

Airport Hangar
CITY OF HAMMOND

June 1, 2018
10:00 a. m.

Received (6) Six bids:

	Total
Vertex Construction Group	\$608,000.00
Velvet Pines Developers, LLC	\$794,975.20
Wainwright Construction	\$875,000.00
Steele-R Development	\$985,000.00
Petron, LLC	\$1,044,922.00
M Natal Contractor, Inc.	\$1,077,794.00

Bids were due in by 10:00 a. m. Friday, June 1, 2018

Present at bid:

Nikki Eames, Assistant Purchasing Agent
Cyril Gaiennie, Building Official
Gary Buie, M. Natal Contractor Inc.
JR Anders, Velvet Pines Developers, LLC
William Wainwright, Wainwright Construction
Robert Corley, Petron, LLC
Cheri Cox, Steele-R Development

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the City of Hammond, at the City Council Chambers, 312 East Charles Street, Hammond, Louisiana, 70401 until **10:00 a.m., Friday, June 1, 2018**, for

Airport Hangar for City of Hammond, Louisiana

and then and there be opened and publicly read aloud. Bids received after the specified time will not be opened or recognized.

Specifications and Contract Documents, and Construction Plans may be examined at the Mayor's Office, or obtained at the Purchasing Office, 312 East Charles Street, Hammond, Louisiana, upon payment of \$25.00 per set. Deposits on the first set of documents furnished to bona fide prime bidders will be fully refunded upon return of the documents no later than ten (10) days after receipt of bids (June 11, 2018). On other sets of documents furnished to bidders, suppliers, subcontractors, and other parties, the deposit, which payment is less than the actual costs of reproduction, is non-refundable. The documents are also online at www.hammond.org.

Evidence that a contractor holds a valid Louisiana Contractors License (Classification IV) must be presented prior to release of bidding documents and/or submittal of Bid Proposal.

A Pre-Bid Conference is scheduled at the Site at **11:00 a.m., Tuesday, May 8, 2018**.

The City Council reserves the right to reject any or all Bid Proposals for just cause and to waive informalities in any or all Bid Proposals.

PROJECT	Estimated Construction Cost	Contract Term
Airport Hanger	\$ 550,000	150 calendar days

Pete Panepinto, Mayor

Please publish:

Tuesday - May 1, 2018
Tuesday - May 8, 2018
Tuesday - May 15, 2018
Tuesday - May 22, 2018

Pre-Bid Meeting

Sponsor: City of Hammond
 Project: Airport Hangars
 Date: Tuesday, May 5, 11:00am
 Location: Hammond Northshore Regional Airport

NAME	COMPANY	EMAIL/PHONE
TRACE WILSON	TASK INDUSTRIES, LLC	Twilson@wwcci.net 225-341-9794
GEORGE NAVAPPE	SPARTAN BUILDING CORP	george@spartanbuilding.com 985-845-2555
RICK ALLEYNE	ARE LOUISIANA INC	ARELOUISIANA@GMAIL.COM 985-652-6795-504-723-9948
Randy Felder	Z10 LLC	RandyFelder@HOTMAIL.COM 985 634 3590
John Barry	velvet Pines Developers	velvetpines@velvetpines.com 985-875-2090
JR Anders	Velvet Pines Developers	pmvelvetpines@gmail.com 985-951-9437
Steele McDaniel	Steele-R Development LLC	steele@S-rd.com 985 234-0621

**SPECIFICATIONS
AND
CONTRACT DOCUMENTS**

for

Airport Hangar

for the

City of Hammond, Louisiana

PETE PANEPINTO, Mayor

Johnny Blount, City Council President

Mike Williams

Jason Hood

Lemar Marshall

Janice Carter Beard

Tonia Banks, Clerk of the Council

April 19, 2018

TABLE OF CONTENTS

of Pages

NOTICE TO BIDDERS	1
INFORMATION FOR BIDDERS	3
BID PROPOSAL—Airport Hangar	1
BID BOND	2
ATTESTATION CLAUSE <i>in accordance with LA R.S. 38:2227</i>	2
STATUS VERIFICATION AFFIDAVIT <i>in accordance with LA R.S. 38:2212.10</i>	11
GENERAL CONDITIONS	14
SPECIAL CONDITIONS	6
CONTRACT DOCUMENTS	10
Total Pages	50

**Construction Plans for "Airport Hangar
for the City of Hammond", dated April 19, 2018**

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Airport Hangar for City of Hammond, Louisiana

and then and there be opened and publicly read aloud. Bids received after the specified time will not be opened or recognized.

Specifications and Contract Documents, and Construction Plans may be examined at the Mayor's Office, or obtained at the Purchasing Office, 310 East Charles Street, Hammond, Louisiana, upon payment of \$25.00 per set. Deposits on the first set of documents furnished to bona fide prime bidders will be fully refunded upon return of the documents no later than ten (10) days after receipt of bids (June 11, 2018). On other sets of documents furnished to bidders, suppliers, subcontractors, and other parties, the deposit, which payment is less than the actual costs of reproduction, is non-refundable. The documents are also online at www.hammond.org.

Evidence that a contractor holds a valid Louisiana Contractors License (Classification IV) must be presented prior to release of bidding documents and/or submittal of Bid Proposal.

A Pre-Bid Conference is scheduled at the Site at **11:00 a.m., Tuesday, May 8, 2018**.

The City Council reserves the right to reject any or all Bid Proposals for just cause and to waive informalities in any or all Bid Proposals.

PROJECT	Estimated Construction Cost	Contract Term
Airport Hangar	\$ 550,000	150 calendar days

Pete Panepinto, Mayor

Please publish:

Tuesday - May 1, 2018
Tuesday - May 8, 2018
Tuesday - May 15, 2018
Tuesday - May 22, 2018

INFORMATION FOR BIDDERS

BIDS will be received by the City of Hammond, Louisiana, at the Council Conference Room, City Hall Annex, 312 East Charles Street, Hammond, Louisiana, until

Time: 10:00 am, Day: Friday, Date: June 1, 2018

and then at said office publicly opened and read aloud. Each bid must be submitted in a sealed envelope addressed to "City of Hammond" at Post Office Box 2788, Hammond, Louisiana 70404. Each sealed envelope containing a bid must be marked

“BID for Airport Hangar”

and the envelope should bear on the outside the name of the BIDDER, his address, his license number, and any other appropriate information. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the Owner at P. O. Box 2788, HAMMOND, LA, 70404.

All bids must be made on the required Bid Proposal form. All blank spaces for bid prices must be filled, IN INK OR TYPEWRITTEN, and the bid form must be fully completed and executed when submitted. Only one copy of the Bid Proposal form is required. The “Bid Proposal Form” shall be submitted separately from the entire specifications and contract documents booklet.

The owner may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above-scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. **NO BIDDER MAY WITHDRAW A BID WITHIN FORTY-FIVE (45) CALENDAR DAYS AFTER THE ACTUAL DATE OF THE OPENING THEREOF.** Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement in writing between the Owner and the Bidder.

Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the drawings and specifications including properly issued Addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of work to be done.

The Owner shall provide to Bidders prior to Bidding, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired, as is available.

The Contract Documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

A Bid Bond payable to the Owner must accompany each Bid for five percent (5%) of the

total amount Bid. As soon as the Bid prices have been compared and checked, the Owner will return the Bonds of all except the three lowest responsible Bidders. When the Agreement is executed the bonds of the two remaining unsuccessful bidders will be returned. The Bid Bond of the successful Bidder will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a Bid Bond.

A Performance Bond and a Payment Bond, each in the amount of one-hundred percent (100%) of the Contract Price, with a corporate surety approved by the Owner, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign Bid Bonds and Payment Bonds and Performance Bonds (or applicable Powers of Attorney), must file with each Bond a certified and effective dated copy of their power of attorney. **Said Attorney-in-fact must be domiciled in the State of Louisiana.**

The party to whom the contract is awarded will be required to execute and obtain the Performance Bond and Payment Bond within **ten (10) calendar days** from the date when the Notice of Award is delivered. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the Bidder to execute the Agreement, the Owner may at his option consider the Bidder in default, in which case the Bid Bond accompanying the Proposal shall become the property of the Owner.

The Owner within ten (10) days of receipt of acceptable Non-Collusion Affidavit, Performance and Payment Bonds, Agreement and Insurance Certificate, signed and attested by the party to whom the construction project was awarded, shall sign and have recorded all applicable documents, and shall return to the Contractor (in care of the Engineer) all executed documents.

Should the Owner not execute the Agreement within such period, the Bidder may by WRITTEN NOTICE, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner, and shall be sufficient evidence that the Contractor relinquishes all rights and responsibilities relative to his BID. In addition, the Owner shall return the BIDDER's BID BOND promptly.

The Notice to Proceed shall be issued within **ten (10) calendar days** of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and the Contractor. If the Notice to Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either Party.

The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work contemplated therein.

A conditional or qualified Bid will not be accepted.

Award will be made to the lowest responsible and responsive BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the contract throughout.

Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to his Bid.

The low Bidder shall supply the names and addresses of all materials suppliers and subcontractors when requested by the Owner (or Engineer) to do so.

A Pre-Bid Conference for prospective Bidders is scheduled at the Site at 11:00 a.m., Tuesday, May 8, 2018, [advised but not mandatory].

The primary contact for questions is Cyril Gaiennie.
His telephone number is (985) 974-8910.
His e-mail address is gaiennie_cc@hammond.org.

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: City of Hammond
Post Office Box 2788
Hammond, LA 70404

BID FOR: Airport Hangar

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: Pistorius Associates, LLC and dated: April 19, 2018

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

_____ Dollars (\$ _____)

ALTERNATES: None

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(B)5.

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

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called PRINCIPAL,
and
(Corporation, partnership, limited liability company, or individual)

(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held firmly bound unto the

MAYOR AND CITY COUNCIL OF THE CITY OF HAMMOND, LOUISIANA
P. O. BOX 2788, HAMMOND, LOUISIANA 70404

hereinafter called OWNER, in the penal sum of _____

-----DOLLARS (\$) .00

in lawful money of the United States, for the payment of which sum well and truly to be made,
we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

Signed this _____ day of _____, 2018.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL has
submitted to the CITY OF HAMMOND, LOUISIANA, a certain BID, attached hereto and
hereby made a part hereof to enter a contract in writing for the construction of

Airport Hangar
for the City of Hammond, Louisiana

NOW, THEREFORE,

- [a] If said BID shall be rejected, or
- [b] If said BID shall be accepted and the PRINCIPAL shall execute and deliver a contract in the form or "Agreement" attached hereto [properly completed in accordance with said BID], and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the SURETY for any and all claims hereunder shall, in no event exceed the penal amount of this obligation as herein stated.

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

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

_____(L.S.)
Principal

Surety

By: _____

IMPORTANT—Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Louisiana.

Airport Hangar

Name of Project

City of Hammond

Name of Grantee/Owner

Date of Bid

**ATTESTATION CLAUSE REQUIRED BY
LA. R.S. 38:2227 (PAST CRIMINAL CONVICTIONS OF BIDDERS)**

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

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)

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

**SIGNATURE OF AUTHORIZED
SIGNATORY OF BIDDER**

AFFIDAVIT PURSUANT TO LA. R.S. 38:2212.10

Confirming Registration and Participation in a Status Verification System

STATE OF _____

PARISH/COUNTY OF _____

BEFORE ME, the undersigned authority, in and for the above stated State and Parish (or County), personally came and appeared:

Print Name

who, after first being duly sworn, did depose and state:

1. That affiant is appearing on behalf of _____, a private employer seeking a bid or a contract with City of Hammond of Tangipahoa Parish, Louisiana, for the physical performance of services within the State of Louisiana.
2. That affiant is registered and participates in a status verification system to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens; and
3. That affiant 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.
4. That affiant shall require all subcontractors to submit to the affiant a sworn affidavit verifying compliance with this law.

Signature: _____

Printed Name: _____

Title: _____

Name of Entity: _____

THUS SWORN TO AND SUBSCRIBED BEFORE ME,

THIS _____ DAY OF _____, 2018.

NOTARY PUBLIC

GENERAL CONDITIONS

1. Definitions
2. Additional Instructions and Detail Drawings
3. Schedules, Reports and Records
4. Drawings and Specifications
5. Shop Drawings
6. Materials, Services and Facilities
7. Inspection and Testing
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Protection of Work, Property, Persons
12. Supervision by Contractor
13. Changes in the Work
14. Changes in Contract Price
15. Time for Completion & Liquidated Damages
16. Correction of Work
17. Subsurface Conditions
18. Suspension of Work, Termination and Delay
19. Payments to Contractor
20. Acceptance of Final Payment as Release
21. Insurance
22. Contract Security
23. Assignments
24. Indemnification
25. Separate Contracts
26. Subcontracting
27. Engineer's Authority
28. Land and Rights-of-Way
29. Guaranty
30. Arbitration
31. Taxes

1. DEFINITIONS

- 1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:
- 1.2 **ADDENDA**— Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret and/or clarify the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications, or corrections.
- 1.3 **BID**— The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.
- 1.4 **BIDDER**— Any person, firm, corporation, or limited liability company submitting a BID for the WORK.
- 1.5 **BONDS**— Bid, Performance, and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.
- 1.6 **CHANGE ORDER**— A written order to the CONTRACTOR authorizing an addition, deletion, or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME. A CHANGE ORDER becomes valid and enforceable after execution by the OWNER.
- 1.7 **CONSTRUCTION PLANS**— The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed, and which have been prepared, approved, certified, and issued by the ENGINEER/ARCHITECT.
- 1.8 **CONTRACT DOCUMENTS**— The contract, including Notice to Bidders, Information for Bidders, BID PROPOSAL, Bid Bond, Agreement, Performance Bond, Payment Bond, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER(s), Construction Plans and Drawings, SPECIFICATIONS, and ADDENDA.
- 1.9 **CONTRACT PRICE**— The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- 1.10 **CONTRACT TIME/CONTRACT TERM**— The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.
- 1.11 **CONTRACTOR**— The person, firm, corporation, or limited liability company with whom the OWNER has executed the Agreement.
- 1.12 **DRAWINGS**— Synonymous with "CONSTRUCTION PLANS".
- 1.13 **ENGINEER/ARCHITECT**— The person, firm, corporation, or limited liability company named as such in the CONTRACT DOCUMENTS.
- 1.14 **FIELD ORDER**— A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE, nor an extension of the

GENERAL CONDITIONS

CONTRACT TIME, issued by the OWNER to the CONTRACTOR during construction.

- 1.15 **NOTICE OF AWARD** – The written notice of the acceptance of the BID PROPOSAL from the OWNER to the successful BIDDER.
- 1.16 **NOTICE TO PROCEED** – Written communication issued by the OWNER to the CONTRACTOR authorizing and directing the CONTRACTOR to proceed with the WORK, and establishing the date of commencement of the WORK.
- 1.17 **OWNER** – A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the WORK is to be performed.
- 1.18 **PROJECT** – The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- 1.19 **RESIDENT PROJECT REPRESENTATIVE** – The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.
- 1.20 **SHOP DRAWINGS** – All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the work shall be fabricated or installed.
- 1.21 **SPECIAL CONDITIONS** – Modifications, additions, and clarifications to the General Conditions detailing specific requirements and conditions pertinent to the PROJECT, and superseding conflicting provisions of the General Conditions.
- 1.22 **SPECIFICATIONS** – A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards, and workmanship.
- 1.23 **SUBCONTRACTOR** – An individual, firm, corporation, or limited liability company having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the work at the site.
- 1.24 **SUBSTANTIAL COMPLETION** – That date as certified by the OWNER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the

CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it was intended.

- 1.25 **SUPPLEMENTAL GENERAL CONDITIONS** – Modifications to the General Conditions required by a Federal Agency for participation in the PROJECT and approved by the Agency in writing prior to inclusion in the CONTRACT DOCUMENTS, or such requirements that may be imposed by applicable state laws.
- 1.26 **SUPPLIER** – Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.
- 1.27 **TECHNICAL SPECIFICATIONS** – Detailed description of the nature and scope of the individual portions of WORK, including technical requirements data, WORK requirements methods, materials requirements, measurement and payment methods, and other information relative to a specific portion of the WORK.
- 1.28 **WORK** – All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.
- 1.29 **WRITTEN NOTICE** – Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posed by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

- 2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the

GENERAL CONDITIONS

OWNER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

- 2.2 The additional drawings and instructions thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

3. SCHEDULES, REPORTS AND RECORDS

- 3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the OWNER or the CONTRACT DOCUMENTS for the WORK to be performed.
- 3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part, and, as applicable:
 - 3.2.1. The dates at which special detail drawings will be required; and
 - 3.2.2. Respective dates for submission of SHOP DRAWINGS, the beginning of manufacturer, the testing and the installation of materials, supplies and equipment.
- 3.3 The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK, if requested in writing by the OWNER.

4. DRAWINGS AND SPECIFICATIONS

- 4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work Necessary to complete the PROJECT in an acceptable manner, read for use, occupancy or operation by the OWNER.
- 4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions or DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.

- 4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the OWNER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR's risk. Submittal of a BID by the CONTRACTOR shall indicate to the OWNER that the intent of the DRAWINGS or SPECIFICATIONS is clear.

5. SHOP DRAWINGS

- 5.1 The CONTRACTOR shall submit to the OWNER SHOP DRAWINGS necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The OWNER shall promptly review all SHOP DRAWINGS. The OWNER'S approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWINGS which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER. Such deviation shall be called to the attention of the OWNER concurrent with SHOP DRAWING submittal.
- 5.2 When submitted for the OWNER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S notation that he (the Contractor) has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.
- 5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the OWNER. A copy of each approved SHOP and each sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the OWNER.

6. MATERIALS, SERVICES AND FACILITIES

- 6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide

GENERAL CONDITIONS

and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

- 6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.
- 6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- 6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the OWNER.
- 6.5 Materials supplies or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

7. INSPECTION AND TESTING

- 7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing and in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.
- 7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.
- 7.3 The CONTRACTOR shall provide at his expense the testing and inspection services required by the CONTRACT DOCUMENTS.
- 7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the OWNER timely notice of readiness. The CONTRACTOR will then furnish the OWNER

the required certificates of inspection, testing or approval.

- 7.5 Inspections, tests or approvals by the OWNER or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.
- 7.6 The OWNER and his representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection, or testing thereof.
- 7.7 If any WORK is covered contrary to the specifications or written instructions of the OWNER it must, if requested by the OWNER, be uncovered for his observation and if judged deficient, replaced at the CONTRACTOR'S expense.
- 7.8 If the OWNER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the OWNER'S request, will uncover, or otherwise make available for observation, inspection or testing as the OWNER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

8. SUBSTITUTIONS

- 8.1 Whenever a material, article or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or

GENERAL CONDITIONS

catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENT by reference to brand name or catalog number, and if, in the opinion of the OWNER, such material, article, or piece of equipment is of equal substance and function to that specified, the OWNER may approve its substitution and use by the OWNER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and then CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

9. PATENTS

9.1 The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, however if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the OWNER.

10. SURVEYS, PERMITS, REGULATIONS

10.1 The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with suitable number of bench marks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed

for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.

10.2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SPECIFICATIONS. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the OWNER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY AND PERSONS

11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damages, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safe-guards for safety and protection. He will notify owners of adjacent utilities when

GENERAL CONDITIONS

prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER/ARCHITECT or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instructions or authorization from the OWNER, shall act to prevent threatened damage, injury or loss. He will give the OWNER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

12. SUPERVISION BY CONTRACTOR

12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the Site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK, including those periods during which SUBCONTRACTORS are performing their WORK.

13. CHANGES IN THE WORK

13.1 The OWNER may at all times, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the

time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

13.2 The OWNER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the OWNER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the OWNER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

13.3 A CONTRACT CHANGE ORDER shall be considered final and binding when such CHANGE ORDER has been delivered to the CONTRACTOR, and approved by the OWNER. The WORK as Modified by the CHANGE ORDER shall proceed promptly. The CONTRACTOR shall sign as accepted the CHANGE ORDER if the adjustments to CONTRACT PRICE and CONTRACT TIME are acceptable. Should either the adjustment to CONTRACT PRICE or CONTRACT TIME be unacceptable to the CONTRACTOR for any reason, then such an exception shall be made by the CONTRACTOR to the OWNER in writing. The CHANGE ORDER shall remain valid, except that the CONTRACTOR may request, based on the CONTRACTOR'S written exception, further change(s) to the CONTRACT PRICE and/or CONTRACT TIME. The CONTRACTOR'S written exception to a validly issued CHANGE ORDER shall be delivered to the OWNER within seven (7) calendar days of the CONTRACTOR'S receipt of the CHANGE ORDER.

14. CHANGES IN CONTRACT PRICE

14.1 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

GENERAL CONDITIONS

following methods in the order of precedence listed below:

- (a) Unit prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the WORK to cover the cost of general overhead and profit.

15. TIME FOR COMPLETION & LIQUIDATED DAMAGES

15.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified at the NOTICE TO PROCEED.

15.2 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 OWNER, 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.

15.3 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the SPECIAL CONDITIONS for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

15.4 The CONTRACTOR shall not be charged with liquidated damages or any excess costs when the delay in completion of the WORK is due to the following, and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER:

15.4.1 To any preference, priority, or allocation order duly issued by the OWNER.

15.4.2 To unforeseeable causes beyond the control and without the fault of negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

15.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

16. CORRECTION OF WORK

16.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the OWNER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

16.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected work within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

17. SUBSURFACE CONDITIONS

17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:

GENERAL CONDITIONS

- 17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS; or
- 17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.
- 17.2 The OWNER shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE; provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. SUPERVISION OF WORK, TERMINATION AND DELAY

- 18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.
- 18.2 If the CONTRACTOR is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or if he disregards the authority of the OWNER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he deems expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balances, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the OWNER and incorporated in a CHANGE ORDER.
- 18.3 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.
- 18.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the Contract. In such case, the CONTRACTOR shall be paid for all work executed and any expense sustained plus reasonable profit.
- 18.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the OWNER fails to act on any request for payment within thirty (30) days of its approval

GENERAL CONDITIONS

and presentation, then the CONTRACTOR, may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the OWNER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the OWNER stop the WORK until he has been paid all the amounts due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

- 18.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER.

19. PAYMENTS TO CONTRACTOR

- 19.1 At least five (5) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the OWNER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the OWNER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect his interest therein, including applicable insurance. The OWNER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of the payment and present the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within thirty (30) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS. The OWNER at any time, however, after fifty (50) percent of the WORK has been completed, if he finds that satisfactory progress is being made, may reduce retainage to five (5%) percent on the current and remaining estimates. When the WORK is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced below five (5%) percent to only that amount necessary to assure completion. On completion and acceptance of a part of the WORK on which the price is stated separately in the CONTRACT DOCUMENTS, payment may be made in full, including retained percentages, less authorized deductions.
- 19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored at the site or a site acceptable to the OWNER.
- 19.3 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK in toto.
- 19.4 The OWNER, and agents, representatives, and/or employees duly authorized by the OWNER, shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of OWNER.
- 19.5 Upon completion and acceptance of the WORK, the OWNER shall issue a certificate attached to the final payment request that the WORK has

GENERAL CONDITIONS

been accepted by him under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK. Retained amounts may include 10% of the total contract amount (or 5% if the contract amount exceeds \$500,000), plus any amounts necessary to adequately remedy defective work, plus any amounts necessary to cover taxes and dues due.

19.6 The CONTRACTOR will indemnify and save the OWNER and the OWNER's agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligation upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR, and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

19.7 If the OWNER fails to make payments thirty (30) days after approval, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and

continuing until the payment is received by the CONTRACTOR.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the Performance BOND and Payment BOND.

21. INSURANCE

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR's execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- 21.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS; or
- 21.1.2 Claims under worker's compensation, disability benefit and other similar employee benefits acts;
- 21.1.3 Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
- 21.1.4 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
- 21.1.5 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and
- 21.1.6 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

21.2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to

GENERAL CONDITIONS

commencement of WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless fifteen (15) days prior WRITTEN NOTICE has been given directly to the OWNER. Failure by the OWNER to require the production of these certificates of insurance shall not constitute a waiver or release of any duty or obligation of the CONTRACTOR to the OWNER.

- 21.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:
- 21.3.1 CONTRACTOR's General Public Liability and Property Damage Insurance including vehicle coverages issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$500,000 aggregate for any such damages sustained by two or more persons in any one accident; and a limit of liability of not less than \$500,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$200,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$200,000 aggregate for any such damage sustained by two persons in any one accident. Said insurance policy shall also name as the insured the OWNER.
- 21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and the SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

21.4 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

21.5 The CONTRACTOR shall provide insurance coverages as recommended below, unless specific coverage is otherwise required (e.g., Railroad Protective Coverage):

Type of Insurance	Limits (minimum)	
General Liability	Each occurrence	\$ 1,000,000
Comm. Genl.Liab.	Damage-rented premises	100,000
	Med. Exp.(any 1 person)	5,000
	Personal & adv. Injury	1,000,000
	General Aggregate	2,000,000
	Products	2,000,000
Automobile Liability	Comb. Single limit	1,000,000
Umbrella Liability	Each occurrence	3,000,000
	Aggregate	3,000,000
Workers Compensation	Statutory	
	Each accident	1,000,000
	Disease-ea. employee	1,000,000
	Disease policy limit	1,000,000

22. CONTRACT SECURITY

22.1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance Bond and a Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of

GENERAL CONDITIONS

all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal BONDS, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactorily to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

23. ASSIGNMENTS

23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

24. INDEMNIFICATION

24.1 The CONTRACTOR will indemnify, defend, and hold harmless the OWNER and the ENGINEER/ ARCHITECT and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the project site and/or the performance of the WORK, including but not limited to claims for bodily injury, sickness, disease or death, damages resulting therefrom, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR,

anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

24.2 In any and all claims against the OWNER or the ENGINEER/ ARCHITECT, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligation to defend and to indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefits acts.

24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER/ ARCHITECT, his agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

25. SEPARATE CONTRACTS

25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the OWNER any defects in such WORK that render it unsuitable for such proper execution and results.

25.2 The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.

25.3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in

GENERAL CONDITIONS

the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be give to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believe that the performance of such additional WORK by the OWNER or others involves him in additional expense or entitles him to an extension of the CONTRACT TIME, he may make a claim thereof as provided in Sections 14 and 15.

26. SUBCONTRACTORS

- 26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.
- 26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(S), in excess of fifty (50%) percent of the CONTRACT PRICE, without prior written approval of the OWNER.
- 26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed; by them, as he is for the acts and omissions of persons directly employed by him.
- 26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.
- 26.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

27. OWNER'S AUTHORITY

27.1 The OWNER shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed. He shall interpret the intent

of the Contract Documents in a fair and unbiased manner. The OWNER will make visits to the site and determine if the WORK is proceeding in accordance with the Contract Documents.

- 27.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.
- 27.3 The OWNER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
- 27.4 The OWNER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

28. LAND AND RIGHTS-OF-WAY

- 28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER 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.
- 28.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.
- 28.3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

29. GUARANTY

29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a

GENERAL CONDITIONS

period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that completed system is free from the defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER 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 OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance BOND shall remain in full force and effect through the guarantee period.

20, may be decided by arbitration in accordance with the Construction Industry Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

30.2 Notice of the demand for arbitration shall be filed in writing with the other party to the CONTRACT DOCUMENTS and with the American Arbitration Association, and a copy shall be filed with the OWNER. Demand for arbitration shall in no event be made on any claim, dispute or other matter in question which would be barred by the applicable statute of limitations.

30.3 The CONTRACTOR will carry on the WORK and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

31. TAXES

31.1 The CONTRACTOR shall promptly pay all sales, consumer, use and other similar taxes required by the law of the place where the WORK is performed.

30. ARBITRATION

30.1 All claims, disputes and other matters in question arising out of, or relating to, the CONTRACT DOCUMENTS or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided by Section

SPECIAL CONDITIONS

1 - INTRODUCTION

The work covered by these specifications shall include furnishing all plant, labor, supervision, materials, equipment and incidentals that may be required to complete the construction of

Airport Hangar

for the City of Hammond, Louisiana.

2 - SCOPE OF WORK

This project includes, but is not limited to, the following:

- a. Mobilization.
- b. Removing a section of old asphalt and prepare new base for hangar building
- c. Pre-Engineered building to match the bid documents
- d. Installation of Pre-Engineered Building
- e. Power to the Building
- f. Installation of Outlets and Lighting
- g. New Concrete slab and apron in front of the hangar.
- h. Pad for new building shall slope away from building at 1:4 slope.

3 - PLANS

The work shall conform to the contract drawings titled

“Construction Plans for Airport Hangar”

for the City of Hammond, dated April 19, 2018, the Specifications and Contract Documents under the same title, along with approved manufacturer/plant shop drawings, and properly issued addenda.

4 - PAYMENTS TO CONTRACTOR

All payments to the Contractor(s) as obligations to the City of Hammond shall be made from funds on hand. The Contractor shall submit partial payment requests on or before the 25th of each month, covering the work completed at the time of submission of the estimate, in order to process payment by the 15th of the next month. Estimates which do not conform to the Owner's records or in the judgment of the Owner are not consistent with actual work completed, may be held by the Owner for an additional period until the estimate has been revised by the Owner, or the Contractor has submitted a revised estimate, or the Owner has been satisfied that the estimate is properly documented. The Owner will endeavor to expedite payments in the shortest practicable time, considering the availability of City funds, accuracy of estimates, and accompanying documentation of quantities.

5 - WORK ORDER

No work shall commence until the Owner has issued a work order directing the Contractor to proceed and stating that sufficient funds have been provided for payment according to the contract documents. The date of the work order shall be the date on which the contract time shall start.

6 - COMMENCEMENT, PROSECUTION AND COMPLETION

The Contractor will be required to commence work under this contract within TEN (10) calendar days after the dated written Notice to Proceed, and he shall be required to complete all work within the number of calendar days stated in Article 7 below.

7 - TIME OF COMPLETION

The project shall be completed, including testing, written certification, and fully operational to the satisfaction of the Owner within the number of days shown below:

<i>Airport Hangar</i>	One-hundred Fifty (150) calendar days
-----------------------	---------------------------------------

of the date prescribed to commence work within the "Notice to Proceed".

Delays due to fixture and/or materials shipments shall be fully documented and that information provided to the Owner prior to permitting such delay to be considered as justifiable. A delay due to inclement weather will be determined by the judgment of the Owner. If, in the opinion of the Owner, 60% of the work force can work for a period of six working hours or greater, a delay day will not be granted.

If the Contractor fails to complete the WORK within the specified period, he will be subject to liquidated damages for each day thereafter until work is complete to the satisfaction of the Owner.

8 - LIQUIDATED DAMAGES

In case of failure on the part of the Contractor to complete all phases of the work as designated herein, and in as much as time is of the essence to the Owner, it is mutually agreed that the Owner shall suffer liquidated damages for each calendar day of delay beyond the scheduled date of completion and the damages shall be **TWO-HUNDRED DOLLARS (\$200.00) PER DAY**.

9 - PRE-CONSTRUCTION CONFERENCE

Prior to beginning construction, a pre-construction conference shall be held between the Contractor and the Owner, to reach agreements relating to responsibilities and procedures of each interested party, to insure that the project is installed according to the construction plans and specifications, and to review the conditions for submitting and receiving partial payments and final payments. This meeting will be prearranged by the Owner.

10 - PLANS AND SPECIFICATIONS

Any item or instruction shown on the Plans or Specifications will be as if it were shown on both.

11 - CONFORMITY WITH PLANS AND SPECIFICATIONS

If, due to the Contractor's negligence in performing the work, the Owner deems it necessary to make design changes, the Contractor will be liable for the additional design cost to the Owner. Amount of such design cost will be the salary cost of design personnel plus 125% and said amount will be deducted from any monies that are due, or may become due, the Contractor under this Contract.

12 - POWER OF ATTORNEY

The power of attorney of the Surety Company signing the Performance Bond shall be attached to the bond. One copy shall be attached to each of the executed copies of the Contract Documents. The empowered attorney must be domiciled in the State of Louisiana.

13 - INSURANCE REQUIREMENTS

The Contractor shall present to the Owner for his review and approval an insurance binder, certifying that coverages meet or exceed those outlined below, in favor of the City of Hammond, LA, including General Liability, Automobile Liability, Excess Liability, and Workers Compensation. Specific coverages shall be as stated in the "General Conditions".

The CONTRACTOR shall provide insurance coverages as recommended below, unless specific coverage is otherwise required:

Type of Insurance	Limits (minimum)	
General Liability	Each Occurrence	\$ 1,000,000
Commercial Gen. Liability	Damage-rented premises	100,000
	Medical Expense (any 1 person)	5,000
	Personal & adv. Injury	1,000,000
	General Aggregate	2,000,000
	Products	2,000,000
Automobile Liability	Combined Single Limit	1,000,000
Umbrella Liability	Each occurrence	3,000,000
	Aggregate	3,000,000

14 - HAZARDOUS CONDITIONS

If within twenty-four (24) hours after written notice, the Contractor has not corrected or remedied a hazardous condition or defect, the owner shall take the necessary steps to correct same. All costs shall be charged to the Contractor, and, if not paid, shall be withheld from remaining monies due him.

15 - EQUIPMENT DAMAGE TO ROADS AND PARKING LOTS

The Contractor shall provide on his equipment such devices necessary to prevent damage to surfaced roads, etc. The Contractor shall be responsible for repairing to the satisfaction of the Owner any breaks or damage to the street surface at no additional cost to the Owner.

16 - STORAGE OF MATERIALS

It shall be required that all stockpiled material be located in such a manner as not to damage the material or interfere with the work of any other Contractor(s).

17 - COOPERATION BETWEEN CONTRACTORS

Since there is a possibility of having other contractors within the project area, each contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by the other contractor.

Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience, delay or loss experienced by him because of the presence and operations of another Contractor working within the limits of the same project.

The Contractor shall arrange his work and shall place and dispose of the materials being used so as not to interfere with the operations of the other Contractor within the limits of the same project. He shall join his work with that of others in an acceptable manner and shall perform it in proper sequence to that of the other.

18 - LAYOUT OF THE WORK

The Contractor shall layout his work from existing base lines and bench mark elevations previously established by the Owner and shall be responsible for all measurements in connection therewith. Contractor is to notify Owner immediately if he finds or suspects that control points are in error. The Contractor shall, at his own expense, furnish a competent survey party and furnish all stakes,

templates, platforms, equipment and labor that may be required in setting and cutting, or laying out of any part of the work. The Contractor will be held responsible for the proper execution of the work to such lines and grades as may be established or indicated by the Owner and all stakes or other marks thus established and shall be preserved by him until their removal as authorized by the Owner.

NOTE: THE RESIDENT INSPECTOR IS NOT RESPONSIBLE FOR LAYING OUT THE WORK UNLESS SPECIFICALLY DIRECTED BY THE OWNER TO DO SO.

19 - MISCELLANEOUS WORK

There shall be no specific payment for any items to be removed, replaced, adjusted or cleaned as required or reasonably implied on the plans or in these documents or for other necessary work unless specifically included as a bid item. Payment for bid items shall be considered to include payment for all work, necessary for the completion of the project.

20 - PRIVATE AND PUBLIC PROPERTY

The Contractor shall carry on his work in a manner to protect public and private property. The Contractor shall be responsible for any and all damages to private or public property which may result from his operations. All land that has been disturbed in any manner by construction operations shall be accurately graded for drainage, cleared of all debris and extraneous materials and left in a neat and presentable condition.

21 - FILL MATERIAL

All material hauled or used in fill will be periodically checked to see that it meets specifications. All material found violating specifications will be removed and replaced at full Contractor's expense. No extra construction time will be allowed for this work.

22 - MATERIALS AND WORK

All work & materials shall meet or exceed the requirements specified herein, unless in the Engineer's judgment, a change in the specifications will pose no sacrifice in the quality of work.

23 - OBSERVATION AND SAFE PLACE

The undertaking of OBSERVATION by the OWNER shall not be construed as supervision of actual construction since the OWNER or his authorized representative will, in no case, act as superintendent or foreman, nor will they interfere with the management of the work.

It further shall not be construed to make the OWNER or his authorized representative responsible for providing a safe place or safe conditions for the performance of work under the contract by: the Contractor's employees; Sub-Contractors; employees of any supplier; or by a person for access, visits, work travel, or passage.

The continuous safety of the project site is explicitly the sole responsibility of the Contractor, and the acceptance of award this contract to a contractor shall represent the Contractor's acceptance of responsibility for project site safety.

25 - ACCIDENTS

The Contractor shall provide at the site, such equipment and medical facilities necessary to supply first-aid service to anyone who may be injured in connection with the work.

Contractor shall promptly report in writing to the Owner all accidents whatsoever arising out of, or in connection with, the performance of the work whether on or adjacent to the site, which caused death, personal injury or property damages, giving full details and statements of witnesses. In addition if

death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner.

26 - REMOVAL OF OBSTRUCTIONS

The cost of removal and replacement of existing obstructions shall be the Contractor's responsibility, unless indicated otherwise.

Such items as street signs, traffic signs, mailboxes, landscape trees/shrubs, and other obstructions to the work shall be carefully removed, stored in a safe place and manner, and re-installed (or replaced "in kind") in a location approved by the Engineer (unless reinstallation in the same original location is feasible).

27 - MEASUREMENTS

The Contractor shall verify all measurements and be responsible for the correctness of same before ordering any materials or doing any work. Should the quantity of materials ordered vary from the field-staked quantities, the contractor shall not seek, nor shall the Owner consider, any additional freight or re-stocking charges due to inaccurate quantities ordering by the Contractor. The Contractor shall also be responsible for documenting and providing to the Owner complete documentation for all quantity measurements requested for payment.

28 - INTERPRETATION OF PLANS AND SPECIFICATIONS

Any requests for interpretations as to plans and specifications shall be submitted in writing to the Owner ten (10) days prior to the receipt of bids. Qualified bidders only shall submit this request.

In the event that a portion or description of the work as specified appears ambiguous or contradictory or is otherwise unclear as to the actual specific intent of the Owner, then the Contractor is responsible for contacting the Owner for a definitive interpretation sufficiently in advance of the scheduled receipt of bids for the Owner to issue an Addendum, if one is necessary in the judgment of the Owner. Failure to request interpretation of the plans and specifications by the Contractor to the Owner, which request shall be received and acknowledged by the Owner at least five (5) working days prior to the scheduled receipt of bids, shall be interpreted as de facto acceptance of the ultimate interpretation of the Owner and no request for increase in costs, extension of contract time, or deviation from the intended specified work, will be considered by the Owner, if that request results from a misinterpretation of these specifications or the plans by the Contractor.

After the awarding of a Contract, if there have been no requests for interpretations on the part of the low bidder within the above-specified deadline, it is assumed by the Owner that the intent of the plans and specifications is clear. Should any controversy arise, the Owner shall instruct the Contractor as to the manner of procedure and this decision shall be final and binding.

29 - INSPECTIONS AND FINAL ACCEPTANCE

The Contractor shall inform the Owner in writing when the project is complete, specifically requesting inspection and Final Acceptance. The Owner shall coordinate and schedule the pre-final inspection within seven (7) working days of the date of receipt of the Contractor's written request. (This period of time is not eligible as delay time). Upon completion of the Pre-Final Inspection, if the Owner considers the overall project substantially complete, he shall compile a deficiency list and recommend acceptance. The Contractor shall completely correct the deficiency list within fourteen (14) calendar days of the date of Final Acceptance by the Owner. Request for delays in correction of the deficiency list shall be documented and submitted in writing to the Owner when they are anticipated or discovered, whichever occurs first.

Within fourteen (14) days of Final Acceptance, the Owner may conduct a Final Inspection of the project without notice to the Contractor, unless a delay in correction of the deficiency list has been submitted to and approved by the Owner. If a delay has been approved, the Owner may conduct a Final Inspection immediately after a period of time equal to fourteen days after Final Acceptance plus approved delay days. The purpose of the Final Inspection shall be to ensure that all deficiencies have been corrected to the satisfaction of the Owner, and to ensure that no newly discovered deficiencies exist uncorrected. It is incumbent on the General Contractor to ensure that all deficiencies are corrected to the satisfaction of the Owner, whether explicitly called out on the deficiency list or not.

30—ALTERNATE BIDS

There are no alternate bids included in this project.

31—COMPLETION OF BID PROPOSAL FORM

Each Bid item as briefly described on the Bid Proposal Form shall be completely filled out in ink or typewritten, with the unit price in numerals (dollars and cents), followed by the extended price as calculated by multiplying the unit price by the contract quantity, in numerals (dollars and cents).

Each individual bid item shall be assigned a unit price dollar value (greater than "\$0.00") by the BIDDER on the BID PROPOSAL FORM. A BID COMPLETED WITHOUT A DOLLAR VALUE ASSIGNED TO EACH BID ITEM SHALL BE CONSIDERED NON-RESPONSIVE AND REJECTED BY THE OWNER.

32—PAYMENT OF TAXES AND FEES

It is incumbent on the General Contractor that all taxes, licenses, and fees to be remitted promptly to the appropriate taxing authorities.

If, upon expiration of the 45 day Lien Period, all taxes have been satisfactorily collected by the City and a Clear Lien Certificate has been obtained by the Contractor and delivered to the Owner, the Ownershall request disbursal of retainage at the soonest meeting of the City Council of the City of Hammond (2nd and 4th Tuesday of each month).

The Contractor is solely liable and responsible to the City for complete and full remittance of taxes, and for the filing of the "Notice by Owner of Acceptance of Work", and for the obtaining and submission of the "Clear Lien Certificate" to the Owner, duly certified by the Tangipahoa Parish Clerk of Court. The Contractor is urged to communicate and consult with the City Tax Collector to monitor tax payments due the City to avoid delays in release of retainage. In the event that the amount of taxes due the City exceeds 5% of the final contract amount, the City reserves the right and authority to retain in excess of the normal 10% retainage until such time as all taxes have been remitted to the City. The decision of the City Tax Collector concerning taxes owed to the City shall dictate the disposition of withheld monies. That decision may be appealed to the Hammond City Council.

NOTICE OF AWARD

Construction of : **Hammond Airport Hangar**
 For the City of
 Hammond,
 Louisiana

To: _____

The Owner represented by the undersigned has considered the Proposal submitted by you for the above-described work in response to its Notice and Instructions to Bidders dated April 19, 2018.

It appears that it is to the best interest of said Owner to accept your Proposal in the amount of

_____ And you are hereby notified that your proposal has been accepted
for the Base Bid.

You are required by the Notice and Instructions to Bidders to execute the formal Agreement with the undersigned Owner and to furnish the required Performance and Payment Bonds, Certificates of Insurance, and Non-Collusion Affidavit as required by the Specifications within ten (10) days from the date of delivery of this Notice to you.

If you fail to execute said contract and to furnish said documents within ten (10) days from the date of delivery of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Proposal as abandoned and to award the work covered by your Proposal to another, or to re-advertise the work or otherwise dispose thereof as the Owner may see fit.

You are required to return an acknowledged copy of this Notice to the Owner.

Dated this __ day of _____.

ACCEPTANCE OF NOTICE

OWNER: CITY OF HAMMOND, LA.

Receipt of the above Notice of Award is hereby acknowledged this _____ day of June, 2018

BY: _____
Pete Panepinto, MAYOR

BY: _____
NAME: _____
TITLE: _____

AGREEMENT

THIS AGREEMENT, made this Day _____ Date _____, by and between the **MAYOR AND CITY COUNCIL OF THE CITY OF HAMMOND, Louisiana**, hereinafter called "**OWNER**", and _____, hereinafter called "**CONTRACTOR**".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of
Airport Hangar
for the City of Hammond, Louisiana.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within ten (10) calendar days after the date of the NOTICE TO PROCEED and will complete the same within **ONE-HUNDRED FIFTY (150) consecutive calendar days**, unless the period for completion is extended otherwise by the OWNER.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of

_____ as shown on the BID PROPOSAL for Base Bid

5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) NOTICE TO BIDDERS
 - (B) Information for BIDDERS
 - (C) Addendum No. dated.
 - (D) Addendum No. dated
 - (E) BID PROPOSAL
 - (F) BID BOND
 - (G) Agreement
 - (H) Certificate of Insurance
 - (I) Performance BOND
 - (J) Payment BOND
 - (K) General Conditions
 - (L) Special Conditions
 - (M) TECHNICAL SPECIFICATIONS
 - (N) NOTICE OF AWARD
 - (O) NOTICE TO PROCEED

(P) CHANGE ORDER(s)
(Q) CONSTRUCTION PLANS AND SPECIFICATIONS prepared by
Pistorius Associates, LLC, dated April 19, 2018.

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in quadruplicate, each of which shall be deemed an original on the date first above written.

OWNER: CITY OF HAMMOND, LOUISIANA

(SEAL)

BY: _____
NAME: Pete Panepinto
TITLE: Mayor

ATTEST:

NAME: _____
TITLE: _____

CONTRACTOR: _____

(SEAL)

BY: _____
NAME: _____
TITLE: _____
ADDRESS: _____

ATTEST:

NAME: _____
TITLE: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called PRINCIPAL, and
(Corporation, limited liability company, partnership, or individual)

(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held firmly bound unto the

MAYOR AND CITY COUNCIL OF THE CITY OF HAMMOND, LOUISIANA
P. O. BOX 2788, HAMMOND, LOUISIANA 70404

hereinafter called OWNER, in the penal sum of

_____ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, 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 hereto attached and made a part hereof for the construction of:

Airport Hangar
for the City of Hammond, Louisiana.

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 written notice to the SURETY and during the one (1) year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless to the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay to 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 the same shall in any wise 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 no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counter-parts, each one of which shall be deemed an original, this the ____ day of _____.

ATTEST:

Principal Secretary

(SEAL)

Witness as to Principal

Address

ATTEST:

Surety Secretary

(SEAL)

Witness as to Surety

Address

Principal

By: _____

Address

Surety

BY: _____

Attorney-in-fact

Address

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners shall execute BOND.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

-

(Name of Contractor)

-

(Address of Contractor)

a _____, hereinafter called PRINCIPAL, and
(Corporation, limited liability company, partnership, or individual)

(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held firmly bound unto the

MAYOR AND CITY COUNCIL OF THE CITY OF HAMMOND, LOUISIANA
P. O. BOX 2788, HAMMOND, LOUISIANA 70404

hereinafter called OWNER, in the penal sum of

_____ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, 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 hereto attached and made a part hereof for the construction of:

Airport Hangar
for the City of Hammond, Louisiana.

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 written notice to the SURETY and during the one (1) year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless to the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay to 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 the same shall in any wise 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 no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counter-parts, each one of which shall be deemed an original, this the ____ day of _____

ATTEST:

Principal Secretary

(SEAL)

Witness as to Principal

Address

ATTEST:

Surety Secretary

(SEAL)

Witness as to Surety

Address

Principal

By: _____

Address

Surety

BY: _____

Attorney-in-fact

Address

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners shall execute BOND.

NON-COLLUSION AFFIDAVIT

STATE OF LOUISIANA

[to be executed &
submitted w/Agreement]

PARISH OF TANGIPAHOA

BEFORE ME, the undersigned notary, duly commissioned and qualified in and for the Parish and State aforesaid, personally came and appeared:

hereinafter referred to as "Affiant", who, after first being duly sworn, deposed and attested as follows:

Affiant has rendered the services of **General Construction Contractor** in connection with the construction of

Airport Hangar
for the City of Hammond, Louisiana.

for which services Affiant has contracted for \$ _____
value:

Affiant employed no person, corporation, firm, association, or other organization either directly or indirectly, to secure the public contract under which he received the abovesaid payment, other than persons regularly employed by the Affiant, whose services in connection with the construction of the project were in the regular course of their duties for Affiant: and,

No part of the contract price received by the Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant, whose services in connection with the construction of the project were in the regular course of their duties for Affiant.

SIGNATURE OF AFFIANT: _____
NAME: _____
TITLE: _____

SWORN TO AND SUBSCRIBED before me this ____ day of _____, in the
City of _____.

NOTARY PUBLIC _____
Signature and Seal

NAME: _____

ADDRESS: _____

NOTICE TO PROCEED

Project: **Airport Hangar**
 for the City of Hammond, Louisiana.

Date: _____

To: _____

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

ONE-HUNDRED FIFTY (150) consecutive calendar days

thereafter. The date of completion of all work is therefore _____.

OWNER: CITY OF HAMMOND, LA

By: _____
 Pete Panepinto, Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED
is hereby acknowledged by

this the __ day of _____.

BY: _____
NAME: _____
TITLE: _____

NOTICE BY OWNER OF ACCEPTANCE OF WORK

TO WHOM IT MAY CONCERN: and especially all subcontractors, workmen, laborers, mechanics, and furnishers of materials.

Public notice is hereby given, according to law that the undersigned Owner has accepted the work done by _____ Contractor, under his contract with him of _____, and recorded in MOB _____, Page _____, of the Mortgage Records of the Parish of Tangipahoa.

All subcontractors, workmen, laborers, mechanics, and furnishers of materials must assert whatever claims they may have against the said contractor, growing out of execution of said contract, according to law, within forty-five (45) days from the registration hereof.

DATE: _____

PROJECT: Airport Hangar

OWNER: CITY OF HAMMOND, LOUISIANA

BY: _____
Pete Panepinto, MAYOR