTES: ARCHITECT/ENGINEER will be the initial interpreter of the requirements of the CONTRACT DOCUMENTS and judge of the acceptability of the WORK thereunder. Claims, disputes and other matters relating to the acceptability of the WORK or the interpretations of the requirements of the CONTRACT DOCUMENTS pertaining to the performance and furnishing of the WORK and claims under Article 11 in respect of changes in the CONTRACT PRICE or CONTRACT TIMES will be referred initially to ARCHITECT/ENGINEER in writing with a request for formal decision in accordance with this paragraph. Written notice of each such claim, dispute or other matter will be delivered by the claimant to ARCHITECT/ENGINEER and the other party to the AGREEMENT promptly (but in no event later than thirty days) after the start of the occurrence or event giving rise thereto, and written supporting data will be submitted to ARCHITECT/ENGINEER and the other party within sixty days after the start of such occurrence or event unless ARCHITECT/ENGINEER allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute or other matter. The opposing party shall submit any response to ARCHITECT/ENGINEER and the claimant within thirty days of the last submittal (unless ARCHITECT/ENGINEER allow an additional time). ARCHITECT/ENGINEER will render a formal decision in writing within thirty days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. ARCHITECT/ENGINEER'S written decision on such claim, dispute or other matter will be final and binding upon CITY and CONTRACTOR unless a written notice of intention to appeal from ARCHITECT/ENGINEER'S written decision is delivered by CITY or CONTRACTOR to the other and to ARCHITECT/ENGINEER within thirty days after the date of such decision and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect of such claim, dispute or other matter in

accordance with applicable laws and regulations within sixty days of the date of such decision, unless otherwise agreed in writing by CITY and CONTRACTOR.

8.9 IMPARTIALITY: When functioning as interpreter and judge under paragraphs 8.7 and 8.8, ARCHITECT/ENGINEER will not show partiality to CITY or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ARCHITECT/ENGINEER pursuant to paragraphs 8.7 and 8.8 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by CITY or CONTRACTOR of such rights or remedies as either may otherwise have under the CONTRACT DOCUMENTS or by laws or regulations in respect of any such claim, dispute or other matter.

8.10 LIMITATIONS ON ARCHITECT/ENGINEER'S AUTHORITY AND RESPONSIBILITIES: Neither ARCHITECT/ENGINEER'S authority or responsibility under this Section 8 or under any other provision of the CONTRACT DOCUMENTS nor any decision made by ARCHITECT/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 ARCHITECT/ENGINEER shall create, impose or give rise to any duty owed by ARCHITECT/ENGINEER to CONTRACTOR, any SUBCONTRACTOR, any SUPPLIER, any other person or organization, or to any surety for or employee or agent of any of them.

8.10.1 ARCHITECT/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 incidental thereto, or for any failure of CONTRACTOR to comply with law and regulations applicable to the furnishing or performance of the WORK. ARCHITECT/ENGINEER will not be responsible for CONTRACTOR'S failure to perform or furnish the WORK in accordance with the CONTRACT DOCUMENTS.

8.10.2 ARCHITECT/ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any SUBCONTRACTOR, and SUPPLIER, or of any other person or organization performing or furnishing any of the WORK.

8.10.3 ARCHITECT/ENGINEER'S review of the final application for payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and other documentation required to be delivered by these CONTRACT DOCUMENTS 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.

8.10.4 The limitations upon authority and responsibility set forth in this Section 8 shall also

apply to ARCHITECT/ENGINEER'S, Resident Project Representative, assistants and professional consultants.

DIVISION 1

General Provisions

Section 9

City's Responsibility

9.1	Method of Communications	9.5	CHANGE ORDERS
9.2	Termination of ARCHITECT/ENGINEER	9.6	SAMPLES and Tests
9.3	Processing Payments	9.7	Stop WORK, Suspend WORK, Terminate Services
9.4	Lands, Rights-of-way, Easements	9.8	Prosecution of the WORK

9.1 METHOD OF COMMUNICATIONS: Except as otherwise provided in these General Provisions, the CITY shall issue all communications to the CONTRACTOR through the ARCHITECT/ENGINEER.

9.2 TERMINATION OF ARCHITECT/ENGINEER: In the case of termination of the employment of the ARCHITECT/ENGINEER, the CITY shall appoint an ARCHITECT/ENGINEER against whom CONTRACTOR makes no reasonable objection, whose status under the CONTRACT DOCUMENTS shall be that of the former ARCHITECT/ENGINEER.

9.3 PROCESSING PAYMENTS: The CITY shall make payments to the CONTRACTOR in accordance with Section 12.1 and 12.1.1.

9.4 LANDS, RIGHTS-OF-WAY, EASEMENTS: The CITY shall make available to the CONTRACTOR such lands and rights-of-way or easements, as specified in Section 5.1 and exploratory reports set forth in Section 5.2. In addition, the CITY, through the ARCHITECT/ENGINEER, will provide reference points and construction stakes as provided in Section 5.5.

9.5 CHANGE ORDERS: When the ARCHITECT/ENGINEER and the CONTRACTOR agree that a CHANGE ORDER is required due to changes in CONTRACT PRICE or CONTRACT TIME, the ARCHITECT/ENGINEER shall process such documents as may be required to process the CHANGE ORDER promptly as provided in Section 4.3 of these General Provisions.

9.6 SAMPLES AND TESTS: The CITY'S responsibility in respect to certain Tests and SAMPLES is set forth in Section 7.8 of these General Provisions.

9.7 STOP WORK, SUSPEND WORK, TERMINATE SERVICES: The CITY reserves the right to Stop WORK, Suspend WORK or Terminate Services under certain circumstances as provided by these General Provisions.

9.8 PROSECUTION OF THE WORK: The CITY shall not supervise, direct, control nor have authority over the CONTRACTOR's means, method, techniques, sequences or procedures of construction.

DIVISION 1

General Provisions

Section 10

Change in Contract Time

- | | |
|---------------------------------------|----------------------------------|
| 10.1 Change in CONTRACT TIME | 10.4 Extension of CONTRACT TIME |
| 10.2 Delays | 10.5 Failure to Complete WORK on |
| 10.3 Temporary Supervision of
WORK | Time |

10.1 CHANGE IN CONTRACT TIME: The CONTRACT TIME may be changed only by CHANGE ORDER or WRITTEN AMENDMENT within the guidelines of the CITY COUNCIL Policy. Any claim for an adjustment of CONTRACT TIME shall be based on a written notice by the CONTRACTOR to the ARCHITECT/ENGINEER not later than thirty (30) days after the occurrence of the event giving rise to the claim. Written justification of the extent of the claim shall be delivered to the ARCHITECT/ENGINEER within sixty (60) days of such occurrence. All claims for adjustments to CONTRACT TIME shall be determined in accordance with Sections 1.51, 3.11, 4.2, 4.4, 4.8, 8.1, 9.5, 9.7 and 11.4.

10.2 DELAYS: Where the CONTRACTOR is prevented from completing any part of the WORK within the CONTRACT TIME due to delay beyond the control of the CONTRACTOR, the CONTRACT TIME will be extended in an amount equal to the time lost due to such delay. Delays beyond the control of the CONTRACTOR shall include, but not be limited to, acts or neglect by the CITY, acts or neglect of utility owners, fires, floods, epidemics, abnormal weather conditions or acts of God. Delays attributable to and within the control of a SUBCONTRACTOR or SUPPLIER shall be deemed to be delays within the control of the CONTRACTOR.

10.3 TEMPORARY SUSPENSION OF WORK: The ARCHITECT/ENGINEER shall have the authority to suspend the WORK wholly or in part. The order to suspend the WORK for periods exceeding one (1) day shall be in writing and shall include the specific reasons for suspension.

10.3.1 If the WORK is suspended by the ARCHITECT/ENGINEER because of the failure or refusal of the CONTRACTOR to comply with the order of the ARCHITECT/ENGINEER or with the DRAWINGS and SPECIFICATIONS, the time elapsed during such suspension shall remain charged against the CONTRACTOR.

10.3.2 When the WORK is suspended, the CONTRACTOR shall store all material in such

manner that they will not obstruct or impede the traveling public unnecessarily nor become damaged in any way and he shall take every precaution to prevent damage or deterioration of the WORK performed. The WORK shall be resumed when conditions are favorable and methods are corrected as ordered or approved in writing by the ARCHITECT/ENGINEER. Liquidated damages shall not accrue during the period in which WORK is suspended unless suspension is due to the failure of the CONTRACTOR to perform any of the provisions of the CONTRACT.

10.3.3 If the WORK is suspended by the CITY in order to remove or replace unknown subsurface hazards or utilities or to correct funding deficiencies caused by said conditions, the time elapsed during such suspension shall not be charged against the CONTRACTOR. In addition, the CONTRACTOR may claim partial remobilization cost if the suspension exceeds five (5) working days as defined elsewhere in these General Provisions.

10.4 EXTENSION OF CONTRACT TIME: The date of beginning and the time of completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on the date specified in the NOTICE TO PROCEED.

10.4.1 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the CITY, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

10.4.2 In the event there is an overrun in the contractual amount, the CONTRACT TIME shall automatically be extended by a period proportional to the positive difference in dollars obtained by subtracting the CONTRACT amount from the total amount of the final estimate.

10.5 FAILURE TO COMPLETE WORK ON TIME: Should the CONTRACTOR fail to complete the WORK within the CONTRACT TIME or extension of time granted by the CITY, the CONTRACTOR will pay to the CITY the amount for liquidated damages as specified in the BID for each WORKING DAY that the CONTRACTOR shall be delinquent after the time stipulated in the CONTRACT DOCUMENTS.

10.5.1 An amount of \$240.00 per WORKING DAY, for each day after the expiration of the CONTRACT TIME or extended CONTRACT TIME, will be deducted as liquidated damages from any money due the CONTRACTOR under this CONTRACT. The CONTRACTOR and his SURETY shall be liable for any liquidated damages in excess of the amount due the CONTRACTOR. Liquidated damages will be deducted from the CONTRACTOR's partial estimate when CONTRACT TIME expires and funds deducted may only be paid to the CONTRACTOR for liquidated damages upon approval of additional WORKING DAYS to his CONTRACT TIME and payment made for only those additional WORKING

DAYS approved.

10.5.2 Permitting the CONTRACTOR to continue and finish the WORK or any part of it after the time affixed for its completion, or after the date to which the time of completion may have been extended, shall in no way be considered as a waiver on the part of the CITY of any of its rights under this AGREEMENT.

DIVISION 1

General Provisions

Section 11

Changes in Contract Price

- 11.1 CONTRACT PRICE
- 11.2 Changes in CONTRACT Price
- 11.3 Value of WORK
- 11.4 Increased or Decreased Quantities

11.1 CONTRACT PRICE: The CONTRACT PRICE constitutes the total compensation (subject to authorized adjustments) payable to the CONTRACTOR for performing the WORK. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at the CONTRACTOR's expense without change in the CONTRACT PRICE.

11.2 CHANGES IN CONTRACT PRICE: The CONTRACT PRICE may be changed only by a CHANGE ORDER or by a WRITTEN AMENDMENT. Any claim for an adjustment in the CONTRACT PRICE shall be based on written notice delivered by the CONTRACTOR to the ARCHITECT/ENGINEER promptly (but in no event later than thirty (30) days) after the start of the occurrence or event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty (60) days after the start of such occurrence or event (unless ARCHITECT/ENGINEER allows additional time for claimant to submit additional or more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the adjustment claimed covers all known amounts to which the claimant is entitled as a result of said occurrence or event. All claims for adjustment in the CONTRACT PRICE shall be determined by ARCHITECT/ENGINEER but final approval shall not be formally constituted until final action of approval by the CITY COUNCIL.

11.3 VALUE OF WORK: The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

- Method (A) - By agreed unit prices; or
- Method (B) - By agreed lump sum; or
- Method (C) - If neither Method (A) nor Method (B) can be agreed upon before the Extra WORK is commenced, then the CONTRACTOR shall be paid the "Actual Field Cost" of the

WORK plus twenty percent (20%).

11.3.1 When the CITY requires the CONTRACTOR to do such work on a force account basis, the CONTRACTOR will be compensated as follows:

- (a) **LABOR:** For labor and working foremen in direct charge of operations, the CONTRACTOR shall receive the wage rates agreed upon in writing before beginning WORK for each hour that said labor and foremen are engaged in such WORK. The CONTRACTOR shall receive the actual costs paid to, or in behalf of, workmen for subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the WORK, but limited to a maximum daily rate for subsistence and travel allowances, which maximum will be agreed upon prior to incurring such charges. An amount equal to twenty percent (20%) of the sum of the above items will also be paid the CONTRACTOR.
- (b) **BOND, INSURANCE AND TAX:** For property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions and social security taxes on force account work, the CONTRACTOR shall receive the actual cost thereof, to which six percent (6%) will be added. The CONTRACTOR shall furnish satisfactory evidence of the rates paid for such BOND, insurance and tax.
- (c) **MATERIALS:** For materials accepted by the ARCHITECT/ENGINEER and used, the CONTRACTOR shall receive the actual cost of such materials delivered on the WORK including transportation charges paid by him (exclusive of machinery rentals), to which fifteen percent (15%) will be added.
- (d) **EQUIPMENT:** For machinery or special equipment (other than small tools) including fuel, lubricants and transportation costs, the use of which has been authorized by the ARCHITECT/ENGINEER, the CONTRACTOR shall receive the rental rates agreed upon in writing before such WORK is begun for the actual time such equipment is in operation on the WORK.
- (e) **MISCELLANEOUS:** No additional allowance will be made for General Superintendence, the use of small tools or other costs for which no specific allowance is herein provided.
- (f) **COMPENSATION:** The PROJECT REPRESENTATIVE and the ARCHITECT/ENGINEER shall compare records of the cost of WORK done as ordered on a force account basis. Such comparison shall be made daily

if required by the ARCHITECT/ENGINEER. Should any work be performed by an approved SUBCONTRACTOR, the CONTRACTOR will be paid the actual and reasonable cost of such subcontracted work computed as outlined above, plus an additional allowance of ten percent (10%) for materials cost and for direct labor cost to cover the CONTRACTOR's profit, superintendent, administration, insurance and overhead.

- (g) STATEMENTS: No payment will be made for WORK performed on a force account basis until the CONTRACTOR has furnished the ARCHITECT/ENGINEER with duplicate itemized statements of the cost of such force account work detailed as follows:
- (1) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.
 - (2) Designations, dates, daily hours, total hours, rental rate and extension for each unit of machinery and equipment.
 - (3) Quantities of materials, prices and extensions.
 - (4) Transportation of materials.
 - (5) Cost of property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions and social security tax.

Statements shall be accompanied and supported by invoices for all materials used and all transportation charges. If materials used on force account work are not purchased for such work but are taken from the CONTRACTOR's stock, in lieu of invoices, the CONTRACTOR shall furnish an itemized list of such materials showing that the quantity claimed was actually used, and that the price and transportation costs claimed represent the actual cost to the CONTRACTOR. All invoices submitted shall be accompanied by the CONTRACTOR's notarized statement that payment in full has been made for the materials.

11.4 INCREASED OR DECREASED QUANTITIES: When alterations in DRAWINGS or quantities of WORK not requiring SUPPLEMENTAL AGREEMENTS, as hereinabove provided, are ordered and performed and when such alterations result in increase or decrease of the quantity of WORK performed, the CONTRACTOR shall accept payment in full at the CONTRACT Unit Price for the actual quantities of WORK done and no allowance will be made for anticipated profits. Increased or decreased quantities of WORK involving CONTRACT PRICE changes, as set forth in Sections 8 and 11 of the General Provisions shall be paid for as stipulated in such agreements.

DIVISION 1

General Provisions

Section 12

Payments and Completion

- | | |
|------------------------|-----------------------------------|
| 12.1 Progress Payments | 12.5 Acceptance and Final Payment |
| 12.2 Scope of Payments | 12.6 Waiver of Claims |
| 12.3 Final Cleaning Up | 12.7 CONTRACTOR'S Guarantee |
| 12.4 Final Inspection | |

12.1 PROGRESS PAYMENTS: On or before the last day of each month, the CONTRACTOR shall prepare and submit to the ARCHITECT/ENGINEER for approval or modification, a monthly statement or estimate showing as completely as practical the total value of the WORK done by the CONTRACTOR up to the last day of the month; said estimate shall also include the value of all stockpiled materials delivered on the SITE and accepted by the ARCHITECT/ENGINEER.

12.1.1 The CITY shall then pay the CONTRACTOR within thirty (30) days the total amount of the approved estimate, less retainage as required per LA Revised Statutes 38:2248, and further less all previous payments and further sums that may be retained by the CITY under the terms of the CONTRACT.

12.2 SCOPE OF PAYMENTS: The CONTRACTOR shall receive and accept the compensation provided for in the CONTRACT as full payment for furnishing all materials, labor, tools and equipment and for performing all WORK contemplated and embraced under the CONTRACT in a complete and acceptable manner in accordance with the CONTRACT, for all loss or damage arising out of the nature of the WORK as herein specified, or from any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the WORK and for all risks of every description connected with the prosecution of the WORK until final acceptance by the ARCHITECT/ENGINEER. The payment of any Progress Payment or the acceptance of any portion of the WORK as provided in the CONTRACT shall in no way affect the obligation of the CONTRACTOR, who, at his own cost and expense, shall repair, correct, renew or replace any defects or imperfections in the construction, strength, or quality of materials used in or about the construction of the WORK under the CONTRACT and this payment shall in no way affect his responsibility for all damages due or attributable to such defects or imperfections which may be discovered before the final acceptance of the whole WORK and the ARCHITECT/ENGINEER shall be the judge of such defects or imperfections. No monies under the CONTRACT shall become due, if the

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ARCHITECT/ENGINEER so elects, until the CONTRACTOR has satisfied the

ARCHITECT/ENGINEER that he has fully settled for materials, equipment and other services in or upon the WORK and labor done in connection therewith.

12.2.1 All WORK indicated on the DRAWINGS as necessary to the completion of the improvement shall be performed by the CONTRACTOR, unless otherwise provided. All fences, buildings, bridges and structures of any character not necessary to the construction of the PROJECT or other encumbrances upon or within the limits of the construction, where indicated on the DRAWINGS to be removed, unless otherwise provided, shall be removed by the CONTRACTOR and disposed of as directed. All unsightly material removed shall be disposed of in such a manner that meets the approval of the ARCHITECT/ENGINEER. This WORK will be paid for as specifically provided for in the various pay items appearing in the proposal and CONTRACT but should no specific provisions be made for the payment of this WORK, it will be considered subsidiary WORK and as such shall be included by the CONTRACTOR in the BID prices for pay items appearing in the proposal and CONTRACT.

12.3 FINAL CLEANING UP: Upon completion of the WORK and before acceptance and final payment is made, the CONTRACTOR shall clean and remove from the roadway, neutral ground and adjacent property all surplus and discarded materials, weeds, bushes, rubbish, forms and temporary structures. He shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the WORK, and shall leave the site of the WORK in a neat and presentable condition throughout.

12.3.1 Upon completion, and unless otherwise instructed, structures, all superfluous material, cofferdams, construction buildings and other temporary structures and debris resulting from construction shall be removed. False work timbers and piles shall be removed to the ground level. Upon completion of WORK in connection with drainage structures, the CONTRACTOR will be required to remove all debris, such as drifts, weeds, dirt, scraps of building material, or any other obstruction whether old or new.

12.3.2 All drainage culverts within the limits of the PROJECT shall be cleaned and flushed whether it is new culverts installed in the PROJECT or culverts found in place and/or designated by the ARCHITECT/ENGINEER to remain.

12.3.3 All materials shall be disposed of as directed by the ARCHITECT/ENGINEER and stream channels, structures and roadway shall be left in a neat and presentable condition. Obstructions to the end of drainage structures shall be removed unless the CONTRACTOR is otherwise directed by the ARCHITECT/ENGINEER.

12.3.4 No special payment will be made for this work; its cost being included in the prices paid for the construction work.

12.4 FINAL INSPECTION: Whenever the WORK provided for and contemplated by the CONTRACT shall have been satisfactorily completed and the final cleaning up performed, the CONTRACTOR shall notify the ARCHITECT/ENGINEER, requesting Final Inspection.

12.5 ACCEPTANCE AND FINAL PAYMENT: Within ten (10) days after the CONTRACTOR has given notice to the ARCHITECT/ENGINEER that the WORK has been completed, the ARCHITECT/ENGINEER and the PROJECT REPRESENTATIVE shall inspect the WORK and within said time, if the WORK is found to be completed in accordance with the CONTRACT DOCUMENTS, the ARCHITECT/ENGINEER shall provide to the CITY a CERTIFICATE OF ACCEPTANCE. Upon completion of all WORK, and upon certification by the CITY that the WORK has been accepted, the CITY will record the CERTIFICATE OF ACCEPTANCE of the WORK in the office of the Clerk of Court of Rapides Parish, Louisiana. If, upon or after the expiration of forty-five (45) days after the recordation of acceptance, the CONTRACTOR submits to the CITY a Certificate from the Clerk of Court of the Parish of Rapides to the effect that there are no claims or liens recorded against the CONTRACT or the CONTRACTOR, then Final Payment of all amounts due the CONTRACTOR shall be made by the CITY. Final Payment will be made within thirty (30) days of receipt of the Clear Lien Certificate from the CONTRACTOR through the ARCHITECT/ENGINEER. Neither the CERTIFICATE OF ACCEPTANCE nor the Final Payment, nor any provision in the CONTRACT DOCUMENTS shall relieve the CONTRACTOR of the obligations for fulfillment of any warranty that may be required in these General Provisions, the SPECIAL PROVISIONS or the SPECIFICATIONS.

12.6 WAIVER OF CLAIMS: The acceptance by the CONTRACTOR of Final Payment shall be and shall operate as a release to the CITY of all claims and all liability to the CONTRACTOR, other than claims in stated amount as may be specifically accepted by the CONTRACTOR, for all things done or furnished in connection with this WORK and for every act and neglect of the CITY and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or its SURETIES from any obligations under the CONTRACT DOCUMENTS or the Performance and Payment BONDS.

12.7 CONTRACTOR'S GUARANTEE: The CONTRACTOR shall guarantee all materials and equipment furnished and WORK for a period of one (1) year from the date of recordation of the CERTIFICATE OF ACCEPTANCE. The CONTRACTOR warrants that the completed WORK is free from all defects due to faulty materials and workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of the damage of other parts of the system resulting from such defects. The CITY will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the CITY may do so and charge the CONTRACTOR the cost thereby incurred. The

Performance BOND shall remain in full force and effect through the guaranty period.

DIVISION 1

General Provisions

Section 13

Termination and Default

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| 13.1 | Termination | 13.3 | Default of CONTRACT |
| 13.2 | CONTRACTOR May Terminate | 13.4 | Termination of CONTRACTOR'S Responsibility |

13.1 TERMINATION: The CITY may elect to terminate an AGREEMENT with a CONTRACTOR when the CONTRACTOR persistently fails to perform the WORK in accordance with the CONTRACT DOCUMENTS. Such failure shall include, but not be limited to failure to supply sufficient skilled workers or suitable material or equipment or failure to adhere to progress schedules; failure to obey LAWS AND REGULATIONS; failure to regard the authority of the ARCHITECT/ENGINEER; or failure to comply in a substantial way with the provisions of the CONTRACT DOCUMENTS.

13.1.1 The CITY may, after giving CONTRACTOR and the SURETY, seven (7) days' written notice and to the extent permitted by LAWS AND REGULATIONS, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site and take possession of the WORK and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the Site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the WORK all materials and equipment stored at the Site or for which the CITY has paid CONTRACTOR but which are stored elsewhere, and finish the WORK as the CITY may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds all claims, costs, losses and damages sustained by the CITY arising out of or resulting from 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 the CITY. Such claims, costs, losses and damages incurred by the CITY will be reviewed by ARCHITECT/ENGINEER as to their reasonableness and when so approved by ARCHITECT/ENGINEER incorporated in a CHANGE ORDER, provided that when exercising any rights or remedies under this paragraph the CITY shall not be required to obtain the lowest price for the WORK performed.

13.1.2 Where CONTRACTOR's services have been so terminated by the CITY, the termination will not affect any rights or remedies of the CITY against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies due

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CONTRACTOR by the CITY will not release CONTRACTOR from liability.

13.1.3 Upon seven (7) days' written notice to CONTRACTOR the CITY may, without cause and without prejudice to any other right or remedy of the CITY, elect to terminate the AGREEMENT. In such case, CONTRACTOR shall be paid (without duplication of any items):

13.1.3.1 For completed and acceptable WORK executed in accordance with the CONTRACT DOCUMENTS prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such WORK;

13.1.3.2 For expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the CONTRACT DOCUMENTS in connection with uncompleted WORK, plus fair and reasonable sums for overhead and profit on such expenses;

13.1.3.3 For all claims, costs, losses and damages incurred in settlement of terminated contracts with SUBCONTRACTORS, SUPPLIERS and others; and

13.1.3.4 For reasonable expenses directly attributable to termination.

13.1.4 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.

13.2 CONTRACTOR MAY TERMINATE: If, through no act or fault of CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the CITY or under an order of court or other public authority, or ARCHITECT/ENGINEER fails to act on any Application for Payment within thirty (30) days after it is submitted or the CITY fails for thirty (30) days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven (7) days' written notice to the CITY and provided the CITY or ARCHITECT/ENGINEER do not remedy such suspension or failure within that time, terminate the AGREEMENT and recover from the CITY payment on the same terms as provided in Section 13.1.3.1, 13.1.3.2, 13.1.3.3, 13.1.3.4 and 13.1.4.

13.3 DEFAULT OF CONTRACT: If the CONTRACTOR fails to begin WORK within the time specified or if the construction or WORK to be done under this CONTRACT shall be abandoned, or if this CONTRACT, or any part thereof, shall be sublet without the previous written consent of the ARCHITECT/ENGINEER, or if the CONTRACT shall be assigned by the CONTRACTOR otherwise than as specified, or if at any time the ARCHITECT/ENGINEER shall be of the opinion that the WORK or any part thereof is unnecessarily or unreasonably delayed or that the CONTRACTOR has violated any provisions of this CONTRACT; or if the CONTRACTOR shall discontinue the prosecution of the WORK without authority; or shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy, or insolvency, the ARCHITECT/ENGINEER may give notice

in writing to the CONTRACTOR and his SURETY of such delay, neglect or default, specifying the same. If the CONTRACTOR within a period of ten (10) days after such notice shall not proceed in accordance therewith, then the CITY shall upon written certificate from the ARCHITECT/ENGINEER of the fact of such delay, neglect or default of the CONTRACTOR'S failure to comply with such notice, have full power and authority, without violating the CONTRACT, to take the prosecution of the WORK out of the hands of the CONTRACTOR and to appropriate or use any and all materials and equipment on the ground as may be suitable and acceptable and enter into an AGREEMENT for the completion of the CONTRACT according to the terms and provisions thereof or use such other methods as in his opinion may be required for the completion for the CONTRACT in an acceptable manner.

13.3.1 All costs and charges that may be incurred under this article or any damages that should be borne by the CONTRACTOR, shall be withheld or deducted from any monies then due or to become due the CONTRACTOR, under this CONTRACT or any part thereof; and in such accounting the CITY shall not be held to obtain the lowest cost of the WORK for completing the CONTRACT or any part thereof, but all sums actually paid therefor shall be charged to the CONTRACTOR. In case the costs and charges incurred are less than the sum that would have been payable under the CONTRACT, if the same had been completed by the CONTRACTOR, the CONTRACTOR or his SURETY shall be entitled to receive the difference and in case such costs and charges exceed the said sum, the CONTRACTOR or his SURETY shall pay the amount of excess to the CITY for the completion of the WORK.

13.4 TERMINATION OF CONTRACTOR'S RESPONSIBILITY: The CONTRACT will be considered complete when all WORK has been satisfactorily completed, the Final Inspection made, the WORK accepted by the ARCHITECT/ENGINEER and the CITY. The CONTRACTOR will then be released from further obligation except as set forth in his CONTRACT DOCUMENTS.