

REQUEST FOR PROPOSALS

for

**2015 HURRICANE SEASON
POST-DISASTER ROADWAY CLEARING (THE PUSH)
Slidell File No: 950-73A**

RFP # 15-P004

**PROPOSAL DUE DATE: MAY 27, 2015
AND TIME: 10:00 AM**

**Submit Proposal to Director of Finance,
2045 Second Street, Suite 214, Slidell, LA 70458**

**City of Slidell
Engineering Department
(985) 646-4270**

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FOR THE CITY OF SLIDELL

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PROPOSAL FORM

**THE 2015 HURRICANE SEASON
POST-DISASTER ROADWAY CLEARING (THE PUSH)
CITY OF SLIDELL, LOUISIANA
SLIDELL JOB NO. 950-73A / RFP 15-P004**

DATE: _____

CONTRACTOR COMPANY NAME: _____

CONTRACTOR ADDRESS: _____

LA. CONTRACTOR LICENSE NO. _____

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____

DATE: _____

Having examined the Contract Documents with related documents, and understanding the proposed work will take place at various sites around the City, hereby proposes to perform the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated hereinafter. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Proposal is a part. This "hourly rate" Proposal shall be invoiced based on completed quantities. The Contractor further agrees that this proposal shall be good and may not be withdrawn for a period of Sixty (60) calendar days after the scheduled closing time for receiving proposals.

In the event the Owner issues the Notice of Award during this period, the Proposal accepted shall continue to remain binding until the successful Contractor delivers his executed Contract Documents to the Owner.

ATTACHMENT D: COMPANY INFORMATION FORM shall be submitted with the Proposal Form and Rate Schedule.

The Contractor acknowledges receipt of and makes a part of his proposal, the following addenda:

No. ____ Dated: _____ No. ____ Dated: _____ No. ____ Dated: _____

Affidavit and Attestation form is not required on the due date, but must be submitted prior to award of contract.

**CITY OF SLIDELL
2015 HURRICANE SEASON
POST-DISASTER ROADWAY CLEARING (THE PUSH)**

RATE SCHEDULE

ITEM	EQUIPMENT/ MANPOWER	HOURLY RATE	HOURS*	TOTAL
1	15 ton loader with debris grapple		20	
2	Extendable boom loader with debris grapple		20	
3	Rubber tire Skid Steer Loader with debris grapple		100	
4	Rubber tire Skid Steer Loader		100	
5	Tractor with box blade or rake		20	
6	3-4 C.Y. articulated loader with bucket		100	
7	Rubber Tire Excavator with debris grapple		20	
8	Knuckleboom with debris grapple		20	
9	Rubber Tire Backhoe		20	
10	Pickup truck and driver		100	
11	50 ton Rubber Tire Crane		20	
12	Street Sweeper		50	
13	Skilled Sawman and Chainsaw		200	
14	Laborer with small hand tools		200	
15	Traffic Control Flagperson		50	
16	Crew Foreman with cell phone		100	
17	Supervisor with cell phone and truck		50	
TOTAL AMOUNT OF PROPOSAL =				

*** These hours are not intended to represent the actual contract amount, but are estimates only for use in selection.**

NOTE: All types of equipment used shall be rubber tire or solid rubber, unless otherwise approved in writing by the City of Slidell representative. All equipment and operations shall be conducted in such a way that minimizes damages to roadway and other infrastructure and property.

REQUEST FOR PROPOSALS
2015 HURRICANE SEASON
POST-DISASTER DEBRIS ROADWAY CLEARING (THE PUSH)

Slidell File No: 950-73A
RFP # 15-P004

SECTION 1: INTRODUCTION

City of Slidell is requesting proposals for services following the strike of a hurricane or other declared emergency or severe weather event to the Slidell area, such that equipment and resources will be in place to clear the roads of debris. Through its City Designated Agent (CDA), the City of Slidell will provide a prioritized list of work areas to push storm-related debris from the travel lanes of its roadway network.

Initially, priority routes will be cleared of debris to begin operation of key facilities such as power corridors that overlap roads that restore power to hospitals, gas stations, sewer facilities, FEMA distribution facilities, and shelters and city offices. Debris is to be pushed only to edge of roadway to clear travel lanes. Pushing beyond edge of roadway may cause damages to infrastructure and other property. If such damage due to pushing beyond edge of roadway occurs, the Contractor may be solely responsible for damages. Debris loading and disposal are not included in this contract. City of Slidell will notify Contractor to begin work in writing. **Contractor shall not begin work without a Notice to Proceed from City.**

The selected contractor for “The Push” must have all equipment and personnel available for immediate mobilization following a disaster, this shall mean available within 12 hours of passage of storm.

“The Push” is made during the first 70 hours of a disaster declaration. City of Slidell may or may not need to do the Push depending on the level of intensity of the event. City of Slidell also has the right to mobilize enough forces to handle the magnitude of the event. Should the City do so, no Notice to Proceed shall be issued for this contract.

Assuming an event similar to Hurricane Katrina, City of Slidell may have every route blocked or hindered by hurricane debris.

Mobilization, insurance, and bonding shall be included in the per hour rates established by the proposal.

SECTION 2: MEASUREMENT AND PAYMENT

The Contractor will be paid hourly according to equipment and man-hour rates listed on the rate sheet. Manpower invoiced must match the equipment used. Equipment can only be paid for the time used. For example, if equipment is on-site and not used, no billing will be accepted for that equipment during those hours. The contractor will have to verify his hourly rates for manpower and equipment with the CDA prior to payment. **Mobilization must be included in the hourly rates of manpower and equipment usage.**

NOTE: ALL TIME UNDER THIS CONTRACT WILL BE PAID AT THE HOURLY RATES GIVEN IN THE RATE SCHEDULE. THE HOURLY RATES SHALL INCLUDE ALL ASSOCIATED COSTS FOR THE EQUIPMENT AND MANPOWER INCLUDING, BUT NOT LIMITED TO, BENEFITS, MAINTENANCE COSTS, TRAVEL COSTS, ETC. NO ADDITIONAL CHARGES WILL BE ALLOWED OUTSIDE OF THE HOURLY RATES. TIME FOR LUNCH, BREAKS, AND TRAVEL ARE NOT BILLABLE TIME.

Payment to Contractor shall be made on at least a monthly basis. Invoices from Contractor shall give details of which equipment and manpower was used each day. Invoice shall also include which streets were worked on.

SECTION 3: SUBMITTAL REQUIREMENTS

CONTRACTOR SHALL SUBMIT AN ORIGINAL AND TWO COPIES. THE FOLLOWING INFORMATION MUST BE SUBMITTED WITH THE PROPOSAL FORM AND RATE SHEET.

1. Item No. 1– Statement of Qualifications

Contractor shall provide an organizational chart specific to the personnel assigned to accomplish the work called for in this proposal. This chart shall illustrate lines of authority and designate the individual responsible and accountable for the completion of work. Subcontractors, if used, shall be clearly noted as subcontractors on this chart. **No more than two tiers of subcontractors shall be approved.**

Contractor shall provide a personnel roster that identified each person who will actually work on the contract and provide each persons title and resume. Subcontractors, if used, shall be clearly noted as subcontractors on this roster.

To demonstrate Contractor's experience in performing roadway clearing, Contractor shall list all roadway clearing projects performed in the aftermath of a category 3 storm or greater along the Gulf Coast including entity contracted with, location, dates and reference information (contact name and phone numbers).

Contractor shall provide a copy of any and all current Contractor licenses.

Contractor shall provide the following information regarding bonding and financial capacity:

- (a) Letter from bonding agency describing aggregate bonding capacity of your company.
- (b) Duns report or equivalent information supporting your company's financial position.

2. Item No. 2 – Equipment:

All equipment used shall be rubber tire equipment, flat track heavy equipment, or other type equipment that will not scar the roadway.

3. Item No. 3 - Manpower

A complete list of subcontractors shall be provided along with the estimated percentage and type of work for which each subcontractor will be responsible. The City will allow Contractor to subcontract up to 100% of field work; however, all subcontractor experience and qualifications as noted in Item No. 1 above must be submitted. **No more than two tiers of subcontractors shall be approved.** Any changes to subcontractor list or percentage of subcontractor work must be approved by City of Slidell in writing prior to work.

4. Item No. 4 – Availability and Operations Location:

Submit how many hours after a disaster equipment and manpower will be available. List the location of your base(s) of operation. This will include where your manpower and equipment will be staged to begin mobilization.

- 5. **Corporate Resolution** Authorizing person signing the proposal to do so.
- 6. An **Executed Affidavit** of non-collusion must be submitted by the selected Contractor prior to Contract Award.

SECTION 4: LICENSE AND INSURANCE

The Contractor must be duly licensed to perform the work in the State of Louisiana per statutory requirements and will obtain all applicable Louisiana insurance coverage including Louisiana Workers Compensation Coverage. The Contractor shall obtain any permits necessary to complete the work. The Contractor shall be responsible for determining what licenses and permits are necessary to perform under the contract. The Contractor shall be responsible for correcting any notices of violations issued as a result of the Contractor's or any Sub-Contractor's actions or operations during the performance of the contract. Corrections for any such violations shall be at no additional cost to the Government. The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area.

Prior to signing the contract, the Contractor agrees to furnish the City with all applicable certificates of insurance. Within 24 hours following a request from the City, Contractor shall provide copies of insurance policies including all endorsements.

SECTION 5: PAYMENT AND PERFORMANCE BONDS

A payment and performance bond in the amount of \$200,000.00 will be required to be posted with the City and kept on file for the duration of the 2015 Hurricane Season. The Contractor shall be able to cover all expenses prior to the initial payment and between subsequent payments for services.

Instead of the Performance and Payment Bonds, the Contractor may, as an alternative, furnish and at all times during the contract maintain in full force and effect, one of the following instruments, as security for the performance and payment of this Contract: a corporate surety bond, letter of credit, or corporate guaranty.

- A. If a corporate surety bond is furnished, it shall be furnished as security for the performance and payment of the covenants and conditions contained in this Contract, for each year of this Contract. The said surety bond shall be in the amount required for the Performance and Payment Bonds (\$200,000) and renewed annually for the duration of the Contract. Premiums for the said bond shall be paid by Contractor and evidence of the payment of said premiums shall be furnished, from time to time, by Contractor to the City upon its request. The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Louisiana and the attorneys-in-fact who sign the said surety bond must file with the bond a certified and effectively dated copy of their Power of Attorney.
- B. If a letter of credit is furnished, it shall be issued by a bank chartered in the United States of America. The letter of credit shall be in the amount of \$200,000.
- C. If a corporate guaranty is furnished, it must guarantee to the City that in the event Contractor fails to perform in accordance with the Contract, the guarantor shall do so.

SECTION 6: AWARD CRITERIA

Each proposal submitted shall be evaluated and ranked by an evaluation committee, per the evaluation criteria listed below:

Criteria	Weight
Price	70%
Experience/ Past Performance	10%
Experience with FEMA programs – 5%	
Degree of experience in disaster roadway clearing – 5%	
Resources	15%
Manpower – 5%	
Equipment – 5%	
Ability to respond quickly – 5%	
Credentials/ Financial status	5%

SECTION 7: PROJECT MEETINGS

- A. The City Designated Agent (CDA) may schedule and administer pre-deployment meeting, periodic progress meetings, and specially called meetings throughout the term of this contract.
- B. CDA shall:
 - 1. Prepare agenda for meetings
 - 2. Make physical arrangements for meetings
 - 3. Preside at meetings
 - 4. Record the minutes; include significant proceedings and decisions
 - 5. Reproduce and distribute copies of minutes within three (3) working days after each meeting
 - a. To participants in the meeting
 - b. To parties affected by decisions made at the meeting
- C. Representatives of Contractors, subcontractors, and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.

D. PRE-DEPLOYMENT MEETINGS

1. CDA to schedule a pre-deployment meeting no later than 2 days after date of Notice to Proceed.
2. Location: A central site, convenient for all parties, designated by the City of Slidell.
3. Attendance
 - a. City of Slidell representative
 - b. CDA
 - c. Contractor's Project Manager
 - d. Contractor's Superintendent.
 - e. Major Subcontractors.
 - f. Utilities
 - g. Others as appropriate.
4. Suggested Agenda
 - a. Distribution and discussion of:
 - i. List of major subcontractors and suppliers.
 - ii. Projected Construction Schedules.
 - b. Critical work sequencing.
 - c. Payment Application Procedures.
 - d. Major equipment deliveries and priorities.
 - e. Project Coordination.
 - i. Designation of responsible personnel.
 - f. Procedures and processing of:
 - i. Field decisions.
 - ii. Submittals.
 - iii. Change Orders.
 - iv. Applications for Payment.
 - g. Procedures for maintaining Project Files.
 - h. Use of premises:
 - i. Office, work, and storage areas.
 - ii. City of Slidell's requirements.
 - i. Temporary utilities.

E. PROGRESS MEETINGS – AFTER DEPLOYMENT

1. CDA to schedule regular periodic meetings. The progress meetings will be held every week.
2. Location of the meetings: Project field office of Contractor or CDA.
3. Attendance
 - a. CDA
 - b. Contractor's Superintendent
 - c. Subcontractor's as needed.
 - d. Others as appropriate.

F. Suggested Agenda

1. Review, approval of meeting summary of previous meeting.
2. Provide status of work completed including number and location of roads cleared.
3. Field observations, problems and conflicts.
4. Problems which impede schedule.
5. Corrective measures and procedures to regain schedule.
6. Revisions to schedule.
7. Progress, schedule, during succeeding work period.
8. Coordination of schedules.
9. Maintenance of quality standards.
10. Review proposed changes for Effect on schedule and on completion date.
11. Other business.
12. Work schedule

NOTE: Contractor shall keep sufficient Records to identify what equipment and manpower were used each day and on what streets. These records shall be submitted to City upon completion of work.

INSTRUCTIONS TO CONTRACTORS

1. DEFINED TERMS

Terms used in these Instructions to Contractors which are defined in the Standard General Conditions of the Construction Specifications have the meanings assigned to them in the General Conditions.

2. QUALIFICATIONS OF CONTRACTORS

To demonstrate his qualifications for the Project, each Contractor will submit qualifications as specified herein with the proposal.

3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

3.1 Before submitting his Proposal, each Contractor must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect performance of the Work, (c) familiarize himself with Federal, State and local laws, ordinances, rules and regulations affecting performance of the Work; and (d) carefully correlate his observations with the requirements of the Contract Documents.

3.2 The submission of a Proposal will constitute an incontrovertible representation by the Contractor that he has complied with every requirement of this Article 3.

4. INTERPRETATIONS

All questions about the meaning or intent of the Contract Documents shall be submitted to CDA in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by CDA as having received the proposal documents. **Questions received less than five days prior to the due date will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.**

5. PROPOSAL SECURITY - NOT USED

6. CONTRACT TIME - This Contract is for the 2015 Hurricane Season. Liquidated damages do not apply.

7. SUBCONTRACTORS, ETC.

7.1 NOT USED

8. PROPOSAL FORM

8.1 The Proposal Form is included in the Contract Documents; additional copies may be obtained from CDA.

8.2 Proposal Forms must be completed in ink or by computer. The Proposal price of each item on the form must be stated in numerals. In case of mathematical discrepancies the unit price shall take precedence. When the proposal price is requested in words and figures, this shall be done. In case of a discrepancy in these prices, the words shall take precedence.

8.3 The authority of the person submitting the Proposal shall meet the criteria as defined in Louisiana Revised Statute 38:2212.A.(1)(c) shown here:

:

Louisiana Revised Statute 38:2212.1.A.(c)(i) Evidence of agency, corporate, or partnership authority shall be required for submission of a bid...The authority of the signature of the person submitting the bid shall be deemed sufficient and acceptable if any of the following conditions are met:

(aa) The signature on the bid is that of any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the bid is that of any member of a partnership or partnership in commendams listed in the most current partnership records on file with the secretary of state. Or;

(bb) The signature on the bid is that of an authorized representative of the corporation, partnership, or other legal entity and the bid is accompanied by a corporate resolution, certification as to the corporate principal, or other documents indicating authority which are acceptable to the public entity.

Or;

(cc) The corporation, partnership, or other legal entity has filed in the appropriate records of the secretary of state in which the public entity is located, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts. Such document on file with the secretary of state shall remain in effect and shall be binding upon the principal until specifically rescinded and canceled from the records of the office.

8.4 Proposals by partnerships must be executed in the partnership name and signed by a partner, his title must appear under this signature and the official address of the partnership must be shown below the signature.

8.5 All names must be typed or printed below the signature.

8.6 The Proposal shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Proposal Form).

8.7 An executed affidavit, contained in the contract documents, shall be submitted prior to award.

9. SUBMISSION OF PROPOSALS

Proposals shall be submitted at the time and place indicated in the Invitation for Proposal and shall be submitted in an opaque sealed envelope, marked with the Project title, name and address of the Contractor, Contractor's license number for state in which the work is to be done, and accompanied by the Proposal Security and other required documents.

10. MODIFICATION AND WITHDRAWAL OF PROPOSALS

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

11. OPENING OF PROPOSALS

Proposals shall not be opened, but shall be evaluated by a selection committee consisting of at least two City officials.

12. PROPOSALS TO REMAIN OPEN

All Proposals shall remain open for the period of time stated in the Proposal Form after the due date, but Owner may, in his sole discretion, release any Proposal and return the Proposal Security prior to that date.

13. AWARD OF CONTRACT

13.1 Owner reserves the right to reject any and all Proposals and Waive any and all informalities, and the right to disregard all nonconforming or conditional Proposals or counter proposals.

13.2 In evaluating Proposals, Owner shall consider the qualifications of the Contractors, whether or not the Proposals comply with the prescribed requirements, and alternates and unit prices if requested in the Proposal forms. He may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. Owner reserves the right to reject the Proposal of any Contractor who does not pass any such evaluation to Owner's satisfaction.

13.3 If a contract is to be awarded, it will be awarded to the lowest responsible Contractor whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project and the Owner.

13.4 If the contract is awarded, Owner will give the apparent successful Contractor a Notice of Award within the time period specified for the Proposal to be binding in the Proposal Form.

13.5 Simultaneously with delivery of the executed counterparts the agreement to Owner, Contractor shall deliver to Owner the required Contract Security.

13.6 Proposals may be rejected if conditions described in Act No. 864 of House Bill 1490 or Act No. 945 of House Bill 1292 are discovered.

13.7 In accordance with La. R.S. 38:2227 and LA. R.S. 38:2212.10, each Contractor on this project must submit the completed Attestation Clause (Past Criminal Convictions of Contractors and Verification of Employees) form found within this proposal package. The Attestation Clause form shall be submitted to the City of Slidell within 10 days after the opening of proposals.

GENERAL CONDITIONS

NOTE: If any of these General Conditions conflict with statements elsewhere in this document, disregard the General Condition in favor of the more specific statement elsewhere in this document. Some conditions herein may not apply to this project.

ARTICLE 1--DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

ADDENDA--Addenda include additions and changes to plans or specifications issued by the City Engineer prior to the reception of proposals, and must be considered by the Contractor as a part of the original plans and specifications. Upon signing of the Contract, all Addenda will be included as a part of the contract documents.

ADVERTISEMENT--The advertisement published by the Owner giving notice of a request for bids.

AGREEMENT--The written agreement between Owner and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement.

APPLICATION FOR PAYMENT--The form furnished by CDA which is to be used by Contractor in requesting progress payments and which is to include the schedule of values required by Paragraph 14.1 and an affidavit of Contractor that progress payments theretofore received on account of the Work have been applied by Contractor to discharge in full all of Contractor's obligations reflected in prior Applications for Payment.

BID--The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER--Any person, firm or corporation submitting a Bid for the Work.

BONDS-- Performance and payment bonds and other instruments of security, furnished by Contractor and his surety in accordance with the Contract Documents.

CHANGE ORDER--A written order to Contractor signed by Owner authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

CONTRACT DOCUMENTS—This Request for Proposals (RFP) package, the Agreement, Addenda, Contractor's Bid, the Bonds, the Notice of Award, these General Conditions, and Change Orders.

CONTRACT PRICE--The total monies payable to Contractor under the Contract Documents.

CONTRACT TIME--The number of days stated in the Agreement for the completion of the work, computed as provided in Paragraph 17.2.

CONTRACTOR--The person, firm or corporation with whom Owner has executed the Agreement.

CREW: The number of persons required for the performance of work at a site as determined by the Contractor in response to task difficulty and safety considerations at the time or location of the work.

DAY--A calendar day of twenty-four hours measured from midnight to the next midnight.

EASEMENT: A liberty, privilege, or advantage without profit which the Owner of one parcel of land may have in the land of another. In this agreement, all land, other than public streets, in which the Owner has sewer system lines or installations and right of access to such lines or installations.

EASEMENT ACCESS: Areas within an easement to which access is required for performance of work.

CDA—City Designated Agent, also known as the Debris Monitors— the person, firm or corporation named as such in the City of Slidell's Debris Monitoring agreement.

DRAWINGS—NOT USED

FIELD ORDER--A written order issued by CDA which clarifies, or interprets the Contract Documents in accordance with Paragraph-9.3 or orders minor changes in the Work in accordance with Paragraph 10.2.

INITIALS

ASTM	American Society for Testing Materials
ACI	American Concrete Institute
AASHTO	American Association of State Highway and Transportation Officials
AWWA	American Water Works Association

INVITATION TO BID: The advertisement published by the Owner giving notice of a request for bids.

LINEAR FOOT: Being one foot. In these specifications used to denote unit of measurement related to the length of a sewer line.

MODIFICATION--(a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation issued by CDA in accordance with Paragraph 9.3 or (d) a written order for a minor change or alteration in the Work issued by CDA pursuant to Paragraph 10.2. A Modification may only be issued after execution of the Agreement.

NOTICE OF AWARD--The written notice by Owner to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified; Owner will execute and deliver the Agreement to him.

NOTICE TO PROCEED--A written notice given by Owner to Contractor (with a copy to CDA) fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform his obligations under the Contract documents.

OWNER: The Owner is the City of Slidell.

PAYMENT FOR WORK: Payment for the items shown in Schedule of Bid Prices shall include all incidental items necessary to complete the work.

PERFORMANCE BOND: The approved form of security furnished by the Contractor and his Surety as a guarantee of the proper performance of the work and payment for all materials or other obligations contracted by him in the prosecution thereof.

PLANS—NOT USED.

PROJECT--The entire construction to be performed as provided in the Contract Documents.

RESIDENT PROJECT REPRESENTATIVE--The authorized representative of CDA who is assigned to the Project site or any part, thereof.

SHOP DRAWINGS—NOT USED

SITE: Any location where work has been or will be done.

SITE ACCESS: An adequately clear area of a size sufficient to accommodate personnel and equipment required at the location where work is to be performed, including roadway or surface sufficiently unobstructed to permit conveyance of vehicles from the nearest paved roadway to the work location.

SPECIFICATIONS--Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work. The Specifications shall be considered to generally include, but not limited to, the contract documentation forms, the general conditions, supplemental conditions, technical specifications, and any addenda.

STORM SEWER: A sewer intended to carry only storm waters, surface runoffs, street wash waters, and drainage.

STREET ACCESS: Areas normally used for public vehicular traffic (including roads, streets, or rights-of-way extending twenty feet from either side of the traversing area) to which safe access is required for performance of work.

SUBCONTRACTOR: An individual, firm, or corporation having a direct contract with the Contractor or with any other lower-tier Subcontractor for performance of part of the work.

SUBSTANTIAL COMPLETION—NOT USED

SURETY: The corporate body, licensed to do business in the State where the work is located, which is bound with and for the Contractor, and which is primarily liable and responsible for the

payment of all obligations pertaining to and for the acceptable performance of the work required by the Contractor.

SWALE (DIP, SAG): A significant deviation in pipe grade such as to cause entrapment of solids, semisolids, and liquids, thereby impeding the accuracy and/or effectiveness of flow measurements, cleaning, and internal-inspection.

TESTING LABORATORY: NOT USED

WORK--Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by Contractor per the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

ARTICLE 2--PRE-DEPLOYMENT PROVISIONS

AWARD OF CONTRACT

- 2.0 The award of the Contract, if it be awarded, will be by the Owner to the lowest responsible Bidder whose Proposal shall have complied with all the requirements necessary to render it formal. The successful Bidder will be notified by email or letter mailed to the address shown on his Proposal that his bid has been accepted and that he has been awarded the Contract. No award will be made to any Contractor until their bond and insurance requirements are made satisfactory to the Owner.

EXECUTION OF AGREEMENT:

- 2.1 At least the number of counterparts specified in the contract form of the Agreement and such other Contract Documents as practicable will be executed and delivered by Contractor to Owner within fifteen days of the Notice of Award; and Owner will execute and deliver one counterpart to Contractor within ten days of receipt of the executed Agreement from Contractor. Owner, Contractor and CDA shall each receive an executed counterpart of the Contract Documents and additional confirmed copies as required.

One set of the Executed Contract Documents shall be filed by the Owner at the expense of the Contractor. Once the actual costs for recording the contract are known, the Slidell City Attorney will contact the Contractor to request a check be prepared and sent to the City Attorney for these costs. The City Attorney will then have the Contract recorded with the Clerk of Court or the Recorder of Mortgages in St. Tammany Parish.

DELIVERY OF BONDS:

- 2.2 When he delivers the executed Agreements to Owner, Contractor shall also deliver to Owner such Bonds as may be required in accordance with Paragraph 5.1.

COPIES OF DOCUMENTS:

- 2.3 Owner shall furnish to Contractor up to three (3) copies of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction.

CONTRACTOR'S PRE-START REPRESENTATIONS:

- 2.4 Contractor represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. Contractor also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the General Conditions of the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

COMMENCEMENT OF CONTRACT TIME: NOTICE TO PROCEED:

- 2.5 The Contract Time will commence as noted in the Notice to Proceed.

STARTING THE PROJECT:

- 2.6 Contractor shall start to perform his obligations under the Contract Documents immediately starting date noted in the Notice to Proceed.

BEFORE STARTING CONSTRUCTION:

- 2.7 NOT USED
- 2.8 NOT USED
- 2.9 Before starting the Work at the site, Contractor shall furnish Owner and CDA certificates of insurance as required by Article 5.

ARTICLE 3--CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

- 3.1 It is the intent of the Contract Documents to describe the work. The work to be done under the Contract shall be as described in this RFP, the Contract, together with all authorized alterations. The Contractor shall furnish and provide, unless definitely and expressly stated to the contrary in the Proposal, all materials, implements, machinery, equipment, tools, supplies, transportation and labor necessary to the prosecution and completion of the Work.
- 3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If Contractor finds a conflict, error or discrepancy in the Contract Documents, he shall call it to CDA's attention in writing at once and before proceeding with the Work affected thereby. In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order: Agreement, Modifications, Addenda, and Specifications, Instructions to Bidders, General Conditions. Any work that may reasonably be inferred from the RFP as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

ARTICLE 4--AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

AVAILABILITY OF LANDS:

- 4.1 Owner shall furnish, as indicated in the Contract Documents and not later than the date when needed by Contractor, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by Owner, unless otherwise specified in the Contract Documents. If Contractor believes that any delay in Owner's furnishing these lands or easements entitles him to an extension of the Contract Time, he may make a claim therefore as provided in Article 12.

PHYSICAL CONDITIONS--SURVEYS AND REPORTS

- 4.2 The City shall provide, upon request available surveys and investigation reports of subsurface and latent physical conditions at the Project site which have been relied upon in preparation of the RFP.

UNFORSEEN PHYSICAL CONDITIONS

- 4.3 Contractor shall promptly notify Owner and CDA in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents or anticipated in the design of the Project. CDA will promptly investigate those conditions and advise Owner in writing if further surveys or subsurface tests are necessary. Promptly thereafter, Owner shall obtain the necessary additional surveys and tests and furnish copies to CDA and Contractor.

REFERENCE POINTS

- 4.4 If required to perform the Work, Owner shall provide engineering surveys to establish reference points. Contractor shall be responsible for surveying and laying out the Work (unless otherwise provided), and shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of Owner. He shall report to CDA whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. Contractor shall replace and accurately relocate all reference points so lost, destroyed, or moved.

ARTICLE 5--BONDS AND INSURANCE

PERFORMANCE, PAYMENT AND OTHER BONDS

- 5.1 Contractor shall furnish performance and payment Bonds as security for the faithful performance and payment of all his obligations under the Contract Documents. These Bonds shall be in amounts as specified herein, and (except as otherwise provided) in such form and with such sureties as are licensed to conduct business in the state where the Project is located and are named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U. S. Treasury Department, or by a Louisiana domiciled insurance company with at least an A rating in the latest printing of A. M. Best's Key Rating Guide and in accordance with Louisiana R. S. 38:2219.

The Contractor's bondsman shall obligate himself to all the terms and covenants of these specifications and of contracts covering the work executed hereunder. The Owner reserves the right to order extra work or make changes by altering, adding to or deducting from the work under the conditions and in the manner herein described without notice to the Contractor's surety and without in any manner affecting the liability

of bondsman or releasing him from any of his obligations hereunder. The bond shall also secure for the Owner the faithful performance of the contract in strict accordance with plans and specifications. It shall protect the Owner against all lien laws of the State and shall provide for payment of reasonable attorney's fees for enforcement of contract and institution of concursus proceedings, if such proceedings become necessary. Likewise, it shall provide that if the CDA is put to labor or expense by enforcement of contract and institution of concursus proceedings or through delinquency or insolvency of the contract, they shall be equitably paid for such extra expense and services involved.

The surety of the Contractor shall be and does hereby declare and acknowledge himself by acceptance to be bound to the Owner as guarantor, jointly and in solido with the Contractor, for fulfillment of terms of the foregoing conditions. The Owner reserves the right to submit to the Bonding Agent of the Contractor at any time a report of the Contractor's progress on the project. The Contractor, upon written request, may receive copies of any report sent.

- 5.2 If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located is revoked, Contractor shall within five days thereafter substitute another Bond and surety, both of which shall be acceptable to Owner.

CONTRACTOR'S LIABILITY INSURANCE

- 5.3 Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom--any or all of which may arise out of or result from Contractor's operations under the Contract Documents, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall include the specific coverages and be written for not less than any limits of liability and maximum deductibles specified in the General Conditions or required by law, whichever is greater, shall include contractual liability insurance and shall include Owner and CDA as additional insured parties. Before starting the work, Contractor shall file with Owner and CDA, certificates of such insurance acceptable to Owner. These certificates shall contain a provision that should any of the policies described in the certificate be cancelled prior to the expiration date thereof, notice shall be delivered in accordance with the policy provisions. Also, the City of Slidell shall be listed as "additionally insured" on the Certificate of Insurance.

The limits of liability coverage shall not be less than the following:

Bodily injury liability of \$1,000,000 per person and \$1,000,000 per accident.
Property damage liability of \$1,000,000 per accident.
Workman's Comp in the amount of \$1,000,000

OWNER'S LIABILITY INSURANCE

- 5.4 Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract Documents.

PROPERTY INSURANCE

- 5.5 NOT USED
- 5.6 NOT USED
- 5.7 NOT USED
- 5.8 NOT USED
- 5.9 NOT USED
- 5.10 Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under Paragraphs 5.5 through 5.11, inclusive. Contractor shall require similar waivers by Subcontractors in accordance with Paragraph 6.12.
- 5.11 NOT USED

ADDITIONAL BONDS AND INSURANCE

- 5.12 NOT USED

ARTICLE 6--CONTRACTOR'S RESPONSIBILITIES

SUPERVISION AND SUPERINTENDENCE:

- 6.1 Contractor shall supervise and direct the Work efficiently and with his best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but he shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.
- 6.2 Contractor shall keep on the work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to Owner and CDA except under extraordinary circumstances. The superintendent will be contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.

LABOR, MATERIALS AND EQUIPMENT:

- 6.3 Contractor shall provide competent, suitably qualified personnel to survey and lay out the work, if necessary, and perform services as required by the Contract Documents. He shall at all times maintain good discipline and order at the site.
- 6.4 Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the work.

- 6.5 All materials and equipment shall be new, except as Otherwise provided in the Contract Documents. If required by CDA, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

If materials are brought on the work site which do not conform to the Contract Documents, the 13 shall order the same to be removed forthwith, and in case of the neglect or refusal of the Contractor or those employed by him to remove such materials, to cause the same to be removed at the expense of the Contractor and to deduct the cost of such removal and all other expenses incidental thereto from the amount which may be due or may become due the Contractor.

- 6.6 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.

SUBSTITUTE MATERIALS OR EQUIPMENT:

- 6.7 NOT USED

CONCERNING SUBCONTRACTORS:

- 6.8 Contractor shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom Owner or CDA may have reasonable objection. Use of any Subcontractor, other person or organization by Contractor shall not constitute a waiver of any right of Owner or CDA to reject defective Work or Work not in conformance with the Contract Documents. If Owner or CDA after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by Contractor after the Notice of Award, Contractor shall submit an acceptable substitute. Contractor shall not without the consent of Owner and CDA make any substitution for any Contractor, other person or organization who has been accepted by Owner and CDA unless CDA determines that there is good cause for doing so.
- 6.9 Contractor shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between Owner or CDA and any Subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of Owner or CDA to pay or to see to the payment of any monies due any Subcontractor or other person or organization, except as may otherwise be required by law. Owner or CDA may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to Contractor on account of specific Work done in accordance with the schedule of values.
- 6.10 The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

- 6.11 Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of Owner.
- 6.12 All work performed for Contractor by a Subcontractor shall be pursuant to an appropriate agreement between Contractor and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance provided in accordance with Paragraphs 5.5 through 5.11, inclusive, Contractor shall pay each Subcontractor a just share of any insurance monies received by Contractor under Paragraphs 5.5 through 5.11, inclusive.

PATENT FEES AND ROYALTIES:

- 6.13 Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or CDA its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents. Contractor shall indemnify and hold harmless Owner and CDA and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

PERMITS:

- 6.14 Contractor shall obtain and pay all construction permits and licenses and shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall also pay all public utility charges.

LAWS AND REGULATIONS:

- 6.15 Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If Contractor observes that the Specifications are at variance therewith, he shall give CDA prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to CDA, he shall bear all costs arising therefrom; however, it shall not be his primary responsibility to make certain that the RFP is in accordance with such laws, ordinances, rules and regulations.

TAXES:

- 6.16 Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place where the Work is to be performed.

USE OF PREMISES:

- 6.17 Contractor shall confine operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents.
- 6.18 Contractor shall not load nor permit any part of any structure to be loaded with weights that will endanger the structure, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

RECORD DRAWINGS:

- 6.19 NOT USED

SAFETY AND PROTECTION:

- 6.20 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- 6.20.1 All employees on the Work and other persons who may be affected thereby,
- 6.20.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and
- 6.20.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavement, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for its safety and protection. He shall notify owners of adjacent utilities when prosecution of the Work may affect them. All damages, injury or loss to any property referred to in Paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in a whole or in part, by Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by Contractor; except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or CDA 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 Contractor. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and CDA has issued a notice to Owner and Contractor in accordance with Paragraph 14.13 that Work is acceptable and complete.
- 6.21 Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to Owner.

EMERGENCIES:

- 6.22 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, Contractor without special instruction or authorization from CDA or Owner, is obligated to act, at his discretion, to prevent threatened damage, injury or loss.

SHOP DRAWINGS AND SAMPLES:

- 6.23 NOT USED
- 6.24 NOT USED
- 6.25 NOT USED
- 6.26 NOT USED
- 6.27 NOT USED
- 6.28 NOT USED

CLEANING:

- 6.29 Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work, and at the completion of the Work he shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by Owner. Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

INDEMNIFICATION:

- 6.30 Contractor agrees to save and hold harmless, protect, defend, and indemnify the City of Slidell, Louisiana, its officers, agents, employees and volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of Contractor, its agents, servants and employees, or any and all costs, expenses and/or attorney fees incurred by City of Slidell as a result of any claim, demands, and/or causes of action, except those claims, demands, and/or causes of action arising out of the negligence of the City of Slidell, Louisiana, its agents, representatives, employees and volunteers. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim, demand or suit is groundless, false or fraudulent.
- 6.31 NOT USED
- 6.32 NOT USED

ARTICLE 7--WORK BY OTHERS

- 7.1 Owner may perform additional work related to the Project by himself, or he may let other direct contracts therefore which shall contain General Conditions similar to these. Contractor shall afford the other contractors who are parties to such direct contracts (or 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.

- 7.2 If any part of Contractor's Work depends for proper execution or results upon the work of any such other contractor (or Owner), Contractor shall inspect and promptly report to CDA in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure to so report shall constitute an acceptance of the other work as fit and proper for the relationship of his work except as to defects and deficiencies which may appear in the other work after the execution of his Work.
- 7.3 Contractor shall do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. Contractor shall not endanger any work of other by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of CDA and of the other contractors whose work will be affected.
- 7.4 If the performance of additional work by other contractors or Owner is not noted in the Contract Documents prior to the execution of the contract, written notice thereof shall be given to Contractor prior to starting any such additional work.

ARTICLE 8--OWNER'S RESPONSIBILITIES

- 8.1 NOT USED
- 8.2 NOT USED
- 8.3 Owner shall furnish the data required of him under the Contract Documents promptly and shall make payments to Contractor promptly after they are due as provided in Paragraphs 14.4 and 14.13.
- 8.4 Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.1 and 4.4. Paragraph 4.2 refers to Owner's identifying and making available to Contractor copies of surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance of the work which have been relied upon by Owner in preparing the RFP.
- 8.5 Owner's responsibilities in respect of liability and property insurance are set forth in Paragraph 5.4 and 5.5.
- 8.6 In addition to his rights to request changes in the Work in accordance with Article 10, Owner (especially in certain instances as provided in Paragraph 10.4) shall be obligated to execute reasonable Change Orders.
- 8.7 Owner's responsibility in respect of certain inspections, tests and approvals is set forth in Paragraph 13.2.
- 8.8 In connection with Owner's right to stop Work or suspend Work, see Paragraphs 13.8 and 15.1. Paragraph 15.2 deals with Owner's right to terminate services of Contractor under certain circumstances.

ARTICLE 9—CDA'S STATUS DURING CONSTRUCTION

OWNER'S REPRESENTATIVE:

- 9.1 CDA will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of CDA as Owner's representative during construction are set forth in these General Conditions and shall not be extended without written consent of Owner and CDA.

VISITS TO SITE:

- 9.2 CDA will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. His efforts will be directed toward providing assurance for Owner that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defects and deficiencies in the Work of contractors.

CLARIFICATIONS AND INTERPRETATIONS

- 9.3 CDA will issue with reasonable promptness such written clarifications or interpretations of the RFP as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price, he may make a claim therefore as provided in Article 11.

REJECTING DEFECTIVE WORK:

- 9.4 CDA will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in Paragraph 13.2 or has been damaged prior to approval of final payment) as provided in Paragraph 13.7, whether or not the Work is fabricated, installed or completed.

CHANGE ORDERS AND PAYMENTS:

- 9.5 NOT USED
- 9.6 In connection with CDA's responsibility for Change Orders, see Articles 10, 11 and 12.
- 9.7 In connection with CDA's responsibilities in respect of Applications for Payment, etc., see Article 14.

RESIDENT PROJECT REPRESENTATIVES:

- 9.8 If Owner and CDA agree, CDA will furnish a Resident Project Representative and assistants to assist CDA in carrying out his responsibilities at the site. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants shall be as set forth in an exhibit to be incorporated in the Contract Documents, (see Article 19: Supplemental Conditions).

DECISIONS ON DISAGREEMENTS:

- 9.9 CDA will be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder. In his capacity as interpreter and judge he will exercise his best efforts to insure faithful performance by both Owner and Contractor. He will not show partiality to either and will not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred to CDA for decision; which he will render in writing within a reasonable time. Such decisions shall be binding on the Owner and Contractor.
- 9.10 NOT USED

LIMITATIONS ON CDA'S RESPONSIBILITIES:

- 9.11 Neither CDA's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of CDA to Contractor, any Subcontractor, any materialman, fabricator, supplier or any of their agents or employees or any other person performing any of the work.
- 9.12 CDA will not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and he will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.13 CDA will not be responsible for the acts or omissions of Contractor, or any Subcontractors, or any of his or their agents or employees, or any other persons at the site or otherwise performing any of the Work.

ARTICLE 10--CHANGES IN THE WORK

- 10.1 The Work shall be paid according to the bid items in the Bid. If services are required to complete the Work that are not covered in the Bid, the Owner may, at his/ her discretion, without invalidating the Agreement, authorize this additional Work by written Change Order. Upon receipt of a Change Order, Contractor shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents.
- 10.2 CDA may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order.
- 10.3 Additional Work performed by Contractor without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time.
- 10.4 Owner shall execute appropriate Change Orders prepared by CDA covering changes in the Work involving work not included in the bid items in the Bid.
- 10.5 It is the Contractor's responsibility to notify his Surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly.

ARTICLE 11--CHANGE OF CONTRACT PRICE

- 11.1 The Contract Price will be the sum total of lump sum price or unit prices and associated quantities in the bid, as required to perform the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be included. No other compensation is available unless expressly approved by the Owner.
- 11.2 The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to Owner and CDA within fifteen days of the occurrences to the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrences unless CDA allows an additional period of time to ascertain accurate cost data. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.
- 11.3 The value of any Work covered by a Change Order or any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
- 11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
- 11.3.2 By mutual acceptance of a lump sum.
- 11.3.3 On the basis of the Cost of the Work (determined as provided in Paragraphs 11.4 and 11.5) plus a Contractor's Fee for overhead and profit (determined as provided in Paragraph 11.6).

COST OF THE WORK:

- 11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 11.5:
- 11.4.1 Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours (8-hour days, Monday through Friday), on Sunday or legal holidays shall be included in the above to the extent authorized by Owner.
- 11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers, field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make

payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

- 11.4.3 Payments made by Contractor to the Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive quotes from Subcontractors acceptable to him and shall deliver such quotes to Owner who will then determine with the advice of CDA, which quotes will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work Plus a Fee, the Cost of the Work shall be determined in accordance with Paragraphs 11.4 and 11.5. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.
- 11.4.4 Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.
- 11.4.5 Supplemental costs including the following:
 - 11.4.5.1 The proportion of necessary transportation, traveling and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - 11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of Contractor.
 - 11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of CDA, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
 - 11.4.5.4 Sales, use or similar taxes related to the Work, and for which Contractor is liable, imposed by any governmental authority.
 - 11.4.5.5 Deposits lost for causes other than Contractor's negligence, royalty payments and fees for permits and licenses.
 - 11.4.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by Contractor in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of

them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee. If, however, any such loss or damage requires reconstruction and Contractor is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in Paragraph 11.6.2.

11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for bonds and insurance which Owner is required to pay in accordance with Paragraph 5.12.

11.5 The term Cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agent, expeditors, timekeepers, clerks, and other personnel employed by Contractor whether at the site or in his principal or a branch office for general administration of the work and not specifically included in the schedule referred to in Subparagraph 11.4.1--all of which are to be considered administrative costs covered by the Contractor's Fee.

11.5.2 Expenses of Contractor's principal and branch offices other than his office at the site.

11.5.3 Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the work and charges against Contractor for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not Contractor is required by the Contract Documents to purchase and maintain the same (except as otherwise provided in Subparagraph 11.4.5.9).

11.5.5 Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 11.4.

CONTRACTOR'S FEE:

11.6 The Contractor's Fee which shall be allowed to Contractor for his overhead and profit shall be determined as follows:

11.6.1 a mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2 a fee based on the following percentages of the various portions of the Cost of the Work:

11.6.2.1 for costs incurred Under Paragraphs 11.4.1 and 11.4.2, the Contractor's Fee shall be ten percent,

11.6.2.2 for costs incurred under Paragraph 11.4.3, the Contractor's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work

11.6.2.3 no fee shall be payable on the basis of costs itemized under Paragraphs 11.4.4, 11.4.5 and 11.5.

11.7 NOT USED

11.8 Whenever the cost of any Work is to be determined pursuant to Paragraphs 11.4 and 11.5, Contractor will submit in a form prescribed by CDA an itemized cost breakdown together with supporting data.

11.9 NOT USED

ARTICLE 12 - CHANGE OF THE CONTRACT TIME

12.1 NOT USED

12.2 NOT USED

12.3 NOT USED

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTIONS, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

WARRANTY AND GUARANTEE:

13.1 Contractor warrants and guarantees to Owner and CDA that all work will be of good quality in accordance with the requirements of the Contract Documents.

TESTS AND INSPECTIONS:

13.2 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 some public body, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish CDA the required certificates of inspection, testing or approval. All other inspections, tests and approvals required by the Contract

Documents shall be performed by organizations acceptable to Owner and Contractor and the cost thereof shall be borne by Contractor unless otherwise specified.

- 13.3 Contractor shall give CDA timely notice of readiness of the work for all inspections, tests or approvals. If any such Work required so to be inspected, tested or approved is covered without approval of CDA, it must, if requested by CDA, be uncovered for observation, and such uncovering shall be at Contractor's expense unless Contractor has given CDA timely notice of his intention to cover such Work and CDA has not acted with reasonable promptness in response to such notice.
- 13.4 Neither observations by CDA nor inspections, tests or approvals by persons other than Contractor shall relieve Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.
- 13.5 CDA and his representatives and other representatives of Owner will at reasonable times have access to the Work. Contractor shall provide proper and safe facilities for such access and observation of the Work and also for any inspection or testing thereof by others.

UNCOVERING WORK:

- 13.6 If any Work is covered contrary to the written request of CDA, it must, if requested by CDA, be uncovered for his observation and replaced at Contractor's expense.
- 13.7 If any work has been covered which CDA has not specifically requested to observe prior to its being covered, or if CDA considers it necessary or advisable that covered work be inspected or tested by others, Contractor, at CDA's request, shall uncover, expose or otherwise make available for observation, inspection or testing as CDA may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract price and/or extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefore as provided in Articles 11 and 12.

OWNER MAY STOP THE WORK:

- 13.8 If the Work is defective, or Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if Contractor fails to make prompt payments to Subcontractors or for labor, materials or equipment, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor or any other party.

CORRECTION OR REMOVAL OF DEFECTIVE WORK:

- 13.9 If required by CDA prior to approval of final payment, Contractor shall promptly, without cost to Owner and as specified by CDA, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by CDA, remove it from the site and replace it with acceptable Work. If Contractor does not correct such

defective Work or remove and replace such rejected Work within a reasonable time, all as specified in a written notice from CDA, Owner may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by Contractor, and an appropriate deductive Change Order shall be issued. Contractor shall also bear the expenses of making good all Work of others destroyed or damaged by his correction, removal or replacement of his defective Work.

ONE-YEAR CORRECTION PERIOD:

13.10 NOT USED

ACCEPTANCE OF DEFECTIVE WORK:

13.11 NOT USED

NEGLECTED WORK BY CONTRACTOR:

13.12 NOT USED

ARTICLE 14--PAYMENTS AND COMPLETION

SCHEDULES:

14.1 NOT USED

APPLICATION FOR PAYMENT:

14.2 Contractor shall submit to CDA for review an Application for Payment filled out and signed by Contractor covering the Work completed within the prescribed contract period and accompanied by such data and schedules as CDA may reasonably require.

CONTRACTOR'S WARRANTY OF TITLE:

14.3 Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

APPROVAL OF PAYMENTS:

14.4 CDA will, within ten (10) days after receipt of Application for Payment, either indicate in writing his approval of payment and present the Application to Owner, or return the Application to Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, Contractor may make the necessary corrections and re-submit the Application. Owner shall, within thirty (30) days of presentation to him of an approved Application for Payment, pay Contractor the amount approved by CDA.

14.5 CDA's approval of any payment requested in an Application for Payment will constitute a representation by him to Owner, based on CDA's on-site observations of the Work in progress as an experienced and qualified professional and on his review of the Application for Payment and the accompanying data and schedules that the work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents and that Contractor is entitled to payment of the amount approved.

- 14.6 CDA's approval of final payment will constitute an additional representation by him, to Owner that the conditions precedent to Contractor's being entitled to final payment as set forth in Paragraph 14.13 have been fulfilled.
- 14.7 CDA may refuse to approve the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to Owner. He may also refuse to approve any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously approved, to such extent-- as may be necessary in his opinion to protect Owner from loss because:
- 14.7.1 the Work is defective, or completed Work has been damaged requiring correction or replacement,
- 14.7.2 claims or Liens have been filed or there is reasonable cause to believe such may be filed,
- 14.7.3 NOT USED
- 14.7.4 Owner has been required to correct defective Work or complete the Work in accordance with Paragraph 13.9, or
- 14.7.5 of unsatisfactory prosecution of the Work, including failure to furnish acceptable submittals or to clean up.

SUBSTANTIAL COMPLETION:

14.8 NOT USED

14.9 NOT USED

PARTIAL UTILIZATION:

14.10 NOT USED

FINAL INSPECTION:

14.11 NOT USED

FINAL APPLICATION FOR PAYMENT:

- 14.12 After Contractor has completed the Work, an application for final payment may be submitted. The final Application for Payment shall be accompanied by such data and schedules as Engineer may reasonably require, together with complete and legally effective releases or waivers (satisfactory to Owner) of all Liens arising out of the Contract Documents and the labor and services performed and the material and equipment furnished thereunder. In lieu thereof and as approved by Owner, Contractor may furnish receipts or releases in full; an affidavit of Contractor that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. Contractor may furnish a Bond or other collateral satisfactory to Owner to indemnify him against any Lien.

APPROVAL OF FINAL PAYMENT:

14.13 If, on the basis of his observation and review of the Work during construction, his final inspection and his review of the final Application for Payment--all as required by the Contract Documents, CDA is satisfied that the Work has been completed and Contractor has fulfilled all of his obligations under the Contract Documents, he will, within ten (10) days after receipt of the final Application for Payment, indicate in writing his approval of payment and present the Application to Owner for payment. Thereupon CDA will give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.16. Otherwise, he will return the Application to Contractor, indicating in writing his reasons for refusing to approve final payment, in which case Contractor shall make the necessary corrections and re-submit the Application. Owner shall, within thirty (30) days of presentation to him of an approved final Application for Payment, pay Contractor the amount approved by CDA. Monies in retainage shall be requested as above after the lien period.

14.14 NOT USED

CONTRACTOR'S CONTINUING OBLIGATION:

14.15 NOT USED

WAIVER OF CLAIMS:

14.16 The making and acceptance of final payment shall constitute:

14.16.1 a waiver of all claims by Owner against Contractor other than those arising from unsettled Liens or from failure to comply with the requirements of the Contract Documents and

14.16.2 a waiver of all claims by Contractor against Owner other than those previously made in writing and still unsettled.

MAINTENANCE BONDS:

14.17 NOT USED

14.8 NOT USED

ARTICLE 15--SUSPENSION OF WORK AND TERMINATION

OWNER MAY SUSPEND WORK:

15.1 Owner may, at any time and without cause, suspend the work or any portion thereof by notice in writing to Contractor and CDA.

OWNER MAY TERMINATE:

15.2 If 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 Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to re-organize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the

authority of CDA, or if he otherwise violates any provision of the Contract Documents, then Owner may, without prejudice to any other right or remedy, terminate the services of Contractor and take possession of the Project and finish the Work by whatever method he may deem expedient.

15.3 Where Contractor's services have been so terminated by Owner, said terminations shall not affect any right of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of monies by Owner due Contractor will not release Contractor from liability.

15.4 NOT USED

15.5 NOT USED

ARTICLE 16--ARBITRATION

16.1 Arbitration shall not be an acceptable method of settlement for any claim, dispute, discrepancy, deficiency, or other matter associated directly or indirectly with the work, unless specifically agreed to in writing by all parties associated with the Work.

ARTICLE 17—MISCELLANEOUS

GIVING NOTICE:

17.1 Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

COMPUTATION OF TIME:

17.2 When any period of time is referred to in the Contract Documents by days, it shall be commuted to include the first and the last day of such period.

GENERAL:

17.3 NOT USED

17.4 The RFP and copies thereof furnished by Owner shall remain his property. They shall not be used on another Project.

17.5 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular but without limitations, the warranties, guarantees and obligations imposed upon Contractor by Paragraphs 6.30, 13.1, 13.10, and 14.3 and the rights and remedies available to Owner thereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to them which are otherwise imposed or available by law, by special guarantee or by other provisions of the Contract Documents.

17.6 Should Owner or Contractor suffer injury or damage to his person or property because of any error, omission or act of the other or of any of his employees or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.7 The Contract Documents shall be governed by the law of the place of the Project.

PROJECT SIGNS:

17.8 NOT USED

PROJECT VIDEO:

17.9 The project area shall be videoed by the Contractor before and after the Work. This shall be copied onto a CD in a widely acceptable, readable format. The tape or copy thereof shall be provided for Owner's records.

17.10 NOT USED

ARTICLE 18--TIME FOR COMPLETION AND LIQUIDATED DAMAGES

18.1 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 and time specified in the Notice To Proceed and completed within the time specified in the Contract Documents.

18.2 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.

18.3 NOT USED

18.4 NOT USED

18.4.1 NOT USED

18.4.2 NOT USED

Attachment A:

LIST OF PRIORITY STREETS

LIST OF PRIORITY STREETS TO BE CLEARED

Locations and Sequence of Roadway Clearing for Emergency Vehicles:

1. 12th Street (west of Slidell Memorial Hospital)
2. Florida Avenue (south of Slidell Memorial Hospital)
3. 14th Street (east of Slidell Memorial Hospital)
4. Start at the intersection of Gause/Robert and continue East on Gause Blvd to Northshore Hospital.
5. Start at the intersection of Gause/Robert and continue west on Gause Blvd to Carroll Rd.
6. Return to Gause/East Hall and continue west on East Hall and on West-to-West Hall to Carroll Rd.
7. Start at the intersection of Gause/Robert and continue North on Robert Blvd to John Slidell Park, with the possibility of constructing a temporary exit from John Slidell Park onto I-12.
8. Start at the intersection of Front/Gause and continue south to Pontchartrain Dr., then onto Pontchartrain Dr to Old Spanish Trail. Continue on Old Spanish Trail to I-10.
9. Start at the intersection of Front/Fremaux and continue East on Fremaux to I-10.
10. Start at the intersection of Pontchartrain Dr/Old Spanish Trail and continue on Pontchartrain Dr South to Oak Harbor Blvd.

Attachment B:

CONTRACT FORM

CONTRACT FORM
2015 HURRICANE SEASON POST-DISASTER ROADWAY CLEARING
CITY OF SLIDELL, LOUISIANA
SLIDELL JOB NO. 950-73A / RFP 15-P004

THIS AGREEMENT, made this _____ day of _____, 2015 at the City of Slidell, Parish of St. Tammany, State of Louisiana by and between the City of Slidell, Louisiana, hereinafter called "Owner" and _____ hereinafter called the "Contractor."

WITNESSETH THAT, the Owner and Contractor do mutually agree as follows:

1. In consideration of the price for the work herein specified in the bid proposal to be paid by the Owner to the Contractor at the time and in a manner hereinafter provided, the Contractor does hereby agree to complete in every detail the project described as follows:

2015 HURRICANE SEASON
POST-DISASTER ROADWAY CLEARING (THE PUSH)
CITY OF SLIDELL, LOUISIANA
SLIDELL JOB NO. 950-73A / RFP 15-P004

in compliance with the Public Notice, Proposal Form, Contract, Performance Bond, RFP including General Conditions, and such Addenda thereto as may be issued prior to execution of this Contract, all in a thorough and workmanlike manner.

2. This price shall include the cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, transportation, and other accessories and services necessary to complete this project, in accordance with the Contract Documents.
3. **The Contractor shall not commence any work under this Contract without specific authorization from the City of Slidell following a specific disaster declaration.** Upon such Notice, the Contractor shall commence work under this contract immediately from the "Notice to Proceed" issued by the Owner. The Contractor shall complete all work under the Contract within **70 hours** following a disaster event, unless otherwise specifically authorized by FEMA.
4. The Owner agrees to pay the Contractor for the performance of the Contract as provided in the Specifications, and in accordance with the rate schedule attached which was submitted as part of the bid package.
5. Owner and Contractor specifically agree and declare that Owner shall be deemed and considered the statutory employer of Contractor's employees.

6. HOLD HARMLESS, DEFEND AND INDEMNIFICATION AGREEMENT

_____ (Other Party) agrees to save and hold harmless, protect, defend, and indemnify the City of Slidell, Louisiana, its officers, agents, employees and volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of _____ (Other Party), its agents, servants and employees, or any and all costs, expenses and/or attorney fees incurred by City of Slidell as a result of any claim, demands, and/or causes of action, except those claims, demands, and/or causes of action arising out of the negligence of the City of Slidell, Louisiana, its agents, representatives, employees and volunteers. _____ (Other Party) agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim, demand or suit is groundless, false or fraudulent.

7. Contractor agrees to comply with the following Federally Funded project requirements:

FEDERAL COMPLIANCE REGULATIONS

Federal regulations apply to all City of Slidell contracts using Federal funds as a source for the solicitation of goods and services. Contractor must comply with the following Federal requirement as applicable:

ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the Grantee, Subgrantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

CLEAN AIR AND WATER ACTS

The Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1386), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by Grantees and Subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

COPELAND ANTI-KICKBACK ACT

The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair.)

COPYRIGHTS

The Grantee and Subgrantee is free to copyright original work developed in the course of or under the agreement. The Grantor reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting

from work performed under this agreement shall include an acknowledgement of Grantor financial support, by grant number, and a statement that the publication does not constitute an endorsement by Grantor or reflect Grantor's views.

ENERGY POLICY AND CONSERVATION ACT

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by Grantees and their Contractors or Subgrantees).

PATENTS

Grantee and Subgrantee assures that if any grant or subgrant produces patents, patent rights. Processes or inventions, a report shall be made to the appropriate agency from which a determination will be made as to whether protection of such invention or discovery is necessary in accordance with President's Memorandum of August 23, 1971 (36 P.R. 16889).

REMEDIES

Louisiana law provides for legal remedies and appropriate sanctions and penalties in instances where the Contractor is in violation of or breaches the contract terms.

REPORTS

The Contractor shall submit, at such times and in such form as may be prescribed, such reports as Grantor may require, including monthly or quarterly progress reports, quarterly program income reports, and final fiscal reports and annual performance reports.

RETENTION OF ALL RECORDS

The Contractor is required to retain all records for three (3) years after grantees or subgrantees make final payments and all other pending matters are closed.

TERMINATION FOR CAUSE

This Contract may be terminated for cause based upon failure of Contractor to comply with the terms and/or conditions of the Contract provided that the City shall give Contractor written notice specifying Contractor's failure. If within thirty (30) days after receipt of such notice, Contractor shall not have either corrected such failure or, in the case the failure cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the City may, at its option, place Contractor in default and the Contract shall terminate on the date specified in the notice. Contractor may exercise any rights available to in under Louisiana law to terminate for cause upon the failure of the City to comply with the term and/or conditions of this Contract provided that Contractor shall give the City written notice specifying the City's failure and a reasonable opportunity for the City to remedy the failure.

TERMINATION FOR CONVENIENCE

This Contract may be terminated at any time for the convenience of the City. If this clause is executed, the City shall pay Contractor for all work completed through the termination date, as well as any demobilization costs that are a part of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in **three (3)** original counterparts on the day and year first hereinabove written.

WITNESSES:

Contractor

Signature

Printed Name

Title

WITNESSES:

CITY OF SLIDELL

Owner

Signature

Freddy Drennan

Printed Name

Mayor

Title

Attachment C:

**PAYMENT BOND, PERFORMANCE BOND,
AFFIDAVIT, & ATTESTATION FORMS**

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1) *

_____ and (2) *

_____ hereinafter called "Principal" and (3) *

_____ a Surety Company
authorized to do and doing business in the State of Louisiana, hereinafter called
"Surety" are held and firmly bound unto the Mayor of the City of Slidell, Louisiana,
hereinafter called "Owner" in penal sums of

_____ dollars
(\$ _____) Payment Bond in lawful money of the United States, for the
payment of which sum well and truly to be made, we bind ourselves, our heirs,
executors, administrators, 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 _____,
2015, a copy of which is hereto attached and made a part hereof for the furnishing of:

POST-DISASTER ROADWAY CLEARING (THE PUSH)

CITY OF SLIDELL, LOUISIANA

SLIDELL JOB NO. 950-73A / RFP 15-P004

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,
subcontractors, and corporations furnishing materials for or performing labor in the
prosecution of the work provided for in such contract, and any authorized extension or
modification thereof, including all amounts due for materials, lubricants, oil, gasoline,
coal and coke, repairs on machinery, equipment and tools, consumed or used in
connection with the construction of such work and all insurance premiums on said work,
and for all labor, performed in such work whether by subcontractor or otherwise, 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, alterations or addition to the terms of the
contract or to the work to be performed thereunder or the specifications accompanying
the same shall in anywise 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 of 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 execute in **Three (3)** originals each one of which shall be deemed an original, this the _____ day of _____, 2015.

ATTEST: _____
(Principal Secretary)

Principal

BY: _____

Address

Witness as to Principal

Address

ATTEST:

(Surety) Secretary

(SEAL)

Surety

Witness as to Surety

BY: _____
Attorney-in-Fact

Address

Address

NOTE: DATE OF BOND MUST NOT BE PRIOR TO DATE OF THIS AGREEMENT.

- * 1. Correct name of Contractor.
- * 2. A Corporation, a partnership, or an Individual, as case may be.
- * 3. Correct name of Surety.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1) *

_____ and (2) *

_____ hereinafter called "Principal" and (3) *

_____ a Surety Company
authorized to do and doing business in the State of Louisiana, hereinafter called
"Surety" are held and firmly bound unto the Mayor of the City of Slidell, Louisiana,
hereinafter called "Owner" in penal sums of

_____ dollars
(\$ _____) Performance Bond and in lawful money of the United States, for the
payment of which sum well and truly to be made, we bind ourselves, our heirs,
executors, administrators, 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 _____,
2015, a copy of which is hereto attached and made a part hereof for the furnishing of:

POST-DISASTER ROADWAY CLEARING (THE PUSH) CITY OF SLIDELL, LOUISIANA SLIDELL JOB NO. 950-73A / RFP 15-P004

NOW, THEREFORE, if said Contractor shall well and truly in good, sufficient and
workmanship manner, and to the satisfaction of the Owner, perform and complete the
work required and shall pay all costs, charges, rentals and expenses for labor, material,
supplies and equipment and deliver the said improvement to the owner complete and
ready for occupancy or operation, and free from all liens, encumbrances or claims for
labor, material or otherwise; and shall pay all other expenses lawfully chargeable to the
Owner by reason of any default or neglect of the said Contractor in the performance of
said agreement and said work, 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, alterations or addition to the terms of the
contract or to the work to be performed thereunder or the specifications accompanying
the same shall in anywise 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 of 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 execute in **Three (3)** originals each one of which shall be deemed an original, this the _____ day of _____, 2015.

ATTEST: _____
(Principal Secretary)

Principal

BY: _____

Address

Witness as to Principal

Address

ATTEST:

(Surety) Secretary

(SEAL)

Surety

Witness as to Surety

Attorney-in-Fact

Address

Address

NOTE: DATE OF BOND MUST NOT BE PRIOR TO DATE OF THIS AGREEMENT.

- * 1. Correct name of Contractor.
- * 2. A Corporation, a partnership, or an Individual, as case may be.
- * 3. Correct name of Surety.

AFFIDAVIT

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned authority, personally came and appeared _____, who after first being sworn, deposes and says: that he is _____ (a partner of the firm of, etc.) _____ . The party making the foregoing Proposal or bid; that such bid is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived, or agreed directly or indirectly, with any bidder or person to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement, or collusion, or communication or conference with any person to fix the bid price of affiance or any other bidder, or to fix any overhead profit or cost element of said bid price or that of any other bidder, or to secure any advantage against THE CITY OF SLIDELL, State of Louisiana, (Owner), or any person interested in the proposed Contract; and that all statements contained in said proposal or bid, or the contents thereof, or divulged information or data relative hereto to any association or any member or agent thereof, are true.

SWORN TO AND SUBSCRIBED

BEFORE ME ON THIS _____

DAY OF _____, 2015

(Notary Public)

My commission expires _____.

Name of Project

Project No.

ATTESTATIONS

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

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

- A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:
- | | |
|--|------------------------------------|
| (a) Public bribery (R.S. 14:118) | (c) Extortion (R.S. 14:66) |
| (b) Corrupt influencing (R.S. 14: 120) | (d) Money laundering (R.S. 14:230) |
- B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:
- | | |
|--|--|
| (a) Theft (R.S. 14:67) | (f) Bank fraud (R.S. 14:71.1) |
| (b) Identity Theft (R.S. 14:67.16) | (g) Forgery (R.S. 14:72) |
| (c) Theft of a business record
(R.S.14:67.20) | (h) Contractors; misapplication of payments
(R.S. 14:202) |
| (d) False accounting (R.S. 14:70) | (i) Malfeasance in office (R.S. 14: 134) |
| (e) Issuing worthless checks
(R.S. 14:71) | |

LA. R.S. 38:2212.10 Verification of Employees

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

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER

Attachment D:

COMPANY INFORMATION FORM

COMPANY NAME _____

CERTIFICATIONS

Vendor certifies it is a proprietorship ____; partnership ____; corporation ____.

Does the company qualify as a Minority/Woman Owned or Disadvantaged Business Enterprise?

Yes _____ No _____

If yes indicate qualification: _____

The signature on this proposal must be that of an authorized representative of the corporation, partnership or other legal entity and is authorized to submit proposals for public contracts. Vendor certifies that he has read, understands, and will fully and faithfully comply with this request for bid, quote, or proposal, its attachments and any referenced documents. Vendor also certifies that the prices offered were independently developed without consultation with any of the other bidders or potential bidders.

Duns No. _____

Taxpayer's Federal Identification No. _____

Louisiana State Contractors License No. _____

(Required for Public Works Projects valued at \$50,000 or more)

Company's Legal Name _____

Address _____

City, State and Zip Code _____

Telephone Number _____

Company's Fax Number _____

Company's Toll Free Number _____

Authorized Signature _____

Printed Name and Title _____

Email Address _____

PAYMENT ADDRESS: (If different from above)

Name _____

Address _____

City, State and Zip Code _____

Prompt Payment Discount _____% _____ Days / Net _____