

**SPECIFICATIONS
AND
CONTRACT DOCUMENTS**

FOR

SCADA SYSTEM UPGRADES FOR GAS DEPARTMENT

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

MAYOR

JACQUES ROY

COUNCIL MEMBERS

CHARLES L. "CHUCK" FOWLER - PRESIDENT

MITZI LASALLE - VICE-PRESIDENT

JAMES VILLARD

ED LARVADAIN, III

JULES R. GREEN

HARRY SILVER

LEE RUBIN

JANUARY 2015

**EE CONSULTANTS, INC.
301 JACKSON STREET, SUITE 204
ALEXANDRIA, LOUISIANA 71301**

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CITY OF ALEXANDRIA, LOUISIANA

SCADA SYSTEM UPGRADES FOR GAS DEPARTMENT

ADVERTISEMENT OR INVITATION TO BID

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CITY OF ALEXANDRIA, LOUISIANA

SCADA SYSTEM UPGRADES FOR GAS DEPARTMENT

Separate sealed bids for SCADA SYSTEM UPGRADES FOR THE GAS DEPARTMENT, ALEXANDRIA, LOUISIANA, will be received by the CITY OF ALEXANDRIA at the CITY COUNCIL MEETING CHAMBERS, ALEXANDRIA CITY HALL, ALEXANDRIA, LOUISIANA, until 10 O'CLOCK A.M., APRIL 7, 2015, and then at said office publicly opened and read aloud. The Instruction to Bidders, Bid Form, Agreement Between Owner and Contractor, Forms of Bid Bond, Performance and Payment Bonds, Drawings and Specifications, and other contract documents may be examined at the following location:

EE CONSULTANTS, INC.
301 JACKSON STREET, SUITE 204
ALEXANDRIA, LOUISIANA 71301
(318)445-8870

Copies may be obtained at the office of EE Consultants, Inc., upon payment of \$35.00 for each set, non-refundable.

Electronic Bid Submission:

www.bidsync.com

Pursuant to Louisiana R.S. 38-2212(A)(I)(F) and R.S. 38-2212.1(B)(4), vendors/contractors now have the option to submit their bids and bid bonds, electronically. To view bids, download, and receive bid notices by email, your company/agency will need to register with **BidSync at BidSync.com**. Please click the link below to register your company: <http://www.bidsync.com/DPX?ac+subscribe®only+1&>

If you need help registering or with completing an e-bid, please call 800-990-9339 (M-F) 8AM to 7PM (CST).

A mandatory pre-bid conference will be held at 10:00AM on March 18, 2015 at the City of Alexandria, Public Works Complex, Administrative Building, Conference Room. Attendance is a requirement for all prime bidders.

The OWNER reserves the right to waive any informalities or to reject any or all bids.

Each bidder must deposit with his bid, security in the amount, form and subject to the conditions provided in the Instructions to Bidders.

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

CITY OF ALEXANDRIA, LOUISIANA
915 THIRD STREET
ALEXANDRIA, LOUISIANA 71301
DONNA JONES, ACTING CITY CLERK

PLEASE PUBLISH THREE (3) TIMES:

FEBRUARY 27, 2015

MARCH 6, 2015

MARCH 13, 2015

CITY OF ALEXANDRIA, LOUISIANA

SCADA SYSTEM UPGRADES FOR GAS DEPARTMENT

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

BID FORM

BID BOND

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

CITY OF ALEXANDRIA

SCADA SYSTEM UPGRADES FOR GAS DEPARTMENT

ARTICLE 1 - GENERAL

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

ARTICLE 2 - AMENDMENT OR SUPPLEMENTS

1. Copies of Bidding Documents:

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

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

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

2. Examination of Contract Documents and Site:

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

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

2.3 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Section 5 of the City of Alexandria's Standard General Provisions.

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

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

2.6 The lands upon which the WORK is to be performed, rights-of-way and easements for access thereto and other land designated for use by CONTRACTOR in performing the WORK are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage

of materials and equipment are provided by CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by OWNER unless otherwise provided in Contract Documents.

2.7 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 2, that without exception the Bid is premised upon performing and furnishing the WORK required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the WORK.

3. Interpretations and Addenda:

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

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

4. Contract Time:

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

5. Liquidated Damages:

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

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

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

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

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

6.2 If, within forty-eight (48) hours of the Bid opening, exclusive of Saturdays, Sundays and legal holidays, any Bidder who files a duly signed, and sworn written notice with OWNER to the satisfaction of OWNER that there was a patently obvious mechanical, clerical or mathematical error in its Bid, that Bidder may withdraw his Bid and the Bid Security will be returned as provided by Louisiana Revised Statutes 38.2214A.(3). Thereafter, the Bidder will be disqualified from future bidding on the Contract.

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

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

9. Award of Contract:

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

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

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

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

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

10. Contract Security:

10.1 Paragraph 3.5 of the City of Alexandria's Standard General Provisions sets forth OWNER'S requirements as to Performance and Payment Bonds. When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by the required Performance and Payment Bonds.

10.2 In addition to their requirements in Paragraph 3.5 of the City of Alexandria's Standard Provisions, in order to be acceptable to the OWNER, a surety company issuing Bid Guaranty Bonds, or 100% Performance/Payment Bonds, called for in these Specifications, shall meet and comply with the following minimum standards:

A. Surety must be admitted to do business in the State of Louisiana and shall comply with the provisions of Revised Statute 38.2241. The Surety Company shall be listed by the U.S. Department of Treasury Financial Management Service (Circular 570 as amended).

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

C. Attorneys-in-fact who sign bid bonds or performance/payment bonds must file with such bond a certified copy of their power of attorney to sign such bond.

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

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

F. Surety shall have at least the following minimum ratings:

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

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

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

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

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

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

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

14. Issuance of Bidding Documents:

14.1 No Bidding Documents will be issued later than twenty-four (24) hours of the date set for receiving bids, as provided by Louisiana Revised Statutes R.S. 37:2162(b).

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

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

16. Bid to Remain Open:

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

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

17. Discrepancies on Bid Form:

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

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

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

- o O o -

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: City of Alexandria _____
P.O. Box 71 _____
Alexandria, LA 71306-0071 _____
(Owner to provide name and address of owner)

BID FOR: SCADA System Upgrades for Gas Department
N/A _____
N/A _____
(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:

EE CONSULTANTS, INC. and dated: JANUARY 2015
(Owner to provide name of entity preparing bidding documents.)

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

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

_____ Dollars (\$ _____)

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

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

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

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

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

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

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

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

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

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

Date: _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____, as Principal, and _____, as Surety, are held and firmly bound unto the State of Louisiana, Division of Administration, Office of Facility Planning and Control (Obligee), in the full and just sum of five (5%) percent of the total amount of this proposal, 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)

CITY OF ALEXANDRIA, LOUISIANA

SCADA SYSTEM UPGRADES FOR GAS DEPARTMENT

NOTICE OF AWARD

AGREEMENT BETWEEN OWNER AND CONTRACTOR

PERFORMANCE BOND

PAYMENT BOND

CONTRACTOR'S AFFIDAVIT

NOTICE TO PROCEED

SAMPLE CONTRACT CHANGE ORDER

NOTICE OF AWARD

DATED: _____, 2015

TO: _____

ADDRESS: _____

PROJECT: CITY OF ALEXANDRIA, LOUISIANA
SCADA SYSTEM UPGRADES FOR GAS DEPARTMENT

You are notified that your Bid dated _____, 2015 for the above Project has been considered. You are the apparent successful BIDDER and have been awarded a contract for your Base Bid, totaling _____ Dollars, (\$_____). Five (5) copies of the proposed Agreement accompany this Notice of Award. Five (5) sets of the balance of the Contract Documents will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen (15) days of the date of this Notice of Award, that is by _____, 2015:

1. You must deliver to the OWNER, five (5) fully executed counterparts of the Agreement.
2. You must deliver with the executed Agreement, the Contract Security (Bonds) as specified in Section 2 (Instructions to Bidders) and related Supplements, and Section 3 (Award and Execution of Contract) of the City of Alexandria's Standard General Provisions.
3. You must deliver with the executed Agreement, the certificates of insurance coverage as specified in the City of Alexandria's Standard General Provisions (Paragraphs 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: EE CONSULTANTS, INC.
ALEXANDRIA, LA

R.J. Dunn, Jr., P.E.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This AGREEMENT is dated as of the ____ day of _____ in the year 2015, by and between the CITY OF ALEXANDRIA (hereinafter called OWNER) and _____ (hereinafter 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:

CITY OF ALEXANDRIA
SCADA SYSTEM UPGRADES FOR GAS DEPARTMENT

Replace HIM/MTU software and hardware for the Gas Department SCADA room. Replace RTU's at thirty-three (33) existing stations at the repeater site, as described in Section 01010, Summary of Work.

Article 2. ENGINEER

The Project has been designed by EE Consultants, Inc., who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the WORK in accordance with the Contract Documents.

Article 3. CONTRACT TIME

3.1 The WORK will be substantially completed within 150 Working Days from the date when the Contract Time commences to run as provided in Paragraph 3.9 of the City of Alexandria's Standard General Provisions.

3.2 Liquidated Damages: If the Work embraced by this Agreement is not completed in the Contract Time set for completion as specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Section 10 of the City of Alexandria's Standard General Provisions, the actual damages for the delay will be impossible to determine and in lieu thereof, the CONTRACTOR shall pay to the OWNER as fixed and agreed, TWO HUNDRED AND NO/100 DOLLARS (\$200.00) for each Working Day of delay until the Work is substantially completed. Whatever sum may be due the OWNER as liquidated damages for delay may be deducted from payments due the CONTRACTOR or may be collected from the CONTRACTOR or the CONTRACTOR'S surety.

Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the WORK in accordance with the Contract Documents a total of _____ Dollars (\$_____).

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 ENGINEER 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 ENGINEER, or on about the thirtieth (30th) day following receipt by the OWNER. Applications for progress payments less than \$5,000 shall be accumulated until the next payment period or until final payment.

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

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 Final Acceptance and Final Payment: When the ENGINEER determines that the project is Substantially Complete, he shall prepare a "punch list" of exceptions and the dollar value related thereto. The monetary value assigned to this list will be based on the mobilization, labor, material and equipment costs of correcting each item and shall be retained from the monies owed the CONTRACTOR, above and beyond the standard lien retainage.

5.3.1. 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.

5.3.2. Final acceptance of the WORK, based upon the certificate of final acceptance, shall be by signature of the OWNER.

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

5.3.4. 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 ENGINEER along with final estimate for final payment and release of retainage, less any such sums as may be lawfully withheld under the Contract for processing with the OWNER.

Article 6. CONTRACTOR'S REPRESENTATION

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

6.1 CONTRACTOR has familiarized itself 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 Underground Facilities at or contiguous to the site. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the WORK at the Contract Price, within the Contract Time and in

accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.3 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 ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 7. CONTRACT DOCUMENTS

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

- 7.1 This Agreement,
- 7.2 Exhibits to this Agreement,
- 7.3 Performance and other Bonds,
- 7.4 Notice of Award,
- 7.5 The City of Alexandria's Standard General Provisions,
- 7.6 Supplementary Provisions,
- 7.7 General Requirements,
- 7.8 Drawings,
- 7.9 Addenda, numbers _____ to _____, inclusive,
- 7.10 CONTRACTOR'S Bid,
- 7.11 Notice to Proceed.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in Paragraphs 3.4 and 3.5 of the General Conditions.

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 Contract 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.

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

This Agreement will be effective on _____, 2015.

CONTRACTOR: _____

BY: _____

ATTEST: _____

Address for giving notices:

ATTEST: _____

OWNER: CITY OF ALEXANDRIA, LOUISIANA

BY: _____

Jacques Roy, Mayor

ATTEST: _____

Address for giving notices:

ATTEST: _____

915 Third Street

Alexandria, Louisiana 71301

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 _____

_____ hereinafter called PRINCIPAL, and _____

_____ (Insert the legal title of SURETY)

hereinafter called SURETY, are held bound unto the City of Alexandria, Post Office Box 8555, 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, dated the _____ day of _____, _____, a copy of which is attached and made a part hereof for the construction of:

CITY OF ALEXANDRIA-SCADA SYSTEM UPGRADES FOR GAS DEPARTMENT

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 WORK to be performed thereunder, 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.

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

(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 _____

hereinafter called PRINCIPAL, and _____

(Insert the legal title of SURETY)

hereinafter called SURETY, are held bound unto the City of Alexandria, Post Office Box 8555, Alexandria, Louisiana, hereinafter called OWNER, and unto all persons, firms and corporations who or which may furnish labor, or who furnish materials to perform as described under the CONTRACT and to their successors and assigns in the total aggregate penal sum of: _____ DOLLARS (\$ _____), in lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

CITY OF ALEXANDRIA-SCADA SYSTEM UPGRADES FOR GAS DEPARTMENT

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 SUBCONTRACTOR, and to any mechanic or material man lien holder, 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 of 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.

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

(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.

AFFIDAVIT - CONTRACTOR'S

STATE OF LOUISIANA

PARISH OF RAPIDES

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 has been selected by the CITY OF ALEXANDRIA, LOUISIANA as Contractor for the SCADA System Upgrades for the Gas Department and that he does hereby certify, in compliance with Louisiana Revised Statutes Section 38:2219:

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.

By: _____
Signature of Affiant

THUS SWORN BEFORE ME, this _____ day of _____, 2015

NOTARY PUBLIC

NOTICE TO PROCEED

DATED _____, 2015

TO: _____

ADDRESS: _____

PROJECT: SCADA SYSTEM UPGRADES FOR GAS DEPARTMENT
ALEXANDRIA, LOUISIANA

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2015, on or before _____, 2015, and you are to complete the WORK within _____ Working Days thereafter.

Also, before you may start any Work, you must:

- (1) Notify ENGINEER'S office as to date crews will move to the site so as to coordinate field control and layout work.
- (2) Provide ENGINEER'S office with detailed submittal data on all material to be incorporated into project (Section 01340 - Submittals and Substitutions) (5 copies of all data required.)

OWNER: CITY OF ALEXANDRIA, LOUISIANA

BY: EE CONSULTANTS, INC.

R.J. Dunn, Jr., P.E.
Project Engineer

SAMPLE CONTRACT CHANGE ORDER

CHANGE ORDER NO. _____

STATE
LOUISIANA

PARISH
RAPIDES

CONTRACT FOR: SCADA SYSTEM UPGRADES FOR GAS DEPARTMENT

DATE _____

OWNER: CITY OF ALEXANDRIA, LOUISIANA

TO:

(Contractor)

You are hereby requested to comply with the following changes from the contract drawings and specifications.

DESCRIPTION OF CHANGES	DECREASE IN CONTRACT PRICE	INCREASE IN CONTRACT PRICE
	\$	\$
TOTALS	\$	\$
NET CHANGE IN CONTRACT PRICE	\$	\$

The sum of \$ _____ is hereby _____ the total contract price of \$ _____ for a new total contract price of \$ _____.
(added to) (deducted from)

The time provided for completion is _____
(increased) (decreased) (not changed)
by _____ working days.

This document will become a supplement to the contract and all provisions of the contract will apply hereto.

Recommended _____
EE CONSULTANTS, INC. Owner's Engineer Date

Accepted _____
Contractor Date

Approved _____
CITY OF ALEXANDRIA, LOUISIANA Owner Date