

**SPECIFICATIONS,
CONTRACT DOCUMENTS
AND
DRAWINGS**

FOR

D.G. HUNTER POWER PLANT UNITS 5-11

**CITY OF ALEXANDRIA, LOUISIANA
(OWNER)**

ADDENDUM NO. 7

**DATE ISSUED: TUESDAY, October 14 , 2014
2:30 P.M. Central Time**

BID DATE: TUESDAY, October 21, 2014, 2:00 P.M. Central Time

This addendum shall be part of the Contract Documents as provided in BID PROPOSAL D.G.Hunter Power Plant Units 5-11.

This addendum is issued for the purpose of modifying and/or clarifying the Contract Documents and is construed as being as much a part of the original Contract Documents as though originally contained therein.

Acknowledge receipt of the addendum by inserting its number on the SECTION 00300 LOUISIANA UNIFORM PUBLIC WORK BID FORM. Failure to do so may subject the Bidder to disqualification.

**ZACHRY ENGINEERING CORPORATION
10255 RICHMOND AVENUE
SUITE 200
HOUSTON, TEXAS 77042
(713) 979-2795**

This ADDENDUM NO. 7 is being issued to amend the Bidding Documents issued on July 17, 2014, by The City of Alexandria, Louisiana, for D.G. HUNTER POWER PLANT UNITS 5-11:

Item #1 Revise DIVISION 00 SECTION 00200, INSTRUCTIONS TO BIDDERS, ARTICLE 4 Examination of Contract Documents and Site to delete Paragraph 4.4 in its entirety and insert the following in its place:

4.4 -Reserved-

Item # 2 Replace DIVISION 00 SECTION 00300, LOUISIANA UNIFORM PUBLIC WORK BID FORM, with the attached revised SECTION 00300, LOUISIANA PUBLIC WORKS BID FORM (Attachment # 3)

(The revised BID FORM includes provisions for **Alternate No. 1 – “Deduct”**; which alternate, if selected by the Owner provides for an additional 120 calendar days to the Contract Times. Bidder is to denote in words and figures the amount of cost reduction to be subtracted from the Total Base Bid in the space provided for as Alternate No. 1.)

Item # 3 Revise DIVISION 00 SECTION 00600, FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT, ARTICLE 3 – OWNER’S ENGINEER, for new Zachry contact information, as follows:

Zachry Engineering Corporation
10255 Richmond Avenue, Suite 200
Houston, Texas 77042
(713) 979-2795

Item # 4 Revise DIVISION 00 SECTION 00600 – FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT, ARTICLE 4 – CONTRACT TIMES AND AUXILIARY LOAD, Paragraph 4.02 *Days to Achieve Substantial Completion and Final Payment* to add the following Paragraph B.:

B. If the Owner selects **Alternate No. 1 – “Deduct”**, The Work will be substantially complete within 530 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 575 calendar days after the date when the Contract Times commence to run.

Item # 5 Revise DIVISION 00 SECTION 00600 – FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT, ARTICLE 4 – CONTRACT TIME AND AUXILIARY LOAD, Paragraph 4.03 *Liquidated Damages*, to add the following sentence to the end of Paragraph A.:

Liquidated damages assessed pursuant to this Paragraph 4.03 shall in no event exceed twenty five percent (25%) of the Contract Price

Item # 6 Revise DIVISION 00 SECTION 00600 – FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT, ARTICLE 4 – CONTRACT TIME AND AUXILIARY LOAD, Paragraph 4.04 *Auxiliary Load of the Essence* to delete Paragraph A in its entirety and replace with the following:

4.04 *Auxiliary Load of the Essence*

A. - Reserved –

Item # 7 Revise DIVISION 00 SECTION 00600 – FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT, ARTICLE 4 – CONTRACT TIME AND AUXILIARY LOAD, Paragraph 4.06 *Liquidated Damages* to read as follows:

4.06 *Liquidated Damages*

- A. Contractor and Owner recognize that Owner will suffer financial loss if the Contractors Auxiliary Load exceeds the amount in Paragraph 4.05 above. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by Owner for Contractor Auxiliary Load that exceeds the limit. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as a liquidated damages for Contractor Auxiliary Load (but not as a penalty), Contractor shall pay Owner \$1,200 for each kilowatt (kW) over the Contractor Auxiliary Load Limit determined during the Verification Test. Liquidated damages pursuant to this Paragraph 4.06 shall in no event exceed fifteen percent (15%) of Contract Price.

Item # 8 Revise DIVISION 00 SECTION 00600 – FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT, ARTICLE 4 – CONTRACT TIME AND AUXILIARY LOAD, Add the following new paragraph immediately after Paragraph 4.06 *Liquidated Damages*:

4.07 *Liquidated Damages – Aggregate*

- A. The amount of aggregate Liquidated Damages assessed for the delay under Paragraph 4.03 and Auxiliary Load under Paragraph 4.06 shall not exceed thirty percent (30%) of the Contract price.

Item # 9 Revise DIVISION 00 SECTION 00600, FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACTS, ARTICLE 7 – CONTRACTORS REPRESENTATIONS, Paragraph 7.01.C, to add the following sentence to the end of the Paragraph:

... in place at the time that the Bid is submitted.

Item # 10 Revise DIVISION 00 SECTION 00610 – CERTIFICATE OF OWNER’S ATTORNEY to delete the form in its entirety and replace with the following:

- Reserved -

Item # 11 Revise DIVISION 00 SECTION 00620, PERFORMANCE BOND, at bottom of Page 3 of 3, for new Owner’s Representative address, as follows: Zachry Engineering Corporation, 10255 Richmond Avenue, Suite 200, Houston, Texas 77042

Item # 12 Revise DIVISION 00 SECTION 00630, PAYMENT BOND, at bottom of Page 3 of 3, for new Owner’s Representative address, as follows: Zachry Engineering Corporation, 10255 Richmond Avenue, Suite 200, Houston, Texas 77042

Item # 13 Revise DIVISION 00 SECTION 00710 SUPPLEMENTARY CONDITIONS SC 1.01 *Defined Terms* to read as follows:

SC-1.01.A.44 - Delete Paragraph 1.01.A.44 – *Substantial Completion* in its entirety and insert the following in its place:

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

Item # 14 Revise DIVISION 00 SECTION 00710, SUPPLEMENTARY CONDITIONS, SC-2.02 *Copies of Documents* to add the following sentence to the end of Paragraph A:

Contractor will be provided, in electronic format, copies of all Specifications and Contract Documents and Drawings upon request.

Item # 15 Revise DIVISION 00 SECTION 00710 SUPPLEMENTARY CONDITIONS to insert a new paragraph immediately following Paragraph SC-2.03 *Commencement of Contract Times; Notice to Proceed* to read as follows:

SC-2.05 *Before Starting Construction*

SC-2.05.A Revise Paragraph 2.05.A to read as follows:

A. *Preliminary Schedules*: Within 30 days after receipt of a Notice to Proceed (Unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

Item # 16 Revise DIVISION 00 SECTION 00710 SUPPLEMENTARY CONDITIONS, Paragraph SC-4.01 *Availability of Lands* as follows:

SC-4.01.A Revise Paragraph 4.01.A to add the following sentence to the end of the paragraph:

Compliance is subject to easement/servitude requirements as shown in Bidding Documents.

Item # 17 Revise DIVISION 00 SECTION 00710 SUPPLEMENTARY CONDITIONS, to delete Paragraphs 5.04 *Contractor’s Liability Insurance* and 5.11 *Certificates of Insurance* in their entirety.

- Item # 18** Delete ARTICLE 5 – BONDS AND INSURANCE of the Standard General Conditions and in its place, revise DIVISION 00 SECTION 00710 to add the following immediately following SC-4.06 *Hazardous Environmental Conditions*:

SC – 5 ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 15.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

5.02 *Insurance—General Provisions*

- A. Contractor shall obtain and maintain insurance as required in this Article.
- B. All insurance required by the Contract to be purchased and maintained by Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

5.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.

2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Contractor shall furnish Owner and each other additional insured (as identified in the Paragraph 5.03.K.6) evidence of continuation of such insurance at final payment.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 6.20.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent. Additional insured protection shall remain in effect until the Louisiana statute of repose for this project has expired.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against 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 automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

- F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained pursuant to Article 5.
- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in Paragraph 5.03.K.6; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained pursuant to Article 5.
- I. *General provisions*: The policies of insurance required by this Paragraph 5.03 shall:
 - 1. include at least the specific coverages provided in this Article.
 - 2. be written for not less than the limits of liability provided in this Article or required by Laws or Regulations, whichever is greater.
 - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 30 days prior written notice has been given to Owner.
 - 4. remain in effect until the Louisiana statute of repose has expired for this project.
 - 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

K. The limits of liability for the insurance required by Paragraph 5.03 of the Supplementary Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers’ Compensation, and related coverages under Paragraphs 5.03.A.1 and A.2 of the Supplementary Conditions:

State: Statutory

Federal, if applicable (e.g., Longshoreman’s): Statutory

Jones Act coverage, if applicable:

Bodily injury by accident, each accident \$ 1,000,000

Bodily injury by disease, aggregate \$ 1,000,000

Employer’s Liability:

Bodily injury, each accident \$ 1,000,000

Bodily injury by disease, each employee \$ 1,000,000

Bodily injury/disease aggregate \$ 1,000,000

Foreign voluntary worker compensation (if applicable) Statutory

2. Contractor’s Commercial General Liability under Paragraphs 5.03.B and 5.03.C:

General Aggregate (limit to apply per project) \$ 2,000,000

Products - Completed Operations Aggregate \$ 2,000,000

Personal and Advertising Injury \$ 1,000,000

Each Occurrence (Bodily Injury and Property Damage) \$ 1,000,000

3. Automobile Liability under Paragraph 5.03.D. of the General Conditions:

Combined Single Limit of \$ 1,000,000

4. Excess or Umbrella Liability under Paragraph 5.03.E:

Per Occurrence \$ 20,000,000

General Aggregate (limit to apply per project): \$ 20,000,000

5. Contractor’s Pollution Liability under Paragraph 5.03.F:

Each Occurrence \$ 3,000,000

General Aggregate \$ 3,000,000

6. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following:

a. Pan American Engineers, LLC.

7. Contractor’s Professional Liability under Paragraph 5.03.H

Each Claim \$ 3,000,000

Annual Aggregate \$ 3,000,000

5.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

5.05 *Property Insurance*

- A. *Builder's Risk*: Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts noted elsewhere herein). This insurance shall:
 - 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 5.05, Paragraphs 5.06 and 5.07, the parties required to be insured shall collectively be referred to as "insureds."
 - 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 - 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
 5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
 14. be subject to a deductible amount of no more than \$50,000 for direct physical loss in any one occurrence.
 15. include for the benefit of Owner loss and profits and soft cost coverage of not less than **\$7,000,000.00**, including, without limitation, fixed expense and debt service for a minimum of 12 months with a maximum deductible of 30 days, plus attorney's fees and engineering or other consultant's fees, if not otherwise covered;
 16. include, in addition to the Contract Price amount, the value of the following equipment and materials to be installed by the Contractor but furnished by the Owner or third parties:
 - a. **Seven (7) Reciprocal Internal Combustion Engines and associated equipment provided by Wartsila North America, Inc. valued at \$34,063,449.00.**
 - b. **Two (2) Generator Step-Up Transformers and associated equipment provided by WEG Electric Corp., valued at \$1,583,800.00**
 17. include by express endorsement coverage of damage to Contractor's equipment.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

- C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, then Owner, through Contractor, will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 5.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

5.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 5.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by

builder's risk insurance and any other property insurance applicable to the Work.

5.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 5.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 5.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

Item # 19 Revise DIVISION 00 SECTION 00710, SUPPLEMENTARY CONDITIONS SC-6.02 *Labor; Working Hours* to read as follows:

SC-6.02.B Delete Paragraph 6.02.B in its entirety and replace with the following:

- B. Contractor may perform the Work on holidays, during any or all hours of the day, and on any or all days of the week, at Contractor's discretion, subject to applicable laws and ordinances.

Item # 20 Revise DIVISION 00 SECTION 00710, SUPPLEMENTARY CONDITIONS, SC-6.03 *Services, Materials, and Equipment* to read as follow:

SC-6.03 Revise Paragraph SC-6.03.D to read as follows:

- D. Suppliers of all major materials or equipment furnished shall supply manufacturer's printed warranties on all materials or equipment furnished to the extent reasonably available. The warranties shall warrant the materials or equipment for a period of one (1) year from the filing of the Substantial Completion certificate.

Item # 21 Revise DIVISION 00 SECTION 00170, SUPPLEMENTARY CONDITIONS SC-6.06 *Concerning Subcontractors, Suppliers, and Others* to read as follows:

SC-6.06 Delete Paragraph SC-6.06.H in its entirety.

H. –Reserved–

Item # 22 Revise DIVISION 00 SECTION 00710 SUPPLEMENTARY CONDITIONS to insert a new paragraph immediately following Paragraph SC-6.06 *Concerning Subcontractors, Suppliers, and Others* as follows:

SC-6.08 Permits

SC-6.08.A Revise Paragraph 6.08.A to read as follows:

- A. The City of Alexandria (Owner) is the permitting authority for construction of this project. As such, there are no building permits fees, or code enforcement permits or such charges to be paid or secured. Where some permit form may need to be processed, such as State Fire Marshall review scheduling, Owner shall assist Contractor, when necessary in obtaining and completing the permit forms. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

Item # 23 Revise DIVISION 00 SECTION 00710 SUPPLEMENTARY CONDITIONS SC-6.17 *Shop Drawings and Samples* as follows:

SC-6.17.D Revise Paragraph 6.17.D.1 to read as follows:

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

Item # 24 Revise DIVISION 00 SECTION 00710 SUPPLEMENTARY CONDITIONS, SC-6.20 *Indemnification* as follows:

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

- A. To the fullest extent permitted by Laws and Regulations, Contractors shall defend, indemnify, and hold harmless Owner and Engineer and their consultants, agents and employees from and against all claims, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury of corporal or incorporeal property (other than the Work itself) including the loss of use resulting therefrom or to any other reason for economic loss by the claimant, and (b) is caused in whole or in part by any negligent act or omission, or breach of this contract, by Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, except to the extent caused by a party indemnified hereunder or arises by or is imposed by Law and Regulations.

B. – Reserved-

- Item # 25** Revise DIVISION 00 SECTION 00710 SUPPLEMENTARY CONDITIONS SC-7.01 *Related Work at Site* as follows:
- SC-7.01.B Revise Paragraph 7.01.B to add the following sentence to the end of the paragraph:
- Contractor shall be afforded a Change Order to compensate for accommodations referred to in this section that impacts Contractor's Cost or time of performance.
- Item #26** Revise DIVISION 00 SECTION 00710 SUPPLEMENTARY CONDITIONS SC-7.01 *Related Work at Site* as follows:
- SC-7.01 Revise Paragraph SC-7.01.D to read as follows:
- D. Contractor and Owner shall mutually schedule work to avoid conflict with each's operational schedules.
- Item # 27** Revise DIVISION 00 SECTION 00710 SUPPLEMENTARY CONDITIONS to insert a new paragraph immediately following Paragraph SC-7.01 *Related Work at Site* to read as follows:
- SC-7.03 *Legal Relationships*
- SC-7.03 Delete Paragraphs 7.03.B and 7.03.C in their entirety.
- Item # 28** Revise DIVISION 00 SECTION 00710 SUPPLEMENTARY CONDITIONS SC-10.01 *Authorized Changes in the Work* to read as follows:
- SC-10.01 Revise the last sentence in Paragraph SC-10.01.A to read as follows:
- After a Change order has been approved, no future requests for extension of time or additional cost shall be considered for that Change Order, unless mutually agreed otherwise by the parties.
- Item # 29** Revise DIVISION 00 SECTION 00710 SUPPLEMENTARY CONDITIONS to add a new paragraph immediately following Paragraph SC-11.02 *Allowances* as follows:
- SC-12.01 *Changes in Contract Price*
- SC-12.01.C Revise Paragraph 12.01.C.2.b to read as follows:
- b. for cost incurred under Paragraphs 11.01.A.3, the Contractor's fee shall be ten percent;
- Item # 30** Revise DIVISION 00 SECTION 00710 SUPPLEMENTARY CONDITIONS SC-12.02 *Changes in Contract Times* to read as follows
- SC-12.02 Add the following note above the Table of Months:
- (All of the days shown in this Table are calendar days)

Item # 31 Revise DIVISION 00 SECTION 710 Paragraph SC-12.03 *Delays*, which was previously revised in Addendum No. 3, to read as follows:

SC-12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Time will be extended in an amount equal to the time lost due to such delay if a Claim is made therefore as provided in Paragraph 12.02.A, and the Contract Price will be adjusted if a claim is made, therefore as provided in 12.01.A Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractor performing other work as contemplated by Article 7, including events of Force Majeure which include by way of example and not limitations fires, floods, epidemics, abnormal weather conditions, or acts of God.

Item # 32 Revise DIVISION 00 SECTION 710 SUPPLEMENTARY CONDITIONS to insert a new paragraph immediately following Paragraph SC-13.03 *Tests and Inspections* as follows:

SC-13.07 *Correction Period*

SC-13.07.A Revise Paragraph 13.07.A to read as follows:

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

Item # 33 Revise DIVISION 00 SECTION 00710 SUPPLEMENTARY CONDITIONS to add a new paragraph immediately following Paragraph 13.07 *Correction Period* as follows:

SC-13.09 *Owner May Correct Defective Work*

SC-13.09.A Revise Paragraph 13.09.A to read as follows:

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if the Contractor fails to comply with any other provision of the Contract Documents, Owner may, after fifteen days written notice to Contractor, correct, or remedy any such deficiency.

Item # 34 Revise DIVISON 00 SECTION 00710 SUPPLEMENTARY CONDITIONS SC-14.04 *Substantial Completion* to read as follows:

SC -14.04.C Revise Paragraph SC-14.04.C to read as follows:

- C. If Engineer considers the work as substantially complete, Engineer will deliver to Owner a report recommending consideration of acceptance of the Contract as substantially complete. There shall be attached to the report a punch list of items to be completed or corrected before final payment. Owner shall within five days consider the Engineer's recommendation of acceptance and either officially accept or reject the recommendation. If the recommendation is rejected by the Owner, the Owner shall notify the Engineer in writing, stating reasons therefore. The Engineer shall then notify the Contractor and initiate discussions for resolution of noted reasons for rejection. If recommendation of acceptance is approved, the Owner will record the Notice of Acceptance document with the Clerk of Court in the Parish in which the work has been performed within five days of execution of the document. Any punch list generated during the project will include the cost estimates for the particular items of work the Engineer has developed based on the mobilization, labor, material, and equipment costs of correcting each punch list item.

Item # 35 Revise DIVISON 00 SECTION 00710 SUPPLEMENTARY CONDITIONS SC-14.04 *Substantial Completion* to read as follows:

SC -14.04.D Revise Paragraph SC-14.04.D. to read as follows:

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

Item # 36 Revise DIVISON 00 SECTION 00710 SUPPLEMENTARY CONDITIONS SC-14.04 *Substantial Completion* to read as follows:

SC -14.04.E Revise Paragraph SC-14.04.E. to read as follows:

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

Item # 37 Revise DIVISION 00 SECTION 00710 SUPPLEMENTARY CONDITIONS SC-14.04 *Substantial Completion* to read as follows:

SC -14.04.F Revise Paragraph SC-14.04.F. to read as follows:

- F. At the end of the 45 day lien period, payment shall be approved for all punch list items completed up to that time. After that payment, none of the remaining funds shall be due the Contractor until all punch list items are completed and are accepted by the Engineer. If funds remaining are less than that required to complete the Work, the Contractor shall pay the difference.

Item # 38 In DIVISION 00 SECTION 00710 SUPPLEMENTARY CONDITIONS add a new paragraph, SC-15.02 *Owner May Terminate for Cause*, immediately following Paragraph SC-14.07 *Final Payment* as follows:

SC-15.02 *Owner May Terminate for Cause*

SC-15.02.A Delete Paragraph 15.02.A.3 in its entirety and replace with the following:

3. –Reserved–

Item # 39 Revise DIVISION 00 SECTION 00710 SUPPLEMENTARY CONDITIONS SC-16.01 *Methods and Procedure* to read as follows:

SC -16.01 Revise Paragraph SC-16.01.A. to read as follows

- A. Nothing in the Contract shall be legally construed to mean that any express or implied incidental obligation exists under this Contract that requires the Owner or the Contractor to engage in arbitration or mediation in relation to any dispute arising out of this Contract. Owner and Contractor may mutually agree to determine if arbitration or mediation of a dispute is a viable option, but neither party may be compelled to either arbitrate or mediate any dispute.

Item # 40 Revise DIVISION 00 SECTION 00710 SUPPLEMENTARY CONDITIONS SC-17.05 *Controlling Law* to read as follows:

SC-17.05 Delete SC-17.05.A In its entirety and replace with the following:

- A. The laws of Louisiana, shall govern the validity, performance, enforcement, and all other provisions and/or disputes arising from this Contract. The sole venue for the resolution of all disputes relative to this Contract shall be in the Ninth Judicial District Court, State of Louisiana.

Item # 41 Revise DIVISION 00 SECTION 00710 SUPPLEMENTARY CONDITIONS SC-17.11 *Human Remains, Archeological Sites, Etc.* to read as follows:

SC -17.11 Revise Paragraph SC-17.11.A to read as follows:

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

Item # 42 Revise DIVISION 00 SECTION 00710 - SUPPLEMENTARY CONDITIONS Paragraph SC-17.12 Subcontractor Responsibility as follows:

SC-17.12 Add the following at the end of the last sentence of Paragraph SC-17.12:

...; except to the extent that such performance or non-performance is excused due to an event of Force Majeure.

Item # 43 Under DIVISION 00 SECTION 00710, SUPPLEMENTARY CONDITIONS Exhibit B delete Exhibit B cover sheet in its entirety and insert the following in its place:

- Reserved -

Item # 44 Under DIVISION 00 SECTION 00710 SUPPLEMENTARY CONDITIONS Exhibit B delete Exhibit B1 in its entirety and insert the following in its place:

- Reserved -

Item # 45 Under DIVISION 00 SECTION 00710 SUPPLEMENTARY CONDITIONS Exhibit B delete Exhibit B2 in its entirety and insert the following in its place:

- Reserved -

Item # 46 Revise DIVISION 01 PART 1 – PROJECT SUMMARY, Paragraph 1.1.B.5 to read as follows:

5. Wärtsilä is responsible for placing the engines and generators (common baseplate) on the prepared foundations, and WEG will place the GSU transformer(s) on the prepared foundation pads. All other equipment from WNA and WEG will be shipped separately. The Contractor shall be responsible for the receipt at the site and installation of all other equipment and support facilities. In the event foundations are not prepared in time to accept engine-generators and GSU(s) when they are delivered (on delivery dates), Contractor shall also be responsible for receipt; storage at jobsite (including required maintenance of equipment during storage, weather protection, as well as security and protection); coordination of Supplier delivery subcontractors and any additional costs incurred as a result of foundations not being ready when equipment is delivered.

Item # 47 Bidders should consider the attached Technical List of Clarifications (ATTACHMENT #1) issued in response to various questions received to date from Prospective Bidders. Bids should accommodate the additional information and/or revisions included in that List.

Item # 48 Revise DIVISION 01 PART 8 – Attachments, 8.9 Wartsila Technical Documents and Drawings as follows:

Replace the following drawings with their corresponding attached revised drawings:

Wartsila Drawing Index	Index of Wartsila Drawings - 5PGS
M014508-CIAM00001 S01 RA	MAIN FLOW DIAGRAM (N) CHARGE AIR AND EXHAUST GAS SYSTEM
M014508-CIAM00002 S00 RA	DEVICE LIST (N) CHARGE AIR AND EXHAUST GAS SYSTEM - 5 PGS
	-
M014508-REGM00011 RB	MASTER LAYOUT ENGINE HALL, PLAN

Add the following new attached drawings:

M014508-CWSS00001 R00	GROUP 1 WITH 6 PCS RADIATORS WITH ONE LADDER. GROUP 2 WITH 8 PCS RADIATORS WITH ONE LADDER
M014508-CWSS00002 R00	GROUP 1 WITH 6 PCS RADIATORS WITH ONE LADDER. GROUP 2 WITH 8 PCS RADIATORS WITH ONE LADDER
M014508-ECSS00002 S01 RP	ASSEMBLY DRAWING SCR SUPPORT FOR 4 SCRS PLAN AND TRANSVERSAL SECTIONS
M014508-ECSS00003 S01 RB	ASSEMBLY DRAWING SCR SUPPORT FOR 4 SCRS 3D VIEW AND CONNECTION DETAILS
M014508-ECSS00004 S01 RB	ASSEMBLY DRAWING SCR SUPPORT FOR 4 SCRS FOUNDATION BOLT PLAN
M014508-ECSS00008 S01 RB	ASSEMBLY DRAWING SCR SUPPORT FOR 4 SCRS PLAN AND LONGITUDINAL SECTIONS
M014508-ECSS00009 S01 RC	ASSEMBLY DRAWING SCR SUPPORT FOR 4 SCRS GRATINGS AND HANDRAILS
M014508-ECSS00010 S01 RB	ASSEMBLY DRAWING SCR SUPPORT FOR 4 SCRS GRATINGS AND HANDRAILS
M014508-ECSS00011 S01 RA	ASSEMBLY DRAWING SCR SUPPORT FOR 3 SCRS PLAN AND TRANSVERSAL SECTIONS
M014508-ECSS00012 S01 RB	ASSEMBLY DRAWING SCR SUPPORT FOR 3 SCRS PLAN AND TRANSVERSAL SECTIONS
M014508-ECSS00013 S01 RA	ASSEMBLY DRAWING SCR SUPPORT FOR 3 SCRS PLAN AND LONGITUDINAL SECTIONS
M014508-ECSS00014 S01 RA	ASSEMBLY DRAWING SCR SUPPORT FOR 3 SCRS 3D VIEW AND CONNECTION DETAILS

ATTACHMENTS:

1. Technical List of Clarifications – Addendum No. 7
2. Wärtsilä Drawings as listed below according to Zachry-assigned document numbers:
 - a. M014508-CIAM00001 S01 RB
 - b. M014508-CIAM00002 S00 RA1
 - c. M014508-CWSS00001 R00
 - d. M014508-CWSS00002 R00
 - e. M014508-ECSS00002 S01 RP
 - f. M014508-ECSS00003 S01 RB
 - g. M014508-ECSS00004 S01 RB
 - h. M014508-ECSS00008 S01 RB
 - i. M014508-ECSS00009 S01 RC
 - j. M014508-ECSS00010 S01 RB

- k. M014508-ECSS00011 S01 RA
 - l. M014508-ECSS00012 S01 RB
 - m. M014508-ECSS00013 S01 RA
 - n. M014508-ECSS00014 S01 RA
 - o. M014508-REGM00011 RC
 - p. Wartsila Drawing Index
3. Revised Section 00300 – Louisiana Uniform Public Bid Works Bid Form – Addendum No. 7