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PLANS, SPECIFICATIONS
AND
CONTRACT DOCUMENTS

FOR

BRINGHURST CLUBHOUSE VINYL SIDING

JOB LOCATION
2822 MASONIC DRIVE
ALEXANDRIA, LA 71301

CITY OF ALEXANDRIA, LOUISIANA
PUBLIC WORKS, BUILDING SERVICES

MAYOR
HONORABLE JACQUES M. ROY

DIRECTOR OF PUBLIC WORKS
MR. DAVID GILL

April 17, 2014

PREPARED BY:
Lyle E. Bergeron, AIA Architect
724 Welwyn Way, Alexandria, LA 71302
Phone: (318) 445-1771 Fax: (318) 445-1270

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BRINGHURST CLUBHOUSE VINYL SIDING

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SECTION 00100
ADVERTISEMENT FOR BIDS

Sealed bids will be received for the City of Alexandria, Louisiana by the City Clerk, at the City Council Office, City Hall, P.O. Box 71, Alexandria, Louisiana, 71306-0071, until 10:00 a.m. on Tuesday, April 29, 2014 and then at said office publically opened and read aloud.

Any person requiring special accommodations shall notify the City Clerk of the type(s) of accommodations required not less than seven (7) days before the bid opening.

For: BRINGHURST CLUBHOUSE VINYL SIDING

Complete Bidding Documents may be obtained from:

City of Alexandria, Building Services, ATTN: Jim Ligon
1111 North 3rd Street, Building "A"
Alexandria, LA 71303
Phone (318)-441-6023 jim.ligon@cityofalex.com

Upon deposit of \$30.00 for each set of documents or no charge for electronic copy. Deposit on the first set in usable condition is refundable to all licensed prime bidders upon return of documents no later than ten (10) days after receipt of bids. On other sets of documents furnished to Bidders, the deposit less actual cost of reproduction will be returned upon return of the documents, in good condition, no later than ten (10) days after receipt of bids.

A non-mandatory pre-bid conference will be held at 10:00 a.m. on Thursday, April 24, 2014 at the project site, 2822 Masonic Drive, Alexandria, LA.

All bids must be accompanied by bid security equal to five percent (5%) of the sum of the Base Bid, and must be in the form of a certified check, cashier's check of Bid Bond written by a surety or insurance company complying with R.S. 38:2218 C. The Bid Bond shall be in the favor of the Owner, and shall be accompanied by appropriate power of attorney.

The successful Bidder shall be required to furnish a Performance Bond and Payment Bond, in an amount equal to 100% of the Contract amount, written by a surety or insurance company meeting the requirements noted in R.S. 38:2219 A. (1)(a), (b) and (c).

The Owner reserves the right to reject any and all bids for just cause. In accordance with R.S. 38:2212 (A) (1)(b), the provisions and requirements of this Section, and those

stated in the Advertisement for Bids, and those required on the Bid Form shall not be considered as informalities and shall not be waived.

No bid may be withdrawn for a period of forty-five (45) days after receipt of bids, except under the provisions of R.S. 38:2214.

As a requirement under Louisiana Revised Statutes 37:2163, this project is classified as "Building Construction".

Pursuant to Louisiana Revised Statutes 38:2212(A)(1)(F) and 38:2212.1(B)(4), vendors/contractors now have the option to submit their bids and bid bonds, electronically. To view bids, download, and received bid notices by email, your company/agency will need to register with BidSync at BidSync.com. If you need help registering or with completing an e-bid, please call 800-990-9339 (M-F) 8 AM to 7PM (CST).

<u>Address for Postal Delivery:</u>	<u>Address for Courier or Overnight Delivery:</u>	<u>Address for Electronic Submission:</u>
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CITY OF ALEXANDRIA, LA	CITY OF ALEXANDRIA, LA	www.bidsync.com
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CITY CLERK P.O. BOX 71 ALEXANDRIA, LA 71309-0071	CITY CLERK 915 THIRD STREET ALEXANDRIA, LA 71301 PHONE: 318-449-5047
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City Clerk

Please Publish
Thursday, April 17, 2014

INFORMATION TO BIDDERS

FOR

BRINGHURST CLUBHOUSE VINYL SIDING

PART 1 - GENERAL

- 1.01 These Instructions to Bidder amends and supplements the Instruction to Bidders included in Division 2 - "Instructions to Bidders" and other Divisions 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.
- 1.02 The apparent low bidder will be required by RS 38:2212.A.b(ii)(bb) and pursuant to R.S. 38:2212.10 and 2227 shall furnish an Attestation Clause (see form 00420) within ten days after the NOTICE OF AWARD.

PART 2 - AMENDMENT OR SUPPLEMENTS

2.01 Copies of Bidding Documents:

- A. Complete sets of the Bidding Documents in the number stated in the Advertisement or Invitation to Bid may be obtained from:

Jim Ligon, 1111 North 3rd Street, Building A,
Alexandria, LA 71302,
(318) 441-6023, Fax (318) 619-3510 jim.ligon@cityofalex.com

- B. 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.
- C. Each Bidder shall submit his Bid Form in the form of the Bidding Documents as received and in their entirety. Bids shall be submitted to the City of Alexandria in the in an envelope that has the name of the bidding contractor, their state license number, bid opening date and the job name and number.

2.02 Examination of Contract Documents and Site:

- A. It is the responsibility of each Bidder before submitting a Bid, to

Examine the Contract Documents thoroughly,

Visit the site to become familiar with local Laws and Regulations that may affect cost, progress, performance or furnishing of Work,

Confirm all measurements and materials required by actual site verification.

Consider federal, state and local law, and regulations that may affect cost, progress, performance or furnishing of WORK,

Study and carefully correlate Bidder's observations with the Contract Documents, and Notify OWNER'S representative of all conflicts, errors or discrepancies in the Contract Documents.

- B. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on 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.
 - C. Before submitting a Bid each Bidder will be responsible to make or obtain such explorations, tests and data concerning physical conditions 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.
 - D. On request in advance, OWNER will provide each Bidder access to the site or facility 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 or facility to its former condition upon completion of such explorations. Contact Building Services for site access.
- 2.03 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.
- 2.04 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.
- 2.05 Interpretations and Addenda:
- A. All questions about the meaning or intent of the Contract Documents are to be directed to the DESIGN PROFESSIONAL of record. Interpretations or clarifications considered necessary by said staff in response to such questions will be issued by Addenda mailed, emailed, faxed or delivered to all parties recorded by DESIGN PROFESSIONAL as having received the original Bidding Documents. Questions received less than four (4) 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.
 - B. Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER'S REPRESENTATIVE or OWNER.
- 2.06 Definition of Contract Time: Contract Time is defined under paragraph 1.21 of the City of Alexandria Standard General Provisions, Section 1.
- A. Paragraph 1.47 of the City of Alexandria Standard General Provisions, Section 1 indicated that this Project will be based on Calendar Day count of Contract Time.

- B. The Contract Time may only be changed by Change Order after submission of a written notice to OWNER promptly, (but in no event later than twenty (20) days per order.)

2.07 Requests For Additional Time:

- A. If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given at each pay application. The contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.
- B. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.
- C. Request for additional time shall be made within 30 days of delay and turned in to DESIGN PROFESSIONAL at the Progress Meetings and shall accompany any Payment Applications.

2.08 Liquidated Damages:

- A. Provisions for liquidated damages are set forth in Paragraph 10.5 of the City of Alexandria's Standard General Provisions. This amount is (\$240) per day.
- B. If a protest is filed by the CONTRACTOR, the DESIGN PROFESSIONAL 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.

2.09 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:

- A. 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.
- B. 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 38.2214C. Thereafter, the Bidder will be disqualified from future bidding on the Contract.

2.10 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 evaluation of the Bids.

2.11 Bids to Remain Subject to Acceptance: All bids will remain subject to acceptance for Forty-Five (45) days after the day of the Bid opening, unless extended by mutual written memorandum of understanding by both the OWNER and the apparent low bidder. The OWNER may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

2.12 Award of Contract:

- A. For reasons of just cause, as provided by Louisiana Revised Statutes 38.2214., 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, unbalanced or conditional Bids. Bids which are unsigned or are not accompanied by the required Bid Security shall be irrevocably rejected. When one or more bid is rejected, the reason 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.
- B. 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.
- C. 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.
- D. 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.
- E. If the Contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within Forty-Five) days after the day of the Bid opening.

2.13 Contract Security:

- A. Paragraphs 3.4 and 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 any required Performance and Payment Bonds.
- B. 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:

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).

Surety shall have been in business and have a record of successful continuous operations for at least five (5) years.

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.

Agents of surety companies must list their name, address and telephone number on all bonds.

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.

Surety shall have at least the following minimum ratings:

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

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.

- 2.14 Signing of Agreement: Requirements related to Award and Execution of Agreements are contained in Section 3 - "Award and Execution of Contract" of the City of Alexandria's Standard General Provisions.
- 2.15 Retainage: Requirements related to retainage included in Paragraph 12.1.1 of the City of Alexandria's Standard General Provisions is expanded and amended to include the following:
- A. 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 below \$500,000.00
 - B. 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.
 - C. Retainage is not for Punch List items and cost for retainage and related work as valued by the DESIGN PROFESSIONAL shall be withheld from the non-retainage payments.
- 2.16 Contractor's License Certification and Classification : If the bid submitted for this project exceeds one dollar (\$1) 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. The Contractor's classification for this project shall be one of the following:
- A. Building Construction
- 2.17 Issuance of Bidding Documents:
- A. 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).
 - B. Bids shall be received from Bidders only on the Bid Form in the Bidding Documents which are issued to him in his name. A single bid shall be submitted for all portions of the Contract Work.
- 2.18 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).

2.19 Bids to Remain Open:

- A. As provided by Louisiana Revised Statute 38:2215A., all Bids shall remain open for forty-Five (45) 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.
- B. Extensions of time when Bids shall remain open beyond the forty-Five (45) day period may be made only by mutual agreement between the OWNER, the apparent successful Bidder, and the Surety for the apparent successful Bidder.

2.20 Discrepancies on Bid Form:

- A. 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.

Obviously misplaced decimal points will be corrected. In case of discrepancy between unit price and extended price, the unit price will govern.

Apparent errors in extension of unit prices will be corrected; and

Apparent errors in addition of lumps sum and extended prices will be corrected; and

Discrepancies between words and figures will be resolved in favor of words.

- B. 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.

END OF SECTION

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: City Council Clerk
City Council Office, 1st Floor City Hall
915 Third Street, Alexandria, LA 71301
(Owner to provide name and address of owner)

BIDFOR: BRINGHURST CLUBHOUSE VINYL SIDING:
(Owner to provide name of project and other identifying information)

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: **Lyle Bergeron, AIA Architect** and dated: **April 17, 2014**
(Owner to provide name of entity preparing bidding documents.)

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

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

ALTERNATES: NO ALTERNATES

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

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

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

BID BOND
FOR
BRINGHURST CLUBHOUSE VINYL SIDING

Date: _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____, as Principal, and _____, as Surety, are held and firmly bound unto the _____ (Obligee), in the full and just sum of five (5%) percent of the total amount of this bid, including all alternates, lawful money of the United States, for payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

Surety represents that it is listed on the current U. S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater than the amount for which it obligates itself in this instrument or that it is a Louisiana domiciled insurance company with at least an A - rating in the latest printing of the A. M. Best's Key Rating Guide. If surety qualifies by virtue of its Best's listing, the Bond amount may not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide.

Surety further represents that it is licensed to do business in the State of Louisiana and that this Bond is signed by surety's agent or attorney-in-fact. This Bid Bond is accompanied by appropriate power of attorney.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas said Principal is herewith submitting its proposal to the Obligee on a Contract for:

NOW, THEREFORE, if the said Contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing and give a good and sufficient bond to secure the performance of the terms and conditions of the Contract with surety acceptable to the Obligee, then this obligation shall be void; otherwise this obligation shall become due and payable.

PRINCIPAL (BIDDER)

SURETY

BY: _____
AUTHORIZED OFFICER-OWNER-PARTNER

BY: _____
AGENT OR ATTORNEY-IN-FACT(SEAL)

BRINGHURST CLUBHOUSE VINYL SIDING

ATTESTATIONS

Appearer, as a Bidder on the above-entitled Public Works Project, does hereby attest that:

LA. R.S. 38:2227 PAST CRIMINAL CONVICTIONS OF BIDDERS

A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:

- | | |
|---------------------------------------|-----------------------------------|
| (a) Public bribery (R.S. 14:118) | (c) Extortion (R.S. 14:66) |
| (b) Corrupt influencing (R.S. 14:120) | (d) Money laundering (R.S. 14:23) |

B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

- | | |
|---|---|
| (a) Theft (R.S. 14:67) | (f) Bank fraud (R.S. 14:71.1) |
| (b) Identity Theft (R.S. 14:67.16) | (g) Forgery (R.S. 14:72) |
| (c) Theft of a business record (R.S.14:67.20) | (h) Contractors; misapplication of payments (R.S. 14:202) |
| (d) False accounting (R.S. 14:70) | (i) Malfeasance in office (R.S. 14:134) |
| (e) Issuing worthless checks (R.S. 14:71) | |

LA. R.S. 38:2212.10 VERIFICATION OF EMPLOYEES

- A. Appearer is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or legal aliens.
- B. If awarded the contract, Appearer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana.
- C. If awarded the contract, Appearer shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

**NAME OF BIDDER
(CONTRACTOR OR CORPORATION)**

NAME OF AUTHORIZED SIGNATORY OF BIDDER

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

DATE

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER

NOTICE OF AWARD

DATE: _____

TO: _____

ADDRESS: _____

PROJECT: BRINGHURST CLUBHOUSE VINYL SIDING

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 _____ (\$ _____) . Five (5) copies of the proposed Agreement accompany this Notice of Award.

You must comply with the following conditions precedent within ten (10) days of the date of this Notice of Award, that is by _____, :

1. You must deliver to the OWNER, FIVE (5) fully executed counterparts of the Agreement. If a corporation, include a durable power of attorney proving you are authorized to sign for said corporation.
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: _____
Jim Ligon

2021 Industrial Park Road, Building A, Alexandria, LA 71302 Phone: (318) 441-6023 jim.ligon@cityofalex.com

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

Representative Date _____ Authorized Company

After signing, please hand deliver or FAX to Jim Ligon at (318) 619-3510.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This AGREEMENT is dated as of the ____ day of _____ in the year 20 ____, 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:

BRINGHURST CLUBHOUSE VINYL SIDING

Article 2. DESIGN PROFESSIONAL

This Project is being administered by the LYLE BERGERON, AIA ARCHITECT. As the City's Project Manager they act as the OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to DESIGN PROFESSIONAL in the Contract Documents in connection with completion of the WORK in accordance with the Contract Documents.

Article 3. CONTRACT TIME

The WORK will be completed within 60 Working Days and calendar day count commences from the date when the NOTICE TO PROCEED is issued and to run as provided in Paragraph 3.9 of the City of Alexandria's Standard General Provisions and other Contract Documents and as modified and supplemented in the Information and Instructions to Bidders: Section – 00200.

Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the WORK in accordance with the Contract Documents, including the CONTRACTOR'S submitted bid and in the amount shown on a duly issued purchase order by the City of Alexandria Purchasing Department.

Article 5. 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 DESIGN PROFESSIONAL as provided in the City of Alexandria's Standard General Provisions.

5.1 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 DESIGN PROFESSIONAL, 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.

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

5.2 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.

5.3 Substantial Completion: When project is deemed substantially complete by DESIGN PROFESSIONAL, CONTRACTOR AND CITY, a SUBSTANTIAL COMPLETION CERTIFICATE shall be issued with a punch list of any uncompleted items generated by DESIGN PROFESSIONAL and attached. Punch list shall include the cost estimates for the particular items of work based on mobilization, labor, material and equipment cost of correcting each punch list item. The DESIGN PROFESSIONAL shall retain his working papers used to determine cost should the matter be disputed later. The OWNER shall not withhold from payment from the non-retainage monies more than the value of the punch list. Punch list items completed shall be paid upon Final Acceptance.

5.3.1 The Substantial Completion Certificate is then filed by the OWNER with the Recorder of Mortgage of the Parish. The filing date begins the not-less-than forty five (45) day lien period as prescribed for Public Works by Louisiana Revised Statutes 38:2248.

5.3.2 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.

5.4 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. Retainage will then be paid after Final Acceptance, the completion of the forty-five day lien period and presentation of Final Pay Application accompanied by the clear lien certificate issued by the recorder of mortgages (Clerk of Court, Rapides Parish).

C. 5.4.1 Final acceptance of the WORK, based upon the certificate of final acceptance, shall be in writing by the OWNER.

Article 6. CONTRACTOR'S REPRESENTATION

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

6.1 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.

6.2 CONTRACTOR has reviewed and noted all information and data shown or indicated on the Contract Documents with respect to existing Facilities at or contiguous to the site. No additional examinations, investigations, explorations, tests, reports studies or similar information or data in respect of said 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.

6.3 CONTRACTOR has given the DESIGN PROFESSIONAL'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.

Article 7. CONTRACT DOCUMENTS

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

- 7.1 This Agreement
- 7.2 Information and Instructions to Bidders
- 7.3 Bid Form with Bid Bond
- 7.4 Performance Bonds
- 7.5 Payment Bonds
- 7.6 Notice of Award
- 7.7 Notice to Proceed
- 7.8 The City of Alexandria's Standard General Provisions
 - 7.8.1 Supplementary Provisions along with Exhibits A and B
- 7.9 Technical Specifications (Entire Project manual)
- 7.10 Drawings
- 7.11 Addenda ___ to ___ inclusive
- 7.12 Duly Executed Change Orders and amendments

There are no Contract Documents other than those listed above in this Article 7.

Article 8. MISCELLANEOUS

8.1 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.

8.2 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.

8.3 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.

Article 9. TERMINATION

- D. Termination of this agreement shall be in accordance with Section 13 of the City of Alexandria Standard General Provisions.

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

This Agreement is effective on _____.

CONTRACTOR: _____

BY: _____

ATTEST: _____

Address for giving notices:

ATTEST: _____

OWNER: CITY OF ALEXANDRIA, LOUISIANA

BY: _____
Honorable Jacques M. Roy, Mayor

ATTEST: _____

Address for giving notices:

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.

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 _____, _____, a copy of which is attached and made part hereof for the construction of:

BRINGHURST CLUBHOUSE VINYL SIDING

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.

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 five (5) counterparts, each one of which shall be deemed an original, this the _____ Day of _____, 20__.

(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.

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 71, Alexandria, Louisiana, 71309-0071 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 _____, a copy of which is attached hereto and made a part hereof for the construction of

BRINGHURST CLUBHOUSE VINYL SIDING

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 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 than 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.

<<< Continued on next Page >>>

WITNESS WHEREOF, this instrument is executed in FIVE (5) counterparts, each of which shall be deemed an original, this the _____ day of _____, 20__.

(SEAL)

PRINCIPAL

(Witness to Principal)

BY: _____

(Address)

(Address)

(SEAL)

SURETY

(Witness to Surety)

BY: _____

(Address)

(Address)

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

CONTRACTOR'S NON-COLLUSION AFFIDAVIT

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned Notary Public, personally came and appeared

(Enter the Legal name and address of the Contractor)

herein represented by _____, who after being duly sworn by me did depose and say:

That he/she has been selected by the CITY OF ALEXANDRIA, LOUISIANA as Contractor for: **BRINHURST CLUBHOUSE VINYL SIDING** and that he/she does hereby certify, in compliance with Louisiana Revised Statutes Section 38:2224:

1. That he employed no person, corporation, firm, association, or other organization either directly or indirectly, to secure the contract for the above mentioned public project, other than persons regularly employed by him whose services in connection with the construction, of said public project or in securing the contract for same were in the regular course of their duties for him; and
2. That no part of the Contract price received, or to be received, by him was paid or will be paid to any person, corporation, firm, association or other organization, for soliciting the Contract, other than the payment of their normal compensation to persons regularly employed by him, whose services in connection with the construction of said public project, were in the regular course of their duties for him.

(Witness)

BY: _____
Signature of Contractor

(Witness)

THUS SWORN BEFORE ME, this _____ day of _____, 20____

NOTARY PUBLIC

NOTICE TO PROCEED

DATED: _____

TO:

ADDRESS:

PROJECT: **BRINGHURST CLUBHOUSE VINYL SIDING**

You are hereby notified to commence WORK in accordance with the Agreement dated _____, on or before _____, and you are to complete the WORK within ****CONTRACTDAYS**** CALENDAR Days thereafter; that is no later than ****ProjectEndDate****.

OWNER: CITY OF ALEXANDRIA, LOUISIANA

BY: _____

Jim Ligon
2021 Industrial Park Road
Building A
Alexandria, LA 71302

Phone (318) 441-6023, Fax (318) 619-3510

jim.ligon@cityofalex.com

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CITY OF ALEXANDRIA

STANDARD GENERAL PROVISIONS

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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 DESIGN PROFESSIONAL: The person, firm, or corporation named as such in the AGREEMENT.
- 1.8 ADDENDA (ADDENDUM): 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, 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 DESIGN PROFESSIONAL, 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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL'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 calendar days 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, 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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL 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 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 engaged in performing the CONTROLLING ITEMS OF WORK could not have been reasonably anticipated and had an adverse effect on the scheduled construction. No WORKING DAYS will be charged for the following days:
- A. 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, but not including days of shut down resulting from action or non-action of CONTRACTOR.

B. 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 DESIGN PROFESSIONAL, 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 DESIGN PROFESSIONAL as a substitute, provided that all materials and workmanship shall in every respect be in accordance with what, in the opinion of the DESIGN PROFESSIONAL, is the best modern practice.

END OF SECTION

DIVISION 1

General Provisions

Section 2

Instructions to Bidders

2.1	Advertisement for BIDS	2.8	Delivery of BIDS
2.2	Contents of BID Forms	2.9	Withdrawal of BIDS
2.3	Interpretation of Estimates	2.10	Opening of BIDS
2.4	Examination of DRAWINGS, SPECIFICATIONS, SPECIAL 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, 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, BOND forms, and all the CONTRACT DOCUMENTS 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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL. Interpretations or clarifications considered necessary by DESIGN PROFESSIONAL and response to such questions will be issued by ADDENDA mailed or delivered to all parties recorded by DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL.

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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL'S decision of approval or disapproval of a proposed substitution shall be final. If DESIGN PROFESSIONAL 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.

END OF SECTION

DIVISION 1

General Provisions

Section 3

Award and Execution of Contract

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 Forty-Five (45) 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 Forty-Five (45) 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, in which the CITY may at its sole discretion require 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 day that NOTICE TO PROCEED is given, or 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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL.

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 DESIGN PROFESSIONAL any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from DESIGN PROFESSIONAL before proceeding with any work affected thereby; however, CONTRACTOR shall not be liable to CITY or DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL 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;
- 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.

END OF SECTION

DIVISION 1

General Provisions

Section 4

Contract Documents, Intent, Amending, Reuse

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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 DESIGN PROFESSIONAL.

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, 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 DESIGN PROFESSIONAL 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, DESIGN PROFESSIONAL, 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 DESIGN PROFESSIONAL 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.

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, DESIGN PROFESSIONAL'S approval of SHOP DRAWINGS or SAMPLES and by the DESIGN PROFESSIONAL'S written interpretation or clarifications.

4.5.1 FIELD ORDER: The DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL, the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME.

4.5.2 DESIGN PROFESSIONAL Approval of SHOP DRAWINGS: The DESIGN PROFESSIONAL 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. DESIGN PROFESSIONAL'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. DESIGN PROFESSIONAL'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 DESIGN PROFESSIONAL, and shall return the required number of corrected copies of SHOP DRAWINGS and submit as required new SAMPLES for review and approval. DESIGN PROFESSIONAL'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 DESIGN PROFESSIONAL'S attention to each such variation at the time of submission and DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL as required by the CONTRACT DOCUMENTS, any related work performed prior to DESIGN PROFESSIONAL'S review and approval of the pertinent submittal will be at the sole expense and the responsibility of the CONTRACTOR.

4.5.4 Clarifications and Interpretations: DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL, 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 DESIGN PROFESSIONAL.

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.

END OF SECTION

DIVISION 1

General Provision

Section 5

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

5.1	Lands and Rights-of-way	5.5	Construction Stakes
5.2	Subsurface and Physical Conditions	5.6	DESIGN PROFESSIONAL'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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL in preparing the CONTRACT DOCUMENTS.

5.1 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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL in writing of such conditions. CONTRACTOR will not further disturb such conditions or perform any WORK until receipt of a written order.

The DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL. 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 DESIGN PROFESSIONAL concludes that a change in the CONTRACT DOCUMENTS is needed, DESIGN PROFESSIONAL shall recommend said change to the CITY as set forth in these General Provisions.

5.5 CONSTRUCTION STAKES: The DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL, 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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL.

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, DESIGN PROFESSIONAL, DESIGN PROFESSIONAL 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 there from 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.

END OF SECTION

DIVISION 1

General Provisions

Section 6

Insurance, Partial Utilization, Preservation and Restoration

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

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 there from; 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, DESIGN PROFESSIONAL, 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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL.

END OF SECTION

DIVISION 1

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
7.4	Source of Supply - Quality of Materials	7.14	Use of Premises
7.5	Materials Furnished by CONTRACTOR	7.15	Sanitary Provisions
7.6	Storage of Materials	7.16	Record Documents
7.7	Defective Material	7.17	Safety and Protection
7.8	Samples and Tests	7.18	Traffic Safety Precautions
7.9	Substitutes and "OR EQUAL Utilities Items"	7.19	SHOP DRAWINGS and SAMPLES
7.10	SUBCONTRACTORS, SUPPLIERS and Others	7.20	Indemnification
		7.21	Cooperation with Public
		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 DESIGN PROFESSIONAL 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 to sublet any portion of the AGREEMENT except for the delivery of materials, without the written approval of the DESIGN PROFESSIONAL.

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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL 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 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 DESIGN PROFESSIONAL, 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 DESIGN PROFESSIONAL. Upon failure on the part of the CONTRACTOR to comply forthwith with any order by the DESIGN PROFESSIONAL made under the provisions of this article, the DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL, 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 DESIGN PROFESSIONAL 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.

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 DESIGN PROFESSIONAL.

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 DESIGN PROFESSIONAL if sufficient information is submitted by CONTRACTOR to allow DESIGN PROFESSIONAL to determine that the material or equipment proposed is equivalent or EQUAL to that named. The procedure for review by DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL in evaluating the proposed substitute. DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL if CONTRACTOR submits sufficient information to allow DESIGN PROFESSIONAL to determine that the substitute proposed is equivalent to that indicated or required by the CONTRACT DOCUMENTS.

7.9.2 DESIGN PROFESSIONAL will be allowed a reasonable time within which to evaluate each proposed substitute. DESIGN PROFESSIONAL will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without DESIGN PROFESSIONAL'S prior written 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. DESIGN PROFESSIONAL will record the time required by DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL for evaluating each proposed substitute.

7.10 SUBCONTRACTORS, SUPPLIERS AND OTHERS: CONTRACTOR shall not employ any SUBCONTRACTOR, SUPPLIER or other person against whom the DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL and any such SUBCONTRACTOR, SUPPLIER or other person or organization, nor shall it create any obligation on the part of the CITY or DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL 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 applicable laws and regulations, neither CITY nor DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL.

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, DESIGN PROFESSIONAL, DESIGN PROFESSIONALS' 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, DESIGN PROFESSIONAL, 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.

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 DESIGN PROFESSIONAL for reference. Upon completion of the WORK, these record documents, SAMPLES and SHOP DRAWINGS will be delivered to DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL, 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 or organization directly or indirectly employed by any of them". CONTRACTOR'S duties and responsibilities for safety and for protection of the work shall continue until such time as all the work is completed and DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL for review and approval in accordance with the accepted schedule of SHOP DRAWINGS and SAMPLES. All submittals will be identified as DESIGN PROFESSIONAL may require. The data shown on the SHOP DRAWINGS will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show DESIGN PROFESSIONAL the materials and equipment CONTRACTOR proposes to provide and to enable DESIGN PROFESSIONAL to review the information for the purposes intended.

7.19.1 CONTRACTOR shall also submit SAMPLES to DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL may require to enable DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL 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, DESIGN PROFESSIONAL, and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of DESIGN PROFESSIONALS, 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 DESIGN PROFESSIONAL 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 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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL;

7.22.1.2 Recommendation of any progress or final payment by DESIGN PROFESSIONAL;

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 DESIGN PROFESSIONAL;

7.22.1.7 Any inspection, test or approval by other; or

7.22.1.8 Any correction of defective WORK by CITY.

END OF SECTION

DIVISION 1

General Provisions

Section 8

DESIGN PROFESSIONAL'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 DESIGN PROFESSIONAL'S Authority and Responsibilities

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

8.2 VISITS TO SITE: DESIGN PROFESSIONAL will make visits to the site at intervals appropriate to the various stages of construction as DESIGN PROFESSIONAL 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, DESIGN PROFESSIONAL will endeavor for the benefit of CITY to determine, in general, if the WORK is proceeding in accordance with CONTRACT DOCUMENTS. DESIGN PROFESSIONAL will not be required to make exhaustive or continuous on-site inspections to check the quality of quantity of the WORK. DESIGN PROFESSIONAL'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, DESIGN PROFESSIONAL will keep CITY informed of the progress of the WORK and will endeavor to guard CITY against DEFECTIVE WORK. DESIGN PROFESSIONAL'S visits and on-site observations are subject to all the limitations on DESIGN PROFESSIONAL'S authority and responsibility set forth in paragraph. And particularly, without limitation, during or as a result of DESIGN PROFESSIONAL'S on-site visits or observations of CONTRACTORS work, DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL agree, DESIGN PROFESSIONAL will furnish a resident project representative to assist DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL'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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL. 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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL 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: DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL 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 therefore as provided in Article 11.

8.5 AUTHORIZED VARIATIONS IN WORK: DESIGN PROFESSIONAL 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 therefore as provided in Article 11.

8.6 REJECTING DEFECTIVE WORK: DESIGN PROFESSIONAL will have authority to disapprove or reject WORK which DESIGN PROFESSIONAL believes to be DEFECTIVE, or that DESIGN PROFESSIONAL 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. DESIGN PROFESSIONAL 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: DESIGN PROFESSIONAL will determine the actual quantities and classifications of unit price WORK performed by CONTRACTOR. DESIGN PROFESSIONAL will review with CONTRACTOR the DESIGN PROFESSIONAL'S preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an application for payment or otherwise). DESIGN PROFESSIONAL'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 DESIGN PROFESSIONAL written notice of intention to appeal from DESIGN PROFESSIONAL'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 DESIGN PROFESSIONAL'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: DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL and the other party within sixty days after the start of such occurrence or event unless DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL and the claimant within thirty days of the last submittal (unless DESIGN PROFESSIONAL allow an additional time). DESIGN PROFESSIONAL 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. DESIGN PROFESSIONAL'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 DESIGN PROFESSIONAL'S written decision is delivered by CITY or CONTRACTOR to the other and to DESIGN PROFESSIONAL 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, DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL'S AUTHORITY AND RESPONSIBILITIES: Neither DESIGN PROFESSIONAL'S authority or responsibility under this Section 8 or under any other provision of the CONTRACT DOCUMENTS nor any decision made by DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL shall create, impose or give rise to any duty owed by DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL 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. DESIGN PROFESSIONAL will not be responsible for CONTRACTOR'S failure to perform or furnish the WORK in accordance with the CONTRACT DOCUMENTS.

8.10.2 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL'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 DESIGN PROFESSIONAL'S, Resident Project Representative, assistants and professional consultants.

END OF SECTION

DIVISION 1

General Provisions

Section 9

City's Responsibility

9.1	Method of Communications	9.5	CHANGE ORDERS
9.2	Termination of DESIGN PROFESSIONAL	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 DESIGN PROFESSIONAL.

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

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 DESIGN PROFESSIONAL, will provide reference points and construction stakes as provided in Section 5.5.

9.5 CHANGE ORDERS: When the DESIGN PROFESSIONAL and the CONTRACTOR agree that a CHANGE ORDER is required due to changes in CONTRACT PRICE or CONTRACT TIME, the DESIGN PROFESSIONAL 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.

END OF SECTION

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 Time
10.3	Temporary Supervision of WORK		

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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL because of the failure or refusal of the CONTRACTOR to comply with the order of the DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL. 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 or a higher amount set forth in the Information or Instructions to bidders 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.

END OF SECTION

DIVISION 1

General Provisions

Section 11

Changes in Contract Price

11.1	CONTRACT PRICE	11.3	Value of WORK
11.2	Changes in CONTRACT Price	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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL, 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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL. 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 DESIGN PROFESSIONAL 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.

END OF SECTION

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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL.

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 DESIGN PROFESSIONAL. 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 DESIGN PROFESSIONAL shall be the judge of such defects or imperfections. No monies under the CONTRACT shall become due, if the DESIGN PROFESSIONAL so elects, until the CONTRACTOR has satisfied the DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL. 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 DESIGN PROFESSIONAL to remain.

12.3.3 All materials shall be disposed of as directed by the DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL.

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 DESIGN PROFESSIONAL, requesting Final Inspection.

12.5 ACCEPTANCE AND FINAL PAYMENT: Within ten (10) days after the CONTRACTOR has given notice to the DESIGN PROFESSIONAL that the WORK has been completed, the DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL. 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.

END OF SECTION

DIVISION 1

General Provisions

Section 13

Termination and Default

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 DESIGN PROFESSIONAL; 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 DESIGN PROFESSIONAL as to their reasonableness and when so approved by DESIGN PROFESSIONAL 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 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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL, or if the CONTRACT shall be assigned by the CONTRACTOR otherwise than as specified, or if at any time the DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL and the CITY. The CONTRACTOR will then be released from further obligation except as set forth in his CONTRACT DOCUMENTS.

END OF SECTION

END OF GENERAL PROVISIONS

SUPPLEMENTARY PROVISIONS / SPECIAL CONDITIONS

PROJECT: BRINGHURST CLUBHOUSE VINYL SIDING

ARTICLE 1 – GENERAL

Additional supplementary conditions are listed in Section 00200. All instructions which are not amended or supplemented remain in force and effect.

ARTICLE 2 - AMMENDMENTS OR SUPPLEMENTS

- 2.21 Though out these specifications and in the City of Alexandria Standard General Provisions, reference to DESIGN PROFESSIONAL shall be amended to read OWNER'S REPRESENTATIVE as designated in the CONSTRUCTION CONTRACT.
- 2.22 Contractor's Contractual and OWNER'S Protective Liability Insurance Limits: The following minimum limits and special requirements shall be applicable to insurance specified in Section 6 of Alexandria Standard General Provisions.
- A. Worker's Compensation and Employers' Liability: The liability limits shall not be less than:
 - Worker's Compensation ...Statutory Limits
 - Employer's Liability.....\$500,000 each occurrence or disease and in aggregate
 - B. Commercial General Liability: The liability limits shall not be less than:
 - General Aggregate.....\$1,000,000
 - Products-Comp.....\$1,000,000
 - Personal and Advance Injury....\$1,000,000
 - Each Occurrence.....\$1,000,000
 - Fire Damage (any one fire).....\$50,000
 - Medical Expense (any one person)...\$5,000
 - C. Automobile Liability:
 - D. The liability limits shall not be less than: Any Auto Combined Single Limit.\$1,000,000
 - E. General Liability – OWNER'S and CONTRACTOR'S Protective Liability:
 - General Aggregate.....\$1,000,000
 - Products-Comp./Op. Aggregate.....\$1,000,000
 - Personal and Advanced Injury.....\$1,000,000
 - Each Occurrence.....\$1,000,000

- F. Hold Harmless and Indemnify: The CONTRACTOR agrees to indemnify, hold harmless and defend the OWNER and his agents, DESIGN PROFESSIONALS, and employees while acting within the scope of their duties from and against any and all liability, claims, damages and cost of defense arising out of the CONTRACTOR'S performance of the work described herein but not including the sole negligence of the OWNER, his agents, DESIGN PROFESSIONALS, or employees. The CONTRACTOR will require any and all subcontractors to conform with the provisions of this clause prior to commencing any work and agrees to include this clause into each insurance binder.
 - G. Certificates of Insurance: Certificates indicating and certifying to insurance coverages provided for the Work shall provided and approved prior to execution of contract.”
- 2.23 Section 13 of the City of Alexandria Standard General Provisions, is appended with the following Article 13.5:
- A. 13.5 DURATION OF AGREEMENT: For the purposes of this section, the Mayor is authorized to terminate this contract without further City Council approval.
 - B.

END OF SECTION

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DIVISION 1
GENERAL REQUIREMENTS

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SECTION - 01010

PART 1 - GENERAL

1.01 SCOPE:

A. This section describes the location of the project site and the work to be performed.

1.02 DESCRIPTION OF SITE: BRINGHURST GOLF CLUBHOUSE, 2822 MASONIC DRIVE, ALEXANDRIA, LA

1.03 WORK TO BE DONE:

A. Install vinyl siding and soffit as described on plans.

B. Replace existing windows as described on plans

C. Others to repair existing porch floor

D. Install vented vinyl soffit panels on porch ceiling

E. Other work as outlined on plans

1.04 DRAWINGS AND SPECIFICATIONS:

A. Specifications: The SECTIONS of the Technical Specifications consist of three parts: General, Products, and Execution. The General Part contains general requirements which govern the work. The Products and Execution Parts modify and supplement the General Part by providing detailed requirements of the work and shall always govern whenever there appears to be a conflict.

B. Intent:

1. All work called for in the Specifications applicable to the Contract but not shown on the Drawings or vice versa shall be of like effect as if shown or mentioned in both. Work not specified in either the Drawings or in the Specifications but involved in carrying out their intent or in the complete and proper execution of the work is required and shall be performed by the CONTRACTOR as though it were specifically delineated or described.

2. The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.

C. Conflict between Drawings and Specifications: Where an obvious conflict exists between the Drawings and Specifications, the ENGINEER shall decide which governs and the CONTRACTOR shall comply with the decision. Such decision shall not be grounds for additional payment to the CONTRACTOR, i.e. the CONTRACTOR shall include the price of the more expensive alternative in his bid.

1.05 UNDERGROUND UTILITIES:

- A. It shall be the responsibility of the CONTRACTOR to locate all underground utilities that may conflict with the proposed work. Test pits for the purpose of locating existing underground utilities shall be excavated and backfilled in accordance with Section 0222 – Test Pits. The CONTRACTOR shall comply with the requirements of Section 01016 – Protection of Existing Utilities.
- B. The OWNER will assist the CONTRACTOR in locating OWNER'S water and sewer utilities; however, it shall be the CONTRACTOR'S responsibility for locating and protecting the utilities once located.
- C. The CONTRACTOR shall be responsible for repairing all damage done to any underground utilities as a result of construction activities, at no cost to the OWNER.
- D. The CONTRACTOR shall contact Louisiana One Call in accordance with Section 01016 – Protection of Existing Utilities.

PART 2 - PRODUCTS

- A. (Not Used)

PART 3 - EXECUTION

3.01 GENERAL:

- A. Perform all work within the limits indicated on the drawings and described herein, all to the Engineer's and owner's satisfaction.

END OF SECTION 01010

SECTION 01015

GENERAL CONDUCT OF WORK

1.01 SCOPE:

This section generally describes the manner in which work shall be conducted.

1.02 COORDINATION OF WORK:

The contractor shall be responsible for the coordination of all work so that the project can be completed within the time stipulated in the contract. SUMMARY

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 HANDLING AND STORAGE:

- A. The CONTRACTOR shall, at his own expense, handle, haul, and distribute all materials and all surplus materials for the different portions of the work, as necessary. He shall provide suitable and adequate storage room for materials and equipment during the progress of the work and be responsible for loss, or damage to, materials and equipment furnished by him, until the final acceptance of work.
- B. All excavated materials, construction of equipment, materials and equipment to be incorporated in the work shall be placed so as not to injure the work and so that free access can be had at all times to all parts of the work and to all public utility installations in the vicinity of the work.
- C. Storage charges and demurrage charges by transportation companies and vendors, which result from delays in handling, shall be borne by the CONTRACTOR.

3.02 SEQUENCE OF WORK:

The work shall be carried on in such a manner and in a sequence designed so that work performed during each day shall be cleaned and neatly dressed at the end of that day. the work in any one area will be carried out so that interruption or access to and from homes and businesses will be minimized; and so that access to the area for pedestrians, fire protection and other vital services can be maintained at least on a limited basis. the owner may order a change in the sequence of the work if it is found that by the circumstance of the construction operation, a section of the public or private thoroughfare will be blocked off or unduly inconvenienced. the contractor will not be allowed to obstruct private driveways or approaches or to dig up or occupy public streets and highways with the materials more than is absolutely necessary for the prosecution of the work.

3.03 LAYOUT OF WORK:

The contractor shall lay out his work and shall be responsible for all measurements in connection therewith. all detailed construction surveys and iads such as cut stakes, batter boards, etc., shall be developed or provided by the contractor. the contractor shall verify all grades, lines, levels and dimensions shown on the drawings or specifications and report any errors or inconsistencies to the engineer before commencing work. reference marks (temporary bench marks) or (t.b.m.'s) establishing the controlling grades for the work will be available from the engineer. these reference marks shall be replaced at the contractor's expense if damaged or destroyed by construction operations.

3.04 EXISTING UTILITIES:

The work will be located in the vicinity of existing water, sewer, gas, telephone and electric lines, and the contractor shall handle his work in a manner so as not todamage the existing utilities. the contractor shall support by shoring, ties, or other means, the existing lines as necessary to prevent damage to them; and shall be responsible for any damage his work does to them. the contractor shall repair or pay for nay repairs to them occasioned by damage done to them by his work. the contrator shall notify the proper office when his work is near their facilities so hat they may send persons to advise about the work which may affect their facilities. it will be the contractor's responsibility to locate the utilities in advance of his work, and plan his work ahead so as to best carry on his work in a manner to insure no damage to the existing facilities.

3.05 PRIVATE PROPERTY:

The contractor shall not use or occupy private property which falls outside of the right-of-way or servitudes without obtaining authority independently from respective owners. contractor shall remove all trash, debris, spoil, etc. that may be left or result from construction and shall not dispose of or leave said material on private property in the general vicinity of the project.

3.06 PRESERVATION OF FENCES AND EXISTING VEGETATION:

The contractor shall preserve and protect all fences and existing vegetation such as trees, shrubs, and grass on or adjacent to the site which do not unreasonably interfere with the construction as may be determined by the engineer. the contractor shall be responsible for all unauthorized cutting or damaging of fences and trees and shrubs, including damage due to careless operation of equipment. any limbs or branches of trees broken during such operations shall be trimmed with a clean cut and painted with an approved tree pruning compound if required by the engineer. the contractor shall be liable for and will be required to replace or restore at his own expense all fences and vegetation not protected and preserved as required herein that may be destroyed or damaged. lawns shall be excavated only after the sod or turf has been carefully removed before commencement of excavation or trenching operations. sod or turf shall be wetted as required and stored until backfill is complete. upon completion of backfill the turf and fences shall be replaced in a strictly neat and workmanlike manner, and lawn areas shall be restored as near as possible to their original condition prior to excavation.

3.07 REMOVAL OF GROUND WATER:

Any pumping or bailing required to construct the work shall be done at no extra cost to the owner.

END OF SECTION 01015

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SECTION 01045

CUTTING AND PATCHING

PART I. GENERAL

1.01 SUMMARY

- A. This Section establishes general requirements pertaining to cutting (including excavating), fitting, and patching of the Work required to:
1. Make the several parts fit properly;
 2. Uncover work to provide for installing, inspecting, or both, of ill-timed work;
 3. Remove and replace work not conforming to requirements of the Contract Documents; and
 4. Remove and replace defective work.
- B. Related work:
1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 2. In addition to other requirements specified, upon the Engineer's request uncover work to provide for inspection by the Engineer of covered work, and remove samples of installed materials for testing.
 3. Do not cut or alter work performed under separate contracts without the Engineer's written permission.

1.02 SUBMITTALS

- A. Request for Engineer's consent;
1. Prior to cutting which effects structural safety, submit written request to the Engineer for permission to proceed with cutting.
 2. Should conditions of the Work, or schedule, indicate a required change of materials or methods for cutting and patching, so notify the Engineer and secure his written permission and the required Change Order prior to proceeding.
- B. Notices to the Engineer:

1. Prior to cutting and patching performed pursuant to the Engineer's instructions, submit cost estimate to the Engineer. Secure the Engineer's approval of cost estimates and type of reimbursement before proceeding with cutting and patching.
2. Submit written notice to the Engineer designating the time the Work will be uncovered, to provide for the Engineer's observation.

1.03 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

PART II. - PRODUCTS

2.01 MATERIALS

- A. For replacement of items removed, use materials complying with pertinent Sections of these Specifications.

2.02 PAYMENT FOR COSTS

- A. The Owner will reimburse the Contractor for cutting and patching performed pursuant to a written Change Order, after claim for such reimbursement is submitted by the Contractor. Perform other cutting and patching needed to comply with the Contract Documents at no additional cost to the Owner.

PART III. EXECUTION

3.01 SURFACE CONDITIONS

- A. Inspection:
 1. Inspect existing conditions, including elements subject to movement or damage during cutting, excavating, patching, and backfilling.
 2. After uncovering the work, inspect conditions affecting installation of new work.
- B. Discrepancies:
 1. If uncovered conditions are not as anticipated, immediately notify the Engineer and secure needed directions.
 2. Do not proceed until unsatisfactory conditions are corrected.

3.02 PREPARATION PRIOR TO CUTTING

- A. Provide required protection including, but not necessarily limited to, shoring, bracing, and support to maintain structural integrity of the Work.

3.03 PERFORMANCE

- A. Perform required excavating and backfilling as required under pertinent other Sections of these Specifications.
 - 1. Perform cutting and demolition by methods which will prevent damage to other portions or the Work and provide proper surfaces to receive installation of repair and new work.
 - 2. Perform fitting and adjusting of products to provide finished installation complying with the specified tolerances and finishes.

END OF SECTION

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SECTION – 01340

SHOP DRAWING, PRODUCT DATA AND SAMPLES

PART 1 – GENERAL

1.01 SUMMARY

A. Make submittals required by the Contract Documents and revise and resubmit as necessary to establish compliance with the specified requirements, all as described in this Section.

B. Related work:

1. Documents affecting work of this Section include but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections Division 1 of these Specifications.

2. Individual requirement for submittals also may be described in pertinent Sections of these Specifications.

3. The process for securing approval of proposed substitutions is described in Section 01630, “Product Options and Substitutions.”

C. Work not included:

1. Unrequired submittals will not be reviewed by the Architect.

2. The Contractor may require his subcontractors to provide drawings, setting diagrams and similar information to help coordinate the Work, but such data shall remain between the Contractor and his subcontractors and will not be reviewed by the Engineer unless specifically called for within the Contract Documents.

1.02 SUBMITTALS

A. Make submittals of Shop Drawing, Samples, substitution requests and other items in accordance with the provisions of this Section.

1.03 QUALITY ASSURANCE

Coordination of submittals:

1. Prior to each submittal, carefully review and coordinate all aspects of each item being submitted.
2. Verify that each item and the submittal for it conform in all respects with the specified requirements.
3. By affixing the Contractor's signature to each submittal, certify that this coordination has been performed.

PARTS 2 – PRODUCTS

2.01 SHOP DRAWINGS

- A. Scale and measurements: Make Shop Drawings accurately to a scale sufficiently large to show all pertinent aspects of the item and its method of connection to the Work.
- B. Types of prints required:
 1. Submit Shop Drawings in the form of one sepia transparency of each sheet plus three blue-line or black-line prints of each sheet.
 2. Blueprints will not be acceptable.
- C. Review comments of the Architect will be shown on the sepia transparency when it is returned to the Contractor. The Contractor may make and distribute such copies as are required for his purposes.

2.02 MANUFACTURER'S LITERATURE

- A. Where contents of submitted literature from manufacturers include data not pertinent to the submittal, clearly show which portions of the contents is being submitted for review.
- B. Submit the number of copies which are required to be returned, plus one copy which will be retained by the Architect.

2.03 SAMPLES

- A. Provide Sample or Samples identical to the precise article proposed to be provided. Identify as described under "Identification of submittals" below.

B. Number of Samples required:

1. Unless otherwise specified, submit Samples in the quantity which is required to be returned, plus one which will be retained by the Architect.
2. By prearrangement in specific cases, a single Sample may be submitted for review and when approved, be installed in the Work at a location agreed upon by the Architect.

2.04 COLORS AND PATTERNS

- A. Unless the precise color and pattern is specifically called out in the Contract Documents, and whenever a choice of color or pattern is available in the specified products, submit accurate color and pattern charts to the Architect for selection.

PART 3 – EXECUTION

3.01 IDENTIFICATION OF SUBMITTALS

- A. Consecutively number all submittals.
1. When materials is resubmitted for any reason, transmit under a new letter of transmittal and with a new transmittal number.
 2. On resubmittals, cite the original submittal number for reference.
- A. Accompany each submittal with a letter of transmittal showing all information required for identification and checking.
- B. On a least the first page of each submittal and elsewhere as required for positive identification, show the submittal number in which the item was included.
- C. Submittal log:
1. Maintain an accurate submittal log for the duration of the Work, showing current status of all submittals at all times.
 2. Make the submittal log available to the Architect for the Architect's review upon request.

3.02 GROUPING OF SUBMITTALS

- A. Unless otherwise specified, make submittals in groups containing all associated items to assure that information is available for checking each item when it is received.
 - 1. Partial submittals may be rejected as not complying with the provisions of the Contract.
 - 2. The Contractor may be held liable for delays so occasioned.

3.03 TIMING OF SUBMITTALS

- A. Make submittals far enough in advance of scheduled dates for installation to provide time required for reviews, for securing necessary approvals, for possible revisions and re-submittals and for placing orders and securing delivery.
- B. In scheduling, allow at least ten working days for review by the Architect following the Architect's receipt of the submittal.

<< END OF SECTION >>

SECTION 01620

STORAGE AND PROTECTION

PART 1 – GENERAL

1.01 SUMMARY

- A. Protect products scheduled for use in the Work by means including, but not necessarily limited to, those described in this Section.

- B. Related Word:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in division 1 of these Specifications.
 - 2. Additional procedures also may be prescribed in other Sections of these Specifications.

1.02 QUALITY ASSURANCE

- A. Include within the Contractor's quality assurance program such procedures as are required to assure full protection of work and materials.

1.03 MANUFACTURER'S RECOMMENDATIONS

- A. Except as otherwise approved by the Architect, determine and comply with manufacturers' recommendations on product handling, storage, and protection.

1.04 PACKAGING

- A. Deliver products to the job site in their manufacturer's original container, with labels intact and legible.
 - 1. Maintain packaged materials with seals unbroken and labels intact until time of use.
 - 2. Promptly remove damaged material and unsuitable items from the job site, and promptly replace with material meeting the specified requirement, at no additional cost to the Owner.

- B. The Architect may reject as non-complying such material and products that do not bear identification satisfactory to the Architect as to manufacturer, grade quality and other pertinent information.

1.05 PROTECTION

- A. Protect finished surfaces, including jambs and soffits of openings used as passageways through which equipment or materials are handled.
- B. Provide protection for finished floor surfaces in traffic areas prior to allowing equipment or materials to be moved over such surfaces.
- C. Maintain finished surfaces clean, unmarred and suitably protect until accepted by the Owner.

1.06 REPAIR AND REPLACEMENTS

In event of damage, promptly to secure replacement to secure replacements and to make repairs will not be considered by the Architect to justify an extension in the Contract Time of Completion.

END OF SECTION

SECTION 01630

PRODUCT OPTIONS AND SUBSTITUTIONS

PART 1 – GENERAL

1.01 SUMMARY

- A. This Section describes product options available to bidders and the Contractor, plus procedures for securing approval of proposed substitutions. \
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, Special Provisions and Sections in Division 1 of these Specifications.
 - 2. Form 00440 in the Bidding Documents provides space for bidders to propose substitutions prior to award of the Contract.
 - 3. Make submittals in accordance with pertinent provisions of Section 01340.

1.02 PRODUCT OPTIONS

- A. The Contract is based on standards of quality established in the Contract Documents.
 - 1. In agreeing to the terms and conditions of the Contract, the Contractor has accepted a responsibility to verify that the specified products will be available and to place orders for all required materials in such a timely manner as is needed to meet his agreed construction schedule.
 - 2. Neither the Owner nor the Engineer has agreed to the substitution of materials or methods called for in the Contract Documents, except as may specifically otherwise state in writing.
- B. Materials and/ or specified by name:
 - 1. Where materials and/or methods are specified by naming one single manufacturer and/or model number, without stating that equal products will be considered, only the material and/or method named in approved for incorporation into the Work.
 - 2. Should the Contractor demonstrate to the approval of the Engineer that a specified material or method was ordered in a timely manner and will not be available in time for incorporation into this Work, the Contractor shall submit to the Engineer such data on proposed substitute materials and/or methods as are needed to help the Engineer determine suitability of the proposed substitution.

- C. Where material and/or methods are specified by name and/or model number, followed by the words “or and equal approved in advance by the Engineer”:
 - 1. The material and/or method specified by name establishes the required standard of quality:
 - 2. Material and/or methods proposed by the Contractor to be used in lieu of materials and/or methods so specified by name shall in all ways equal or exceed the qualities of the named materials and/or methods:
- D. The following products do not require further approval except for interface within the Work:
 - 1. Products specified by reference to standard specifications such as ASTM and similar standards;
 - 2. Products specified by manufacture’s name and catalog model number.
- E. Where the phrase “or equal,” or “or equal as approved by the Engineer,” occurs in the Contract Documents, do not assume that the materials, equipments, or methods will be approved as equal unless the item has been specifically so approved for the Work by the Engineer.
- F. The decision of the Engineer shall be final.

1.03 DELAYS

- A. Delays in construction arising by virtue of the non-availability of a specified material and/or method will not be considered by the Engineer as justifying an extension or the agreed Time of Completion.

END OF SECTION

SECTION 01700
CONTRACT CLOSEOUT

PART 1 – GENERAL

1.01 SUMMARY

- A. This Section describes an orderly and efficient transfer of the completed Work to the Owner.
- B. Related work:
 - 1. Document affecting work of this Section includes, but are not necessarily limited to, General Condition, Supplementary Condition, and Sections in Division 1 of these Specifications.
 - 2. Activities relative to Substantial Completion and Contract closeout are described in the General Conditions.

1.02 QUALITY ASSURANCE

- A. Prior to requesting inspection by the Engineer, use adequate means to assure that the Work is completed in accordance with the specified requirements and is ready for the requested inspection.

1.03 PROCEDURES

- A. Substantial completion:
 - 1. Prepare and submit a PUNCH LIST of items to be completed and/or corrected.
 - 2. Within a reasonable time after receipt of the list, the Engineer will inspect to determine status of completion.
 - 3. Should the Engineer determine that the Work is not substantially complete.
 - a. The Engineer promptly will so notify the Contractor , in writing, giving the reason therefore.
 - b. Remedy the deficiencies and notify the Engineer when ready for re-inspection.
 - c. The Engineer will re-inspect the Work.
 - 4. When the Engineer concurs that the Work is substantially complete.

- a. The Engineer will prepare a “Certificate of Substantial Completion” accompanied by the Contractor’s list of items to be completed or corrected as verified by the Engineer.
- b. The Engineer will submit the report to the Owner and to the Contractor for their written acceptance of the responsibilities assigned to them in the Certificate.

B. Final completion:

1. Prepare and submit the notice that the Work is ready for final inspection and acceptance.
2. Verify that the Work is complete: submit to the Engineer as Affidavit that payrolls, and all bills connected with the work have been paid.
3. Certify that:
 - a. Contract Documents have been reviewed;
 - b. Work has been inspected for compliance with the Contract Documents;
 - c. Work has been completed in accordance with the Contract Documents;
 - d. Equipment and systems have been tested as required, and are operational;
 - e. Work is completed and ready for final inspection.
4. The Engineer will make an inspection to verify status of completion.
5. Should the Engineer determine that the Work is incomplete or defective.
 - a. The Engineer promptly will so notify the Contractor, in writing, listing the incomplete or defective work.
 - b. Remedy the deficiencies promptly, and notify the Engineer when ready for re-inspection.
6. When the Engineer determines that the Work is acceptable under the Contract Documents, he will request the Contractor to make closeout submittals.

C. Closeout submittals include, but are not necessarily limited to:

1. Project record Documents
2. Operation and maintenance data for items so listed in pertinent other Sections of these Specifications, and for other items when so directed by the Engineer;
3. Warranties and bonds;
4. Keys and keying schedule;
5. Spare parts and materials extra stock;

6. Evidence of compliance with requirements of governmental agencies having jurisdiction including, but not necessarily limited to;
 - a. Certificates of Inspection;
 - b. Certificates of Occupancy;
7. Certificates of Insurance of products and completed operations;
8. Evidence of payment and release of liens;
9. List of subcontractors, service organizations, and principal vendors, including names, addresses, and telephone numbers where they can be reached for emergency service at all times including nights, weekends, and holidays.

D. Final adjustment of accounts:

1. Submit a final statement of accounting to the Engineer, showing all adjustments to the Contract Sum.
2. If so required, the Engineer will prepare a final Change Order showing adjustments to the Contract Sum which were not made previously by Change Orders.

1.04 INSTRUCTION

- A. Instruct the Owner's personnel improper operation and maintenance of systems, equipment and similar items which were provided as part of the Work.

END OF SECTION

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SECTION 06100

ROUGH CARPENTRY

PART 1 – GENERAL

1.01 SUMMARY

- A. Provide wood, nails, and bolts, screws, framing anchors and other rough hardware and other items needed and perform rough carpentry for the construction shown on the Drawings, as specified herein, and as needed for a complete and proper installation.

- B. Related work:
 - 1. Documents affecting work of this Section include but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

1.02 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirement and the methods needed for proper performance of the work of this Section.

- B. Codes and standards:
 - 1. In additions to complying the pertinent codes and regulations of governmental agencies having jurisdiction, unless otherwise specifically directed or permitted by the Architect comply with:
 - a. “Product Use Manual” of the Western Wood Products Association for selection and use of products included in that manual;
 - b. “Plywood Specifications and Grade Guide” of the American Plywood Association;
 - c. “Standard Specifications for Grades of California Redwood Lumber” of the Redwood Inspection Bureau for Redwood, when used.

1.03 DELIVERY, STORAGE AND HANDLING

- A. Comply with pertinent provisions of Section 01620.
- B. Protection:
 - 1. Deliver the materials to the job site and store, in a safe area, out of the way of traffic, and shored up off the ground surface.
 - 2. Identify framing lumber as to grades, and store each grade separately from other grades.
 - 3. Protect metals with adequate waterproof outer wrapping.

4. Use extreme care in off loading of lumber to prevent damage, splitting and breaking of materials.

PART 2 – PRODUCT

2.01 MATERIALS

- A. Provide materials in the quantities needed for the Work shown on the Drawing, and meeting or exceeding the following standards of quality:
 1. Horizontal framing members: Douglas Fir-Hemlock, Table 1, Construction grade.
 2. Vertical framing members: Douglas Fir-Hemlock, Table 1 Standard grade.
 3. Plywood:
 - a. Sheathing: Structural II, C-C, exterior; or standard sheathing with exterior glue.
 - b. Siding: 303 siding grade, exterior rough-sawn, 3/8' thick Douglas Fir.
 - c. Telephone backboard: 3/4' thick, A-D, group 1, interior.
 4. Building paper: Kraft paper complying with Fed Spec UU-B-790a.
 5. Wood preservative: Ammoniacal copper arsenite, or 5% solution of pentachlorophenol.
 6. Rough hardware:
 - a. Steel items:
 - (1) Comply with ASTM A7 or ASTM A36
 - (2) Use galvanized at exterior locations.
 - b. Machine bolts: Comply with ASTM A307.
 - c. Lag bolts: Comply with Fed Spec FF-B_561.
 - d. Nails:
 - (1) Use common except as otherwise noted.
 - (2) Comply with Fed Spec FF-N-1.
 - (3) Use galvanized at exterior locations.
 - e. Joist hangers: Simpson, Teco, or equal as approved by the Architect.
 7. Exterior gypsum sheathing: Butt edge, 1/2" thick, complying with ASTM C630.

2.03 OTHER MATERIALS

A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Architect.

PART 3 – EXECUTION

3.01 SURFACE CONDITIONS

A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.02 DELIVERIES

A. Stockpile materials sufficiently in advance of need to assure their availability in a timely manner for this Work.

B. Make as many trips to the job site as are needed to deliver materials of this in a timely manner to ensure orderly progress of the Work.

3.03 COMPLIANCE

A. Do not permit materials not complying with the provisions of this Section to be brought onto or to be stored at the job site.

B. Promptly remove non-complying materials from the job site and replace with materials meeting the requirements of this Section.

3.04 WORKMANSHIP

A. Produce joints which are tight, true and well nailed, with members assembled in accordance with the Drawings and with pertinent codes and regulations.

B. Selection of lumber pieces.

1. Carefully select the members.
2. Select individual pieces so that knots and obvious defects will not interfere with placing bolts or proper nailings and will allow making of proper connections.
3. Cut out and discard defects which render a piece unable to serve its intended function.
4. Lumber may be rejected by the Architect, whether or not it has been installed, for excessive warp, twist, bow, crook, mildew, fungus or mold as well as for improper cutting and fitting.

C. Do not shim and framing component.

3.5 GENERAL FRAMING

A. General:

1. In addition to framing operations normal to the fabrication and erection indicated on the Drawings, install wood blocking and backing required for the work of other trades.
2. Set horizontal and sloped members with crown up.
3. Do not notch, cut, or bore members for pipes, ducts, or conduits or for other reasons except as shown on the Drawings or as specifically approved in advance by the Architect.

B. Bearings:

1. Make bearings full unless otherwise indicated on the Drawings.
2. Finish bearing surfaces on which structural members are to rest so as to give sure and even support.
3. Where framing members slope, cut or notch the ends as required to give uniform bearing surface.

3.06 BLOCKING AND BRIDGING

A. Install blocking as required to support items of finish and to cut off concealed draft openings, both vertical and horizontal, between ceiling and floor areas.

B. Bridging:

1. Install wood cross bridging (not less than 2" x 3" nominal), metal cross bridging of equal strength, or solid blocking between joists where the span exceeds 8' - 0".
2. Provide maximum distance of 8'-0" between a line of bridging and a bearing.
3. Cross bridging may be omitted for roof and ceiling joists where the omission is permitted by code, except where otherwise indicated on the Drawings.
4. Install solid blocking between joists at points of support and wherever sheathing is discontinuous. Blocking may be omitted where joists are supported on metal hangers.

3.07 ALIGNMENT

A. On framing members to receive a finished surface, align the finish subsurface to vary not more than 1/8" from the plane of surfaces of adjacent furring and framing members.

3.08 INSTALLATION OF PLYWOOD SHEATHING

A. Placement:

1. Place plywood with face grain perpendicular to supports and continuously over at least two supports, except where otherwise shown on the Drawings.

2. Center joints accurately over supports, unless otherwise shown on the Drawings.

B. Protect plywood from moisture by use of waterproof coverings until the plywood in turn has been covered with the next succeeding component or finish.

3.09 FASTENING

A. Nailing:

1. Use only common wire nails or spikes of the dimension shown on the Nailing Schedule, except where otherwise specifically noted on the Drawings.

2. For conditions not covered in the Nailing Schedule provide penetrations into the piece receiving the point of not less than $\frac{1}{2}$ the length of the nail or spike, provided, however that 16d nails may be used to connect two pieces of 2" (nominal) thickness.

3. Nail without splitting wood.

4. Prebore as required.

5. Remove split members and replace with members complying with the specified requirements.

B. Bolting:

1. Drill holes $\frac{1}{16}$ " larger in diameter than the bolts being used.

2. Drill straight and true from one side only.

3. Do not bear bolt heads on wood, but use washers under head and nut where both bear on wood, and use washers under all nuts.

C. Screws:

1. For lag screws and wood screws, prebore holes same diameter as root of threads, enlarging holes to shank diameter for length of shank.

END OF SECTION

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SECTION 07460

VINYL SIDING

PART 1 – GENERAL

1.01 SUMMARY

- A. Provide vinyl siding where shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

1.02 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Upon completion of this portion of the Work, complete and post a certificate of insulation compliance in accordance with pertinent requirements of governmental agencies having jurisdiction.

1.03 DELIVERY, STORAGE AND HANDLING

- A. Comply with pertinent provisions of Section 01620.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Provide the following vinyl siding where shown on the Drawings or otherwise needed to achieve the degree of insulation required under Pertinent regulations of governmental agencies having jurisdiction. CertainTeed “Restoration Series” or approved equal. (Norandex “Shenandoah” is approve)
 - 1. .40 T polyvinyl chloride traditional lap, triple 3” exposure siding, (9” w) wood-grain
 - 2. 44 T double 5” (10”w) polyvinyl chloride soffit (vented).

3. J-Channels, Corners, misc. trim – to match siding.
4. Fascias – vinyl coated aluminum or solid vinyl to match trim.
5. .40T polyvinyl chloride clapboard double 5” (10” w) wainscot

2.02 OTHER MATERIALS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.
- B. Remove, or protect against, projections in construction framing which may damage or prevent proper insulation.

3.02 INSTALLATION

- A. Install the work of this Section in strict accordance with the original design, requirements of governmental agencies having jurisdiction, and the manufacturer’s recommended installation procedures as approved by the Architect, anchoring all components firmly into position.

END OF SECTION

SECTION 07920

SEALANTS AND CAULKING

PART 1 – GENERAL

1.01 SUMMARY

- A. Throughout the Work, seal and caulk joints where shown on the Drawings and elsewhere as required to provide a positive barrier against passage of moisture and passage of air.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions and Sections in Division 1 of these Specifications.

1.02 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- B. Product data: Within 45 calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
 - 1. Materials list of items proposed to be provided under this Section;
 - 2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements;
 - 3. Manufacturer's recommended installation procedures which, when approved by the Architect, will become the basis for accepting or rejecting actual installation procedures used on the Work.
- C. Samples: Upon request of the Architect, submit Samples of each sealant, each backing material, each primer and each bond breaker proposed to be used.

1.03 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Comply with pertinent provisions of Section 01620.

- B. Do not retain at the job site material which has exceeded the shelf life recommended by its manufacturer.

PART 2 – PRODUCTS

2.01 SEALANTS

- A. Provide the following sealants, or equals approved in advance by the Architect, where called for on the Drawings or otherwise required for a complete and proper installation.

- 1. Type “A” ARCHITECTURAL SEALANT/VERTICAL SURFACES. 20 year minimum life expectancy, One-Part, non-sag silicone or polyurethane rubber building sealant designed to seal joints in perimeter of door and window framing equivalent to the following products.

- a. SILICONE SEALANTS:

- (1) DOW CORNING 795 Silicone Building Sealant.
- (2) GENERAL ELECTRICAL Silpruf Weatherproofing seal
- (3) PECORA 864 Architectural Sealant.

- b. URETHANE SEALANTS:

- (1) PECORA Dynatrol I.
- (2) SONNEBORN Sonolastic NPL.
- (3) GEOCEL Spec 3000.
- (4) TREMCO DYMONIC.

- 2. Type “B” SEALANT FOR HORIZONTAL SURFACES. 10-year minimum life expectancy, Two-Component non-sag elastomeric or urethane sealant with a plus-40 Shore A Hardness designed to seal treads, risers, and paved areas subject to foot and vehicular traffic equivalent to the following products:

- a. PECORA DYNATED
- b. SONNEBORN Sonolastic Paving Joint Sealant.
- c. TREMCO THC – 900

- 3. Type “C” Sealant: INTERIOR SURFACES.

- a. Acrylic latex, complying with ASTM C834 – 76:

- b. Acceptable products:
 - (1) PECORA AC 20”;
- B. For other services, provide products especially formulated for the proposed use and approved in advance by the Architect.
- C. Colors:
 - 1. Colors for each sealant installation will be selected by the Architect from standard colors normally available from the specified manufacturer.
 - 2. Should such standard color not be available from an approved substitute manufacturer except at additional charge, provide such colors at no additional cost to the Owner.
 - 3. In concealed installations, and in partially or fully exposed installations where so approved by the Architect, use standard gray or black sealant.

2.02 PRIMERS

- A. Use only those primers which have been tested for durability on the surfaces to be sealed and are specifically recommended for this installation by the manufacturer of the sealant used.

2.03 BACKUP MATERIALS

- A. Use only those backup materials which are non-absorbent, non-staining, and specifically recommended for this installation by the manufactures of the sealant used.

2.04 MASKING TAPE

- A. For masking around joints, provide an appropriate masking tape which will effectively prevent application of sealant on surfaces not scheduled to receive it and which is removable without damage to substrata.

2.05 OTHER MATERIALS

- A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Architect.

PART 3 – EXECUTION

3.01 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.02 PREPARATION

A. Concrete and ceramic tile surfaces:

1. Install only on surfaces which are dry, sound and well brushed, wiping free from dust.
2. At open joints, remove dust by mechanically blown compressed air if so required.
3. To remove oil and grease use sandblasting or wire brushing.
4. Where surfaces have been treated, remove the surface treatment by sandblasting or wire brushing.
5. Remove laitance and mortar from joint cavities.

B. Steel surfaces:

1. Steel surfaces in contact with sealant:

- a. Sandblast as required to achieve acceptable surface for bond.
- b. If sandblasting is not practical or would damage adjacent finish, scrape the metal or wire brush to remove mill scale and rust.

c. Use solvent to remove oil and grease, wiping the surfaces with clean white rags only
surfaces with clean white rags only.

2. Remove protective coatings on steel by sandblasting or by using a solvent which leaves no residue.

C. Aluminum surfaces:

1. Aluminum surfaces in contact with sealant:

- a. Remove temporary protective coatings, dirt, oil, and grease.
- b. When masking tape is used for protective cover, remove the tape just prior to applying the sealants.

2. Use only such solvents to remove protective coatings as are recommended for that purpose by the manufacturer of the aluminum work, and which are non-staining.

3.03 INSTALLATION OF BACKUP MATERIAL

- A. When using backup of tube or rod stock, avoid lengthwise stretching of the material. Do not twist or braid hose or rod backup stock.
- B. Installation tool:
 - 1. For installation of backup material, provide a blunt-surfaced tool of wood or plastic, having shoulders designed to ride on the adjacent finished surface and a protrusion of the required dimensions to assure uniform depth of backup material below the sealant.
 - 2. Do not, under any circumstance, use a screwdriver or similar tool for this purpose.
 - 3. Using the approved tool, smoothly and uniformly place the backup material to the depth indicated on the Drawings or otherwise required, compressing the backup material 25% to 50% and securing a positive fit.

3.04 PRIMING

- A. Use only the primer approved by the Architect for the particular installation, applying in strict accordance with manufacturer's recommendations as approved by the Architect.

3.05 BOND BREAKER INSTALLATION

- A. Provide an approved bond-breaker where recommended by the manufacturer of the sealant, and where directed by the Architect, adhering strictly to the manufacturer's installation recommendations.

3.06 INSTALLATION OF SEALANTS

- A. Prior to start of installation in each joint, verify the joint type according to details on the Drawings, or as otherwise directed by the Architect, and verify that the required proportion of width of joint to depth of joint has been secured.
- B. Equipment:
 - 1. Apply sealant under pressure with power-actuated hand gun or manually operated hand gun, or by other appropriated means.
 - 2. Use guns with nozzle of proper size, and providing sufficient pressure to completely fill the joints as designed.
- C. Thoroughly and completely mask joints where the appearance of primer or sealant on adjacent surfaces would be objectionable.

- D. Install the sealant in strict accordance with the manufacturer's recommendations, thoroughly filling joints to the recommended depth.
- E. Tool Joints to the profile shown on the Drawings, or as otherwise required if such profiles are not shown on the Drawing.
 - 1. Provide uniformly smooth joints with slightly concave surface.
 - 2. Do not use tooling agent unless specifically so recommended in writing by the manufacturer of the sealant.
- F. Cleaning up:
 - 1. Remove masking tape immediately after joints have been tooled.
 - 2. Clean adjacent surfaces free from sealant as the installation progresses, using solvent or cleaning agent recommended by the manufacturer of the sealant used.
 - 3. Upon completion of the work of this Section, promptly remove from the job site all debris empty containers, and surplus material derived from this portion of the Work.

END OF SECTION

SECTION 08520
VINYL WINDOWS

PART 1 GENERAL

1.01 SUMMARY

A. Provide vinyl windows with screens where shown on the Drawings, as specified herein, and as needed for a complete and proper installation.

B. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections n Division 1 of these Specifications.

1.02 SUBMITTALS

A. Comply with pertinent provisions of Section 01340.

B. Product data: Within 35 calendar days after the Contractor has received the Owner's Notice to Proceed, submit:

1. Materials list of items proposed to be provided under this Section:
2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements.
3. Shop Drawings in sufficient and interface of the work of this Section with the work of adjacent trades:
4. Manufacturer's recommended installation procedures which when approved by the Architect, will become the basis for accepting or rejecting actual installation procedures used on the Work.

1.03 QUALITY ASSURANCE

A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

B. In addition to complying with pertinent regulations of governmental agencies having jurisdiction:

1. Comply with ANSI AAMA 101-85 for the designations specified;
2. On each unit, provide an AAMA sponsored label certifying compliance with the specified requirements.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Comply with pertinent provisions of Section 01640.

PART 2 – PRODUCTS

2.01 VINYL SIDING

A. Provide vinyl windows of the types and dimensions shown on the Drawing, complete with anchors of the types needed for the installation, and complying with the following standards as defined ANSI-AAMA 101 -85:

B. Finish: Beige color vinyl.

C. Factory glaze with channel type vinyl gaskets and clear glass, capable of withstanding a design pressure of 22.3 psf, and I accord with ANSI A134.1.

D. Provide the manufacturer's standard screen at all vents.

PART 3 - EXECUTION

3.01 SURFACE CONDITIONS

A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.02 INSTALLATION

A. Install the work of this Section in strict accordance with the manufacturer's recommendations as approved by the Architect, anchoring all units firmly into position square, plumb, straight and true.

3.03 CLEANING

A. Labels:

1. Leave all labels in place, intact and legible, until reviewed and approved by the Architect.

B. Prior to completion of the Work, thoroughly clean all exposed surfaces of windows and screens.

1. Use only the cleaning materials and techniques recommended by the manufacturer of the material being cleaned.

2. Do not scratch or otherwise damage the glass, screen, or vinyl finish.

4.04 APPROVED EQUALS

A. View Point Series 1000

END OF SECTION

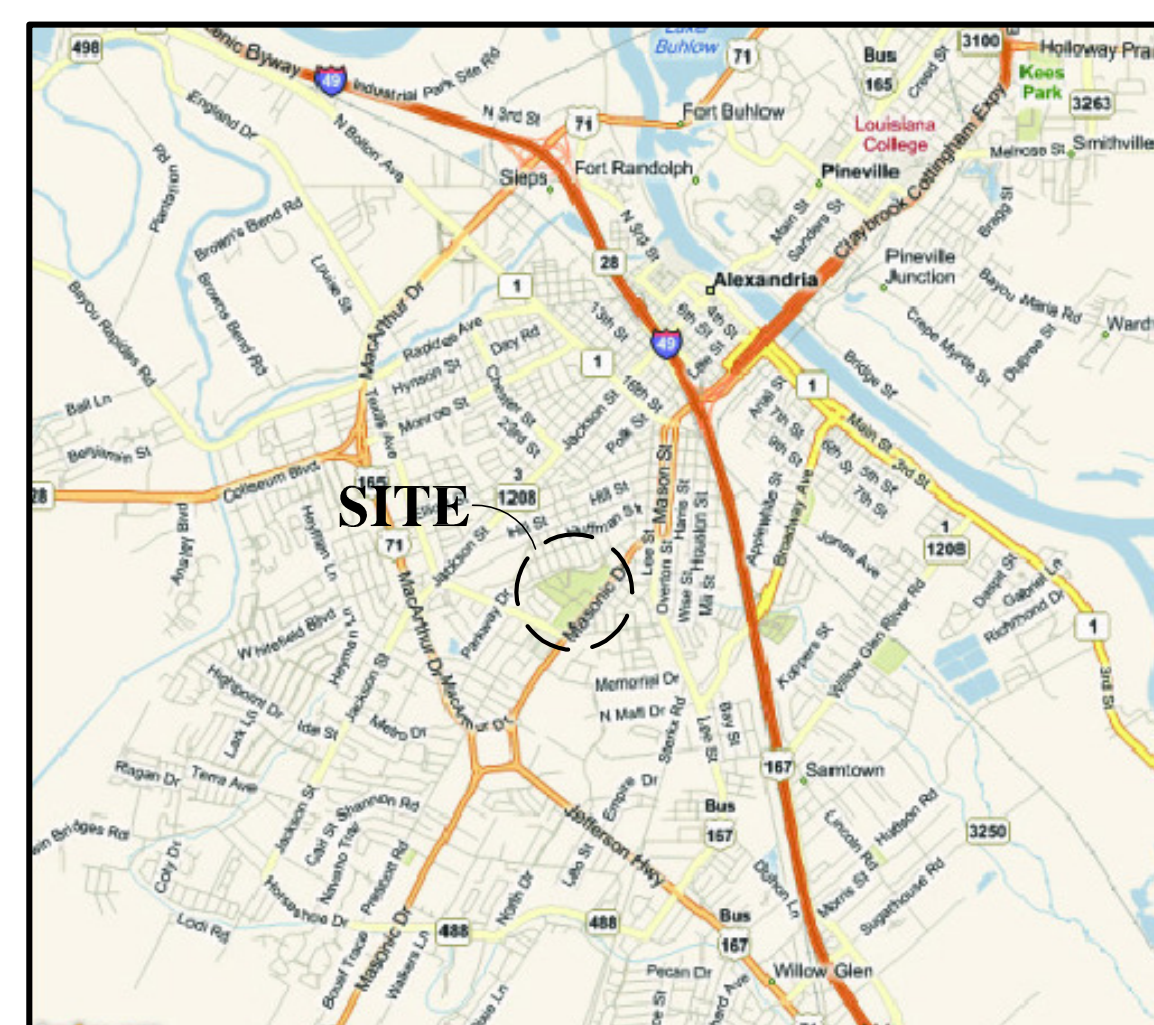
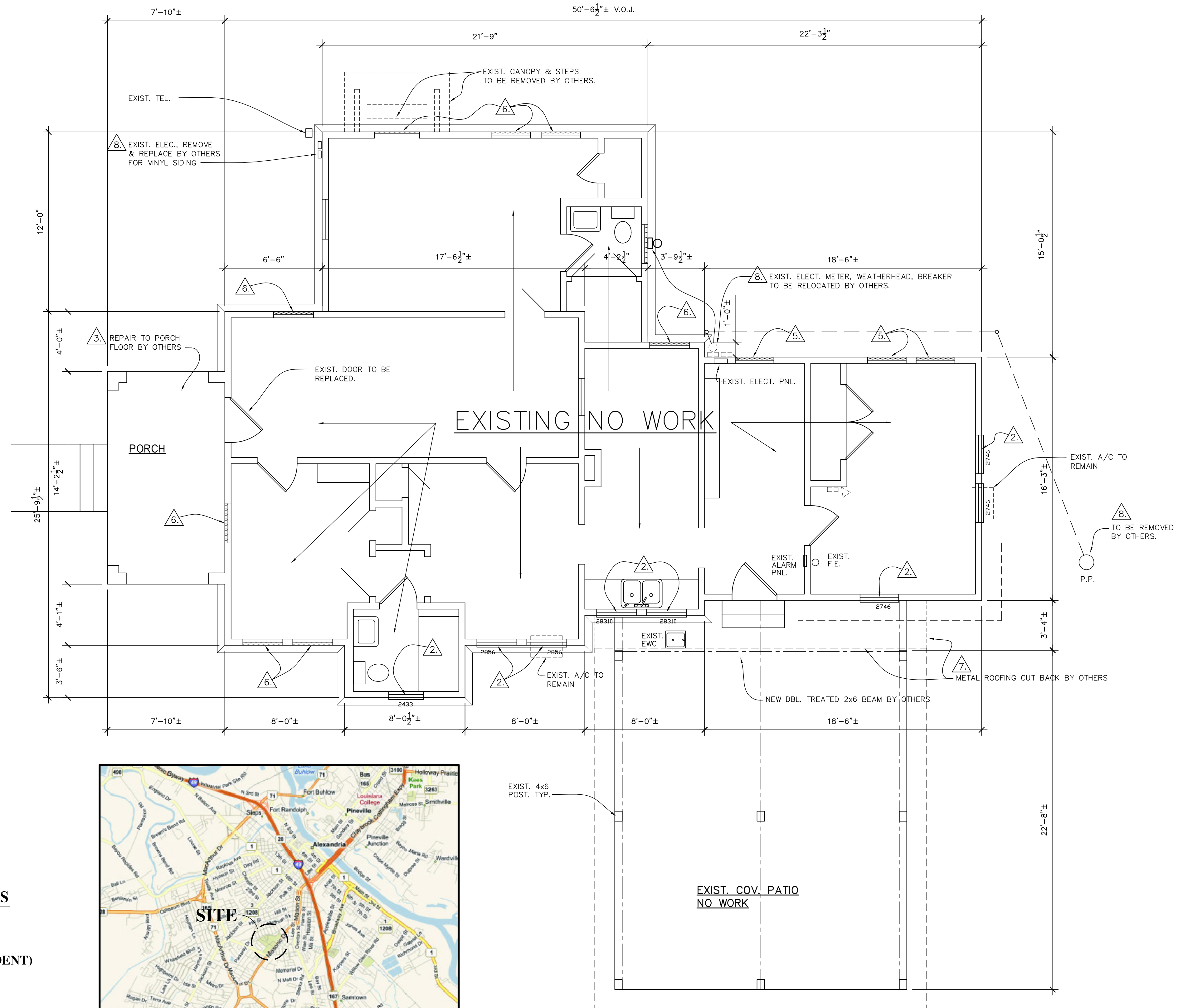
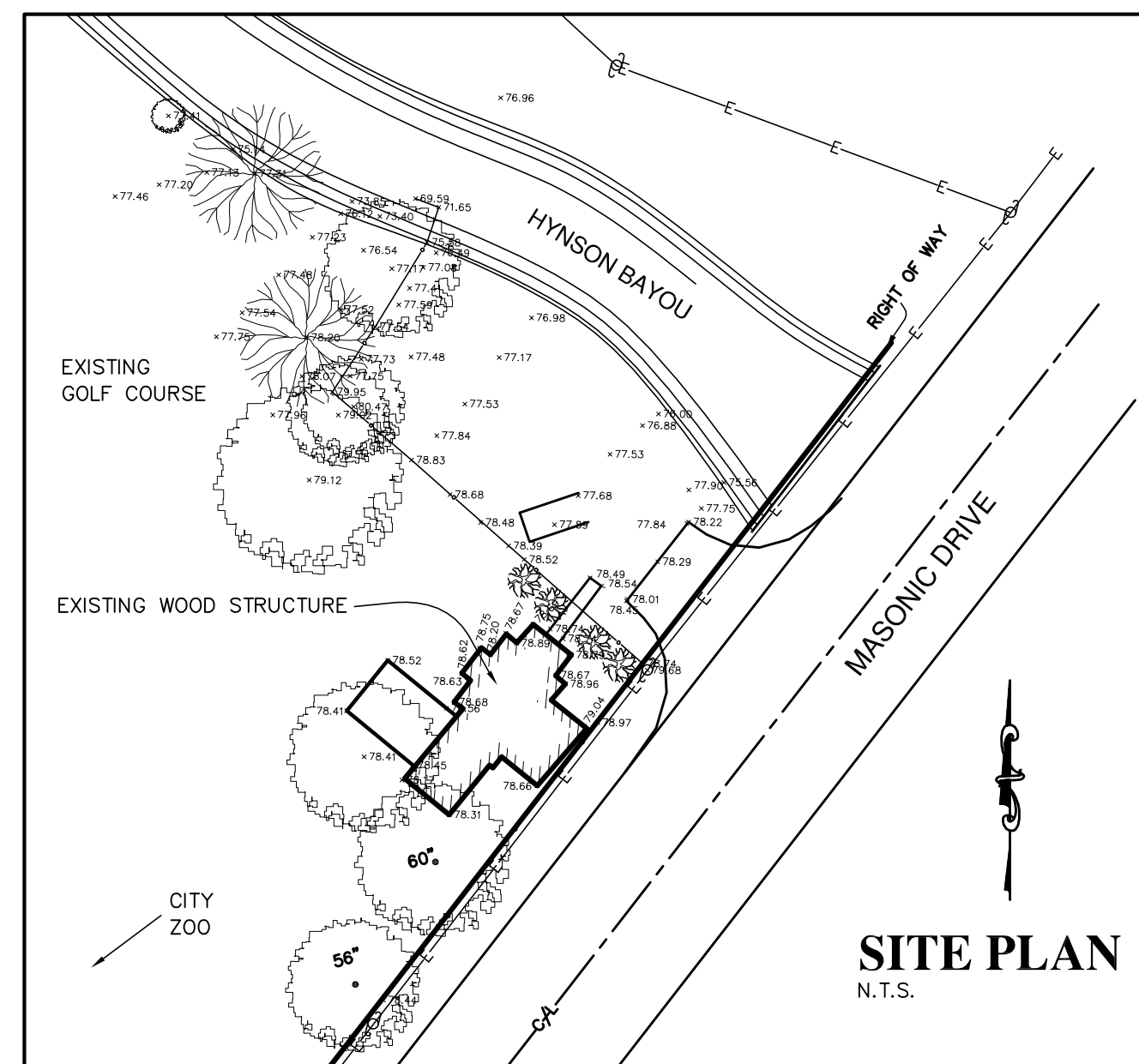
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NOTES

- 1. CONTRACTOR TO INSTALL "RESTORATION SERIES" 3"W (9" PNLS.) VINYL SIDING AND TRIM, VINYL COV. ALUM. TRIM AROUND WINDOWS & DOORS, CORNER TRIM, JOINT MOULDS, ETC. OVER 1/4" FOIL FACE INSULATION, 1x TREATED WOOD AROUND WINDOWS COVERED W/ VINYL/ALUM., COVER EXIST. SLOPING BOARDS AROUND BUILDING BELOW WINDOWS WITH 1/2" TREATED PLYWD. SHEATHING, 1/4" FOIL FACE FAN FOLD INSULATION AND DOUBLE 5" WOODGRAIN CLAPBOARD. TAPE INSUL. LAP JTS. W/ ALUM. FACE TAPE, TYP. VINYL SIDING BY CERTAINTED, NORANDEX OR APPROVED EQUAL. PREFIN. ALUM. TRIM AROUND HORIZ. TRIM BOARD UNDER WINDOWS. INSTALL PREFIN. ALUM. FASCIAS ON 1x6 WOOD AND VENTED SOFFIT PANELS ON WD. STRIPPING (SEE DETAILS).
- 2. CONTRACTOR TO REPLACE EXISTING WINDOWS WITH "WINDOW WORLD" STEEL REINFORCED VINYL REPLACEMENT WINDOWS, SINGLE HUNG WITH LOW E GLASS (SEE SPECIFICATIONS FOR APPROVED EQUALS). VERIFY WINDOW SIZES ON SITE. OTHER WINDOWS TO REMAIN WHERE BOARDED OVER. REPLACE DOOR ON EXIST. PORCH WITH METAL CLAD FOAM FILLED EXTERIOR DOOR WITH DEADBOLT AND HARDWARE.
- 3. OTHERS TO REPAIR EXISTING PORCH FLOOR.
- 4. INSTALL VENTED VINYL SOFFIT PANELS ON PORCH CEILING.
- 5. REMOVE EXISTING WOOD CASING, HEAD DRIP AND SILL, INSTALL FOIL FACE INSULATION ON SHEATHING OVER EXISTING WINDOW AREA TO FLUSH OUT WITH EXISTING SIDING (VERIFY THICKNESS ON SITE) TAPE ALL FOIL FACE INSULATION JOINTS WITH FOIL TAPE.
- 6. REMOVE EXISTING HEAD DRIP AND SILL, INSTALL FOIL FACED INSULATION SHEATHING TO EXIST. WINDOW OR DOOR TO FLUSH OUT WITH EXISTING SIDING. TAPE ALL FOIL FACE INSULATION WITH FOIL TAPE.
- 7. PORTION OF EXISTING PATIO ROOF TO BE REMOVED BY OTHERS AS NEEDED FOR VINYL SIDING WORK.
- 8. EXISTING ELECTRIC SERVICE AND RELATED WIRING, CONDUIT, BOXES, ETC. TO BE REMOVED AND / OR RELOCATED AND REINSTALLED BY OTHERS.

BRINGHURST CLUBHOUSE VINYL SIDING

2822 MASONIC DR. ALEXANDRIA, LA.



AREA MAP
N.T.S.

FLOOR PLAN
SCALE: 1/4"=1'-0"

NOTES

Scope of Work must comply with all requirements of following codes in accordance with State laws and City Codes promulgated in accordance therewith.

- A. International Building Code, 2012 Edition, not including Chapter 1 - Administration; Chapter 11 - Accessibility; Chapter 27 - Electrical; and Chapter 29 - Plumbing Systems.
- B. International Existing Building Code, 2012 Edition, not including Chapter 1 - Administration.
- C. International Residential Code, 2012 Edition, not including Parts I - Administrative; V - Mechanical, VII - Plumbing and VIII - Electrical, Appendix J, Existing Buildings and Structures is also included for mandatory regulation. For the purpose of this Part, IRC R301.2.1.1 (Design Criteria) shall be amended as follows and shall only apply to the International Residential Code, 2012 Edition.
 - i. Amendment of R301.2.1.1 (Design Criteria).
 - ii. Item 6, The American Concrete Institute, Guide to Concrete Masonry Residential Construction in High Winds Areas, shall be added.
 - iii. Item 7, Institute for Business and Home Safety, Optional Code-plus Fortified for Safer Living, shall be added.
 - iv. Federal Alliance for Safe Homes, Optional Code-plus Blueprint for Safety, shall be added.
- D. International Mechanical Code, 2012 Edition.
- E. The Louisiana State Plumbing Code [Part XIV (Plumbing) of the State Sanitary Code] as amended by the state health officer acting through the office of public health of the Department of Health and Hospitals. The "Louisiana State Plumbing Code" as published by SBCA is synonymous with "Part XIV (Plumbing) of the Sanitary Code, State of Louisiana."
- F. International Fuel Gas Code, 2012 Edition.
- G. National Electrical Code 2012 Edition.
- H. International Property Maintenance Code, 2012 Edition.
- I. International Energy Conservation Code, 2012 Edition.

Alexandria City Council
915 Third Street
Alexandria, LA. 71301

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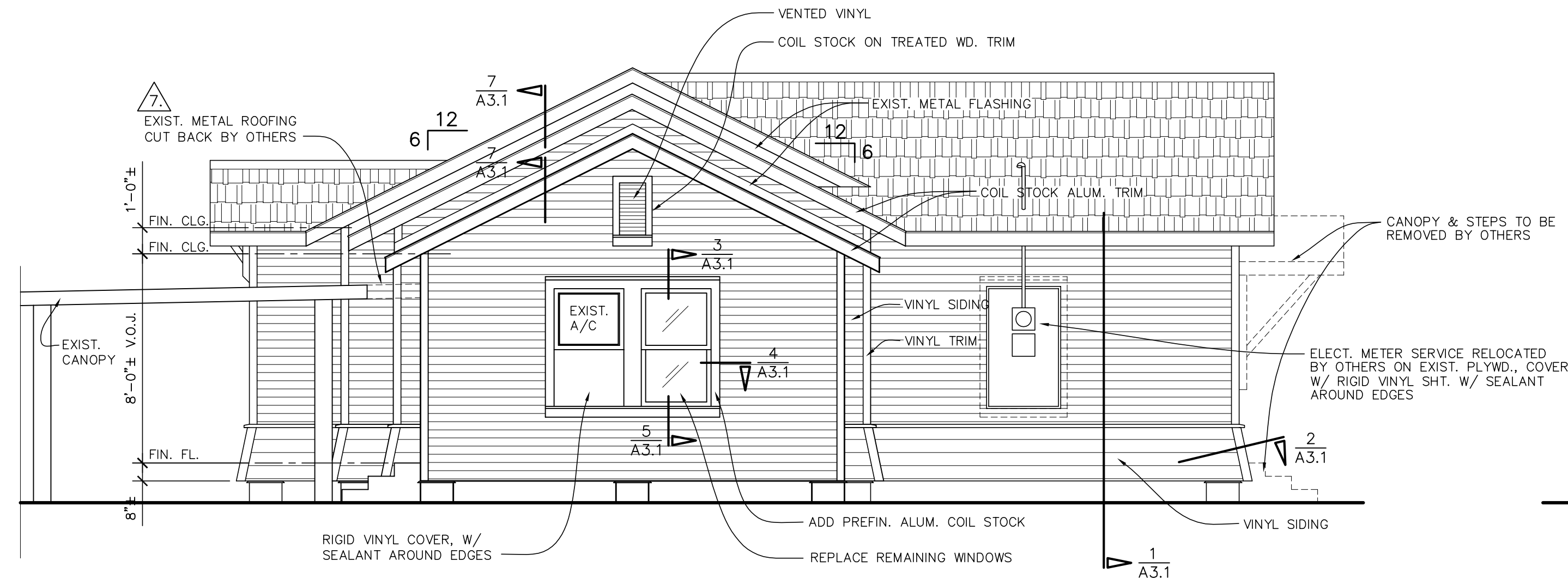
CITY OF ALEXANDRIA

DATE: 3/3/14
REVISED: 4/16/14

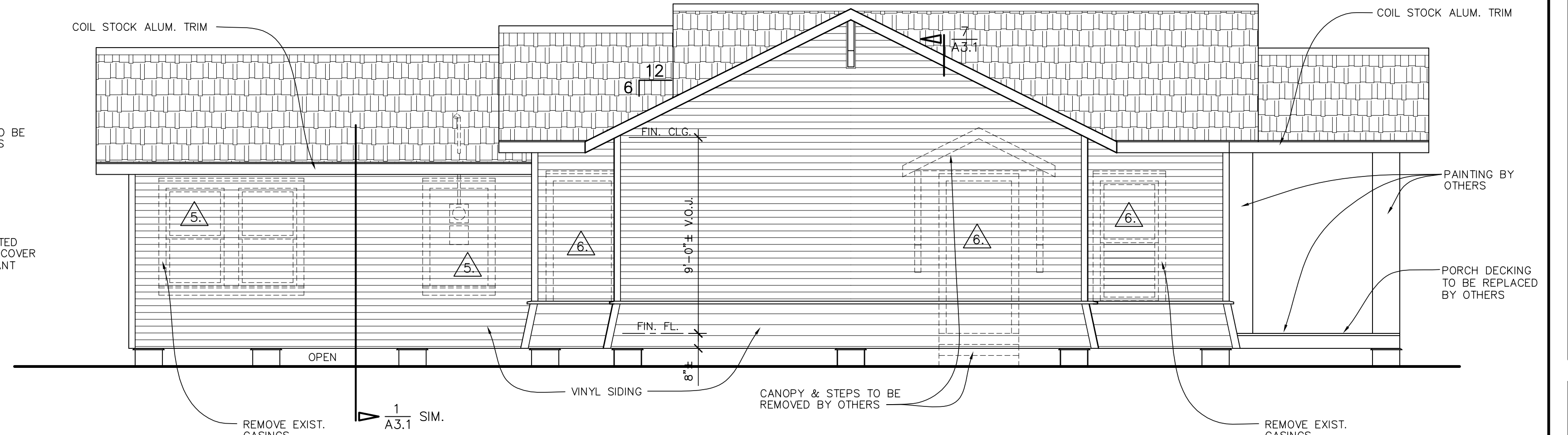
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BRINGHURST CLUBHOUSE VINYL SIDING
ALEXANDRIA, LA.
2822 MASONIC DR.

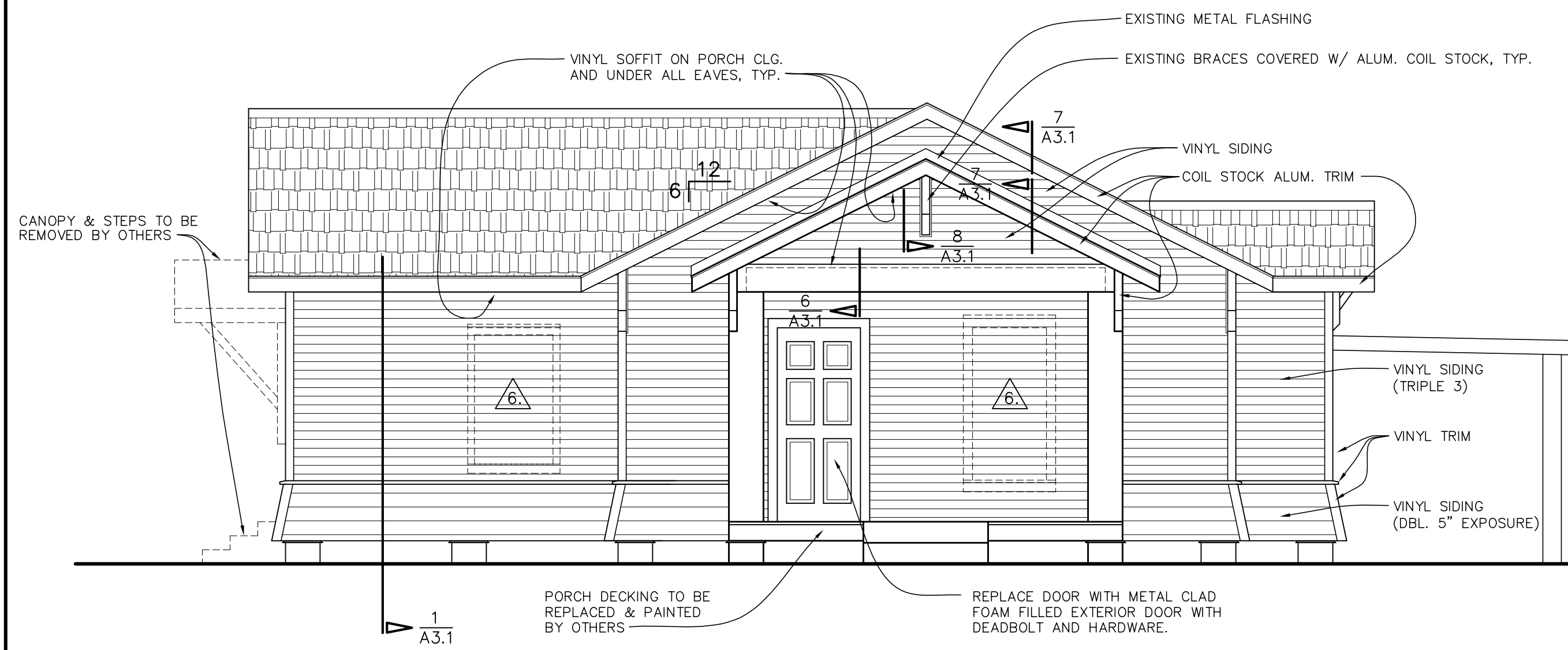
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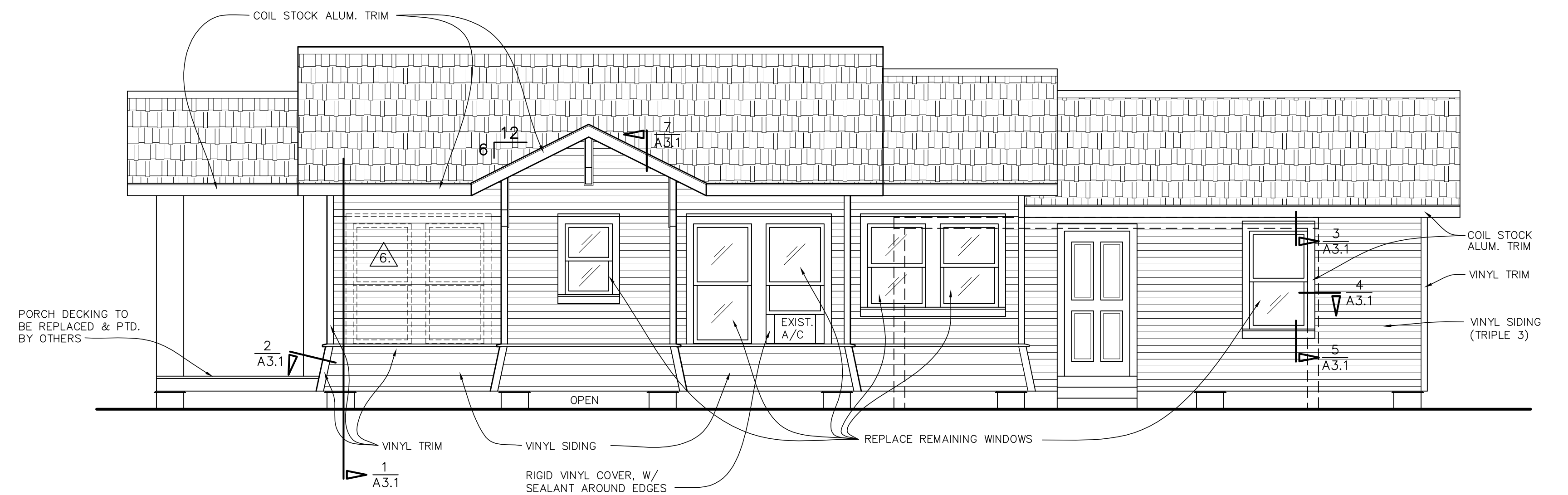
RIGHT SIDE ELEVATION
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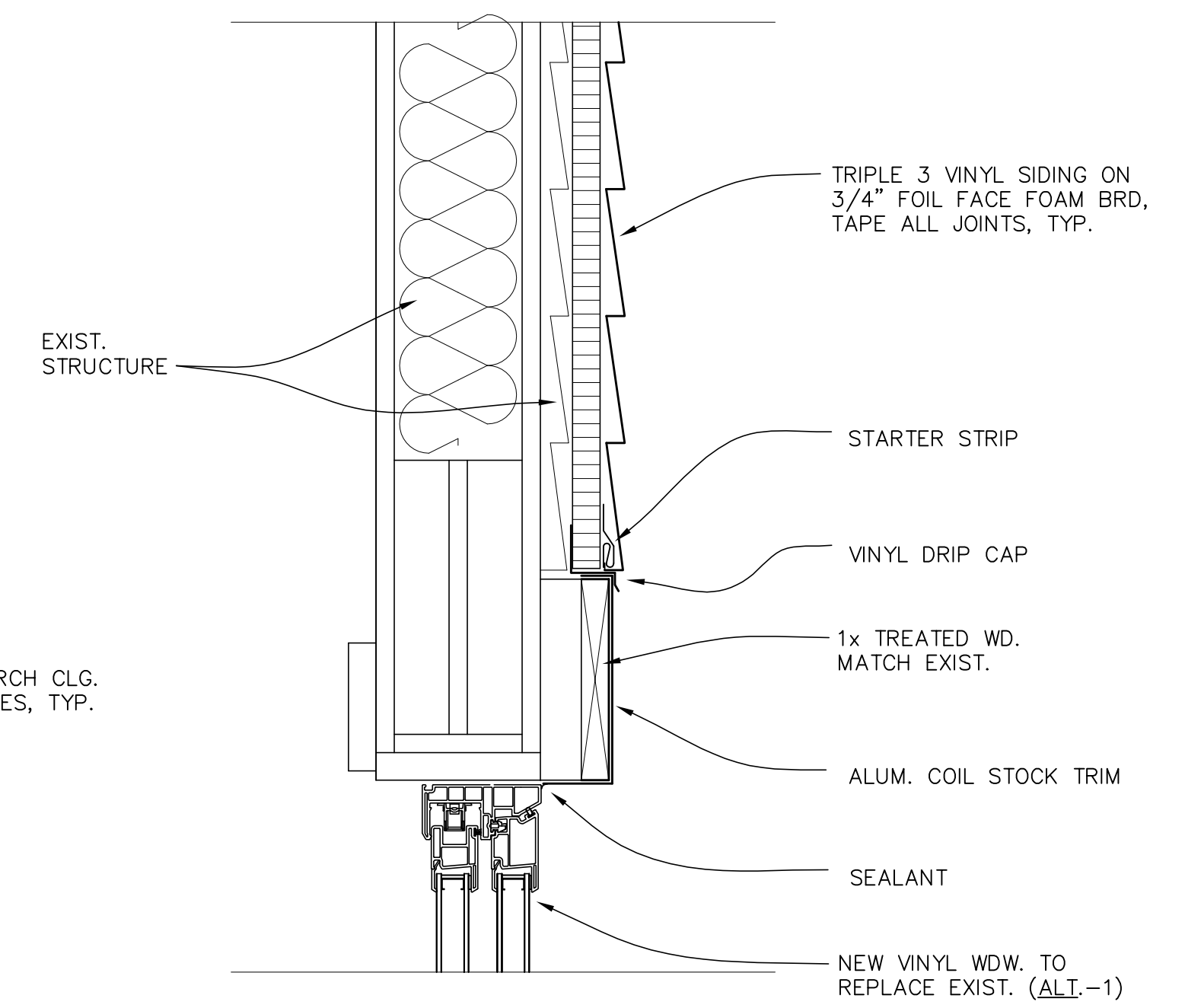
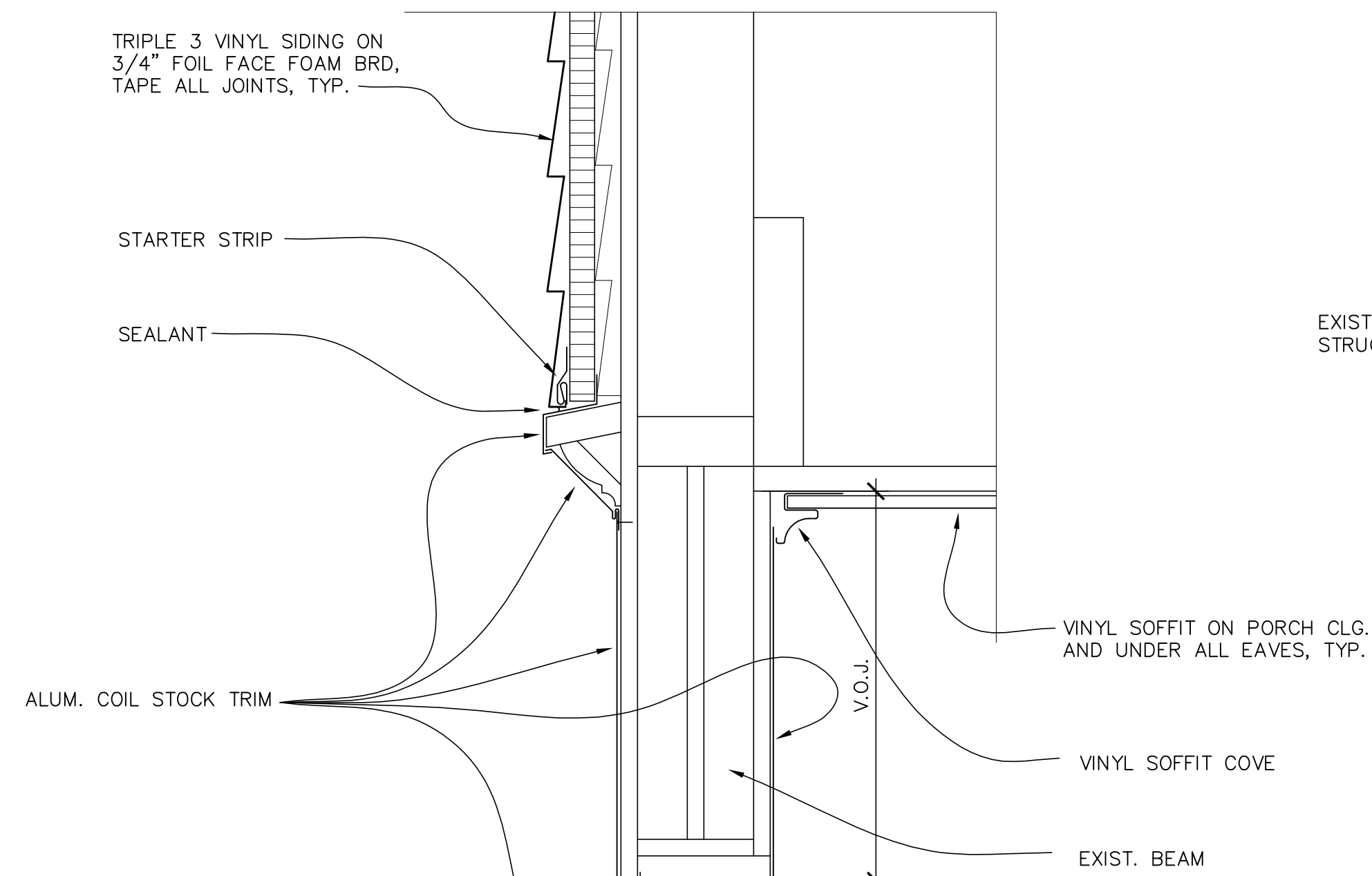
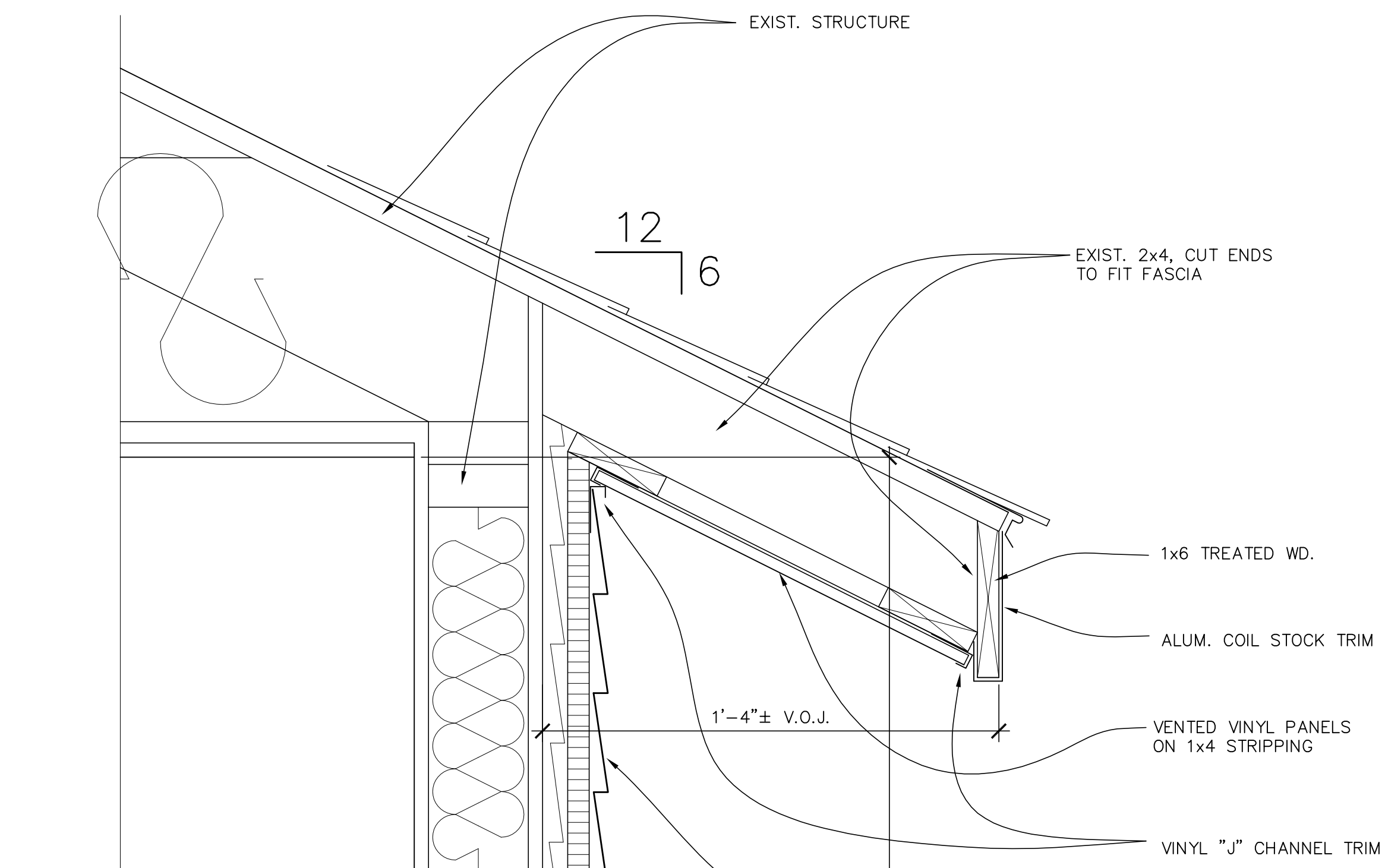
REAR ELEVATION
SCALE: 1/4"=1'-0"



LEFT SIDE ELEVATION
SCALE: 1/4"=1'-0"

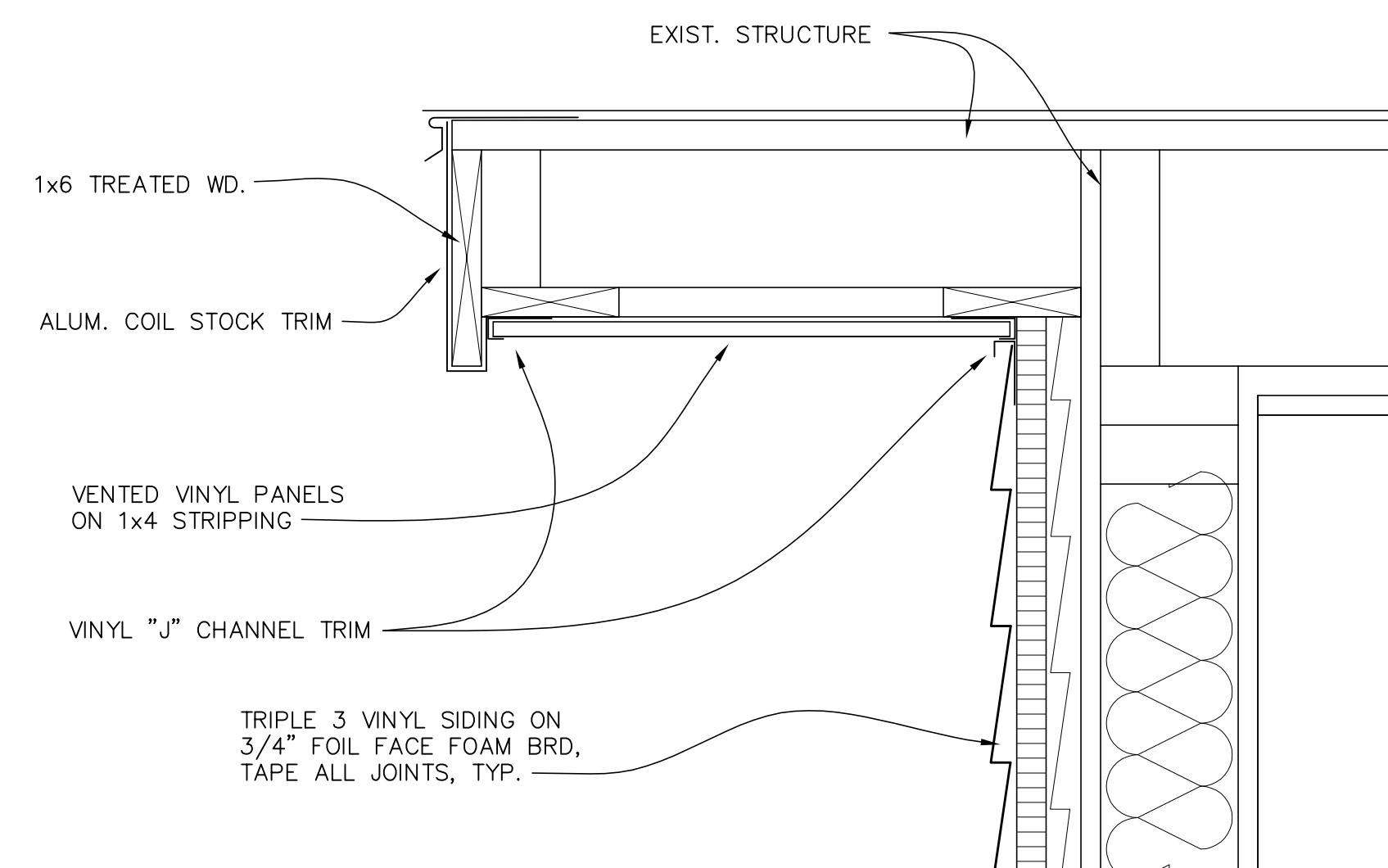
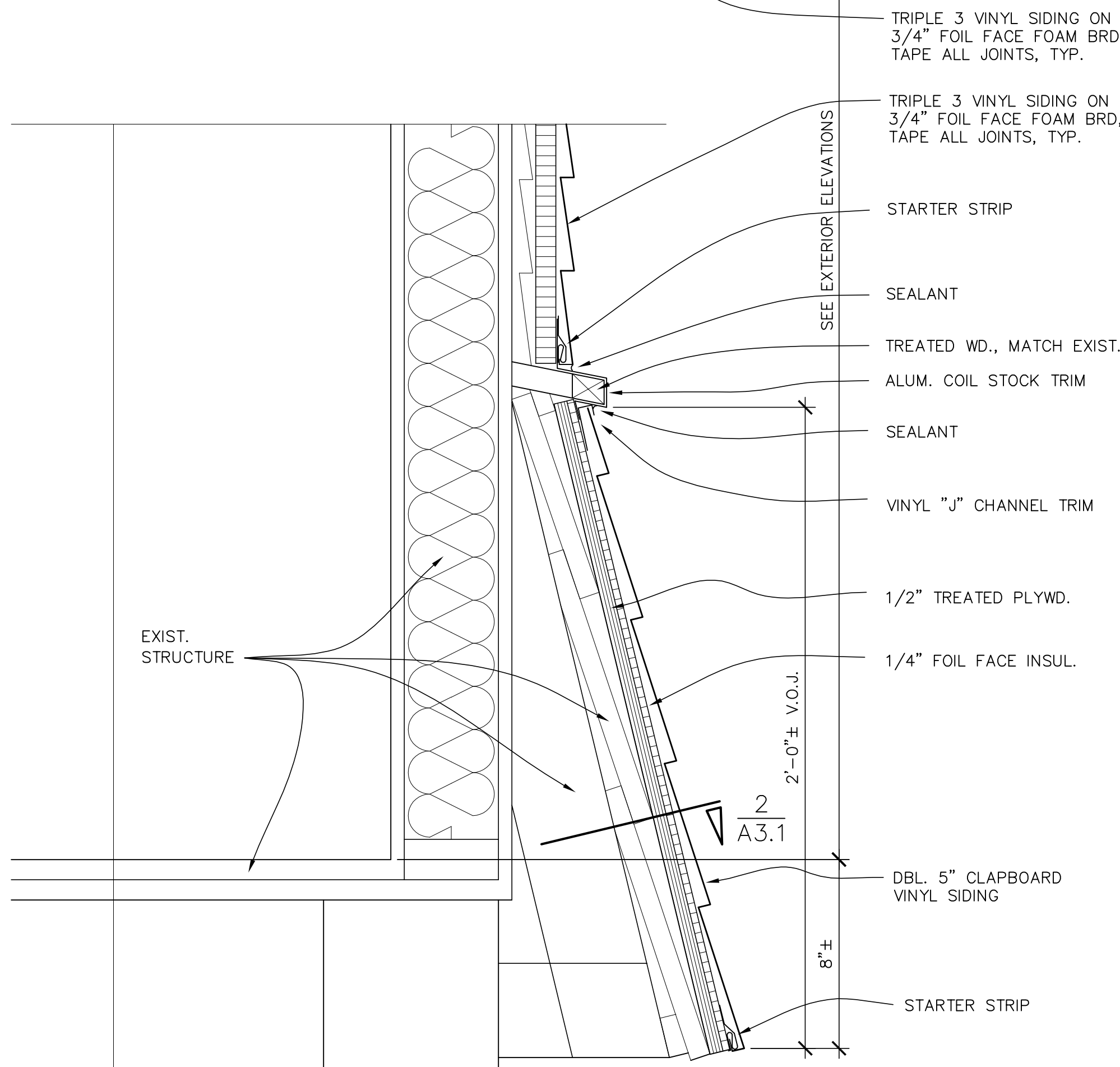


FRONT ELEVATION
SCALE: 1/4"=1'-0"

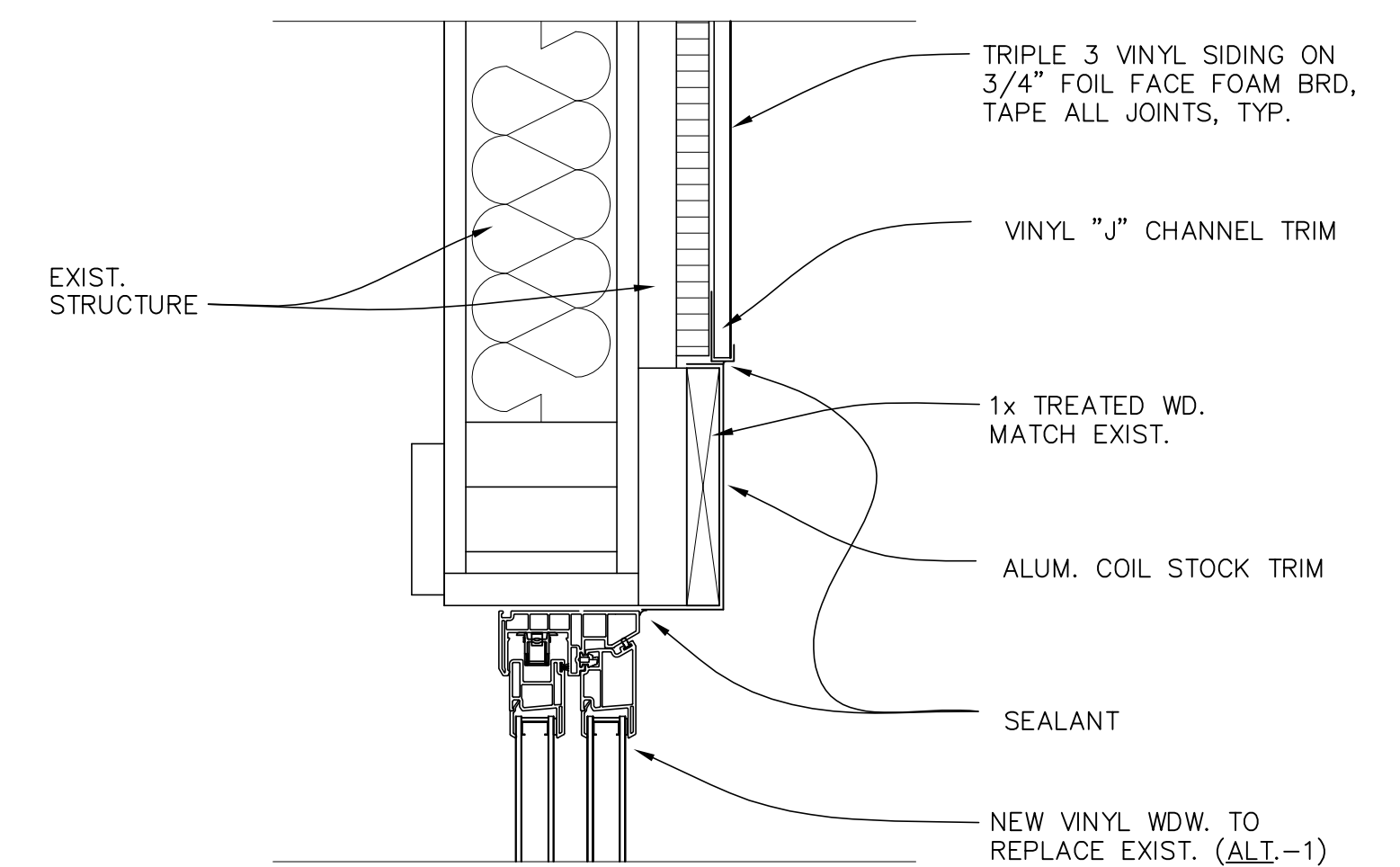


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A3.1
DETAIL
SCALE: 3"=1'-0"

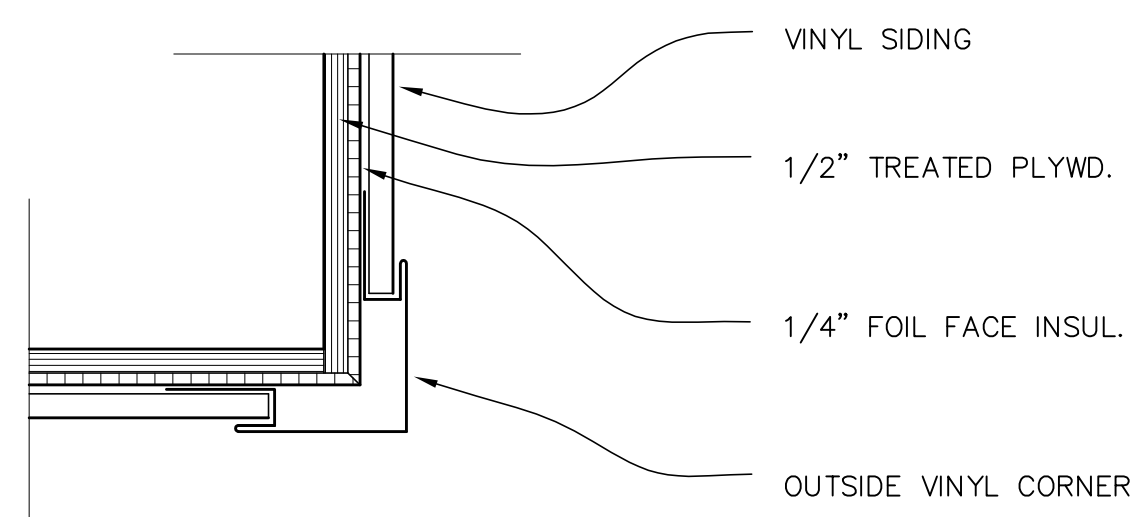
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A3.1
WINDOW HEAD
SCALE: 3"=1'-0"



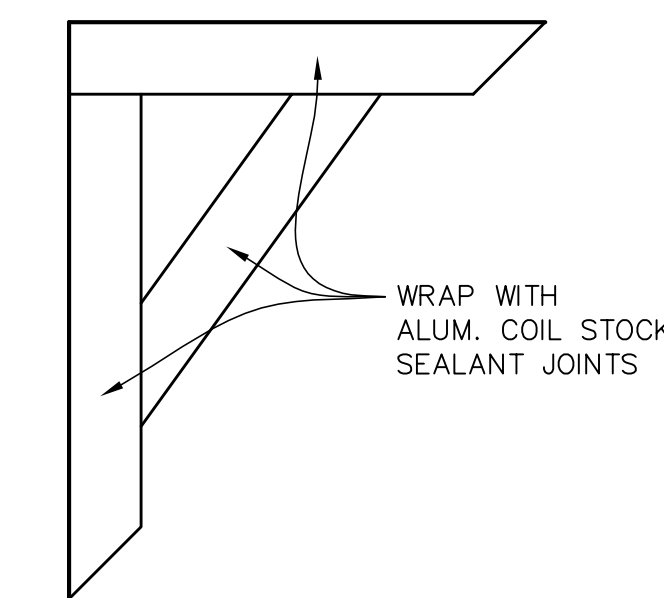
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DETAIL
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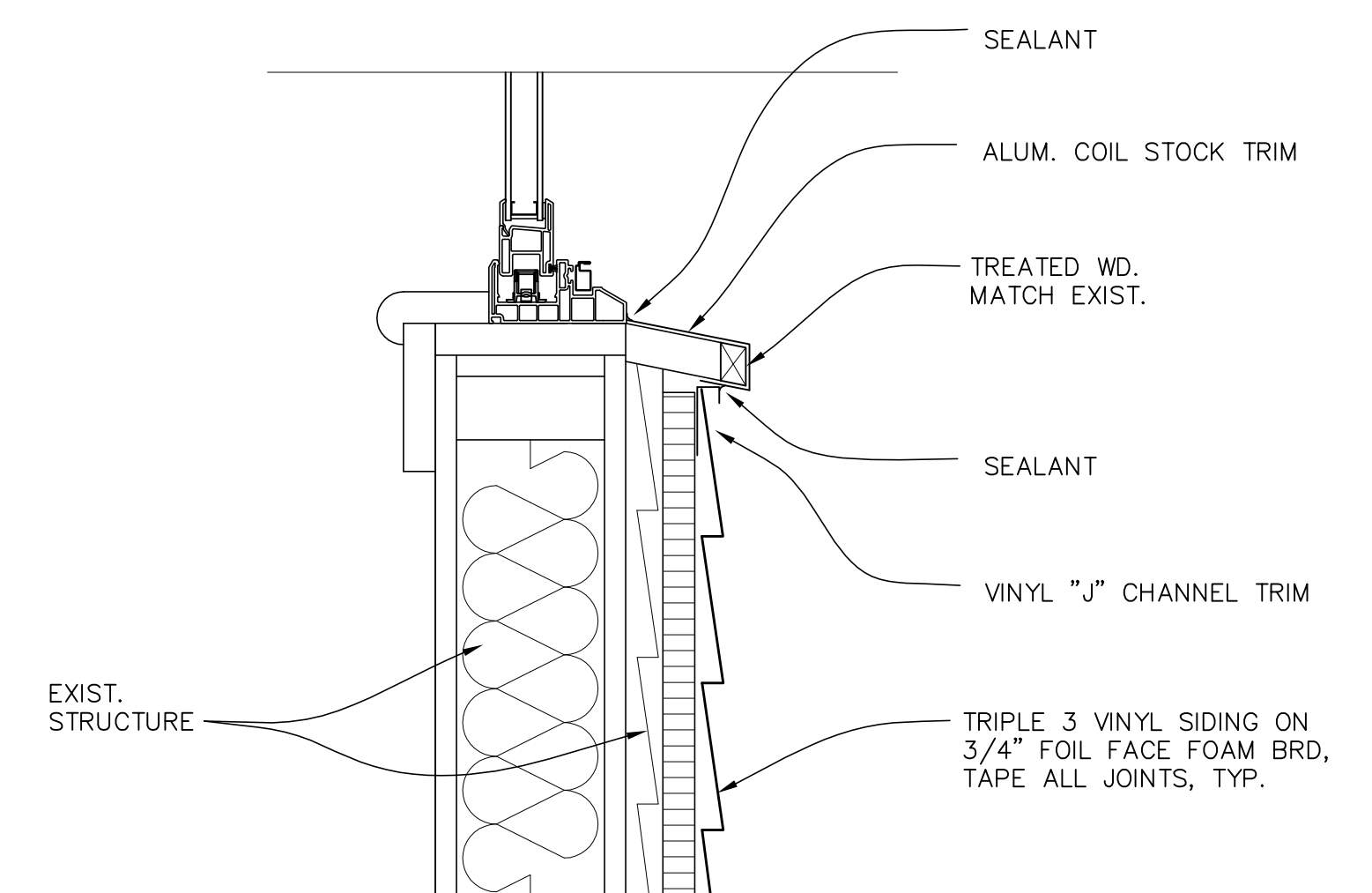
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A3.1
WINDOW JAMB
SCALE: 3"=1'-0"



2
A3.1
SECTION
SCALE: 3"=1'-0"



8
A3.1
DETAIL
SCALE: 1-1/2"=1'-0"



5
A3.1
WINDOW SILL
SCALE: 3"=1'-0"

1
A3.1
TYPICAL WALL SECTION
SCALE: 3"=1'-0"