



CENTRALBIDDING
FROM CENTRAL AUCTION HOUSE

**Inner Harbor Navigation Canal Seabrook Bridge First and Second Link
Pin Repairs**
Port of New Orleans

Project documents obtained from www.CentralBidding.com
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PORT NOLA
THE PORT OF NEW ORLEANS

**Inner Harbor - Navigation Canal
Seabrook Bridge
First and Second Link Pin Repairs**

Work Order No. 1-180

**Prepared by
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**BOARD OF COMMISSIONERS
OF THE
PORT OF NEW ORLEANS**

**INNER HARBOR - NAVIGATION CANAL
SEABROOK BRIDGE
FIRST AND SECOND LINK PIN REPAIRS**

Work Order No. 1-180

**Contract Documents
Prepared by
Modjeski and Masters, Inc.
1055 St. Charles Avenue, Suite 400
New Orleans, LA 70130**

January 20, 2017

New Orleans, Louisiana

CONTRACT FOR MATERIAL AND LABOR
FOR THE CONSTRUCTION

OF

INNER HARBOR - NAVIGATION CANAL
SEABROOK BRIDGE
FIRST AND SECOND LINK PIN REPAIRS

This Agreement, (hereby after the Agreement or Contract), made and entered into in multiple counterparts, effective on the date last executed by a party hereto, by and between:

BOARD OF COMMISSIONERS OF THE
PORT OF NEW ORLEANS
(Board)

and

(NAME OF CONTRACTOR)
(Contractor)

WITNESSES:

That, for and in consideration of payments hereinafter stipulated to be made to Contractor by Board, Contractor and Surety (hereinafter appearing) hereby agree and bind themselves jointly, severally and in solido at their own cost to furnish all labor and materials, equipment, transportation and other facilities, necessary and requisite to perform, construct, complete and deliver in a substantial and workmanlike manner, to the entire satisfaction of the Board representative, hereinafter called "Engineer," all of the work called for, embraced and described in the Plans and Specifications of Board, and according to the Bid of Contractor, for the construction of

INNER HARBOR - NAVIGATION CANAL
SEABROOK BRIDGE
FIRST AND SECOND LINK PIN REPAIRS

in the manner and in strict accordance with said Plans and Specifications and Bid, as accepted by Board and in accordance with the Notice of Award as follows, to wit:

(a) The Notice of Award dated the _____ day of _____ 2017, a copy of which is annexed hereto and made part of this agreement as fully as if herein at length.

(b) The specifications dated the _____ day of _____ 2017, are hereto annexed and made a part of this agreement as fully as if written herein at length and are marked for identification "Specifications INNER HARBOR - NAVIGATION CANAL-SEABROOK BRIDGE- FIRST AND SECOND LINK PIN REPAIRS."

(c) The Plans issued with said Specifications are hereto annexed and made part of this agreement and are initialed by the parties hereto for identification.

(d) The Bid of Contractor dated the ___th day of _____ and Addendum No. dated _____ 2017, and Addendum No. _____ dated _____, 2017, is hereto annexed and made a part of this agreement.

Contractor hereby agrees to commence work under this agreement on the date or dates as set forth in the aforesaid Notice of Award, and to complete all work under this agreement on or before the dates as therein set forth, subject to the assessment of ascertained and liquidated damages as set forth in the Bid of Contractor. Contractor agrees that ascertained and liquidated damages shall automatically apply against Contractor without the necessity or formality of putting Contractor in default therefore, and Contractor, further agrees that Board shall have the right to retain from any monies due Contractor, or which may become due, an amount sufficient to pay such ascertained and liquidated damages.

That for and in consideration of the faithful performance by Contractor of all singular the obligations herein assumed by, or imposed upon, Contractor by this agreement, Board shall make payment to contractor, in the manner and at the time or times set forth in the Specifications and in accordance with Contractor's Bid, but nothing herein shall prevent Board, if it sees fit, from making payments to Contractor, without the consent of surety, in amounts or at different times than fixed herein.

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M3D-8025-01 – M3D-8025-19

INVITATION TO BID

INNER HARBOR - NAVIGATION CANAL SEABROOK BRIDGE FIRST AND SECOND LINK PIN REPAIRS

The Board of Commissioners of the Port of New Orleans (Board) will receive sealed bids in the Purchasing Department, 2nd floor, Room 240, 1350 Port of New Orleans Place, New Orleans, Louisiana 70130 on Tuesday, February 21, 2017 until 11:00 A.M., local time, for Work Order No. 1-180.

The work consists of furnishing all labor and equipment, and material not provided by the Board, for the repair and replacement of pins on the lakeside and riverside truss second link joints and repair and replacement of retainer bolts on the lakeside and riverside truss first link joints, including all temporary supports of the bridge counterweight, as per the drawings and specifications provided in this bid document. The site is located at the Seabrook Bridge, 5550 Hayne Boulevard in New Orleans, Louisiana. The estimated cost for this project is \$3,000,000 to \$5,000,000, not incorporating Daily User Costs as described in the Instructions to Bidders.

All Bids must be in accordance with the Bidding Documents on file with the Port of New Orleans.

Complete contract documents may be obtained at Contract Administration on the 2nd floor, Room 240, at the above address on a payment of a non-refundable fee of \$35.00 per set by check or money order only, payable to the Board of Commissioners of the Port of New Orleans. In accordance with La. R.S. 38:2212 (A) (1) (e), contract documents may also be accessed at our Port Plan Room, Port of New Orleans Web Site at www.portno.com/active-construction-projects. Supplemental/reference drawings may be obtained by contacting Randy Songy at 504-528-3308 or songyr@portno.com

If request for contract documents is made through U.S. mail or other delivery services, bidder must furnish a street mailing address and will be held responsible for service fees.

A pre-bid conference will be held on Wednesday, February 1, 2017 at 10:00 a.m. local time at the site. **Bidders are urged to attend.**

Federal regulations require that persons seeking entry to secure areas of United States ports must present a valid Transportation Workers Identification Credential (TWIC) card and must maintain possession of the TWIC at all times in secure port areas. The Seabrook Bridge is not considered a secure port area, and no TWIC card is necessary.

Proposal forms will be issued only to those contractors complying with state licensing laws for contractors, La. R.S. 37:2163. On any bid submitted in the amount of \$50,000 or more, the contractor must hold at the time this bid is opened a valid license issued by the Louisiana Licensing Board for Contractors. This project is classified as Highway, Street, and Bridge Construction. Objection to the required classification should be filed

in accordance with La. R.S. 37:2163 as stated by the Louisiana State Licensing Board for Contractors.

A deposit of five percent (5%) of the cost of the contract price of work to be done for the Base Bid plus all additive Alternate Bid prices, by certified check, cashier's check or bid bond is required, and the bidder to whom the contract is awarded shall also be required to furnish a performance bond in the total amount of the bid. The bid bond must be furnished in accordance with the requirements of La. R.S. 38:2218, and the performance bond in accordance with the provisions of La. R.S. 38:2219.

Work in the amount of at least 40 percent (40%) of total amount of contract as awarded shall be performed by contractor at the construction site or within his own shop, plant, or yard with his own employees.

The Board as an equal opportunity public entity invites and encourages minority-owned and disadvantaged business companies to submit bids on its projects.

Hard copies of the contract documents are available for purchase. Electronic copies of the contract documents are available to prospective bidders via our Port Plan Room on the Port of New Orleans' web site at www.portno.com. Contract documents may also be available via e-mail to prospective bidders.

For general information or for questions related to bidding, please contact:

Ms. Antonia Taylor, Port Manager
Port of New Orleans
Phone: (504) 528-3244
E-mail: taylora@portno.com

Technical questions should be addressed to the following:

Mr. Randy Songy
Port of New Orleans
Phone: (504) 528-3308
Email: songyr@portno.com

These individuals are not authorized to and shall not render legal opinions or advice. No information will be given regarding the proper evidence of corporate authority as required in this bid. Each bidder is advised to consult his own counsel for such information.

Please be advised that these individuals are not the legal representatives of the Board.

INSTRUCTIONS TO BIDDERS

GENERAL. The Board of Commissioners of the Port of New Orleans (Board) accepts bids via one of two methods – either electronically or via hard copy in compliance with La. R.S. 38:2212 *et seq.* When an electronic bid is submitted, the contractor shall follow policies and procedures of the service authorized to transmit electronic bids on the Board's behalf. When a hard copy bid is submitted, the following policies and procedures apply unless otherwise explicitly stated:

MANNER OF BID. The process for bidding and the award of this project will take into account not only the contract amount bid but also the bidder's stated contract time in which the project will be completed to the state of the Seabrook Bridge being returned to operational status. This method will only be used to determine the successful bidder. It will not be used to determine the award amount nor final payment to the Contractor.

SUPPLEMENTAL DEFINITIONS. For the purposes of this bid, the following definitions apply:

- Base Bid – The amount of the lump sum so bid, on the LOUISIANA UNIFORM PUBLIC WORK BID FORM provided herein, by the Bidder.
- Time to Operation – The number of calendar days stated in the successful bidder's proposal to return the Seabrook Bridge to operational status as adjusted by authorized extensions.
- Daily User Cost – The amount which represents the average daily cost of interference and inconvenience to the users of the Seabrook Bridge. The Board has assigned a Daily User Cost of **\$5,000** per calendar day for this project.
- Operational Status – The state of the Seabrook Bridge where it is safely in full operation: able to close for rail traffic on two tracks and able to raise to full open for marine traffic in the Inner Harbor - Navigation Canal.

BID FORM. The bid shall be submitted only on the LOUISIANA UNIFORM PUBLIC WORK BID FORM provided, and if required with the accompanying UNIT PRICE FORM, if unit prices are incorporated in the base bid, fully filled in, with no blanks, deletions, alterations, or qualifications, and shall be signed by a duly authorized officer of legal entity submitting the bid.

Bidders' attention is directed to La. R.S. 37:2163 and 37:2150.1, which provide that on any bid submitted in the amount of fifty thousand dollars (\$50,000) or more the Bidder shall certify in his bid that he is a licensed Contractor under the provisions of La. R.S. 37:2163, and that he shall show his license number on the envelope. For this project the Louisiana contractor must hold at the time this bid is opened a valid, active license issued by the Louisiana Licensing Board for Contractors for Heavy Construction; Highway, Street and Bridge Construction; and Mechanical Work.

In addition to all other bidding requirements of the project specifications, the bidder shall state his required completion time to restore the Seabrook Bridge to operational status in the space provided on the "TIME TO OPERATION" line of the amended LOUISIANA PUBLIC WORK BID FORM provided herein. The proposed completion time shall be a factor used in considering bids for award. The stated number of calendar days required for Time to Operation, plus ninety (90) days, will be the contract time for this project should the bidder be successful. The total number of days

stated by the bidder for Time to Operation shall not exceed the maximum allowable time stated on the "TIME TO OPERATION" line of the amended LOUISIANA PUBLIC WORK BID FORM provided herein. **Bids not including a Time to Operation, or showing a Time to Operation in excess of the maximum amount will be considered non-responsive and will be rejected.**

SUBMITTAL OF BID. For bids submitted as hard copy, the bid, sealed in an envelope, shall be delivered to the office of the Board's Purchasing Department, 2nd floor, Room 240, 1350 Port of New Orleans Place, New Orleans, Louisiana, or mailed to address P.O. Box 60046, New Orleans, LA 70160. The submittal must be made prior to the time stipulated in the project advertisement for receipt of sealed bids.

For bids submitted electronically, bid related materials may be found online and electronic bids may be submitted online at www.CENTRALBIDDING.com. The Board shall not be responsible if a bidder cannot complete and submit an electronic bid because of failure or incomplete delivery of the files submitted via the internet. Bidders shall be responsible for receiving confirmation that the bid was successfully delivered prior to the deadline stated in the Bidding Documents.

Bidders' attention is also directed to La. R.S. 38:2212(A) *et seq.*, which provides that all bids for either labor and materials or for materials alone, which are required by law to be duly advertised, shall be hand-delivered to the awarding authority with a written receipt given to the deliverer, sent by registered or certified mail with a return receipt requested, or submitted electronically to the website indicated above.

DEPOSIT WITH BID. Each bid shall be accompanied by the deposit of a certified check, a cashier's check, or a bid bond of a corporate surety authorized to do business in the State of Louisiana, in the amount of 5% of the cost of the contract price of work to be done for the Base Bid plus all additive Alternate Bid prices, payable to the Board of Commissioners of the Port of New Orleans as a guarantee that the bidder will, if awarded the contract, enter into the notarial contract described below. If a bid bond is furnished, it must be accompanied by a power of attorney of the surety company indicating that the individual who signed the bond had the corporate authority to do so. Requirements governing current rating of the surety company furnishing the bid bond shall be in accordance with the requirements of La. R.S. 38:2218. Deposits or bid bonds will be returned to the unsuccessful bidders soon after the award of the contract, and to the successful bidder when it has executed the contract and has furnished the required performance and payment bond. If the successful bidder fails to furnish the performance and payment bond as required, its deposit shall be forfeited to the Board as stipulated damages, and/or a claim shall be made against the surety on the bid bond.

WITHDRAWAL OR REVISION OF BID. A bidder may withdraw or revise a proposal after it has been deposited with the Board, provided the request for such withdrawal or revision is received by the Board prior to the time for opening of bids. Revised bids must be submitted to Board prior to time set for public opening of bids.

Bids with patently obvious, unintentional, and/or substantial mechanical, clerical, or mathematical errors, or errors of unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the bid, may be withdrawn by a bidder if clear and convincing **sworn, written evidence** of such errors is furnished to the Board **within forty-eight hours** of the bid opening excluding Work Order. No. 1-180

Saturdays, Sundays, and legal holidays. Such errors must be clearly shown by objective evidence drawn from inspection of the original work papers, documents, or materials used in the preparation of the bid sought to be withdrawn. Otherwise, the bidder shall forfeit the bid bond or bid deposit.

A bidder who attempts to withdraw a bid under the provisions stated above shall not be allowed to resubmit a bid on the project. If the bid withdrawn is the lowest bid, the next lowest bid may be accepted.

EXAMINATION OF CONTRACT DOCUMENTS AND SITE OF WORK. The Board prepares and makes available to prospective bidders a complete set of contract documents which will enable any competent Contractor to properly execute all work required on the project.

PRE-BID CONFERENCE. A pre-bid conference will be held on Wednesday, February 1, 2017 at 10:00 A.M. local time at the site. **Bidders are urged to attend.**

Federal regulations require that persons seeking entry to secure areas of United States ports must present a valid Transportation Workers Identification Credential (TWIC) card and must maintain possession of the TWIC at all times in secure port areas.

Persons seeking entry to the below listed facilities of the Port of New Orleans (Board) must possess a TWIC in order to attend pre-bid meetings on port property. Restricted areas include port property between Felicity Street and Henry Clay Avenue, the Alabo Street Wharf, the Jourdan Road Wharf, the Julia Street and Erato Street Cruise Terminals, and during cargo activities at Poland Avenue Wharf and Governor Nicholls Street Wharf. Prospective bidders must provide their own Harbor Police Department (HPD) approved TWIC escorts for those in their party who do not have a TWIC. Note that only contractors with open Board contracts are eligible to be on the approved escort list. **The port will not provide nor arrange for escorts.** See Section 1000 – General Requirements.

Prior to submitting a proposal, bidders are expected to examine carefully these contract documents in their entirety, including order of work, phasing, and potential impact to operations of the Board and others at the site, and conditions existing and/or likely to exist during the time of the work, and their possible effect on receipt and storage of materials, difficulties in performing the work, and rate of progress.

LICENSED CONTRACTORS. In all cases coming under La. R.S. 37:2163, bids will be considered only if they meet the requirements thereof, and the loan of the contract documents or any part thereof to persons, firms, or corporations other than those so qualified under the law is for such general information as is needed by the said parties in whatever relationship they may have with this project.

INFORMALITIES. The Total Base Bid must be submitted on the LOUISIANA UNIFORM PUBLIC WORK BID FORM furnished, completely filled in, and signed by a duly authorized officer of the legal entity submitting bid. The LOUISIANA UNIFORM PUBLIC WORK BID FORM and the accompanying UNIT PRICE FORM if used must be completely filled in without any removal, modification, or deletion. Failure to comply with these requirements or the introduction of other informalities, such as alteration of specified time schedule or completion dates, may be considered cause for rejection of

bid. Failure to sign the bid as hereinabove provided or failure to submit required bid security, including power of attorney, with bid bond, will also constitute cause for rejection of bid.

The apparent low bidder is required to furnish to the Board any other information or documentation as set out in these specifications, including the Attestation Affidavit and E-Verification Form, requisite insurance certificates, and the payment and performance bond within ten (10) calendar days after the bid opening. The apparent low bidder may submit such information at any time prior to the expiration of the ten day period as long as it is received in the Board's offices, the Port of New Orleans Administration Building, 1350 Port of New Orleans Place, New Orleans, La 70130, Room 240 - Purchasing Department, during normal business hours. If the Board does not receive the information as required by these specifications, the apparent low bidder shall be declared non-responsive and the Board may award to the next lowest bidder, who shall then have ten days in which to furnish the required information.

AFFIDAVIT OF NON COLLUSION, ATTESTATION CLAUSE AND AFFIDAVIT OF USE OF STATUS VERIFICATION SYSTEM. Pursuant to the provisions of La. R.S. 38:2224, the successful bidder is required to execute an affidavit attesting that the public contract was not and will not be secured through employment or payment of any solicitor. In addition, the apparent low bidder shall be required to attest by written affidavit that he, she, or it has not been convicted or has not entered a plea of guilty or *nolo contendere* to any of the state crimes or equivalent federal crimes listed in La. R.S. 38:3227. If applicable, the apparent low bidder shall attest by written affidavit that no partner, officer, director, or similar official, who owns at least 10% ownership in the corporation submitting the bid has been convicted or has entered a plea of guilty or *nolo contendere* to any of the state crimes or equivalent federal crimes listed in La. R.S. 38:3227.

BIDDERS MUST THEREFORE BE PREPARED TO PROVIDE TO THE BOARD'S CONTRACT ADMINISTRATOR WITHIN TEN DAYS AFTER THE BID OPENING CERTAIN DOCUMENTS, INCLUDING FOR EVERY CONTRACT THE AFFIDAVIT OF NON-COLLUSION (THE ETHICS AFFIDAVIT), THE ATTESTATION CLAUSE (REGARDING PAST CRIMINAL CONVICTIONS OF BIDDERS) AND WRITTEN PROOF OF THE ABILITY TO OBTAIN ALL REQUIRED INSURANCE AND THE PAYMENT AND PERFORMANCE BOND AS SET OUT IN THE SPECIFICATIONS. ANY OTHER DOCUMENTS REQUIRED FOR A SPECIFIC TYPE OF CONTRACT MUST BE PROVIDED WITHIN THIS 10-DAY TIME FRAME. FAILURE TO COMPLY WITH THIS DEADLINE WILL CAUSE THE BID TO BE DEEMED NON-RESPONSIVE.

ADDITIONAL INFORMATION. The bidder's attention is directed to the information and requirements set forth in SPECIAL CONDITIONS - ARTICLE 4 of the specifications wherein a general description of the work, the project site, conditions under which work is to be performed, and which are expected to exist during the contract period are set forth. If, after studying the plans and specifications and visiting the site, more detailed information is needed it may be obtained by inquiry from the Board's Engineering Dept., 1350 Port of New Orleans Place, New Orleans, LA., or P.O. Box 60046, New Orleans, LA 70160, phone (504) 528-3300.

Please be advised that with reference to ARTICLE 17 of the General Conditions, in those instances when it is deemed necessary to provide uniformed, armed, fully Work Order. No. 1-180 V-d

commissioned police officers to provide security or traffic control at the work site in the port area, the members of this Board's Harbor Police Department have full police powers applicable in the parishes of Orleans, Jefferson and St. Bernard, pursuant to commissions issued by this Board (La. R.S. 34:26), and are legally permitted, when not on Board duty, to take outside assignments.

JOINT VENTURE CONTRACTS. In the event that a joint venture bid is submitted and accepted, the contract shall be executed by authorized representatives of all parties of the joint venture. One of the parties of the joint venture shall be designated and authorized to represent all parties in said joint venture in the coordination and scheduling of the work, and receipt of notices for work to be performed, together with all other correspondence. However, it shall be specifically understood that such representation will in no manner relieve the other parties to the joint venture of the responsibilities under all of the terms and conditions of the contract. The bid shall be signed by all parties of the joint venture, together with "Title in Firm" of each. All payments and billings under the contract will be in the name of the joint venture.

Under La. R.S. 37:2163 and 37:2150.1(4)(a) (laws for the licensing of contractors), all parties undertaking or attempting to submit a bid shall have an active license issued by the Louisiana State Licensing Board for Contractors whenever the contract bid price is fifty thousand dollars (\$50,000) or more.

PRICES BID. The Board utilizes the State of Louisiana's LOUISIANA UNIFORM PUBLIC WORK BID FORM as required by law. On this form, as provided, the amount shown as the TOTAL BASE BID is the lump sum amount for any and all work required by the Bidding Documents (including any and all unit prices designated to be part of the TOTAL BASE BID in the Bidding Documents). The UNIT PRICE FORM, accompanying the LOUISIANA UNIFORM PUBLIC WORK BID FORM, shall be used for any and all work required by the Bidding Documents and described in the "Measurement and Payment" sections as an estimated quantity to be field measured to determine actual quantities used. The Contractor's payment will be based upon these quantities verified by the Board at the unit prices stated in the UNIT PRICE FORM. Refer to SPECIAL CONDITIONS - ARTICLE 7 for a description of those items.

DO NOT ADD THE UNIT PRICES SHOWN ON THE UNIT PRICE FORM, SINCE THE TOTAL BASE BID SHOWN ON THE LOUISIANA UNIFORM PUBLIC WORK BID FORM WILL ALREADY INCLUDE THESE AMOUNTS.

Payment to the successful Bidder for work listed on the UNIT PRICE FORM will be made only for the actual quantities of work performed and accepted by Board in accordance with the contract. The estimated quantity may be increased, decreased or deleted after award of contract in accordance with the provisions of the contract documents.

Prices bid shall be complete, so as to cover every cost expense, tax or charge incurred by the contractor in performance of the contract, including but not limited to any and all sales and use taxes payable by contractor and which might otherwise be charged against the Board.

Contractor's bid price shall include provisions for contractor retaining possession of all materials and equipment not specified to be salvaged for the Board and such Work Order. No. 1-180 V-e

materials and equipment shall become the property of contractor for his use, salvage, disposal or sale. All removals and disposals of regulated materials and/or materials containing regulated substances must be in accordance with all local, state and federal environmental and worker safety (OSHA) regulations.

CONSIDERATION OF BIDS. After bids are opened and read, they will be compared based on the Total Bid Amount as determined by the following formula. In case of equal total bid amounts between qualified bidders, award will be made to the bidder proposing the lowest Time to Operation.

Total Bid Amount = A + B

Where:

A = the Base Bid as defined herein.

B = the product of the number of calendar days of Time to Operation stated by the bidder and the Daily User Cost contained herein

AWARD OF CONTRACT. The Board will award the contract to the lowest responsive bidder who has bid the lowest calculated Total Bid Amount as shown above, in accordance with the Bidding Documents as advertised, including any and all addenda. The right is reserved to award the contract as hereinabove provided or to reject all bids for just cause as provided by law and advertise for new proposals. Whenever one or more alternate bids are shown on the LOUISIANA UNIFORM PUBLIC WORK BID FORM, alternates, if accepted, shall be accepted in the order in which they are listed on the UNIFORM PUBLIC WORK BID FORM. Determination of the low bidder shall be made on the basis of the sum of the Total Bid Amount and the additive or deductive alternate or alternates accepted by the Board. The Board reserves the right to accept alternates in any order, provided that in doing so, it does not affect the determination of the low bidder.

Any award of contract will be made to the lowest qualified bidder whose bid complies with all requirements prescribed within 45 calendar days after opening proposals. However, when the contract is to be financed by bonds which are required to be sold after receipt of bids, or when the contract is to be financed in whole or in part by federal, state or other funds not available at the time bids are received, the time will not start until receipt of federal or state concurrence or concurrence of the other funding source. Award will be within 45 calendar days after the sale of bonds or receipt of concurrence in award from the federal or state agency or other funding source. The successful bidder will be notified by letter mailed to the address shown on the Bid Form that the bidder is awarded the contract.

The award of contract for projects financed either partially or entirely with State bonds will be contingent on approval by the State Bond Commission.

On projects involving federal or state funds, the award of contract will also be contingent upon concurrence by the appropriate federal or state agency.

The Board reserves the right to cancel the award of contract at any time before execution of said contract by all parties without any liability.

PREFERENCE IN LETTING CONTRACTS. Louisiana resident contractors shall be granted preference over contractors domiciled in another state in accordance with Work Order. No. 1-180

the provisions and requirements of La. R.S. 38:2225.

DISADVANTAGED BUSINESS ENTERPRISES (DBE) and SMALL BUSINESS ENTERPRISES (SBE). The Board adheres to the bid laws and procurement regulations of the State of Louisiana. The Board strongly encourages maximum participation in all bids by qualified DBE's and SBE's. (See ARTICLE 46 of the GENERAL CONDITIONS.)

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: Board of Commissioners Port of New Orleans
1350 Port of New Orleans Place
New Orleans, LA 70130

BID FOR: Inner Harbor - Navigation Canal
Seabrook Bridge
First and Second Link Pin Repairs
Work Order 1-180

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Modjeski and Masters, Inc. and dated January 20, 2017.

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

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

TIME TO OPERATION: For all work required by the Bidding Documents to restore the bridge to Operating Condition (Maximum **90** days):
_____ Calendar Days (_____)

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

Alternate No. 1 (Add) (Deduct) the lump sum of:

_____ NOT USED _____ Dollars (\$ _____)

Alternate No. 2 (Add) (Deduct) the lump sum of:

_____ NOT USED _____ Dollars (\$ _____)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

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

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

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

Note to Engineers: Maximum of 3 alternates. Alternates shall be accepted in the order in which they are listed above. Low bidder is the sum of the Total Base Bid and any alternates accepted. Do not list alternates if not used. Describe each alternate and use Add or Deduct.

BID BOND

**BID FOR: Inner Harbor - Navigation Canal
Seabrook Bridge
First and Second Link Pin Repairs**

Work Order 1-180

Date: _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____, as Principal, and _____, as Surety, are held and firmly bound unto the _____ (Obligee), in the full and just sum of five (5%) percent of the cost of the contract price of work to be done for the Base Bid plus all additive Alternate Bid prices, lawful money of the United States, for payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

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

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

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

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

PRINCIPAL (BIDDER)

SURETY

BY: _____
AUTHORIZED OFFICER-OWNER-PARTNER

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

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

Sworn statements shall be submitted in the form of an affidavit as indicated below, executed and sworn to by the bidder before persons authorized by laws of the State to administer oaths. The original of such sworn statement shall be submitted by the successful bidder before the Award of Contract. The award of Contract shall be within () calendar days of the bid opening.

State Project Number: _____ (if applicable)

Name of Project: Inner Harbor - Navigation Canal
Seabrook Bridge
First and Second Link Pin Repairs

Parish: Orleans

(an individual)
(a partnership)
(a corporation)

certify that:

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

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

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

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

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

Name of Bidder

Name of Authorized Signatory of Bidder

Date

Title of Authorized Signatory of Bidder

WITNESSES:

Signature of Authorized Signatory Bidder

Parish or county _____

State of _____

Subscribed and sworn to before me this _____ day of _____, 20__.

NOTARY PUBLIC (signature) NOTARY PUBLIC (printed name)

NOTARY PUBLIC NUMBER EXPIRATION DATE

NON COLLUSION DECLARATION

A sworn statement shall be submitted in the form of an affidavit as indicated below, executed and sworn to by the bidder before persons authorized by laws of the State to administer oaths. The original of such sworn statement shall be submitted by the successful bidder after the Award of Contract.

Affidavit

State Project Number: _____ (if applicable)

Name of Project: Inner Harbor - Navigation Canal
Seabrook Bridge
First and Second Link Pin Repairs

Parish: Orleans

(an individual)
(a partnership)
(a corporation)

certify that:

(1) That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for affiant, and

(2) That no part of the contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for affiant.

(an individual)
(a partnership)
(a corporation)

WITNESSES:

Signed _____

By _____

Title _____

Parish or county _____

State of _____

Subscribed and sworn to before me this _____ day of _____, 20____.

NOTARY PUBLIC (signature)

NOTARY PUBLIC (printed name)

NOTARY PUBLIC NUMBER

EXPIRATION DATE

AFFIDAVIT OF USE OF STATUS VERIFICATION SYSTEM

PURSUANT TO La. R.S. 38:2212.10C, a private employer shall not bid on or otherwise contract with a public entity for the physical performance of services within the state of Louisiana unless the private employer verifies in a sworn affidavit that the private employer is registered with, participates in, and utilizes the status verification system required by La. R.S. 38:2212.10B(2), known as the "E-Verify" program, in accordance with federal rules and regulations pertaining to E-Verify.

Name of Private Employer: _____

Name of Authorized Agent: _____

Mailing Address: _____

ATTESTATION

I hereby attest that _____:
(name of private employer)

1. Is registered with and participates in the status verification system to verify that all new employees in the state of Louisiana are legal citizens of the United States or are legal aliens.
2. Will continue, during the term of the contract, to utilize the status verification system to verify the legal status of all new employees in the state of Louisiana.
3. Will require all subcontractors to submit an affidavit verifying that the subcontractor is registered with, participates in, and utilizes the status verification system to verify the legal status of all new employees in the State of Louisiana.

CERTIFICATE OF ACCURACY

I hereby certify that the information herein is true and correct to the best of my knowledge, information, and belief.

Signature (Authorized Agent)

Sworn To And Subscribed, before me, this ____ day of _____,
20____, in _____, Louisiana.

Notary Public

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

- (a) The "Contract Documents" consist of the Agreement, Table of Contents, Invitation to Bid, Instructions to Bidders, the Bid, the General Conditions of the Contract, and Special Conditions if any, the Letter of Award or Notice to Proceed, the Specifications, Addenda if any, the Bond, and the Plans if any, including all modifications thereof incorporated into the documents before their execution, also all change orders and agreements that are required to complete the construction of the work in an acceptable manner, including all authorized extensions thereof. These form the contract.
- (b) "Board" and "Contractor" are those mentioned as such in the agreement. "Board" may sometimes be referred to as "Port".
- (c) Wherever in this contract the word "Engineer" is used, it shall be understood as referring to the Owner acting personally or through the Manager of Construction Service of Board, an assistant to said, consulting engineer or architect duly authorized for such act by Engineer.
- (d) Any and all notices to be given by Board to Contractor under this contract shall be deemed to be served if the same be delivered to the person in charge of any office used by Contractor or to his superintendent, or, in their absence, to a foreman at or near the work, or deposited in the post office, postpaid, addressed to Contractor at his last known place of business.
- (e) The term "Subcontractor" as employed herein, includes only those having a direct contract with Contractor, and it includes one who furnishes material worked to a special design according to the plans and specifications of this work, but does not include one who merely furnishes material not so worked.
- (f) The term "Work" of Contractor or subcontractor includes labor or materials or both, equipment, transportation and other facilities, necessary to complete the contract.
- (g) The words "Plans" and "Drawings" are used synonymously in this contract.
- (h) Wherever the singular masculine pronoun is used herein, as referring to Contractor, it shall be construed to mean all genders, singular and plural, according to the status of Contractor.
- (i) The term "Project Site" as employed herein, refers to staging area as shown on drawings and/or described in herein.

- (j) The Bidding Documents include the advertisement, Invitation to Bidders, Instructions to Bidders, Louisiana Uniform Public Work Bid Form, Unit Price Forms, Bid Bond Form, General Conditions, Form of Agreement, drawings, specifications, addenda, special provisions, and all other written instruments prepared by or on behalf of the Board for use by prospective bidders on a public contract.”

ARTICLE 2 - INTENT OF DOCUMENTS

The contract documents are complementary, and what is called for by one shall be as binding as if called for by all. The intention of the documents is to include all labor and materials, equipment, transportation and other facilities, necessary for the proper execution of the work. It is not intended, however, that materials or work not covered by or properly inferable from any heading, branch, class or trade of the specifications shall be supplied unless distinctly so noted on the drawings. Materials or work described in words which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.

ARTICLE 2A - ORDER OF PRECEDENCE

Anything mentioned in the specifications and not shown on the Contract Drawings, or shown on the Contract Drawings and not mentioned in the Specifications, shall be of the like effect as if shown or mentioned in both. In case of conflict between Contract Drawings and Specifications, the Contract Drawings shall govern and in any differences in the said Specifications between the General Conditions and the Special Conditions, the Special Conditions shall govern. The contractor shall abide by the rules and statements set forth in the General Conditions and Special Conditions of these Specifications.

ARTICLE 3 - DRAWINGS, SPECIFICATIONS AND INSTRUCTIONS

Unless otherwise provided in the contract documents, Board will furnish to Contractor, free of charge, copies of drawings and specifications for the execution of the work, up to a total of ten (10) sets. If Contractor obtains additional copies of drawings and specifications, he will be charged, at cost, for all copies in excess of ten (10) each.

Contractor shall keep at job site one copy of all drawings and specifications on the work, in good order, available to Engineer and to his representatives.

Engineer shall furnish, with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the contract documents, true developments thereof, and reasonably inferable therefrom.

If Contractor, in the course of the work, finds any condition different from that designated in the specifications or on the plans, either in regard to work previously existing or being performed by others, or finds any discrepancy between plans and physical conditions of the locality, or errors or omissions on

plans, or in the layout as given by points and instructions, it shall be his duty to immediately inform Engineer and confirm in writing, and Engineer will promptly correct or verify same. After observing any such discrepancy, Contractor shall not proceed with any part of the work which involves the discrepancy, and he shall neither start nor resume work thereon until the condition has been corrected or until authorized to proceed by Engineer. Any work by the Contractor without such correction or authorization, shall be at its own risk and expense.

ARTICLE 4 – TIME LIMITS AND ORDER OF BEGINNING AND COMPLETION

Contractor shall begin and complete the work or specified portions of the work in such order of time as stated in SPECIAL CONDITIONS - ARTICLE 3.

Immediately after the award of contract, Contractor shall set aside or order all necessary materials. He shall ready his equipment and forces and shall handle preliminary details at once, and other details promptly as needed, so as to begin work at the site when specified, as ordered in written notice from Engineer to do so; and he shall proceed with the work to completion according to detailed requirements of these contract documents, within the time stated in SPECIAL CONDITIONS - ARTICLE 3 and as further explained in the General Specifications as covered by SPECIAL CONDITIONS - ARTICLE 4.

ARTICLE 5 – ASCERTAINED AND LIQUIDATED DAMAGES

After expiration of the time or times for completion of the work, or separate phases of the work, according to the contract, including all authorized extensions, and without the necessity or formality of putting Contractor in default therefore, there shall be assessed ascertained and liquidated damages, in the amount stated in SPECIAL CONDITIONS - ARTICLE 3 for each calendar day of delay in completing said work, or phases of the work, substantially and satisfactorily in accordance with the plans and specifications.

ARTICLE 6 - BONUSES FOR EARLY COMPLETION

When stated in the bid and then only, Board will pay a bonus or bonuses to Contractor for completion of all work prior to the time or times stated in the contract, including all authorized extensions. The bonus or bonuses in the amount or amounts stated in the bid will be paid for each calendar day of early completion of all work when a single bonus applies, or (where the work is phased) of completion of the respective phases of the work when more than one payment applies.

ARTICLE 7 - NIGHT, WEEKEND AND HOLIDAY WORK

No work shall be allowed to be performed at night, weekends, or on a legal holiday, without due notification, in advance, by Contractor to Engineer.

ARTICLE 8 - DELAYS AND EXTENSION OF TIME

If Contractor be delayed at any time in the progress of the work by any act or neglect of Board or of its employees, or by any other contractor employed by Board, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any causes beyond Contractor's control, or by any cause which Engineer shall decide justifies the delay, then the time of completion shall be extended for such reasonable time as Engineer may decide.

No such extension shall be made for delay occurring more than seven (7) days before claim therefore is made in writing to Engineer. In the case of a continuing cause of delay, only one claim is necessary.

If no schedule or agreement stating the dates upon which drawings shall be furnished is made, then no claim for delay shall be allowed on account of failure to furnish drawings, until two (2) weeks after demand for such drawings, and not then unless such claims be reasonable in the opinion of Engineer.

This Article does not exclude the recovery of damages for delay by either party under other provisions in the contract documents.

ARTICLE 9 - CONTRACTOR'S UNDERSTANDING

It is understood that Contractor has, prior to submission of bid, satisfied himself as to the nature and location of the work, the conformation of the ground, the type, quality and quantity of the materials to be encountered, the type of equipment and the facilities needed prior to and during the prosecution of the work, the general and local conditions, and all other matters which might in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of Board, before, during, or after the execution of this contract, shall affect or modify the terms or obligations herein contained.

ARTICLE 10 - MATERIALS, EQUIPMENT, APPLIANCES AND EMPLOYEES

Unless otherwise stipulated, Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work.

Unless otherwise specified, all materials shall be new, and all workmanship, equipment, materials and articles incorporated into the work covered by the contract are to be of grade and quality consistent with other specified items and as indicated by evidence satisfactory to Engineer.

When specified, required by standard specification made part of Board's specifications, or requested by Engineer, Contractor shall submit certified copies of records showing course of supply, mill certificates, quality control of production and processing, or other evidence satisfactory to Engineer proving material quality. Engineer has the right, at Board's cost, to do additional checking at

source of supply or manufacture, and at any time before, during or after delivery, and to reject materials whenever non-compliance or defects are found.

Contractor shall be responsible for all materials received for this construction, including materials furnished him by Board, and he shall take all necessary precautions to protect same from loss and damage.

Construction equipment shall be adequate for job and specification requirements; any alterations made in equipment shall be without added cost to Board except for authorized changes in the work.

Contractor shall, at all times, enforce strict discipline and good order among his employees, and shall not employ on the work any unfit person or anyone not qualified to perform the work assigned to him.

If any person employed on the work shall refuse or neglect to obey the directions of Contractor, or his duly authorized agents, as to workmanship, character of the work or quality of materials, or if he is so incompetent, disorderly or unfaithful as to interfere with the proper fulfillment of this contract, he shall, upon the request of Engineer, be at once discharged and not again employed on the work.

ARTICLE 11 - EQUALITY

Whenever proprietary materials, equipment, machinery or other products are specified, alternate materials, equipment, machinery or other products, of well known manufacture, equal in every respect to those specified, may be used, when approved in advance of their use, by Engineer. All substitutions shall be compatible with other items required for the work, and equality with specified items shall be as determined by Engineer, predicated upon the alternate item or items meeting all requirements embodied in those specified. Every substitution, even though approved by Engineer, shall remain the full responsibility of the Contractor who will submit the bid. All items shall be handled, applied or installed in strict accordance with manufacturer's recommendations and instructions and with these specifications.

All requests for substitutions shall be submitted in writing by Contractor, and Engineer's decision will be rendered to Contractor in writing. All requests must be accompanied by complete manufacturer's literature, drawings if necessary, and specifications, covering the properties and use of the item or items to be substituted.

If the Contractor who will submit the bid wishes to request prior approval a particular product other than a product specified in the Contract Documents, he shall do so no later than ten (10) calendar days prior to the opening of bids. Within three days, exclusive of holidays and weekends, after receipt of said request, the Engineer shall furnish to both the Board's Engineering Department and the requesting party written approval or denial of the product submitted and the prior approved product will be listed in an addendum.

ARTICLE 12 - REMOVAL OF IMPROPER MATERIAL

If Contractor shall bring or cause to be brought on the work materials which do not conform to the requirements of the contract, Engineer shall order the same to be removed forthwith, whether or not incorporated into the work, and in case of the neglect or refusal of Contractor or those employed by him to remove such materials, Engineer shall cause the same to be removed at the expense of Contractor and shall deduct the cost of such removal and all other expenses incident thereto either from the final or from any other estimate of the amount due to Contractor on this contract.

ARTICLE 13 - ROYALTIES AND PATENTS

Unless otherwise specified, Contractor shall pay all royalties and license fees. He shall defend, at his own cost and risk, all suits or claims for infringement of any and all patent rights and shall save Board harmless from all loss, claim, expense or damage on account thereof.

ARTICLE 14 - CONNECTIONS WITH UTILITY SERVICES

Prior to any work being connected to receive service from any utility, whether owned privately or publicly, all requirements of that utility shall be complied with by Contractor, who shall be held responsible for determining the extent of such requirements, and who shall pay all fees and charges involved, unless Board has made other arrangements under the terms of this contract.

ARTICLE 15 - INSPECTION OF WORK AND CERTIFICATES OF APPROVAL

Engineer and his representatives shall at all times have access to the work in preparation or progress for the purpose of inspecting the work regarding compliance with the plans and specifications, and Contractor shall provide proper facilities for such access and for inspection. The presence or absence of Engineer or his representative does not relieve in any degree the responsibility or obligation of Contractor.

If the specifications, Engineer's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, Contractor shall give Engineer timely notice of its readiness for inspection, and if the inspection is by an authority other than Engineer, of the date fixed for such inspection. If any work should be covered up without approval or consent of Engineer, it must, if required by Engineer, be uncovered for examination at Contractor's expense.

All tests and inspections of electrical installations and of water lines shall be made, and other requirements of authorities having jurisdiction shall be met before acceptance of the work by the Engineer.

Contractor shall remove, rebuild and make good at his own cost all work which is found to be defectively executed, or otherwise not in conformity with contract requirements, including repair or replacement of materials or other property of Board injured or destroyed by him. Failure to condemn work at the time of its

construction shall not be construed as an acceptance of defective work. If any doubt exists as to quality of workmanship of such work, Contractor must, on order of Engineer, remove or expose such work for examination. Upon such examination, if the work is found to be imperfect, or otherwise not in conformity with the requirements of the contract, it must be corrected by Contractor at his sole cost, risk and expense; if, however, such work is found to be satisfactory upon such inspection, the actual cost of removing and replacing, plus an allowance for overhead and profit on a percentage basis, as provided in GENERAL CONDITIONS - ARTICLE 43, shall be paid to Contractor by Board (except when the work was covered up without approval or consent of Engineer and was ordered to be uncovered by Contractor, as aforesaid).

ARTICLE 16 - PERMITS AND REGULATIONS

All permits of a temporary nature and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by Contractor. The Contractor shall obtain a permit from, and follow the procedures of, the New Orleans Sewerage and Water Board (SW&B) for all plumbing work on Board property which connects into SW&B's municipal potable water supply or discharges into the municipal sewerage system.

The Board will obtain permits and/or letters of no objection from governmental agencies for the permanent work including those from the Corps of Engineers, Orleans Levee Board, LADOTD, LADNR, LADEQ, U. S. Coast Guard, etc. and railroad companies as applicable. A City of New Orleans building permit is not required. Contractor shall comply with the City of New Orleans Municipal Code, Chapter 42A "Community Noise Control" regarding noise from pile driving and other construction operations.

If the USCG puts the Regulated Navigational Area (RNA) into effect it is the responsibility of the Contractor to be aware of this and comply at no additional cost to the Board. RNAs are water areas within a defined boundary for which regulations for vessels navigating within the area have been established. The District Commander can issue RNAs to control vessel traffic in a place determined to have hazardous conditions. RNAs usually prescribe what type or size of vessels may enter an area or in what manner they must navigate.

Contractor shall give all notices and shall comply with all laws, ordinances, rules and regulations bearing on the conduct of the work. If Contractor observes that the drawings or specifications, or both, are at variance with laws and regulations, he shall promptly notify Engineer in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the work. After the discovery of any such variance, Contractor shall not proceed with any part of the work thereby affected, and he shall neither start nor resume work thereon until the variance has been removed by Engineer and Contractor notified in writing of the removal.

Contractor, his employees, and all engaged in the prosecution of this work shall be legally qualified for engaging in public work.

ARTICLE 17 - PROTECTION OF WORK AND PROPERTY

Contractor shall provide and maintain all necessary flagmen, watchmen, barricades, warning lights, signs and other suitable protective devices, together with marking buoys and other navigational aids, as required, and shall take all other necessary precautions for the protection and safety of the work and the public against personal injury (including death) and property damage. He shall continuously maintain adequate protection of all work from damage, and shall take all reasonable precautions to protect the Board's properties from damage or loss arising in connection with this contract. He shall make good any and all damage, injury or loss resulting from his failure to provide such necessary protective precautions, except such as may be directly due to, or caused by agents or employees of the Board. He shall adequately protect adjacent private and public property.

In an emergency affecting the safety of life, of the work, or of adjoining property, Contractor is, without special instructions or authorization from Engineer, hereby required to immediately take all necessary measures to prevent such threatened damage, loss or injury.

The Contractor shall erect and maintain, as required by existing conditions and progress of the work, all safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

The responsibility of Contractor under this Article shall continue until final written acceptance of the project by Engineer, except as to those portions of the work for which Engineer has issued to Contractor a certificate of completion in accordance with GENERAL CONDITIONS - ARTICLE 25, or when areas of partially completed construction are taken over for an interim period, as provided in GENERAL CONDITIONS - ARTICLE 25.

ARTICLE 18 - SUPERINTENDENCE AND SUPERVISION

Contractor shall keep on the site of the work project, at all times during its progress, a competent superintendent and any necessary assistants, all satisfactory to Engineer. Said superintendent shall have full authority from Contractor to carry out all orders given by Engineer, and shall exercise active supervision of all work performed under this contract, including work subcontracted, and shall not be transferred from this project to other work (even partially) without the approval of Engineer. Directions shall be confirmed in writing upon written request in each case. Contractor shall give efficient supervision to work, using his best skill and attention. During the construction and maintenance period of the work of this contract, all orders given by Engineer or his representatives to the manager, superintendent, or foreman of Contractor, in the absence of Contractor, shall have the same force and effect as given to Contractor.

Neither party shall employ or hire any employee of the other party without the other party's consent.

ARTICLE 19 - CHANGES IN THE WORK

Engineer shall have the right to make alterations in the quantity, lines, grades, plans, details or dimensions of the work herein contemplated, either before or after the commencement of the work and without notice of Surety, but subject to adjustment in payments as provided under GENERAL CONDITIONS - ARTICLE 43. If such alterations diminish the quantity of work to be done, they shall not constitute a claim for damages for anticipated profits for the work dispensed with, but when the reduction in amount is a material part of the work contemplated, Contractor shall be entitled to compensation, as determined by Engineer, for overhead and equipment charges which he may have incurred in expectation of the quantity of work originally estimated, unless otherwise specifically provided herein; if such alterations increase or decrease the amount of work estimated for a unit price work item shown on the Unit Price Form, the Contractor shall be paid according to the quantity of work actually performed as field measured and as verified by the Board, and at the unit price stated on the Unit Price Form for such work under this contract. If, however, the character of the work, or in case no costs thereof are materially changed, an allowance shall be made on such basis as may have been agreed to in advance of the performance of the work, or in case no such basis has been previously agreed upon, then an allowance shall be made either for or against Contractor, in such amount as Engineer may determine to be fair and equitable.

This Article is understood as providing for alterations that do not decrease the total sum to be paid under the contract by more than twenty-five percent (25%) nor increase said sum by more than fifty percent (50%).

ARTICLE 20 - SUSPENSION OF WORK

Board may at any time suspend the work, or any part thereof, giving notice to Contractor in writing specifying the date work is to be suspended. The work shall be resumed by Contractor within ten (10) calendar days after the date fixed to resume work in the said written notice, or in a supplementary written notice, from Board to Contractor.

Board shall reimburse Contractor for reasonable expense incurred by Contractor in connection with the work under this contract as a result of such suspension, the amount of such reasonable expense to be approved by the Engineer, unless such suspension is ordered to secure compliance with the terms of this contract.

If the work, or any part thereof, shall be stopped by the notice in writing aforesaid, and if Board does not give notice in writing to Contractor to resume work at a date within ninety (90) calendar days of the date fixed in written notice to suspend, then Contractor may abandon that portion of the work so suspended, provided that Contractor shall have given Board thirty (30) calendar days written notice of such intent prior to the termination of the said ninety (90) calendar day period, unless such suspension had been ordered to secure compliance with the terms of this contract. Contractor will be entitled to the estimates and payments,

if any be due, and as determined by Engineer, for all completed portions of the work so abandoned.

ARTICLE 21 - BOARD'S RIGHT TO DO WORK

If it shall appear to Engineer that the progress of any portion of the work is not sufficient to insure satisfactory completion of the contract within the time herein designated, or within any additional time which may have been granted, or that any portion of the work is not executed or is not being executed in compliance with the specifications or plans, then Engineer shall notify Contractor in writing to remove all cause of complaint within the time specified in such notice. If Contractor fails so to do, Engineer may proceed to complete such portion of the work in such manner as he may determine. All cost of such work shall be deducted from any money due, or which may become due, to Contractor under this contract.

ARTICLE 22 - BOARD'S RIGHT TO TERMINATE CONTRACT

If Contractor should become insolvent, or be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if, being a corporation, a receiver should be appointed for Contractor, or if he should persistently or repeatedly refuse or fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws or ordinances or the instructions of Engineer, or should cease operations under this contract at any time for more than ten (10) calendar days, or otherwise be guilty of a substantial violation of any provision of the contract, then Board, upon the certificate of Engineer that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving Contractor and his Surety seven (7) calendar days written notice, take possession of the premises and of all materials, tools and appliances thereon, and finish the work by whatever method it may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to Contractor. If such expense shall exceed such unpaid balance, Contractor and Surety shall pay the difference to Board. The expense incurred by Board, as herein provided, and the damage incurred through Contractor's default, shall be certified by Engineer.

ARTICLE 22A - BOARD'S RIGHT TO TERMINATE CONTRACT FOR ITS CONVENIENCE

The Board, by written notice, may terminate this contract in whole or in part when it is in the interest and for the convenience of the Board. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under this contract is terminated and the date on which the termination is effective.

After receipt of a Notice of Termination, the Contractor shall:

- (1) Stop work immediately;
- (2) Place no further orders for materials or services;
- (3) Settle any outstanding liabilities arising out of the termination of subcontracts with the approval of the Engineer;
- (4) Turn over to Board, if directed by the Engineer, fabricated or unfabricated parts, supplies, and other materials produced or acquired in connection with the contract so terminated;
- (5) Complete whatever portion of the work in progress as shall not have been terminated.

The Contractor and the Board may agree upon the amount to be paid the Contractor because of the termination pursuant to this clause, which amount may include a reasonable allowance for profit on work done. The contract shall be amended accordingly and the Contractor paid the agreed amount upon certification by the Engineer.

ARTICLE 23 - CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work should be stopped under an order of any court or public authority, for a period of ninety (90) calendar days, through no act or fault of Contractor or of anyone employed by him, or, except as provided in GENERAL CONDITIONS - ARTICLE 42, if Engineer should fail to issue any estimate for payment within sixty (60) calendar days after it is due, or if Board shall fail to pay to Contractor within a reasonable time any sum certified by Engineer, then Contractor may, upon seven (7) calendar days written notice to Board and Engineer, stop work or terminate this contract and recover from Board payment for all work executed and any loss sustained.

ARTICLE 24 - REMOVAL OF EQUIPMENT

In case of termination of this contract before completion from any cause whatsoever, Contractor, if notified to do so by Board, shall promptly remove any part or all of his equipment and supplies from the property of Board. Should Contractor fail to make such removals, Board shall have the right to remove all such equipment and supplies at the expense of Contractor.

ARTICLE 25 - USE OF COMPLETED WORK PRIOR TO FINAL ACCEPTANCE

Without in any way invalidating this contract, Board shall have the right to take possession of and to use any portion of the work at any time, as hereinafter provided.

If, at any time, any portion of the permanent construction has been substantially and satisfactorily completed in accordance with the plans and specifications, and

if Engineer determines that such portion of the permanent construction is not required for the operations of Contractor, but is needed by Board, Engineer shall issue to Contractor a certificate of completion for such portion, and thereupon or at any time thereafter Board may take over and use said portion of the permanent construction described in such certificate, and may exclude Contractor therefrom.

When all of the work has been substantially and satisfactorily completed in accordance with the plans and specifications, Engineer may issue to Contractor a certificate of completion, and thereupon or at any time thereafter Board may take over and use the work and may exclude Contractor therefrom. At the time of such takeover and until the contract is formally accepted by the Board as complete, and during such further periods thereafter as any payment provided for under the contract shall remain unpaid by the Board, the insurance coverage shall continue but only to the extent of the amount remaining unpaid.

If at any time, it is determined by Board that the interim use by Board of parts of staging area is necessary as a temporary measure, Engineer shall issue a written notice to Contractor stipulating this need and thereupon, or at any time thereafter, Board may take over and use such area as described in said notice, and may exclude Contractor therefrom. Such area taken over by Board for interim use shall be returned to custody of Contractor for completion of construction upon termination of Board's need for the area. The entire area used shall be returned to Contractor in its original condition, otherwise Board will be fully responsible for all expense incurred in restoring said area to such original condition.

When completed portions of permanent construction are taken over by Board, or when parts of staging area are taken over for an interim period, then in both cases Contractor's obligation as stipulated under GENERAL CONDITIONS - ARTICLE 17 of these documents shall immediately cease within the stipulated areas of Board use, until such time as Board returns such parts of staging areas to the custody of Contractor.

The guarantee period provided in GENERAL CONDITIONS - ARTICLE 30 for all work satisfactorily completed in areas taken over by Board for permanent use shall begin at time of issuance by Board to Contractor of certificate of completion of such areas.

Contractor's performance bond may be reduced at time of issue by Board of certificate of completion for a completed area of the work. The amount of such reduction shall be equal to the contract bid price value of the work covered in the certificate of completion, provided that the performance bond shall never be reduced to less than fifty percent (50%) of the contract amount. If such prior use increases the cost of or delays the work, Contractor shall be entitled to extra compensation, or extension of time, or both, as determined by Engineer.

ARTICLE 26 - WARRANTY

Contractor warrants to Board that the Work under this Contract shall be as specified by the Contract Documents and new unless otherwise required or permitted by the Contract Documents and that the Work will be free from defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. Contractor's warranty excludes remedy for damage or defect caused by abuse, improper or insufficient maintenance, improper operation, normal wear and tear and normal usage.

In addition to any other obligations herein or at law, if, within five years after the date of Substantial Completion of the Work or any designated portion thereof, or for any longer period pursuant to the terms of any applicable discrete warranty required by the Contract Documents, any part of the Work is found not to be in accordance with the requirements of the Contract Documents, Contractor shall correct it promptly after receipt of written notice from Board to do so. Board shall not be required to provide notice or allow Contractor an opportunity to repair if Board reasonably believes that the delays associated with such notification and repair by Contractor may adversely affect Board's interests. If Contractor fails to correct nonconforming work within a reasonable time after receipt of notice from Board, or if Board determines that delays associated with notice and Contractor's repair may adversely affect Board's interest, then Board may correct or have the defective or non-conforming work corrected at Contractor's expense. If later inspection demonstrates that the defect or failure was not covered by the manufacturer's warranty, nor attributable to defective workmanship of the Contractor, the cost of repairs or replacements will be for Board's account.

Nothing contained in this GENERAL CONDITIONS - Article 26 shall be construed to establish a period of limitation with respect to other obligations which Contractor might have under the Contract Documents or at law. Establishment of a period for correction of Work relates only to the specific obligation of Contractor to correct such Work and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, to the time within which Board may pursue a claim against Contractor for correcting defective or non-conforming work, nor to the time within which legal proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than specifically to correct the work.

ARTICLE 27 - INDEMNITY

Contractor shall protect, defend, indemnify, and keep, save, and hold harmless the Board from any and all loses, costs, claims, damages, demands, attorney's fees, expenses, penalties, fines, suits and actions of any kind and nature arising out of any accident or any occurrence, negligent or otherwise, including environmental liability, causing injury including death, to any person or persons or damage to property, directly or indirectly caused by, resulting from, or growing out of the performance of his obligations under this contract, whether caused by his affiliates, his subsidiaries or his employees, servants, agents, representatives or subcontractors, including such as may be imposed for the violation of any law, ordinance, or regulation (federal, state or local); and Contractor shall defend and

indemnify the Board from and against any and all costs and expenses in connection with the foregoing, including court costs, related litigation expenses, and reasonable attorney's fees that may be incurred by the Board, provided however, that nothing herein shall be construed as indemnifying the Board against its own negligence or that of its officers, agents, servants, or employees when such negligence (as determined by final judgment of a court of competent jurisdiction) is the direct cause of such loss, damage, injury or death and when there is no negligence on Contractor's part which is a contributing cause of such loss, damage, injury or death. Contractor hereby acknowledges that the duty to defend is a separate and distinct obligation herein and, on the filing of any action, claim, suit or proceeding of any nature or kind against Board, shall defend the Board from and against any and all of the foregoing actions, claims, or suits of whatever nature or kind, directly or indirectly caused by, resulting from, or growing out of Contractor's performance of its obligations under this Contract, whether or not there is insurance coverage for the actions, claims or suits. Furthermore, Contractor shall be liable for attorney's fees and costs incurred by the Board if it must file suit or retain counsel to enforce the terms of this indemnity. The Board shall notify Contractor of any claim, demand, suit or other action brought or raised against the Board for which Contractor may be liable as stated above. The provisions of this indemnity shall survive this Contractor and are intended to be severable. If any term or provision should be determined invalid or unenforceable for any reason, that invalidity or unenforceability shall not affect the validity or enforceability of the remainder of the terms of this indemnity.

ARTICLE 28 - BOARD'S INSURANCE

Board may, at its option and at its expense, procure and maintain such insurance as will protect it from its contingent liability for damages for personal injury, including death, which may arise from operations under this contract.

ARTICLE 28A - FORCE MAJEURE

Contractor shall not be in default in the performance of any obligation undertaken on this Contract if performance is rendered impossible or delayed because of any Force Majeure, but for no longer time period. As used in this contract, Force Majeure shall include but not be limited to acts of God, lightning, earthquakes, hurricanes, strikes, fires, storms, epidemics, riots, labor disputes, civil insurrections, wars, acts of terrorism, or any other cause not within the reasonable control of the Contractor and occurring without its fault. Any delay caused by such a Force Majeure shall not be recognized unless Contractor notifies the Board in writing within ten working days after the occurrence of the Force Majeure. Contractor shall use commercially reasonable efforts to remedy the effects of the Force Majeure with all due diligence. Neither economic impracticality nor the inability of the Contractor to perform in whole or in part for economic reasons shall be considered loss under this Article.

ARTICLE 29 - UNPAID WAGES

Whenever, in the opinion of Engineer, it may be necessary for the progress of the work to secure to any of the employees engaged in the work under this contract any wages which may be then due them, Board is hereby authorized to pay the employees the amount due them or any lesser amount, and the amount so paid them, as shown by their receipts, shall be deducted from any moneys that may be or become payable to Contractor.

ARTICLE 30 - PERFORMANCE BOND AND CONTINUING OBLIGATIONS

Contractor shall furnish a good and solvent bond either in the form attached hereto and forming part of this contract or on a form acceptable to Board to insure prompt and proper performance of all of the obligations imposed on Contractor under the contract in an amount equal to the total amount of the contract, except as provided under La. R.S. 38:2216(C). The bond shall be cancelled and the surety released only in accordance with the provisions of law and of this contract.

Under the bond and as a guarantee against faulty materials or workmanship and the negligence of Contractor, the responsibility of Contractor and Surety shall continue as provided by law after a certificate of completion of work has been issued by Board to contractor as provided in GENERAL CONDITIONS - ARTICLE 25 hereof or after final acceptance when no certificate of completion is given. Consistent with its obligations arising under this Contract and the Public Works Act., La. R.S. 38:2211 *et seq.*, Contractor shall, at its expense, remedy any and all defects which appear after issuance of certificate of completion (with respect to the particular portion of the work affected if certificate of completion was issued for that portion separately from the whole of the work) or after final acceptance as the case may be, and Contractor shall replace defective materials and equipment and shall pay for all damage to other work resulting therefrom. Board shall give notice to Contractor of any and all observed defects with reasonable promptness.

ARTICLE 31 - CLAIMS BY CONTRACTOR FOR ADJUSTMENT; DISPUTES

Should Contractor be of the opinion, at any time, that additional compensation is due him for work or materials not clearly covered in this contract or not previously ordered by Engineer as extra work, as defined herein, Contractor shall notify Engineer in writing of his intention to make claim for such additional compensation before he begins the work on which he bases the claim. If such notification is not given and Engineer is not afforded proper facilities by Contractor for keeping strict account of actual cost as required, then Contractor shall thereby automatically forfeit his right to such additional compensation.

Such notice by Contractor and the fact that Engineer has kept account of the cost as aforesaid shall not in any way be construed as proving or substantiating the validity of the claim. If the claim, after consideration by Engineer, is found to be just, it will be paid for as extra work in accordance with GENERAL CONDITIONS

- ARTICLE 43. Nothing in this Article shall be construed as establishing any claim contrary to the terms of GENERAL CONDITIONS - ARTICLE 19.

Except as provided above in this Article, should Contractor be of the opinion, at any time, that he has sustained damage or has incurred additional costs, for which he may be due compensation under this contract, he shall, within thirty (30) calendar days after sustaining, or after ascertaining the probable existence of, such damage, make a written statement to Engineer of the nature of the damage claimed. Engineer shall thereupon render a decision in the matter.

ARTICLE 32 - TEMPORARY WORK AND STORAGE AREAS

Contractor shall provide such temporary construction facilities and areas as are required for execution of the work and storage of his equipment and material, together with means of access to same, all at Contractor's cost, except as may be otherwise provided in the Special Conditions of this contract or by written advice of Engineer.

ARTICLE 33 - ASSIGNMENT

Contractor shall not assign this contract or subcontract it as a whole or contrary to the provisions of SPECIAL CONDITIONS - ARTICLE 8, without the prior written consent of Board, and only when Engineer of Board determines that it would be to the advantage of the Board.

ARTICLE 34 - RIGHTS OF VARIOUS INTERESTS

Wherever work being done by Board's forces or by other contractors is contiguous to work covered by this contract, the respective rights of the various interests involved shall be established by Engineer.

ARTICLE 35 - WORK UNDER SEPARATE CONTRACTS AND BY BOARD'S FORCES

Board reserves the right to let other contracts in connection with this work, and to do additional work at the site with its own forces. Contractor shall afford other Contractors and Board's forces reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

If any part of Contractor's work depends for proper execution or results upon the work of any other party, Contractor shall inspect and promptly report to Engineer any and all defects in such work that render it unsuitable for such proper execution and results. His failure to inspect and report shall constitute an acceptance of the other party's work as fit and proper for the reception of his work except as to defects which may develop in the other party's work after the execution of his work.

ARTICLE 36 - SUBCONTRACTORS

Contractor shall, as soon as practicable after the signing of the contract, notify Engineer in writing of the names of subcontractors proposed for the work and shall not employ any that Engineer may, within ten (10) calendar days, object to as incompetent or unfit because of unsatisfactory previous performance on contracts for Board or for others. Such unsatisfactory performance will constitute the only cause for rejection by Engineer of a subcontractor proposed by Contractor for employment on the project except that sub-contractors performing work valued at \$50,000 or more shall be licensed in accordance with La. R.S. 37:2163.

Contractor shall be fully responsible to Board for the acts and omissions of his subcontractors and of persons either directly employed by them, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the contract documents shall create any contractual relation between any subcontractor and Board.

ARTICLE 37 - SURVEYS, ALIGNMENT, BENCH MARKS AND ENGINEER'S CHECKS

When, in the opinion of Engineer, a property boundary survey is necessary for the proper conduct of the work, Board will furnish such survey at its expense, unless specifically provided otherwise in contract documents.

When needed, Board will also establish, on or adjacent to the site of the work, a base line with starting point thereon, and one or two bench marks, but Contractor shall be responsible for making, with his own engineers, all other measurements required in laying out and controlling his work.

Contractor shall carefully preserve Board's bench marks, reference points and stakes, and in case of willful or careless destruction he shall be charged with the expense of restoring them, and Contractor shall be responsible for any and all mistakes that may be caused by their unnecessary loss or disturbance.

At his discretion, Engineer may check Contractor's work for proper alignment and grade at any time, but the making of such check or checks shall not be assumed either to establish a precedent requiring similar checking by Engineer at any other time, or to relieve Contractor from full responsibility for the correctness of his work.

ARTICLE 38 - ENGINEER'S STATUS

Engineer shall represent the Board in the execution of all work under the contract and he may perform technical inspection of the work as, at his discretion, is necessary in the best interest of the Board. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of this contract. He shall also have authority to reject all work and materials which do not conform to this contract. He shall verify and approve amount, quantity or

classification of work or materials for which Board will make payment to Contractor.

ARTICLE 39 - ENGINEER'S DECISIONS

Engineer shall, within a reasonable time after their presentation to him, make decisions on all claims of the Board or the Contractor. He shall render decisions on all other matters relating to the execution and progress of the work or the interpretation of the contract documents, whenever such decisions are necessary for the proper conduct of the work. Should the Contractor disagree with the decision made by an Engineer's assistant or consultant he shall request an Engineer's decision. All decisions of Engineer, when so requested, shall be rendered in writing. Except as provided under GENERAL CONDITIONS - ARTICLE 40, Engineer's decision in all matters under his jurisdiction shall be accepted as final and conclusive.

ARTICLE 40 - REVIEW OF DECISIONS

Should Contractor object to any decision, other than as to technical engineering questions, rendered by Engineer, Contractor may appeal, in writing, to Board for a review of such decision. Within thirty (30) calendar days after receipt of such appeal, Board shall afford opportunity to Contractor to appear before it or before any committee or any executive designated by Board, for the purpose of a hearing on the objections previously submitted in writing. The decision of Board on such appeal shall be final and conclusive, subject however to Contractor's option to appeal any adverse decision to a court of competent jurisdiction as provided by applicable law.

ARTICLE 41 - FINAL CLEANING UP

Contractor shall, after completion of the work, and prior to final inspection and acceptance by Board, remove and satisfactorily dispose of all temporary structures, false work, debris, tools, equipment and materials left over and not incorporated into the work, except that valuable surplus materials furnished by Board and materials furnished by Board and designated to be salvaged shall be delivered by Contractor to a designated Board storage area within the Port. The site of the work shall always be left in a clean, well drained condition, with the work itself in a finished, complete and satisfactory state. Building floors, decks, paved areas and similar finished surfaces shall be left broom clean.

ARTICLE 42 - PAYMENTS WITHHELD AND DEDUCTIONS

Board may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such an extent as may be necessary to protect itself from loss on account of:

- (a) Defective work not remedied.
- (b) Claims filed against Contractor or reasonable evidence indicating probable filing of claims.

- (c) Failure of Contractor to make payments promptly to subcontractors or for material or labor. Contractor shall furnish full and satisfactory evidence, when called upon by Board, that all persons having done work or furnished materials hereunder, and for which Board may be liable, or for which a lien has been or might be filed, shall have been paid or satisfactorily secured.
- (d) A reasonable doubt that the contract can be completed for the balance then unpaid.
- (e) Damage to another contractor.

When the above grounds are removed, payments shall be made for amounts withheld because of them.

If Engineer deems it inexpedient to correct work injured or done not in accordance with the Contract, an equitable deduction from the contract price shall be made therefore.

ARTICLE 43 - EXTRA WORK AND PAYMENT

When Contractor is directed to perform work, including furnishing of materials as required, which is neither shown on the drawings nor reasonably implied elsewhere in the contract documents, and for which no price has been named in the agreement for work or materials of like character, such items shall be considered as extra work, and shall be performed by Contractor to the satisfaction of Engineer.

Extra payment will positively not be made for materials or work indicated in the contract documents, or which can be predetermined from careful pre-bid examination by Contractor, nor for miscellaneous and incidental materials and work required for repairs and replacements.

Payment for extra work, including materials, will not be allowed unless approved in advance, in writing, by Engineer.

Terms of payment for extra work will be the same as for work stipulated in the agreement.

The value of all such extra work, or change, for which full payment is to be made, shall be determined by the unit prices named in the contract, ONLY IF unit prices were shown on the Unit Price Form and if the scope of work is not altered beyond the limits established by GENERAL CONDITIONS - ARTICLE 19; otherwise said value shall be determined through mutual agreement by one or more of the following methods:

- (a) By estimate and acceptance in a lump sum. The estimate shall be fully documented and itemized as to costs, including material quantities, material costs, taxes, insurance, employee benefits, other related costs,

plus an allowance for profit and overhead on a percentage basis as hereinafter provided.

- (b) By unit prices subsequently agreed upon. Such unit prices shall be fully documented and itemized as to costs, including material quantities, material costs, taxes, insurance, employee benefits, other related costs, plus an allowance for profit and overhead on a percentage basis as hereinafter provided.
- (c) By actual cost, plus an allowance for overhead and profit on a percentage basis as hereinafter provided.

Method (c) will be used only when Methods (a) or (b) are not practical or not in the best interest of Board. If method (c) is agreed on, Contractor shall keep an accurate account of his actual costs, as defined below, together with supporting invoices and payroll records, and shall present them in such form as Engineer may direct. Actual reimbursable costs for extra work shall include the incurred costs of actual labor and materials charges. Labor charges shall include actual payroll cost of labor, mechanics and foremen used on the extra work, together with those additional expenses directly based on payroll, such as workers' compensation insurance, social security, payroll taxes, welfare and other fringe benefits. No part of the time of supervisory, engineering, clerical or general utility employees, nor of executive personnel, not previously and regularly assigned to the project, shall be included in the payroll charges for extra work unless their employment is used solely on the extra work and is authorized in advance, in writing, by Engineer. Cost of materials shall include actual net invoice amounts, after allowance for trade discounts, together with other incidental costs such as freight and transportation charges, sales and use taxes. Cost of all manual hand tools together with mechanically, electrically or pneumatically operated hand tools with manufacturer's power rating not exceeding two (2) horsepower will be considered as part of the charge included in the provision for overhead. All hand tools in excess of two (2) horsepower rating will be paid for at rental rates not in excess of those current and prevailing in the New Orleans area.

Large construction equipment shall be paid for during time when used exclusively on extra work and at rental rates not in excess of those shown in the "Compilation of Rental Rates for Construction Equipment," latest revision, prepared by Associated Equipment Distributors, 30 East Cedar Street, Chicago Illinois, and subject to approval by Engineer. In the absence of a listing of such equipment in the foregoing publication, charges for such unlisted equipment shall be agreed upon in advance and confirmed in writing by Engineer. The rental rates shall be the lowest applicable to the period during which they are in use. Taxes, if any, applicable to rental shall be added. The foregoing charges shall be understood to include all overhead and profit on such large equipment. If such large equipment is transported to and from the job site solely for the extra work, usual charges, if any, as approved as aforesaid, shall be

added for handling to and from said job site. Fuel and lubricants furnished by Contractor and used in operations solely for extra work shall be added to the foregoing at actual delivered prices paid for them.

The wages of operators for large equipment for periods of extra work shall be carried in the labor payroll for such work and excluded from the rentals of equipment. All rental equipment shall be in first class condition when delivered to site. No payment will be made for equipment repairs and operators' time during periods of repair caused by the following:

- (1) Normal wear and tear.
- (2) The furnishing of defective or inadequate equipment.
- (3) Lack of or improper servicing of equipment.
- (4) Improper operation of equipment.

When extra work is required and is compensated for under any of the three (3) methods (a), (b) or (c) above which is normally performed by a subcontractor, and no capable subcontractor is already on the project, Contractor shall secure competitive bids and shall award the work to the lowest responsible bidder, all subject to the approval of Engineer. If a qualified subcontractor is already employed on the project, that subcontractor shall perform any such extra work required, subject to the terms and conditions of this Article, and shall keep such records of labor, material and equipment charges as shall be required.

In order to adequately reimburse Contractor, together with subcontractors if any, for overhead and profit on the extra work as herein above defined in methods (a), (b) or (c), the following percentages will be utilized as full compensation for all general office, construction office and plant overhead, and profit:

- (a) On Contractor's aggregate cost of labor and materials, when no subcontractor is involved, a single twenty percent (20%) allowance for both overhead and profit.
- (b) On each subcontractor's aggregate cost for labor and materials, a single fifteen percent (15%) allowance for both overhead and profit for subcontractor, in addition to a single eight percent (8%), allowance for both overhead and profit for Contractor. The Contractor's eight percent (8%) shall be computed on the subcontractor's cost after the subcontractor's fifteen percent (15%) has been added.

No verbal order or suggestion given by an employee of Board shall be construed as authorizing or being the basis for any claim on the part of Contractor for extra compensation, either for extra work, materials or equipment, or for damages because of Contractor's compliance therewith. Extra work will constitute the basis for additional compensation to Contractor only when such work is duly authorized as provided under GENERAL CONDITIONS - ARTICLE 19. In case of dispute as

to what does or does not constitute extra work, a decision will be made by Engineer.

ARTICLE 44 - ENGINEER'S CERTIFICATES, PAYMENTS AND ACCEPTANCE

(i) - Unless otherwise provided for, payments shall be made only on amounts certified by Engineer as being due under the terms of the contract, from which, however, Board may make deductions of such amounts as may be required to protect it from claims.

(ii) - The issuance of any payment certificate by Engineer or the payment of any moneys to Contractor, whether due under the contract or not, shall not be considered or construed as an acceptance by Board of the work either in whole or in part, and the said work shall remain at the sole risk of Contractor until it is finally completed and accepted in accordance with these contract documents.

(iii) - Neither Contractor nor Surety shall be released from the whole or any part of the obligations herein assumed by reason of any change in the amount, nature, scope, character or extent of the work, or in any plan or specification, or in the mode or time of payment, or by any extension of time or indulgence granted to Contractor, even though any or all of said acts be without the knowledge and consent of Contractor or Surety, unless such release be expressly made in writing by Board.

(iv) – On all contracts under which work is scheduled to be completed in thirty-one (31) days or less, payment will be made only upon final completion and acceptance of the work, as provided in paragraph (vi) of this Article. On all contracts under which work is scheduled to be performed during a period of time exceeding thirty-one (31) days, payments will be made on or about the first of each month, and final payment will be made as provided in paragraph (vi) of this Article. In his submission of the construction schedule as required under the General Specifications, Contractor shall include a breakdown of his estimated costs for approval by Engineer, which shall serve as a basis for monthly payments. On or about the first of each month, Engineer will estimate the amount of work performed and payment will be made as follows:

- (a) When the contract price, as awarded, is less than five hundred thousand dollars (\$500,000.00), payment will be made in the amount of ninety percent (90%) of the value of work in place and acceptably completed since the last estimate.
- (b) When the contract price, as awarded, is five hundred thousand dollars (\$500,000.00) or more, payment will be made in the amount of ninety-five percent (95%) of the value of work in place and acceptably completed since the last estimate”

(v) - Upon due notice from Contractor of presumptive completion of the entire project, or a specified portion of the project, Engineer will make an inspection. If all construction provided for and contemplated by this contract is found to be SUBSTANTIALLY COMPLETE to his satisfaction, Engineer shall issue a

CERTIFICATE OF SUBSTANTIAL COMPLETION. ("Substantial Completion" is defined as the construction being sufficiently complete in accordance with the Contract Documents, so that the project or a specified portion of the project can be utilized for the purposes for which it was intended). Should this inspection disclose items which are not complete or which require corrections, Engineer shall prepare a list of these items and the estimated cost of completion of the items, which shall be attached to the Certificate of Substantial Completion. These items must be completed within the time specified in the Certificate of Substantial Completion. After these items are completed, another inspection will be made. If necessary additional inspections will be made until all items are complete to the satisfaction of the Engineer.

(vi) - Within fourteen (14) days of the date of substantial completion the Board will issue a formal notice of ACCEPTANCE OF COMPLETED CONTRACT prepared by the Board for the Contractor to record with the Recorder of Mortgages of the Parish in which the work has been done. Not less than forty-five (45) days after the recording of this Acceptance of Completed Contract, the Contractor shall furnish to the Engineer a LIEN AND PRIVILEGE CERTIFICATE issued by the said Recorder of Mortgages certifying that there are no outstanding claims or liens recorded against this project. Upon receipt of the clear Lien and Privilege Certificate and an invoice marked FINAL from the Contractor for the entire balance due including retainage, all prior certificates or estimates upon which payments have been made being approximate only and subject to correction on the final payment, the Contractor shall be paid in full after Engineer is satisfied all quantities shown on final estimate are correct.

(vii) - Whenever the Unit Price Form is utilized, payments will be made as specified in paragraph (iv) above, except that the unit prices shown on the Unit Price Form that was submitted with the Louisiana Uniform Public Work Bid Form will be used by Engineer in the preparation of his estimates for payments."

(viii) - It is expressly stipulated and understood that payment of the full contract amount shall not operate to release Contractor or his Surety from liability for any and all fraud in construction, or in obtaining progress payments, or in payment for materials, labor or other supplies or services incidental to the work, or for any and all claims for damages, loss or injury sustained by any person or persons whomsoever, through the fault, negligence or conduct of said Contractor, his employees, agents or subcontractors.

(ix) - On projects in which parts of the work are turned over to Board for permanent use prior to completion of the contract as a whole, pursuant to GENERAL CONDITIONS - ARTICLE 25, upon written request of Contractor Board may pay all or part of the retained amount, with respect to such portions of the work for which certificate of completion has been given, the amount of such payment to be determined by Engineer; provided that Contractor shall submit to Engineer acceptable evidence that all invoices for materials and all payments due subcontractors have been paid up to that time.

ARTICLE 45 - MOBILIZATION

This work consists of preparatory work and operations, including those necessary for movement of personnel, equipment, supplies and incidentals to the project site; the establishment of offices, buildings and other facilities necessary for work on the project; the cost of bonds and any required insurance; and other preconstruction expenses necessary for start of the work, excluding the cost of construction materials.

Payment for this work shall be as follows:

(a) No direct payment will be made for mobilization, unless supplemental mobilization/demobilization is shown on a Unit Price Form that accompanies the Louisiana Uniform Public Work Bid Form.

(b) When the contract contains a unit price item for supplemental mobilization/demobilization, payment will be made at the price shown on the Unit Price Form that accompanies the Louisiana Uniform Public Work Bid Form, subject to the following provisions:

Partial payments for mobilization will be made in accordance with the following schedule up to a maximum of 10 percent of the original total contract amount, including this item. Payment of any remaining amount will be made upon completion of all work under the contract.

<u>Percent of Total Contract Amount Earned</u>	<u>Allowable Percent of the Lump Sum Price for the Item</u>
1st Partial Estimate	25
10	50
25	75
50	100

No payment adjustments will be made for this item due to changes in the work in accordance with GENERAL CONDITIONS - ARTICLE 19.

If any regulatory entity such as USCG, USACE, SLFPAW, SLFPAE requires any pre-storm mitigation that directs the Contractor to de-mobilize any or all of its equipment, staging, materials, etc. as a precaution to any flood or wind damages impacting navigation, flood protection floodwalls and levees, or general public safety, the Contractor shall comply at no additional cost to the Board.

ARTICLE 46 – MINORITY, WOMEN, AND DISADVANTAGED BUSINESSES AND MONTHLY REPORT SAMPLE

The Board adheres to the bid laws and procurement regulations of the State of Louisiana. In that spirit, the Board strongly encourages maximum participation in all bids by certified and qualified minority, women and disadvantaged business

enterprises as prime contractors and subcontractors, construction-related service providers, and construction materials suppliers. While the Board does not endorse or approve the technical or commercial qualifications of minority, women or disadvantaged contractors, subcontractors, construction-related service providers, or construction materials suppliers, the Board encourages Contractor to solicit bids from them for work on the project, and, toward that end, the Board refers Contractor to the Board's minority and women owned business consultant, Riverworks, which can be reached at 504-896-4600, for assistance.

After award of the contract, the Contractor may be requested to submit to Board (1) a plan for use of certified minority, women or disadvantaged subcontractors, construction-related service providers, and construction materials suppliers by task/function and the estimated dollar value for each; and (2) a list of certified minority, women or disadvantaged subcontractors, construction-related service providers, and construction materials suppliers contacted and considered for this project. To the extent not inconsistent with applicable state and federal laws, the Board will accept the certification of such status by any public body having jurisdiction to do so, e.g., the federal or state government, including the SBA or some similar authorizing agency. Furthermore, Contractor may be requested to submit written monthly reports on utilization of such firms. See attached sample report.

ARTICLE 47 – APPLICABLE LAW

This is a Louisiana contract which shall be subject to, governed by, and interpreted pursuant to the laws of the State of Louisiana without regard to applicable conflict of laws principles. The parties hereby consent and agree to submit any dispute which may arise under the contract to Louisiana courts of competent jurisdiction and venue.

Board of Commissioners of the Port of New Orleans

MINORITY & WOMEN CONTRACTOR'S PARTICIPATION

MONTHLY REPORT

MONTH _____ YEAR _____

Name of MBE/WBE Firm and Corporate Principal	Indicate MBE or WBE	Subcontract Description	Subcontract \$ Value	% of Total Prime Contract Value	Current Month Subcontractor Earnings	Subcontractor Earnings to Date	% Complete	Comments
		S	A	M	P	L	E	

I Certify the above Information to be valid and true to the best of my knowledge and Intentions;

PRIME CONTRACTOR: _____

Authorized Officer _____

Contract Person for Prime Contractor _____

PROJECT TITLE: _____

Title _____

Telephone _____

NTP Date : _____

Date _____

FAX _____

Contract Completion Date: _____

Work Order No. 1-180

SPECIAL CONDITIONS OF THE CONTRACT

The following Special Conditions supplement the General Conditions (given under the preceding Articles 1 through 47, inclusive) with special reference to the contract covered by the attached specifications.

SPECIAL CONDITIONS

ARTICLE 1 - TAXES

To the extent that work is performed or materials purchased in Louisiana, Contractor shall not include in his bid any state and local sales or use tax on materials, supplies, and equipment which are purchased to be affixed, incorporated into or otherwise made a permanent part of the completed Work as well as other taxable services, leases and rentals of tangible personal property used in the completion of the Contract (hereafter referred to as "Applicable Materials and Services").

All purchases of Applicable Materials and Services shall be made by Contractor in its designated capacity as Agent for and on behalf of Board. Board shall provide to Contractor a copy of the Department of Revenue & Taxation Form R-1020 ("Designation of Construction Contractor as Agent of Government Entity") at the time of the Notice to Proceed after award of the Contract. Contractor shall submit this form to the Department of Revenue and Taxation for the purpose of obtaining a Certificate of Sales Use Tax Exemption/Exclusion. Contractor shall present to vendors and suppliers of Applicable Materials and Services a copy of the Department of Revenue and Taxation Form R-1056 ("Certificate of Sales Use Tax Exemption/Exclusion") when purchasing Applicable Materials and Services for the project.

The designation of Contractor by Board as its agent in accordance with LAC 61:I.4301 is for the limited purpose of purchasing Applicable Materials and Services in furtherance and performance of the Work specified in the Contract and is not intended nor should it be construed as a designation of Contractor as agent for any other purpose.

All Applicable Materials purchased by Contractor as Board's agent exclusively for the project specified in this Contract, but not actually used, shall belong to and become the property of Board. All whole, unused Applicable Materials not incorporated into the Work shall be picked up by Board at its expense on notification by Contractor. When the said Applicable Materials are turned over to Board, Contractor shall provide to Board a certified list of items being transmitted to Board. All rights and warranties with respect to the Applicable Materials shall inure to the benefit of Board.

Nothing in this Article nor in any other article of these specifications is intended nor should be construed to alter, amend, or otherwise revise the responsibilities of Contractor, whether express or implied herein, to:

- (a) fully insure the Applicable Materials to be used on the project or stored on or off site of the project;
- (b) insure the progress of the project prior to Final Acceptance in accordance with the provisions of SPECIAL CONDITIONS - ARTICLE 2 ("Insurance");
- (c) warrant the Applicable Materials furnished under the Contract;

(d) indemnify the Board in accordance with the provisions of GENERAL CONDITIONS - ARTICLE 27 ("Indemnity");

(e) alter, amend, or otherwise revise the method of payment as provided in GENERAL CONDITIONS - ARTICLES 42 "Payments", 43 ("Extra Work"), and 44 ("Payments & Acceptance");

(f) alter, amend, or otherwise revise the right of Board to accept or reject any of the Work during the progress of the project or to make or have made inspections of the Work as it progresses in accordance with provisions of GENERAL CONDITIONS - Article 15 ("Inspections");

(g) provide for the safety, protection, and security of the Applicable Materials throughout the progress of the project in accordance with the provisions of SPECIAL CONDITIONS - ARTICLE 2 ("Insurance");

(h) furnish and maintain liability and property insurance coverage for damage, loss or destruction of the Applicable Materials until Final Acceptance in accordance with the provisions of SPECIAL CONDITIONS - ARTICLE 2 ("Insurance"); and

(i) remit to the pertinent taxing authority any taxes other than sales and use tax that may be applicable to the project for which Board or Contractor as Board's agent do not enjoy a legitimate exemption or exclusion.

Nothing herein shall be construed to relieve Contractor or any subcontractor from the payment of any sales, use or other taxes with respect to purchases of material, supplies or equipment which are not to be incorporated into the Work or used solely in the fulfillment of the obligations to be performed under this Contract, provided Contractor has complied with the terms of this Contract and all applicable laws and procedures.

In the event that Contractor is subject to a sales or use tax audit by either the State of Louisiana or a local taxing authority, and the taxing authority assesses taxes on any Applicable Materials and Services, Board agrees to defend its tax-exempt status as a political subdivision and the Contractor as its agent. Should the taxing authority prevail in imposing sales or use taxes on any purchases of Applicable Materials and Services, Board agrees to reimburse Contractor for those taxes or to pay the taxes directly to the taxing authority, but only to the extent that Contractor has complied with the terms of this Contract and all applicable laws and procedures.

SPECIAL CONDITIONS

ARTICLE 1.1 – EFFECT OF ARTICLE 1 THROUGHOUT THIS CONTRACT

The addition of SPECIAL CONDITIONS - ARTICLE 1 as amended above with regard to the exemption of Contractor as Board's agent from the payment of sales and use taxes for the Applicable Materials and Services as defined above is meant to alter, amend, and revise any provision contrary to the amended SPECIAL CONDITIONS - ARTICLE 1 which may appear elsewhere in this Contract, whether in the General or Special Conditions, with regard to the payment of sales and use taxes. Therefore, wherever throughout this Contract there is any mention of liability for the payment of sales and use taxes for Applicable Materials and Services which conflicts with the provisions of the amended SPECIAL CONDITIONS - ARTICLE 1, the terms of SPECIAL CONDITIONS - ARTICLE 1 as stated herein shall control as if they were repeated each time.

SPECIAL CONDITIONS

ARTICLE 2 - INSURANCE REQUIREMENTS FOR CONTRACTORS

1. General Insurance Requirements

- a. **Insurance Companies:** All insurance shall be written with insurance companies authorized and licensed to do business in the State of Louisiana and acceptable to the Board (Best's rating A-, VI, or better). Self-insurance programs authorized by the Commissioner of Insurance of the State of Louisiana for workers' compensation insurance are acceptable with the submission of a notarized copy of the contractor's authority to self insure.
- b. **Primary Insurance:** All insurance required herein shall be primary to any similar insurance that may be carried by the Board for its own protection.
- c. **Insurance Certificates:** Before this contract becomes effective, Contractor shall furnish to the Board's risk manager **original, manually signed** certificates evidencing that it has procured the insurance herein required. Current insurance certificates must be provided for the coverages required herein during the entire term of this agreement.
- d. **Named Insured:** Except for the workers' compensation insurance and the professional liability insurance, the Board shall be named as an additional insured on all policies required herein. In those instances where the Contractor is to do work on a site the Board leases to a tenant, Contractor shall have the tenant named as an additional insured on Contractor's CGL policy. Contractor shall inquire of the Board which tenant is to be so named, if the Board has not notified the Contractor.
- e. **Waiver of Subrogation:** All insurance policies required herein, as well as any other insurance carried by the Contractor for its protection or the protection of its property on the contract, shall provide that the insurers waive any rights of subrogation in favor of the Board.
- f. **Notice of Cancellation:** All policies required herein shall provide for **thirty (30)** days written notice of cancellation or material change to be sent to the Board at P.O. Box 60046, New Orleans, LA 70160, Attention: Risk Manager.
- g. **Maintaining Insurance:** All insurance policies herein required shall remain in full force and effect for the duration of the contract. If any insurance required herein is canceled or materially changed and not immediately replaced during the term of this contract the Board reserves the right to purchase insurance at the expense of the Contractor to protect the Board's interest. The furnishing of insurance shall not relieve the Contractor of the responsibility for losses not covered by insurance.

- h. **No Representation or Warranty:** The Board makes no representation or warranty that the insurance set forth in this Section will be sufficient to protect the Contractor's interests.
 - i. **Deductibles:** The contractor shall be responsible for the full amount of any deductible associated with any of the insurance policies required herein.
- 2. **Comprehensive General Liability Insurance** - Contractor shall procure and maintain at Contractor's sole cost and expense comprehensive general liability insurance (**on an occurrence basis**) with limit of liability of not less than one million dollars (\$1,000,000) for all injuries or deaths resulting to any one person or from any one occurrence. The aggregate limit for products and completed operations shall be not less than one million dollars (\$1,000,000). The limit of liability for property damage shall be not less than one million dollars (\$1,000,000) for each occurrence and aggregate. Coverage under such insurance shall also include damage hazards. This insurance shall include coverage for explosion, collapse and underground property damage hazards, completed operations and a broad form contractual endorsement. Where contractor's operations include the use of water craft, the water craft exclusion in the comprehensive general liability policy shall be eliminated. A combination of primary and excess liability insurance may be used to satisfy the conditions of this paragraph.

In addition to the insurance requirements provided herein by the Board, **THE CONTRACTOR MUST COMPLY WITH DETAILED INSURANCE REQUIREMENTS OF THE NORFOLK SOUTHERN RAILWAY COMPANY SHOWN IN ARTICLE 2, SECTION 5.**

We **STRONGLY** suggest that respondents give the insurance requirements to their broker to ensure that **ALL** requirements are exactly compliant with the Railroad's requirements. Insurance documents which fail to comply will be rejected.

- 3. **Comprehensive Motor Vehicle Liability Insurance** - Contractor shall procure and maintain at contractor's sole cost and expense comprehensive motor vehicle liability insurance which **shall include hired car and non-ownership coverage** with limit of liability of not less than one million dollars (\$1,000,000) for all injuries or deaths resulting to any one person or from any one occurrence. The limit of liability for property damage shall be not less than one million dollars (\$1,000,000) for each occurrence and aggregate.
- 4. **Workers' Compensation Insurance** - Contractor shall procure and maintain at Contractor's sole cost and expense workers' compensation insurance which will protect Contractor from claims under the Louisiana Workers' Compensation Act (LSA 23:1021, *et. seq.*). If Contractor's employees qualify for compensation benefits under the provisions of the federal Longshoremen's and Harbor Workers' Compensation Act (33 USC 901, *et. seq.*), Contractor shall also procure and maintain insurance which will protect Contractor from claims under the LHWCA. The limits of liability under the employer's liability section of the workers' compensation policy, as well as both compensation schemes, shall be not less than one million dollars (\$1,000,000). If Contractor's employees qualify for compensation benefits for injury or death under the provisions of the Jones Act (46 USC 688, *et. seq.*) and under the general maritime law, Contractor shall also procure and

Special Conditions

maintain insurance to cover such claims with a limit of not less than one million dollars (\$1,000,000).

5. Railroad Insurance Requirements - Norfolk Southern Corporation:

In accordance with the requirements of this Board and the Norfolk Southern Corporation (Railroad), the Contractor shall comply with the Railroad's insurance requirements, as follows:

- A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:
1. a. Commercial General Liability Insurance having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name Railroad specified in item A.2.c. below both as the certificate holder and as an additional insured, and shall include a severability of interests provision.
b. Automobile Liability Insurance with a combined single limit of not less than \$1,000,000 each occurrence for injury to or death of persons and damage to or loss or destruction of property. Said policy or policies shall be endorsed to name Railroad specified in item A.2.c. below both as the certificate holder and as an additional insured and shall include a severability of interests provision;
 2. Railroad Protective Liability Insurance having a combined single limit of not less than \$2,000,000 each occurrence and \$6,000,000 in the aggregate applying separately to each annual period. If the project involves track over which passenger trains operate, the insurance limits required are not less than a combined single limit of \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

The standards for the Railroad Protective Liability Insurance are as follows:

- a. The insurer must be rated A- or better by A.M. Best Company, Inc.
- b. NOTE: NS does not accept from insurers Chartis (AIG or Affiliated Company including Lexington Insurance Company), Hudson Group or Liberty or Affiliated Company, American Contractors Insurance Company and Erie Insurance Company including Erie Insurance Exchange and Erie Indemnity Company.
- c. The policy must be written using one of the following combinations of Insurance Services Office ("ISO") Railroad Protective Liability Insurance Form Numbers:
 - (1) CG 00 35 01 96 and CG 28 31 10 93; or
 - (2) CG 00 35 07 98 and CG 28 31 07 98; or

- (3) CG 00 35 10 01; or
- (4) CG 00 35 12 04; or
- (5) CG 00 35 12 07; or
- (6) CG 00 35 04 13.

d. The named insured shall read:

Norfolk Southern Corporation and its subsidiaries
Three Commercial Place
Norfolk, Virginia 23510-2191
Attn: S. W. Dickerson Risk Management

(NOTE: NS does not share coverage on RRPL with any other entity on this policy)

- e. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Board requisition, work order, and project and contract identification numbers.
- f. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number. NOTE: Do not include any references to milepost, valuation station, or mile marker on the insurance policy.
- g. The name and address of the prime contractor must appear on the Declarations.
- h. The name and address of the Board must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."
- i. All coverages must be in full force and effect upon receipt and the railroad protective policy period term must be active for a one (1) year minimum policy period term
- j. Endorsements/forms that are **required** are:
 - (1) Physical Damage to Property Amendment
 - (2) Terrorism Risk Insurance Act (TRIA) coverage must be included
- k. Other endorsements/forms that will be accepted are:
 - (1) Broad Form Nuclear Exclusion – Form IL 00 21
 - (2) 30-day Advance Notice of Non-renewal or cancellation
 - (3) Required State Cancellation Endorsement
 - (4) Quick Reference or Index Form CL/IL 240
- l. Endorsements/forms that are **NOT** acceptable are:
 - (1) Any Pollution Exclusion Endorsement except CG 28 31
 - (2) Any Punitive or Exemplary Damages Exclusion
 - (3) Known injury or Damage Exclusion form CG 00 59
 - (4) Any Common Policy Conditions form
 - (5) An Endorsement that limits or excludes Professional Liability coverage
 - (6) A Non-Cumulation of Liability or Pyramiding of Limits Endorsement
 - (7) An Endorsement that excludes TRIA coverage
 - (8) A Sole Agent Endorsement
 - (9) Any type of deductible endorsement or amendment
 - (10) Any other endorsement/form not specifically authorized in item no. 2.k above.

- B. If any part of the work is sublet, similar insurance, and evidence thereof as specified in A.1 above, shall be provided by or on behalf of the subcontractor to cover its operations on Railroad's right of way.
- C. All insurance required under the preceding subsection A shall be underwritten by insurers and be of such form and content, as may be acceptable to the Railroad. Prior to entry on Railroad right-of-way, the original Railroad Protective Liability Insurance Policy shall be submitted by the Prime Contractor to the Board at the address below for its review and transmittal to the Railroad. In addition, certificates of insurance evidencing the Prime Contractor's and any subcontractors' Commercial General Liability Insurance shall be issued to the Railroad and the Board at the addresses below, and forwarded to the Board for its review and transmittal to the Railroad. The certificates of insurance shall state that the insurance coverage will not be suspended, voided, canceled, or reduced in coverage or limits without (30) days advance written notice to Railroad and the Board. No work will be permitted by Railroad on its right-of-way until it has reviewed and approved the evidence of insurance required herein.

BOARD:

Risk Manager
 Port of New Orleans
 P.O. Box 60046
 New Orleans, LA 70160-0046

RAILROAD:

Risk Management
 Norfolk Southern Corporation and its subsidiaries
 Three Commercial Place
 Norfolk, Virginia 23510-2191

- D. The insurance required herein shall in no way serve to limit the liability of Board or its Contractors under the terms of this agreement.

The Contractor shall furnish originals of the policies to the Board and Railroad as well as certificates of insurance evidencing the other insurance requirements specified herein before commencing any work. No direct payment will be made for providing the required insurance. Norfolk Southern Corporation does not accept initial insurance submissions via email or facsimile. The Railroad requires two (2) forms of insurance in the initial insurance submission 1) the original or certified true copy of the railroad protective liability insurance policy and 2) the contractor's commercial general, automobile, and workers' compensation liability insurance certificate of liability insurance as summarized herein. Both should be sent via US Mail or overnight carrier under cover to the attention of Mr. Scott Dickerson at the Norfolk Virginia address above.

We **STRONGLY** suggest that respondents give these requirements to their broker to ensure that **ALL** requirements are exactly compliant with the Railroad's requirements. Insurance documents which fail to comply will be rejected.

6. **Builder's Risk** - Contractor shall procure and maintain at Contractor's sole cost and expense builder's risk insurance which shall be the all risks type and shall protect Contractor and Board against all risks of damage to structures, materials, equipment, and buildings, excluding damages due to flood and earthquake. The amount of such insurance shall be not less than the value of the Work at completion. Such insurance shall be issued subject to a deductible not to exceed ten thousand dollars (\$10,000) which will be for the

Special Conditions

account of the Contractor.

Builder's risk insurance shall provide for losses to be payable to Contractor and Board as their interest may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against Contractor and the Board.

7. Professional Liability Insurance – Not Used.

SPECIAL CONDITIONS

ARTICLE 3 – CONTRACT TIME AND REQUIRED COORDINATION OF WORK

(a) General

It is the responsibility of the Contractor to coordinate his work to minimize the inconvenience to the Board's forces working adjacent to the Contractor's work areas.

(b) Coordination of Work

Contractor shall confine his operations to within the limits of work shown on the Drawings and he shall restrict his operations to the least amount of area necessary to perform the work.

The Contractor shall coordinate his work, well in advance of any construction, with the Engineer, the U.S. Coast Guard, and Norfolk Southern Corporation (Railroad).

(c) Contract Time

In accordance with the terms of the specifications and the general and special conditions of the contract documents, especially SPECIAL CONDITIONS - ARTICLE 4, paragraph (f) and SPECIAL CONDITIONS - ARTICLE 7, the Contractor shall begin work at the project site within ten (10) calendar days after date set forth in Notice to Proceed from the Board, and to complete all work within the number of consecutive calendar days equal to the sum of ninety (90) and the Time to Operation so marked on the Contractor's bid, not to exceed one hundred and eighty (180) consecutive calendar days.

In addition to completing all work within the specified number of consecutive calendar days as previously noted, the Contractor must restore the bridge to operational status within the number of consecutive calendar days marked on the Contractor's bid as Time to Operation, after date in said Notice to Proceed, subject to the assessment of ascertained and liquidated damages of five thousand dollars (\$5,000) per calendar day of delay.

(d) Sequence of Work

The Contractor shall submit his Project Schedule and planned Sequence of Work in sufficient detail for review by the Engineer prior to the commencement of on-site work.

SPECIFICATIONS
FOR
INNER HARBOR - NAVIGATION CANAL
SEABROOK BRIDGE
SECOND LINK REHABILITATION

SPECIAL CONDITIONS

ARTICLE 4 - GENERAL SPECIFICATIONS

(a) Extent of Entire Project

The work consists of furnishing all labor and equipment, and some material for removal and replacement of the pin assemblies of the second link pin connection on the lakeside and riverside trusses, including installation and removal of all temporary support structures, as well as retainer bolt replacement of the first link pin connection on the lakeside and riverside trusses, as described on the drawings, together with all required miscellaneous and incidental work.

The Contractor shall schedule and conduct his operations in such a manner as to cause the least possible inconvenience to the Railroad, thereby permitting the Board and the Railroad to conduct their operations in a satisfactory manner throughout the contract period.

(b) General Requirements

The Contractor shall furnish any and all work and materials incidental to the items listed above and as may be indicated on the drawings or in these specifications as necessary to complete the project in full compliance with the contract documents.

In general, the work under this contract consists of furnishing all materials and labor, and performing all work required (except as otherwise provided in SPECIAL CONDITIONS - ARTICLE 4 (d)) for completing the work shown on the Drawings and called for in these Contract Documents. The work essentially consists of, but is not limited to, the following:

1. Removal and replacement of pin assemblies in the second link pin connections to the lakeside and riverside trusses.
2. Removal and replacement of retainer bolts on pin assemblies in the first link pin connections to the lakeside and riverside trusses.
3. Temporarily supporting the bridge counterweight during the pin replacement procedure.

In addition to the work and material listed above, Contractor shall furnish any and all work and material incidental to the items listed above and as may be indicated on the Drawings or in these Specifications as necessary to complete the project in full compliance with the Contract Documents.

Contractor shall accept the work site as found at commencement of "on-site" work, and he shall verify the scope of all work and all dimensions and details in the field and report any discrepancies noted to the Engineer.

All work shall be done as described in the Specifications and shown on the Drawings, and in strict accordance therewith, to the satisfaction of the Engineer.

The Contractor shall lay out all work, check overall dimensions against intermediate dimensions, check and verify existing measurements and refer discrepancies, if any, to the Engineer for direction.

The Contractor shall install, maintain and remove all construction equipment and auxiliary devices, and shall be responsible for the safe, proper, and lawful maintenance of same. The Contractor will be held responsible for any loss of materials on the site or incorporated in the construction and site including vandalism, theft and malicious mischief within his limits of work as indicated on the Drawings. Any losses involved, damages, etc. occurring shall be replaced or restitution made agreeable to the Board, as the case may be, at no cost to the Board, until completion and acceptance of the work.

The Construction Industry, OSHA Safety and Health Standards (29) CFR 1926/1920), U.S. Department of Labor, Occupational Safety and Health Administration Revised 1987 publication OSHA 2207 shall be made part of these Specifications and contract requirements for the construction and occupancy by the Board.

(c) Board's Drawings and Specifications

Copies of data furnished by Board or Engineer to Contractor or Contractor to Board or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

Accompanying these specifications, and forming an integral part thereof, are the Board's Drawings which numbers are listed in the "Table of Contents."

(c-1) Submittals

Whenever work is to be fabricated and/or machined specifically for this Contract, the Contractor shall submit, for approval, final shop and erection drawings, manufacturer's drawings, catalogue cuts and/or literature covering products (equipment, fixtures, devices, etc.) to be furnished or for items of work for which submittals are required in the technical specifications, all as soon as possible. These are to be delivered to the Board of Commissioners of the Port of New Orleans, Engineering Dept., 1350 Port of New Orleans Place, P.O. Box 60046, New Orleans, Louisiana 70160, Attention: Engineering Director. The checking and approval as to overall conformity with the Contract Document will not be considered to waive any of the provisions of these Contract Documents and shall not release the Contractor from responsibility for the corrections of his submittals nor for errors in details which may interfere with erection. All submittals transmitted for approval shall be in strict conformity thereto as provided for under "Request for Alterations or Substitutions." Prior to transmittal, all submittals must be thoroughly checked by Contractor to insure this conformity. In addition, the Contractor must be certain that any equipment he proposes to furnish and/or install will fit and functionally operate within the designated available space. Clearances shall be functional and as specified. Each submittal shall have Contractor's signed statement that the above requirements have been met and that he approves it for submission, such as "Reviewed and approved by XYZ Construction."

Whenever required in the technical Specifications, the originator of the shop drawings or data shall certify compliance with the Contract Documents except for deviations specifically identified as a variation and noted clearly on the submittal.

If the Contractor fails to comply with the requirements of SPECIAL CONDITIONS - Article 4 (c-1), the Engineer will not review the submittal and it will be returned stamped "NOT ACCEPTED FOR REVIEW."

Submittals not required by the Contract Documents will not be reviewed and will be returned stamped "NOT APPLICABLE."

Such submittals, properly checked before submission, shall be delivered to the Board in a timely manner to allow review by the Board prior to ordering or fabrication. These submittals are to be requested within the time stated in Subsection c-2 and will be reviewed by the Board within fourteen (14) calendar days, not including Board holidays, after receipt. After Board's review the Contractor shall pick up submittals from the Board. Submittal and checking time is included in total time for completion of work.

Submittals/shop drawings reviewed by the Engineer shall be returned stamped with one of the following:

1. CONFORMS WITH CONCEPT

The Engineer's review found no objectionable deviations and it conforms with the design concept.

2. CONFORMS WITH CONCEPT AS NOTED

The Engineer's review found no major deviations from the contract requirements. Minor discrepancies or deficiencies were noted onto the drawing or submittal. Corrected copies are not required for re-submittal, however the item is to be furnished in accordance with the Engineer's notes. If the contractor, supplier, or manufacturer takes exception to any of the Engineer's comments, then corrected or supplemental data is to be re-submitted.

3. REVISE AND RESUBMIT

The Engineer found major discrepancies or deficiencies such that the submittal/shop drawing must be corrected to comply with the Contract Documents and re-submitted.

4. NOT ACCEPTED

It is the Engineer's opinion that the item submitted does not meet the Contract Document requirements. The correct data must be re-submitted.

The Engineer's review is to determine if the shop drawing, catalog brochure, letter, etc., conforms to the design concept and the requirements of the Contract Documents. Design concept relates to the final, in-place installation of material and equipment as part of a functioning whole project as required by the Contract Documents.

Time lost because of submission by Contractor of incorrect or incomplete submittals will not be cause for extension of specified contract period.

The Contractor shall follow up requests for approval, if not acknowledged within the time designated above, to avoid loss of submittals in mail or in handling.

The Contractor shall furnish at least six (6) complete sets of check prints plus the number of additional copies over two (2) required for return to Contractor; four (4) of these copies will be retained for use by the Board and the others returned. The Contractor shall furnish, for Board use, four (4) sets of prints of all final drawings, plus one or more sets of prints for return to Contractor after approval.

The Contractor, at his option, may elect to submit one (1) reproducible drawing and two (2) check prints, in which case, one (1) marked-up reproducible will be returned to the Contractor for his duplication.

Where manufacturer's drawings or catalogue cuts are required, the quantities required shall be the same as above. Two (2) of these **MUST BE PRINTED ORIGINALS** which will be kept by the Board for its records. Those submittals which do not contain two (2) originals will not be accepted.

All catalogue cuts, brochures or other literature submitted shall be manufacturer's latest issue in current use.

All information on all submittals must be clearly legible. Those submittals which

are not clearly legible will not be accepted. Any variations from the Contract Documents made by the supplier, manufacturer or Contractor shall be clearly identified.

As far as practical, drawings shall be submitted in installments as to avoid any unnecessary concentration of checking by Board.

When submission of manufacturer's catalogue cuts or brochures is required to described items of equipment to be furnished by Contractor, each brochure shall include manufacturer's name, catalogue number and dimensions, and shall indicate all modifications to standard equipment. Each piece of literature shall be clearly marked to indicate the specific type or catalogue number of the item to be supplied, and the location and application for which it is intended, for example: "limit switch No. 000XYZ, upper travel limit for overhead rolling door, Bay No. 42." All such submittals shall bear the title of the project, in the case of shop and erection drawings, each shall additionally bear an appropriate drawing number.

If the submittal data is bound in a folder, the outside of the folder shall be clearly marked with the name of the job, otherwise each individual sheet must carry this identification.

Each submittal package presented for review must be accompanied by an itemized list of all items submitted.

All manufacturers' literature as well as Contractor's shop and erection drawings, as above specified, which are submitted without proper marking and identification, will not be reviewed by the Board, but will be returned for proper marking as required.

Whenever Contractor's drawings and/or catalogue cuts are returned to him marked other than "Conforms with Concept" or "Conforms with Concept as Noted," he shall correct these documents and resubmit for final review and distribution. No product shall be purchased or work fabricated until final corrected submittals, shop drawings and/or catalogue cuts are reviewed by Board and returned to Contractor marked "Conforms with Concept" or "Conforms with Concept as Noted."

Within ten (10) days after substantial completion of the work, the Contractor shall furnish the Board, at contractor's expense, one complete set of vellum reproduces of all final shop and erection drawings. Vellum shall be of quality acceptable to Board. No part of the retainage due Contractor will be paid until all such vellum reproduces have been furnished, and accepted by the Board.

SUBMITTAL SCHEDULE

At the time the construction schedule is submitted, a schedule shall be submitted of the items of materials and equipment for which submittals are required by the specifications.

For each required submittal, the date shall be given for intended submission of the submittal to Engineer for review and the date required for its return to avoid delay in any activity beyond the scheduled start date. Sufficient time shall be allowed for initial review, correction and resubmission, and final review of all submittals. In no case will a

schedule be acceptable which allows less than fourteen (14) calendar days, not including Board holidays, for each review by Engineer.

MAINTENANCE AND OPERATION MANUALS AND AS-BUILT DRAWINGS

Within ten (10) days after substantial completion, the Contractor shall submit two copies of all maintenance and/or operation manuals, installation drawings, instructions, calibration manuals and assembly instructions received or used for this contract.

The Contractor shall be responsible for keeping accurate records and up to date "as-built" drawings of any additions or modifications to the original Drawings. These "as-built" drawings shall be available for viewing on the site at all times and shall be reviewed by the Engineer at the monthly progress meetings.

In addition the Contractor shall submit one (1) set of "as built" drawings marked in red showing all significant deviation from the drawings, including changes in material, location, size, quantity, etc. Dimensions shall be given for underground runs and hidden installations. All "as-built" drawings shall be approved by the Engineer. Final payment shall not be issued until all "as-built" drawings are completely submitted and approved by the Board.

(c-2) Requests for Alterations or Substitutions

Should the Contractor desire to make alterations or substitutions during the contract period of any nature whatsoever, he shall formally request approval of the same, in writing, from the Board. Such approval of a change or substitution will only be valid when issued to the Contractor, in writing, over the signature of the Manager of Construction Services.

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or approved equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or approved equal" item of material or equipment may be furnished or used by the Contractor if acceptable to Engineer, application for such acceptance shall be submitted for prior approval no later than seven working days before the date of the bid opening, set out in accordance with the procedure set out in Article 11 of the General Conditions.

(d) Furnished by the Board

Either with its own forces or otherwise, the Board will provide the following items for this project:

1. Engineering services to the extent stated in GENERAL CONDITIONS - ARTICLE 37 and testing laboratory services as stated in paragraph (e-1).
2. Board's facilities to the extent stated in SPECIAL CONDITIONS - ARTICLE 4 (g).
3. Space, if available, near the project area for storage of Contractor's tools

and equipment but without responsibility on part of the Board for security thereof.

4. Bronze bushings and steel pins, shear pins, insert plugs and sleeves as described on sheet M3D-8025-M03 of the Board's drawings.

The Contractor shall pay for damage caused by his forces to structures, materials delivered to him, or to trucks or equipment, which are property of the Board or others, or which might be used in providing the above mentioned work, services or materials.

Well in advance of time needed, the Contractor shall make requests to the Engineer or responsible representative for delivery of materials or services to be furnished as above.

(e) Furnished by the Contractor

The items of labor, materials, or other details specifically mentioned in these Specifications or the accompanying Plans, or attached contract form, as being supplied by the Board, are the only items which the Board will furnish; and everything else required for a complete job under this contract shall be furnished by the Contractor at his expense.

Contractor will be required to meter and pay for water on Board property after making proper arrangements with the Board's Maintenance Department. (See Section 1500)

(e-1) Materials Tests

The Board reserves the right to conduct tests of all materials for compliance with the specifications. These tests will be performed at the direction and under the general supervision of the Engineer. Whenever practicable, sampling of materials will be done at the project. If such tests show the materials do not meet specifications, the cost of the tests shall be at the Contractor's expense and will be deducted from amounts due the Contractor. The Board will assume the costs of tests ordered by the Engineer on materials found to meet the specified requirements.

All welds shall be subject to spot nondestructive testing by any method(s) which, in the judgment of the Board, may be required to establish the soundness of any and all welds in conjunction with this Article (e-1), and in accordance with the American Welding Society BRIDGE WELDING CODE AWS D1.5, Section 6, Inspection.

The Contractor is obligated without extra cost to Board, to render all reasonable assistance needed at his plant or shop or at job site in connection with sampling and testing materials or products.

(f) Construction Program

Contractor shall proceed with the work at project site under this Contract within ten (10) calendar days after date set forth in Notice to Proceed and all work shall be

completed within the time stipulated in **ARTICLE 4 - TIME LIMITS AND ORDER OF BEGINNING AND COMPLETION** and subject to assessment of ascertained and liquidated damages as set forth in **ARTICLE 5 - ASCERTAINED AND LIQUIDATED DAMAGES** both of the **GENERAL CONDITIONS** section of these contract documents.

Immediately after written date of notice to begin work under this Contract, the Contractor shall line up his forces and equipment, do other preparatory work, and maintain the following work schedule:

1. Begin work within ten (10) calendar days after date set forth in Notice to Proceed and complete all work within the number of consecutive calendar days stipulated under BID OF CONTRACTOR, and subject to the ascertained and liquidated damages set forth therein.

If requested by the Engineer, the Contractor shall, within 15 consecutive calendar days after notice to begin work under this Contract, or at such later date as may be determined by the Board, prepare and submit to the Board for approval, a construction schedule, showing the order in which the Contractor proposes to accomplish the work, the date on which he plans to start each of the various phases of construction (including procurement of materials and equipment) and the contemplated date on which he proposed to complete each such operation. The schedule shall be in the form of a progress chart suitable to indicate the percentage of work scheduled for completion at any time and the anticipated monthly progress payments. The Contractor shall further submit regular progress reports to the Board. A progress report shall be submitted for each calendar month or other suitable period as may be determined in advance by the Board. The actual progress attained during the period shall be entered on a copy of the progress chart and delivered to the Board within five (5) working days following the end of the period covered. All charts shall be submitted in triplicate. Progress shall be indicated as a percentage completed for each phase of construction scheduled, plus an overall percentage completed for the entire project. Charts shall be compiled in the form of "bar graphs" and "S" curves on appropriate sheets of such length and width as may be required to plot the graphs to a scale approved by the Board. Immediately following award of contract the Board will furnish a sample copy of each required type of chart to the Contractor. Should the construction program be delayed, the Board may require a revised schedule, and same shall be provided within fifteen (15) consecutive calendar days after date of Board's request, by Contractor and at Contractor's expense. Should the Contractor fail to submit a construction schedule within the time herein prescribed the Board shall have the right to order all work on the project to cease until such time as an acceptable schedule is furnished, and without any extension of the contract period for time so lost. Failure to submit a progress report within the time herein prescribed will be cause for the Board to withhold approval of progress payment until such time as Contractor submits the required progress report. Consistent with the schedule, the Contractor shall inform the Board in advance, sufficiently in time to permit the Board to make proper arrangements, whenever services furnished by the Board, or inspections of materials are needed by the Contractor.

PROGRESS MEETINGS

If requested by the Engineer, Contractor shall schedule and hold regular progress meetings at least monthly and at other times as requested by Engineer or

required by progress of the Work at the project site. Contractor, Board Quality Control Engineer, Project Engineer, Field Project Representative, Contractor's Project Manager and Superintendent and all Subcontractors active on the site shall be represented at each meeting or as required by the Engineer. Contractor may at his discretion request attendance by representatives of his suppliers, manufacturers, and other Subcontractors. Contractor shall be fined \$250 if his Project Manager or Superintendent of record fail to attend the schedule progress meeting. Fines shall be deducted from the progress payments.

Contractor shall preside at the meetings and provide for keeping and distribution of the minutes. The purpose of the meetings will be to review the progress of the work, maintain coordination of efforts, discuss changes in scheduling, submittal data, anticipated work, pay requests, etc. and resolve other problems which may develop.

Time will not be extended because of inclement weather ordinarily liable to occur during the contract period, or regularly established holidays, whether set by law or labor rules. Forces employed and rate of progress must be sufficient for the work as scheduled, and to compensate for usual non-working hours. If work lags, sufficiently increased forces and hours shall be used to maintain the schedule.

Time will not be extended due to high lake stages ordinarily liable to occur during the Contract Time.

Throughout the progress of the job, Contractor shall provide sufficient materials, labor, tools and equipment needed to carry on the various types of work required in proper sequence and in an orderly and efficient manner to complete all items of work as promptly and satisfactorily as possible.

The Board has established the following time to be lost "because of inclement weather ordinarily liable to occur during the contract period":

January	4 work days
February	4 work days
March	4 work days
April	2 work days
May	2 work days
June	2 work days
July	2 work days
August	2 work days
September	0 work days
October	0 work days
November	2 work days
December	<u>2 work days</u>
TOTAL	26 work days

From commencement of construction through final acceptance of the project, the Contractor shall provide a competent, qualified, experienced superintendent at the job site during all working hours.

Time extensions will be granted when inclement weather, as defined herein,

prevents the Contractor from performing work (critical to the construction schedule at the time the adverse condition occurs) for more than the number of work days stipulated above.

The Contractor shall coordinate time and location of deliveries of material and equipment to the project site with the Engineer. The Contractor shall have his own representative receive all deliveries. The Contractor shall be fully responsible for all items delivered to the project site and shall provide, at his expense, all necessary protection and security for same.

(g) Construction Site

The site of the work is located at the Seabrook Bridge over the Inner Harbor-Navigation Canal (IH-NC) in New Orleans, Louisiana, as shown on the "Vicinity Map" on the Board's Drawings.

Bidders are encouraged to familiarize themselves with the project scope by attending the pre-bid meeting, reviewing the Plans and Specifications, and asking questions prior to bidding, and to investigate operations of the Board and others at the site, or in the vicinity, and conditions existing and liable to exist during the time of the work, and their possible effect on receipt and storage of materials, difficulties in performing the work and rate of progress. Operations of the Board or others shall not be interfered with or interrupted, except as herein stipulated or as may be necessary and only by previous arrangement with the Engineer.

In his use of the construction site described above, the Contractor will be responsible for the safety of his own equipment with reference to all hazards. All personnel who enter Board terminals in areas with cargo or construction activity, may be denied access if a hard hat and a safety vest is not worn.

The Contractor shall confine his Construction operation and shall use due care in placing construction tools, equipment, pipe materials and supplies, so as to cause no damage to property and interference with Port traffic. Materials may be stored only within areas designated by Engineer. If materials are stored elsewhere, it shall be at the Contractor's risk, and if interfering with a tenant's operation, shall be relocated promptly without any cost to the Board. Continuous coordination between Contractor and Board's tenants shall be maintained and both shall cooperate fully in maintaining operations of both Contractor and tenants concurrently with as little interference and inconvenience as possible.

Contractor shall make his own arrangements for receiving his materials and shall assume full responsibility for security of all items stored at the work site, including equipment and tools. Contractor shall devise his own methods for access.

Contractor shall occupy an area only so long as is necessary, and shall remove all equipment, temporary construction, scrap material, litter and debris immediately when his use of that area is no longer needed.

The Contractor is also expected to observe and to be cognizant of the existing conditions of river and soil, and how these conditions (river and soil) can change during

the time of the work due to a seasonal change, and/or inclement weather, and how these operations and conditions could affect the receipt and storage of materials, problems of performing the work in this contract and its rate of progress.

The Contractor shall observe all rules and regulations of the local levee authorities and of the Federal Government in regard to performing work at his location, particularly those of the Orleans Levee District, U.S. Coast Guard and U.S. Army Corps of Engineers. The Contractor shall also observe all rules and regulations applicable to railroad, highway and navigation operations, and he shall keep the railroad tracks, roads and river channel clear of all obstructions. Temporary permits required, if any, for execution of the work will be the responsibility of the Contractor. Permits for construction of the project will be obtained by the Board from the Orleans Levee District and U.S. Army Corps of Engineers.

The Contractor shall be responsible for receipt of his materials and protection thereof from theft or damage, as well as for his equipment, tools and other items.

The physical extension of all utilities, including electric power facilities and piping from present service locations to points of temporary consumption during construction, the removal of any and all additions or extensions so made, and restoration to its previous condition of any and all services into which a tie-in was made, shall be made by Contractor at his expense. Contractor shall make his own arrangements for such services. He shall be fully responsible for any and all bills incurred for utilities.

Damage done to structures or equipment of the Board or others shall be repaired by the Contractor at his cost, to the satisfaction of the Engineer.

Smoking and operations creating a fire or explosion hazard are prohibited, except in areas where specifically allowed, and only if adequate precautions, approved in advance by the Engineer, are taken.

Welding and burning on the project site will be permitted only under controlled conditions approved in advance by the Engineer. When required, non-combustible shields and manned fire hoses with water instantly available shall be provided. Contractor shall obtain a welding and burning permit from the U.S. Coast Guard and Harbor Police.

(h) Work on or Adjacent to Railroads - Norfolk Southern

The railroad track on the Seabrook Bridge is owned and operated by the Norfolk Southern Corporation (Railroad).

1. AUTHORITY OF RAILROAD ENGINEER AND BOARD'S ENGINEER:

The authorized representative of the Railroad Company, hereinafter referred to as Railroad Engineer, shall have final authority in all matters affecting the safe maintenance of Railroad traffic of his Company including the adequacy of the foundations and structures supporting the Railroad tracks.

The Board's Engineer shall have authority over all other matters as prescribed herein and in the Contract Documents.

2. NOTICE OF STARTING WORK:

A. The Board's Contractor shall not commence any work on railroad rights-of-way until he has complied with the following conditions:

- (1) Given the Railroad written notice, with copy to the Board's Engineer who has been designated to be in charge of the work, at least ten days in advance of the date he proposes to begin work on Railroad rights-of-way.

Office of Chief Engineer
Bridges & Structures
Norfolk Southern Corporation
1200 Peachtree Street NE
Internal Box #142
Atlanta, Georgia 30309

- (2) Obtained written approval from the Railroad of Railroad Protective Liability Insurance coverage as required by SPECIAL CONDITIONS - ARTICLE 2, Section 5 Railroad Insurance – Norfolk Southern. It should be noted that Railroad Company does not accept notation of Railroad Protective Insurance on a certificate of liability insurance form or Binders as Railroad Company must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for Railroad Company to review.

- (3) Obtained Railroad's Flagging Services as required by Paragraph 7 herein.

- (4) Obtained written authorization from the Railroad to begin work on Railroad rights-of-way, such authorization to include an outline of specific conditions with which he must comply.

- (5) Furnished a schedule for all work within the Railroad rights-of-way as required by Subsection 7.B, herein.

B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

3. INTERFERENCE WITH RAILROAD OPERATIONS:

A. The Contractor shall so arrange and conduct his work that there will be no interference with Railroad operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad Company or to poles, wires, and other facilities of tenants on the rights-of-way of the

Railroad Company. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging service or inspection service shall be deferred by the Contractor until the flagging service or inspection service required by the Railroad is available at the job site.

- B. Whenever work within Railroad rights-of-way is of such a nature that impediment to Railroad operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct his operations so that such impediment is reduced to the absolute minimum.
- C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in his absence, the Railroad's Division Engineer, such provisions is insufficient, either may require or provide such provisions as he deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Board.

4. TRACK CLEARANCES:

- A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. However, before undertaking any work within Railroad right-of-way, or before placing any obstruction over any track, the Contractor shall:
 - (1) Notify the Railroad's representative at least 72 hours in advance of the work.
 - (2) Receive assurance from the Railroad's representative that arrangements have been made for flagging service as may be necessary.
 - (3) Receive permission from the Railroad's representative to proceed with the work.
 - (4) Ascertain that the Board's Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.

5. CONSTRUCTION PROCEDURES:

A. General:

Construction work and operations by the Contractor on Railroad property shall be:

- (1) Subject to the inspection and approval of the Railroad.

- (2) In accord with the Railroad's written outline of specific conditions.
- (3) In accord with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.
- (4) In accord with these Special Conditions.

B. Excavation:

The subgrade of an operated track shall be maintained with edge of berm at least 10'-0" from centerline of track and not more than 24 inches below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case existing section will be maintained.

Additionally, the Railroad Engineer may require installation of orange construction safety fencing for protection of the work area.

C. Excavation for Structures:

The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material. All plans and calculations for shoring shall be prepared and signed by a Registered Professional Engineer. The Registered Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions. The procedure for doing such work, including need of and plans and calculations for shoring, shall first be approved by the Board's Engineer and the Railroad Engineer, but such approval shall not relieve the Contractor from liability.

Additionally, walkway with handrail protection may be required as noted in Paragraph 11 herein.

D. Demolition, Erection, Hoisting

- (1) Railroad tracks and other railroad property must be protected from damage during the procedure.
- (2) The Contractor is required to submit a plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or disposal locations shown. The location of all tracks and other railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.

- (3) Crane rating sheets showing cranes to be adequate for 150% of the actual weight of the pick. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted.
- (4) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing and/or proposed structure showing complete and sufficient details with supporting data for the demolition or erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
- (5) A data sheet must be submitted listing the types, size, and arrangements of all rigging and connection equipment.
- (6) A complete procedure is to be submitted, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- (7) All erection or demolition plans, procedures, data sheets, etc. submitted must be prepared, signed and sealed by a Registered Professional Engineer.
- (8) The Railroad Engineer or his designated representative must be present at the site during the entire demolition and erection procedure period.
- (9) All procedures, plans and calculations shall first be approved by the Board's Engineer and the Railroad Engineer, but such approval does not relieve the Contractor from liability.

E. Blasting:

- (1) The Contractor shall obtain advance approval of the Railroad Engineer and the Board's Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:
 - (a) Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.
 - (b) Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way radios.
 - (c) No blasting shall be done without the presence of the Railroad Engineer or his authorized representative. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see paragraph 2B) will be required to arrange for the

presence of an authorized Railroad representative and such flagging as the Railroad may require.

- (d) Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at his expense any track misalignment or other damage to Railroad property resulting from the blasting as directed by the Railway's authorized representative. If his actions result in delay of trains, the Contractor shall bear the entire cost thereof.

(2) The Railroad representative will:

- (a) Determine approximate location of trains and advise the Contractor the appropriate amount of time available for the blasting operation and clean up.
- (b) Have the authority to order discontinuance of blasting if, in his opinion, blasting is too hazardous or is not in accord with these Special Conditions.

F. Maintenance of Railroad Facilities:

- (1) The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from his operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas within Railroad rights-of-way and repair any other damage to the property of the Railroad or its tenants.
- (2) All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

G. Storage of Materials and Equipment:

Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad Company without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad Company will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.

All grading or construction machinery that is left parked near the track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim or liability for loss or damage to property or the loss of life or personal injury,

arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

H. Cleanup:

Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights-of-way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights-of-way in a neat condition satisfactory to the Chief Engineer of the Railroad or his authorized representative.

6. DAMAGES:

- A. The Contractor shall assume all liability for any and all damages to his work, employees, servants, equipment and materials caused by Railroad traffic.
- B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.

7. FLAGGING SERVICES:

A. Requirements:

Flagging services will not be provided until the Contractor's insurance has been reviewed and approved by the Railroad.

Under the terms of the agreement between the Board and the Railroad, the Railroad has sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are or are likely to be, working on the Railroad's right-of-way, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a railroad structure or the railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging.

Normally, the Railroad will assign one flagman to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) flagmen may be required. However, if the Contractor works within distances that violate instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, a flagman or flagmen may be required full time until the project has been completed.

B. Scheduling and Notification:

- (1) The Contractor's work requiring railroad flagging should be scheduled to limit the presence of a flagman at the site to a maximum of 50 hours per week. The Contractor shall receive Railroad approval of work schedules requiring a flagman's presence in excess of 40 hours per week.

- (2) Not later than the time that approval is initially requested to begin work on Railroad right-of-way, Contractor shall furnish to the Railroad and the Board a schedule for all work required to complete the portion of the project within Railroad right-of-way and arrange for a job site meeting between the Contractor, the Board's, and the Railroad's authorized representative. Flagman or Flagmen may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.
- (3) The Contractor will be required to give the Railroad representative at least 10 working days of advance written notice of intent to begin work within Railroad right-of-way in accordance with this special provision. Once begun, when such work is then suspended at any time, or for any reason, the Contractor will be required to give the Railroad representative at least 3 working days of advance notice before resuming work on Railroad right-of-way. Such notices shall include sufficient details of the proposed work to enable the Railroad representative to determine if flagging will be required. If such notice is in writing, the Contractor shall furnish the Engineer a copy; if notice is given verbally, it shall be confirmed in writing with copy to the Engineer. If flagging is required, no work shall be undertaken until the flagman, or flagmen are present at the job site. It may take up to 30 days to obtain flagging initially from the Railroad. When flagging begins, the flagman is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 30 days to again obtain from the Railroad. Due to Railroad labor agreements, it is necessary to give 5 working days notice before flagging service may be discontinued and responsibility for payment stopped.
- (4) If, after the flagman is assigned to the project site, an emergency arises that requires the flagman's presence elsewhere, then the Contractor shall delay work on Railroad right-of-way until such time as the flagman is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Board or Railroad.

C. Payment:

- (1) The Board will be responsible for paying the Railroad directly for any and all costs of flagging which may be required to accomplish the construction. The Contractor will be required to reimburse the Board for all monies paid in the process of covering flagging expenses.
- (2) The estimated cost of flagging is \$825 per day based on a 10-hour work day, and \$1,050 per day based on a 12-hour work day. This cost includes the base pay for the flagman, overhead, and includes a per diem charge for travel expenses, meals and lodging. The charge to the Board by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required.

- (3) Work by a flagman in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1 and ½ times the appropriate rate. Work by a flagman in excess of 12 hours per day will result in overtime at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 and ½ times the normal rate.
- (4) Railroad work involved in preparing and handling bills will also be charged to the Board. Charges to the Board by the Railroad shall be in accordance with applicable provisions of Subchapter B, Part 140, Subpart I and Subchapter G, Part 646, Subpart B of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Flagging costs are subject to change. *The above estimates of flagging costs are provided for information only and are not binding in any way.*

D. Verification:

- (1) Railroad's flagman will electronically enter flagging time via Railroad's electronic billing system. Any complaints concerning flagging must be resolved in a timely manner. If need for flagging is questioned, please contact Railroad's System Engineer Public Improvements (404) 529-1641. All verbal complaints will be confirmed in writing by the Contractor within 5 working days with a copy to the Board's Engineer. Address all written correspondence to:

Office of Chief Engineer
Bridges & Structures
Norfolk Southern Corporation
1200 Peachtree Street NE,
Internal Box 142
Atlanta, Georgia 30309

Attn:
System Engineer
Public Improvements

- (2) The Railroad flagman assigned to the project will be responsible for notifying the Board's Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that he performs such services for each separate period that services are provided. The Board's Engineer will document such notification in the project records. When requested, the Board's Engineer will also sign the flagman's diary showing daily time spent and activity at the project site.

8. HAUL ACROSS RAILROAD:

- A. Where the plans show or imply that materials of any nature must be hauled across a Railroad, unless the plans clearly show that the Board has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad. The

Contractor will be required to bear all costs incidental to such crossings whether services are performed by his own forces or by Railroad personnel.

- B. No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Railroad Company unless specific authority for its installation, maintenance, necessary watching and flagging thereof and removal, until a temporary private crossing agreement has been executed between the Contractor and Railroad. The approval process for an agreement normally takes 90 days.

9. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the Board and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Board and/or the Railroad.
- B. Should the Contractor desire any changes in addition to the above, then he shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

10. COOPERATION AND DELAYS:

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging his schedule he shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. No charge or claim of the Contractor against either the Board or the Railroad Company will be allowed for hindrance or delay on account of railway traffic; any work done by the Railway Company or other delay incident to or necessary for safe maintenance of railway traffic or for any delays due to compliance with these Special Conditions.

11. TRAINMAN'S WALKWAYS:

Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railway's protective service is provided shall be removed before the close of each work day. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed and must conform to AREMA and/or FRA standards.

12. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHT-OF-WAY:

- A. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Wearing of safety boots is strongly recommended. In the vicinity of at-grade crossings, it is strongly recommended that reflective vests be worn.
- B. No one is allowed within 25' of the centerline of track without specific authorization from the flagman.
- C. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.
- D. No one is allowed to cross tracks without specific authorization from the flagman.
- E. All welders and cutting torches working within 25' of track must stop when a train is passing.
- F. No steel tape or chain will be allowed to cross or touch rails without permission.

13. GUIDELINES FOR EQUIPMENT ON RAILROAD RIGHT-OF-WAY:

- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from railroad official and flagman.
- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.
- C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- D. All cranes and boom equipment under load will stop work while train is passing (including pile driving).
- E. Swinging loads must be secured to prevent movement while train is passing.
- F. No loads will be suspended above a moving train.
- G. No equipment will be allowed within 25' of centerline of track without specific authorization of the flagman.
- H. Trucks, tractors or any equipment will not touch ballast line without specific permission from railroad official and flagman.

- I. No equipment or load movement within 25' or above a standing train or railroad equipment without specific authorization of the flagman.
- J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the flagman if the flagman views the operation to be dangerous to the passing train.
- K. All equipment, loads and cables are prohibited from touching rails.
- L. While clearing and grubbing, no vegetation will be removed from railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.
- M. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.
- N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- O. All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.

14. FAILURE TO COMPLY:

In the event the Contractor violates or fails to comply with any of the requirements of these Special Conditions:

- A. The Railroad Engineer may require that the Contractor vacate Railroad property.
- B. The Engineer may withhold all monies due the Contractor on monthly statements.

Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Engineer.

15. PAYMENT FOR COST OF COMPLIANCE:

No separate payment will be made for any extra cost incurred on account of compliance with these Special Conditions. All such costs shall be included in the Contractor's bid amount(s) shown on the Louisiana Uniform Public Work Bid Form.

Office of Chief Engineer
Bridges & Structures
Norfolk Southern Corporation
1200 Peachtree Street, N. E.
Internal Box 142
Atlanta, GA 30309

(i) Prevention of Environmental Pollution

Direct or indirect discharge of contaminants* into the Mississippi River, the Inner Harbor-Navigation Canal or the Mississippi River-Gulf Outlet is strictly prohibited by law. Board's Contractor(s) and, if any, respective Sub-Contractor(s) (all hereinafter referred to collectively as "Contractor") shall be held responsible for any and all such discharges or pollution of the foregoing mentioned navigable waters resulting from contract work performed under this contract. Should a contaminant be discharged to any or all of the foregoing navigable waters, thereby bypassing proper and legal disposal procedures, then immediate remedial action is required on the part of the responsible Contractor, at his cost, risk and expense, to recover and properly and legally dispose of any and all such material(s) constituting the condition of pollution. Contractor must promptly inform Board concerning all such discharge or release of contaminants.

*The word "contaminants", as used in this SPECIAL CONDITIONS - ARTICLE 4, refers particularly to such petroleum products commonly identified as oil and grease, but is not limited to petroleum products. The word includes hazardous wastes and toxic substances. The Federal Water Pollution Act, appearing in "United States Code Annotated" (USCA) Title 33 provides information concerning the regulation of discharges of oil and hazardous substances. Discharges of other "contaminants" are defined by applicable Government regulation(s). For example, the Clean Water Act of 1977 includes the discharge of toxic substances under Section 307a and the discharge of conventional pollutants under Sections 301 and 402.

(j) Salvage of Materials

All debris and grubbed materials including vegetation shall become the property of the Contractor.

Removed concrete, reinforcing and similar materials shall be disposed of by the Contractor at an off-site location at his expense, beyond Board's property.

(k) Vehicular Restrictions

All trucks shall be within legal allowable weight limits according to Local, Parish, or State requirements for truck loads, whichever are more stringent.

Truck routes, within the project areas and through all Board-owned and residential City streets to be utilized by the Contractor during the construction of the contracted work, shall be defined and three (3) copies furnished, if so requested, to the Engineer for review and approval prior to commencing work.

All transportation equipment shall be State inspected, mechanically safe, and equipped with backup/reverse audio alarm movement devices as required by OSHA (Occupational Safety and Health Administration).

Any cranes the Contractor proposes to place on any Board wharf to facilitate the work shall be defined and reviewed by the Engineer prior to placing.

(l) Bracing

The Contractor shall be responsible for providing adequate bracing for protection and security of all work and workmanship, and will be responsible for damage caused by his activities to the bridge, existing utilities, fences, storage areas, ramps, railways, roadways, and other various type structures.

(m) Subsurface Obstructions

The Contractor shall give sufficient notice to the interested utility of their intention to remove or disturb any other pipe, conduit, etc., and shall abide by their regulations governing such work.

In the event that subsurface structures are broken or damaged in the prosecution of the work, the Contractor shall immediately notify the proper authorities, and at the option of said authority, either repair the damage at once, at his own expense, or pay the utility the proper charges for repairing said damage. The Contractor shall be responsible for any damage to persons or property caused by such breaks or due to his own neglect in reporting and/or repairing such damages.

The Board will not be liable for any claims made by the Contractor based on underground obstructions being different than that indicated on the Contract Drawings. Where ordered by the Engineer, the Contractor shall uncover subsurface obstructions in advance of construction so that the method of avoiding same may be determined before the work reaches the obstruction.

(n) Maintenance of Traffic

The Contractor must maintain rail traffic on at least one track for the duration of the project, except during intermittent closures approved by and coordinated with Norfolk Southern Railroad. The Contractor must submit written requests for approval of rail closures and is encouraged to coordinate the closures with the Railroad prior to submitting written requests to facilitate the approval process.

While temporary support systems are in place, at least one track of the Seabrook Bridge shall remain in service to rail traffic. No temporary falsework installed by the Contractor shall be allowed to impinge upon the clearance envelope required by the Railroad of the track designated to remain in service.

Failure to adhere to the schedule of reopening the bridge to rail traffic shall subject the Contractor to liquidated damages in the amount of all costs associated with each occurrence. The Contractor is notified that costs associated with the delay of AMTRAK passenger trains are approximately \$50 per minute or fraction thereof, each occurrence.

The waterway beneath the Seabrook Bridge is the Inner-Harbor-Navigation Canal (IH-NC). The Contractor must maintain marine traffic in the IH-NC once the bridge has been returned to operational status.

It shall be the Contractor's responsibility to comply with the U.S. Coast Guard approvals for any and all bridge closures to marine traffic during construction.

Permission for all closures is subject to the jurisdiction and rulings of the 8th U.S. Coast Guard District, New Orleans, Louisiana through the Chief-Bridge Administration Branch at (504) 671-2128. The Contractor shall furnish exact dates requested of any closures after the bridge has been returned to operational status, to the Engineer at least 30 days in advance to allow time for the U.S. Coast Guard to review and process the request and issue necessary Notices to Mariners.

The Contractor must maintain and allow access to the bridge and adjacent properties by authorized railroad, bridge, and other Board personnel at all times.

(o) Underground Installations

Existing underground installations are indicated on the Drawings only to the extent such information was made available to or discovered by Engineer in preparing the drawings. There is no guarantee as to the accuracy or completeness of such information, and all responsibility for the accuracy and completeness thereof is expressly disclaimed.

Generally, service connections are not indicated on the Drawings. Contractor shall be responsible for discovery of existing underground installations, in advance of excavating or trenching, by contacting all local utilities, and by prospecting.

(p) Unfavorable Construction Conditions

Contractor shall be responsible for being aware of unfavorable conditions. Contractor shall confine his operations to work which will not be affected adversely by unfavorable weather, wet ground, or other unsuitable construction conditions. No portion of the Work shall proceed under conditions which would affect adversely the quality or efficiency of the Work, unless suitable special precautions or countermeasures are taken by Contractor.

(q) Materials and Workmanship

Contractor shall be fully responsible for furnishing all of his Subcontractors and Suppliers with Contract Drawings and Specifications and Addenda.

All permanent and temporary materials, parts and equipment furnished by the Contractor shall be new high grade, and free from defects and imperfections unless otherwise hereinafter specified. Workmanship shall be in accordance with the best standard practices. Both materials and workmanship shall be subject to the approval of the Engineer.

All materials and workmanship not conforming to the requirements of these specifications shall be considered as defective and will be rejected. Defective material whether in place or not, shall be removed immediately from the site of the work by the Contractor at his expense when so directed by the Engineer. No rejected material, the defects of which have been subsequently corrected, shall be used until approval in writing has been given by the Engineer.

In the event any defect in material or workmanship is of a minor nature and the Engineer determines that it is not of such consequence as to result in a dangerous or undesirable condition, or that the removal of such work would create a dangerous or undesirable condition, the Engineer shall have the right to retain such work and make such deductions in the payment therefore as they determine reasonable and in the public interest. Such determination by the Engineer is final.

(r) Cutting and Patching

(Not used)

(s) Project Signs

(Not used)

(t) River Stages

(Not used)

SPECIAL CONDITIONS

ARTICLE 5 - VALUE ENGINEERING

(a) General

The Contractor is encouraged to develop, prepare, and submit "Value Engineering Change Proposals (VECP's)" voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) Definitions

"Collateral costs," as used in this clause, means Board costs of operation, maintenance, logistic support, or Board-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the Board's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Board acceptance of a VECP.

"Board costs," as used in this clause, means those Board costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that:

- (1) Requires a change to the contract to implement; and
- (2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided that it does not involve a structural integral change:
 - (i) In deliverable end item quantities only; or
 - (ii) To the contract type only.

(c) VECP Preparation

As a minimum, the Contractor shall include in each VECP the information

described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

- (1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.
- (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
- (3) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.
- (4) A description and estimate of costs the Board may incur in implementing the VECP, such as test and evaluation and operating and support costs.
- (5) A prediction of any effects the proposed change would have on collateral costs to the Board.
- (6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
- (7) Identification of any previous submissions of the VECP, including the dates submitted, the owner's names and contract numbers involved, and previous actions, if known.

(d) Submission

The Contractor shall submit VECP's to the Engineer.

(e) Board Action

- (1) The Engineer shall notify the Contractor of the status of the VECP within forty-five (45) calendar days after the Board receives it. If additional time is required, the Engineer shall notify the Contractor within the forty-five (45) day period and provide the reason for the delay and the expected date of the decision. The Engineer will process VECP's as expeditiously as practical; however, he shall not be liable for any delay in acting upon a VECP.
- (2) If the VECP is not accepted, the Engineer shall notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the

Board. The Engineer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

- (3) Any VECP may be accepted, in whole or in part, by the Engineer's award of a modification to this contract citing this clause. The Engineer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor an executed change order. Until a change order is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The Engineer's decision to accept or reject all or part of any VECP shall be final.

(f) Sharing

- (1) Rates. The Contractor's share of savings is determined by subtracting Board costs from instant contract savings and multiplying the result by fifty-five percent (55%).
- (2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to the contract to--
 - (i) Accept the VECP;
 - (ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and
 - (iii) Provide the Contractor's share of savings by adding the amount calculated under subparagraph (1) above to the contract price.

(g) Subcontracts

The Contractor shall include an appropriate value engineering clause in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Board under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Board's share of the savings resulting from the VECP.

(h) Data

The Contractor may restrict the Board's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the SPECIAL CONDITIONS - VALUE ENGINEERING - ARTICLE 5 of Work Order No. 1-180, shall not be disclosed outside

the Board or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Board's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Board unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Board shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation).

SPECIAL CONDITIONS

ARTICLE 6 - RESPONSIBILITY FOR MATERIALS AND EQUIPMENT

a. Items Furnished by Board

Contractor's responsibility for material furnished by Board shall begin at the point of delivery upon acceptance by the Engineer. The Engineer will examine each shipment prior to acceptance and shall reject all defective items.

Defective Board-furnished materials discovered after installation and prior to final acceptance of the Work, where the defect is of a nature not detectable by visual examination and other appropriate field inspection methods, shall be replaced by Board. Contractor shall, at his own expense, furnish all necessary tools, equipment, and appliances, and perform all necessary labor, for the removal and replacement of such defective items in a manner acceptable to Engineer.

All material furnished by Board which disappears or is damaged after its acceptance by Board upon delivery by the Board's supplier, shall be replaced by and at the expense of Contractor. Replacements shall conform to the original purchase specifications on file with the Board. Contractor shall accept all risk of loss or damage to Board-furnished material from the time of its acceptance by the Board at the delivery site until final project completion.

b. Items Furnished by Contractor

Contractor shall be fully responsible for all materials and equipment which he has furnished, and shall furnish necessary replacements until final project completion.

c. Delivery and Handling of Items Furnished by Board

Materials furnished by Board for installation by Contractor will be delivered to the site as specified in applicable sections of the Technical Specifications.

Contractor shall be responsible for all unloading, reloading, transporting to the site of installation, storage if necessary, re-handling, and installation.

All items shall be unloaded promptly after arrival. All charges for demurrage due to negligence or delay by Contractor shall be paid by Contractor. Materials shall be handled by methods which will prevent damage.

Scheduled delivery dates for equipment and materials to be furnished by Board are listed in the applicable sections of the Technical Specifications.

Contractor shall accept the risk of any delay in delivery of materials furnished by Board, and if the Work is delayed, he shall have no claim for damages or contract adjustment other than an extension of time and the waiving of liquidated damages occasioned by the delay.

SPECIAL CONDITIONS

ARTICLE 7 - QUANTITIES AND PRICES IF A UNIT PRICE FORM IS PROVIDED

The following clauses are intended only to define units of payment when the Unit Price Form accompanies the Louisiana Uniform Public Work Bid Form, being supplemented by the detail specifications for full description of Contractor's obligations.

The "Total Base Bid" as stated in the Louisiana Uniform Public Work Bid Form is intended to cover full obligations of Contractor. Any and all details not specifically mentioned, but evidently included in the contract, shall be compensated for in "Total Base Bid".

See GENERAL CONDITIONS - ARTICLE 44 for "General Conditions" pertaining to Engineer's Certificates, Payments and Acceptances, particularly those parts of said Articles which pertain to unit price contracts.

General

The Contract Price is the "Total Base Bid" stated on the Louisiana Uniform Public Work Bid Form. The unit prices and estimated quantities shown for those items listed on the Unit Price Form are understood to include all labor, materials and incidental work as may be required to perform the work in these items in accordance with Board's drawings and the specifications and to the satisfaction of the Board.

Incidental work is understood to include, but is not necessarily limited to, all labor and materials required for completing work as required in SPECIAL CONDITIONS - ARTICLE 4 (a).

All work at the estimated quantities and unit prices shown on the Unit Price Form is hereby understood to be included in the price shown as the "Total Base Bid".

The unit prices furnished with the bid for the items listed on the bid form shall be full compensation for all labor, material and equipment required to furnish, install, or otherwise complete the associated items of work as specified herein, and as shown on the drawings.

SPECIAL CONDITIONS

ARTICLE 8 - PERFORMANCE OF WORK BY CONTRACTOR

Contractor shall perform at job site, in his own shop or in his own plant or yard, and with his own organization, as integral part of the construction work equivalent to at least forty percent (40%) of the total amount of work to be performed under the contract. If, during the progress of the work hereunder, Contractor requests a reduction in such percentage, and Engineer determines that it would be to the advantage of the Board, the percentage of work required to be performed by Contractor may be reduced, provided written approval of such reduction is obtained in advance by Contractor from the Director of Construction.

The practice wherein the Contractor furnishes a performance bond to the Board for the benefit of another organization which will actually perform the work is deemed to be an assignment of this contract prohibited by GENERAL CONDITIONS - ARTICLE 33 above and a violation of this SPECIAL CONDITIONS - ARTICLE 8. The violation of the provisions of GENERAL CONDITIONS - ARTICLE 33 and SPECIAL CONDITIONS - ARTICLE 8 may result in the disqualification of Contractor to be awarded future contracts with this Board.

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SECTION 1000 - GENERAL REQUIREMENTS

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SECTION 1000 - GENERAL REQUIREMENTS

1. PRE-BID INSPECTION

The Contractor is obligated to visit the site and study existing conditions. The Board assumes no responsibility for discrepancies or differences between existing conditions and conditions indicated on drawings or combination of original construction plans (available for review at the Board's office) and recent surveys conducted by the Board. Every reasonable effort has been made by the Board to indicate and describe existing conditions at the project site with an acceptable degree of accuracy, but the Contractor is held responsible for performing his work under existing conditions as he finds them at time of performing work, and payment for extra work will not be allowed because of reasonable discrepancies or differences, which are encountered at time work is performed.

2. CLEAN UP

All debris and material removed shall become the property of the Contractor and shall be removed from the job site and legally disposed of by him, beyond Board's property unless specifically indicated in the Contract Documents to be re-used.

3. CONSTRUCTION PHOTOGRAPHS

Contractor shall be responsible for the production of monthly construction progress photographs as provided herein. Engineer reserves the right to designate the subject of each photograph.

Five (5) views shall be taken prior to commencement of work and thereafter weekly throughout construction period and shall be submitted prior to the release of monthly progress payments.

Preconstruction photos shall be bound separately and submitted to Engineer within ten (10) days from date of work commencement. Progress photographs shall be taken, bound separately and submitted to Engineer before release of progress payment.

Contractor shall use a digital camera only.

All photographs shall be color photographs of commercial quality. The Engineer reserves the right to reject photographs due to unacceptable quality. One (1)- 8" x 10" photograph of each view shall be submitted enclosed in clear plastic binders, and marked with the Board's name and requisition number of the contract, name of Contractor, description and location of view, and date photographed along with a CD containing said photos.

Contractor shall provide a CD disk(s) at end of project containing all photos taken along with a directory with a description of each view and date each photo was taken.

Failure to submit the monthly progress photographs will be cause for the Board to withhold approval of progress payment until such time that the Contractor submits the required photographs.

4. EMPLOYEE IDENTIFICATION CARDS

As a result of heightened Board security measures, all contractors, consultants, testing laboratory representatives, survey representatives and any other service providers seeking access to Board property must first submit on their company's letterhead a list of all employees authorized to be on Board property. This list shall include the respective project/location for which the employee is assigned to perform work, prior to beginning work. Workers must have an employer issued, pictured ID card and current valid photo credentials to validate identification. In the event any immigrant workers are on site, they must carry dual identification/immigration status credentials. Please provide copies of these employee lists via FAX to Construction Services at 504-528-3278; and Harbor Police, LT. Michael Sawyer at 504-528-3384. These lists must be updated and forwarded immediately to both offices prior to any new workers mobilizing to the job site.

The U.S. Coast Guard and the Transportation Security Administration require the Transportation Worker Identification Credential (TWIC) for facilities located within the Port of New Orleans. Contractors, vendors, suppliers and others seeking entry to secure facilities of the Port of New Orleans must present, and maintain possession of a valid TWIC card. Persons without a TWIC must be escorted into and remain in the presence of a person with who is a Board approved TWIC escort. The Seabrook Bridge is not considered a secure facility, and no TWIC card is necessary.

5. APPROVED TWIC ESCORTS

Not Used.

6. SAFETY ATTIRE

All personnel who enter Board terminals in areas with cargo or construction activity, may be denied access if a hard hat and a safety vest is not worn.

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SECTION 1500 - TEMPORARY FACILITIES, UTILITIES AND OPERATIONS

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SECTION 1500 - TEMPORARY FACILITIES, UTILITIES AND OPERATIONS

1. APPLICABLE STANDARDS

Comply with the requirements of the Manual of Accident Prevention in Construction by Association of General Contractors and/or the current U. S. Occupational Safety and Health Act, whichever is the more stringent.

2. REGULATORY AGENCIES

Comply with Federal, State and local codes and regulations and with utility company requirements. Comply with National Electric Code. Comply where applicable to the latest editions of the Manual on Uniform Traffic Control Devices (MUTCD) and the 2006 edition of the Louisiana Standard Specifications for Roads and Bridges (LDOTD "Blue Book").

3. TEMPORARY FACILITIES

3.01 Safety Signs and Lighting

Install signs and warning lights as necessary for safety and as necessary to meet insurance, MUTCD, LDOTD and OSHA requirements. Colors shall meet test specified in Section 3 - Color Definitions, ANSI Z 53.1 1988 "Safety Color Code for Working Physical Hazards".

3.02 Fencing, Barricading and Safety Equipment

Where construction is open and accessible by others, build and maintain until construction is completed and accepted, fences, barricades and other necessary construction required to prevent injury to persons on or about Project Site, including damage to property, and intrusion of unauthorized persons. Barricades and temporary signing shall conform to the latest editions of the Manual on Uniform Traffic Control Devices and LDOTD "Blue Book, Sec. 713."

3.03 Safety Equipment

Provide personal safety equipment for authorized visitors. Provide and maintain warning lights burning from dusk to dawn at barricades.

3.04 Contractor's Field Office

At the Contractor's option, a temporary trailer, to be utilized as a field office within an area designated by the Engineer may be furnished and installed by the Contractor at no additional cost to the Board. Toilet facilities may be provided within the field office in lieu of or in addition to temporary toilets specified in paragraph 3.06. It may be equipped with approved electrical wiring, telephones service, lighting and outlets, and the required switches and fuses, to provide 110-volt power. It may be equipped with an air conditioning unit to provide cooling in warm or hot weather, and a heater, if properly installed and vented in accordance with the National Fire Protection Association Code, for heating in cold weather, as required. The Contractor shall make the necessary arrangements to obtain

telephone service and ENTERGY power required to operate the air conditioning unit, lights, etc., and the power required for the heater, and shall bear the cost thereof. The outside door of the building shall be equipped with butt hinges and a cylinder lock. The window frames shall be equipped with iron security guards.

The Contractor shall provide a trailer equipped with a fire suppression system in compliance with NFPA 13 anytime a trailer is to be inside or within 10 ft of a facility that is equipped with a fire suppression system.

Any trailer provided by the contractor shall be removed by the Contractor and remain his property after completion of all work under this contract. No separate payment will be made for furnishing, maintaining, providing the prescribed field office and utilities, but the cost of any trailer shall be distributed throughout the existing bid items.

The Contractor shall provide daily janitorial services for this and any other of his temporary buildings at the site throughout the life of the contract. The cost of this service shall be distributed throughout the existing bid items and there will be no separate payment.

3.05 Power and Lighting

Install circuit and branch wiring, with area distribution boxes located so that power and lighting is available throughout the construction by the use of construction-type power cords. Provide adequate artificial lighting for all areas of work when natural light is not adequate for work, and for areas accessible to authorized personnel.

Contractors **shall not** enter power panels on Board property without first contacting Facility Services at 504-528-3500 to obtain **PRIOR** approval to do so. In addition, should the Contractor turn off power to equipment controlling compressors, alarms, pumps, etc., the Contractor **SHALL** be held liable for any and all costs to restore power, reset equipment and/or sprinkler systems, as well as, any and all property and cargo damages sustained as a result of the Contractor's actions.

3.06 Temporary Toilets

Toilet accommodations for use by all workmen shall be furnished and maintained by the Contractor. Keep these facilities clean and sanitary at all times. Provide sewer and water connections, or use approved chemical toilets. Provide toilet tissue holders and tissue. Installation shall be of a type approved by local Health Department authorities. Remove toilets upon completion of work.

3.07 Construction Utilities

Contractors **shall not** open or close any water valves on Board property. Furthermore, Contractors **shall not** connect water lines to the Board's water system, and/or sewer lines to the Board's sewer system. In addition, the Contractor may be assessed a penalty of \$1,000 for each illegal hook up. Should the Contractor make an illegal hook up, the Contractor **shall** also be held liable

for any and all costs for damages sustained as a result of the Contractor's actions, including property and cargo damages.

Contractor shall arrange for and pay the cost of water, fuel, electrical energy and operating personnel required for temporary water, light, and power during the entire period of construction. Contractor shall arrange and pay for electrical service as required to provide light and power during the construction period, including any light deemed necessary at storage areas and provide adequate artificial light wherever sufficient natural light is lacking to properly execute the work. Contractor shall be invoiced and shall pay Entergy directly for all electricity charges.

The Board's Facility Services must approve of electrical connections and will notify Entergy to install and release the electrical service meter in the Contractor's name.

METERED TEMPORARY WATER SERVICE CHARGES

There are two types of allowable temporary water service metered connections:

- a) Contractor Furnished Meter: For the **Contractor's trailers**, (and **Engineer's trailer** if required to be furnished by the contractor in the contract documents), the contractor shall furnish and install his own water meter(s), size 1 inch diameter, maximum. If water service is not needed for a construction trailer, or if not required in the contract documents, the contractor is not required to furnish a meter. The contractor shall not connect his water meter to trailers unless Facility Services is present to record the meter size, meter number, and record the initial reading.
- b) Board Remote Meter: For **all other remote water meters** on the work site, the contractor shall use only the Board's meter, furnished and connected/disconnected by Facility Services, only. **NO EXCEPTIONS.**

Each meter will be read monthly by the Board. Water usage unit cost is \$7.50 per 1000 gallons. The rate is subject to change as the N.O. Sewerage & Water Board adjusts its rates to the Board, or as in the best interest of the Board.

A monthly service fee of \$50.00 will be charged for each trailer and remote water meter used by the Board's prime contractors. The connection fee for a Board remote meter is \$250.00 per meter. The disconnect fee for a Board remote meter is \$250.00 per meter. The charge for a damaged or lost Board remote meter will be \$1,000 per meter. In the event a meter is missing, the monthly usage charge to be assigned to the missing monthly reading will be the largest of all previous monthly readings.

Prior to a Contractor's request for water utility services, the Contractor must complete and execute a "Water Utility Request" form and submit it directly to the Board's Construction Services. A copy of this form is available from Construction Services at 504-528-3288. The Board's Facility Services will not provide these forms, nor will they begin service until the form has been completed and processed.

The Board will not provide a remote water meter or water utilities to *subcontractors or to any entity except the prime Contractor*. All meters and water usage must be in the name of the prime Contractor. The exchange or sharing of water meters between Contractors is prohibited, as is the sharing of water with Board tenants.

Should the Contractor disconnect the construction trailer (and Engineer's trailer) meter(s) prior to the Board taking a final reading, he shall be assessed an estimated usage for the water used since the time of the last reading.

DAMAGE TO EXISTING WATER SUPPLY NETWORK

The Contractor is responsible for reporting all water supply system (piping, valves, etc.) damage due to his activities to the Board's Facility Services at 504-528-3500 between the hours of 7:00 am and 2:00 pm, Monday thru Friday. During other hours, report damages to the designated Field Project Representative as designated by the Engineer. This will result in the quickest response time for the Board's water crew to shut-off water service to the damaged line.

Damage to the Board's water supply network by the Contractor or his subcontractor's work force is a Contractor liability, provided the line is reasonably indicated on Board contract drawings. The Contractor is required to make the repairs to the line and have the repairs inspected by representatives of the Board's Construction Services Department and the Facility Services Department prior to requesting the water service restored. The Contractor will be charged for Board labor and material expenses associated with the damaged line, as well as the estimated water loss resulting from the damage, as given in the following table. Water loss will be estimated from the size of the line and the duration of open flow as follows:

<u>LINE SIZE DIAMETER</u>	<u>COST PER MINUTE FOR WATER LOSS</u>
4" and Smaller	\$34.00
Between 4" and 12"	\$110.00
12" and Greater	\$206.00

*Based on Board's cost of water for 2016.

If the line is not reasonably shown on the contract drawings, the Board will be responsible for the Contractor's costs associated with repairs and water loss, and will inspect the line prior to returning the line to service.

All water usage charges will be invoiced monthly to the Contractor with back-up documentation attached.

Construction Services will send to Accounting Services via the "Damage Report," and back-up documentation, all charges associated with damages to the Board's water supply network due to contractor activities. The Construction Services Manager will investigate the nature of the water line breakage, and direct reimbursement from the Board's contractor if warranted. This will also be included in the monthly invoice, with Work Order No. 1-180 1500-4

back-up documentation attached. For water piping network damages that are not a contractor responsibility, as determined by the Construction Services Manager, the "Damage Report" will indicate that these charges are not to be charged to the contractor.

3.08 Traffic Maintenance

Post flagmen as necessary for safety and to control vehicular traffic flow in the area of construction operations and for safe transport of material deliveries on Port and municipal streets.

4. TRUCKING

Load all trucks bringing materials to site or removing debris from site in a manner to prevent dropping materials, earth or debris on public and Board streets, roads and highways.

Maintain an installation at all points where and when trucks enter or leave site to remove materials, mud or debris immediately from public and Board streets, roads and highways.

Conform to all local regulations regarding load limits.

5. CLEAN-UP

Remove temporary work when the need for its use has passed. Clean space that was occupied by temporary work. Contractor shall remove debris, rubbish and excess materials from site and legally dispose of beyond Board's property.

Repair damages caused by installation or use of temporary facilities.

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SECTION 2000 – ENVIRONMENTAL PROTECTION

1. SCOPE

The work covered by this section consists of furnishing all labor, materials, and equipment and performing all work required for the prevention of environmental pollution and the handling, removal, transportation, and disposal of any hazardous and/or regulated solid waste generated during and as the result of construction operations under this contract, except for those measures set forth in other provisions of these specifications. For the purpose of this specification, environmental pollution is defined as the presence of or release of chemical, physical, or biological elements or agents which have the potential to adversely impact human health or welfare; unfavorably alter ecological balances of importance to man; or degrade the utility of the environment for aesthetic and recreational purposes. The control of environmental pollution requires consideration of air, water, and land, and involves noise control, solid waste-management, management of radiant energy, and radioactive materials, as well as other pollutants, including hazardous wastes, materials, substances, and chemicals.

2. QUALITY CONTROL

2.01 General

The Contractor shall establish and maintain quality control for environmental protection to assure compliance with contract specifications, prevailing environmental regulations, and maintain records of his quality control for all construction operations.

2.02 Applicable Regulations

In order to prevent, and to provide for, abatement and control of any environmental pollution arising from construction and/or demolition activities in the performance of this contract, the Contractor and Subcontractors shall comply with all applicable federal, state, and local laws, and regulations concerning environmental pollution control and abatement.

Where required, the Board shall obtain letters of no objection from the Army Corps of Engineers, as well as any relevant state authorities, and including a permit from the Orleans Levee Board for the work.

The Contractor shall be in compliance with all applicable federal, state and local environmental laws. Industrial discharge permits, if any are required, shall be obtained by the Contractor from the Louisiana Department of Environmental Quality (LDEQ) and/or U.S. Environmental Protection Agency (EPA). The Clean Water Act requires industrial and construction activities to obtain a National Pollutant Discharge Elimination System (NPDES) permit, and the Contractor shall file for any specific permits which may be required regarding the NPDES, which are not covered under the LDEQ small or large general construction permits. In the case of large construction projects affecting five (5) acres or more of land, the Contractor is responsible for filing the Notice of Intent and Notice of Termination.

Included as part of the regulatory requirements for any project affecting one (1) acre or more of land area, is the Contractor's responsibility to submit and obtain Engineer approval of storm water pollution prevention plan (SWPPP), detailed in Section 4.03 of this document. This SWPPP must accompany the Notice of Intent for construction and/or demolition activities. It is the Contractor's responsibility to file the Notice of Intent and Notice of Termination and complete all required paperwork and inspections if they apply to this construction and/or demolition project. Contractor is also responsible to store these documents on site and provide copy to the Engineer, as well as comply with all requirements of the SWPPP.

Further information about LDEQ stormwater requirements concerning construction and/or demolition activities can be found in the following location: <http://www.deq.louisiana.gov/portal/Default.aspx?tabid=245>.

2.03 Notification

The Engineer will notify the Contractor in writing of any non-compliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately take corrective action. If the Contractor fails or refuses to comply promptly, the Engineer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of time lost because of any such stop order shall be made the subject of a claim for extension of time or for excess costs or damages by the Contractor. Any fines/penalties that are levied against the Contractor or any Subcontractor as a result of failure to comply with the applicable federal, state or local laws regarding environmental pollution control and abatement shall be the responsibility of the Contractor and/or applicable Subcontractor. Furthermore, the necessity for any stop work order may leave the Contractor subject to liquidated damages if appropriate.

2.04 Sub-Contractors

Compliance with the provisions of this entire Section 2000 by Subcontractors will be the responsibility of the Contractor.

2.05 Implementation

Within ten (10) days after receipt of Notice of Award, and prior to mobilizing to commence site work, or as otherwise directed below, the Contractor shall:

- (1) Submit in writing proposals for implementing environmental management practices at the project site, disposal of debris (identifying disposal sites), non-hazardous wastes and hazardous wastes generated at the project site, as well as storage and management of regulated materials, substances, and chemicals brought onto and used at the project site.

- (2) Meet with representatives of the Board's Environmental Department to develop mutual understanding relative to compliance with this provision and administration of the environmental protection program.

(3) Where applicable, submit a Waste Management Plan (WMP) to Engineer for approval prior to beginning work for the handling, removal, transportation, and disposal of hazardous and/or regulated solid wastes generated resulting in the Contractor's operation, in accordance with Section 7.03 of this document.

(4) If applicable, all projects affecting over one (1) acre of land will be required to submit to the Engineer a stormwater pollution prevention plan (SWPPP) with a drawing indicating stormwater control measures , as well as the identification of site personnel directly responsible for compliance with the SWPPP. **Engineer acceptance in writing of the SWPPP is required prior to beginning work.**

(5) If applicable, any additional requirements will be provided in Section 10 of this document.

2.06 Environmental Assessment of Contract Deviations

The Contractor is advised that deviations from the construction means, methods, and procedures relative to environmental concerns as indicated by the plans and specifications are not allowed without prior written approval by the Engineer..Any additional project time required for extended review, processing, and approval time due to changes in methods specified will not be considered as additional contract time or for additional project charges.

3. PROTECTION OF LAND AND RESOURCES

3.01 General

The land resources within the project boundaries and outside the limits of permanent work performed under this contract shall be preserved in their present condition or be restored to a condition after completion of construction that will not detract from the appearance of the project. The Contractor shall confine his construction activities to areas defined by the plans or specifications. The Contractor can elect to perform baseline sampling to determine initial site conditions, upon approval of a sampling plan, as well as submittal of results from the site sampling performed.

3.02 Post-Construction Cleanup or Obligations

The Contractor shall remove all signs of temporary construction and/or demolition facilities such as work areas, structures, foundation of temporary structures, stockpiles of excess or waste materials upon completion of construction.

3.03 Recording and Preserving Historical and Archeological Finds

All items having any apparent historical or archeological interest which are discovered in the course of any construction activities shall leave the archeological find undisturbed and shall immediately report the find to the Engineer so that the proper authorities may be notified. The Contractor shall not cause the find to be further damaged or touched beyond initial discovery until notification to the Engineer and release to commence work following any regulatory authority or Engineer review and approval.

4. PROTECTION OF WATER RESOURCES

4.01 Contamination of Water

The Contractor shall not pollute a water of the State, including lakes, ditches, rivers, bayous, canals, waterways, ground water, or reservoirs with chemicals, fuels, oils, bitumens, calcium chloride, insecticides, herbicides, or other materials harmful to fish, shellfish, or wildlife, which may be detrimental to water quality.

4.02 Erosion Control

Surface drainage from cuts and fills within the construction limits, whether or not completed, and from borrow and waste disposal areas, shall, where turbidity producing materials are present, be held in suitable sedimentation ponds or shall be graded to control erosion within acceptable limits. Temporary erosion and sediment control measures as specified in Section 4.03, "STORMWATER POLLUTION PREVENTION PLAN," shall be provided and maintained until permanent drainage and erosion control facilities are completed and operative. The area of bare soil exposed at any one time by construction operations shall not exceed that which may be necessary to perform the work. Stream or ditch crossings by fording with equipment shall be limited to control turbidity and in areas of frequent crossings temporary culverts or bridges shall be installed. Any temporary culverts or bridges shall be removed upon completion of the project. Fills and waste area shall be constructed by selective placement to eliminate silts or clays on the surface that will erode and contaminate adjacent streams or waterways.

4.03 Storm Water Pollution Prevention Plan (SWPPP) and Best Management Practices (BMPs)

All construction projects regardless of size should follow best management practices for stormwater management.

A Best Management Practice (BMP), also referred to as a stormwater control measure (SCM), is a technique, process, activity, or structure used to reduce the pollutant content of a stormwater or non-stormwater discharge. BMPs may include simple, non-structural methods such as good housekeeping, staff training, and preventive maintenance. Additionally, BMPs may include structural modifications such as the installation of berms, silt fences, canopies, or treatment control.

Suggested BMPs can be obtained from Ella Barbe, LDEQ Small Business Assistance Program, 201 Evans Rd. Bldg. 4, Suite 420 Harahan LA. Phone 504-736-7739, e-mail: ella.barbe@la.gov

For any project impacting one (1) acre or larger of land area the Contractor must prepare a SWPPP for Engineer approval. See LDEQ Permit Number LAR100000 for storm water discharges from construction activities five (5) acres or more, and LDEQ Permit Number LAR200000 for Storm Water Discharges from Small Construction Activities (equal to or greater than one (1) acre but less than five (5) acres). Both general

permit description are available on LDEQ website here: www.deq.louisiana.gov/ under water permits, LPDES permits. These are general permits which apply to all construction projects large and small as defined in those documents. No project specific permit will be issued. The Contractor will be responsible for filing the Notice of Intent and Notice of Termination for projects five (5) acres and larger.

The Contractor shall prepare and maintain a Stormwater Pollution Control Plan (SWPPP) on the form provided, included in this specification, which describes in specific detail the Contractor's program to prevent contamination of the stormwater collection system. Contractor shall implement, maintain, inspect, and remove all erosion and sediment controls identified in the SWPPP. The program shall address both common construction activities and extraordinary events.

Contractor shall include water pollution control drawings (WPCD) in the SWPPP to illustrate the locations, applications, and deployment of BMPs identified in the SWPPP. The WPCDs shall be included as an attachment to the SWPPP.

The Contractor shall comply with laws, rules, and regulations of the State of Louisiana and agencies of the United States Government prohibiting the pollution of lakes, wetlands, streams, or river waters from the dumping of contaminants, refuse, rubbish or debris.

The Contractor shall provide a copy of the SWPPP a minimum of ten (10) working days prior to beginning construction to the Engineer. **Construction shall not begin until the SWPPP is accepted by Engineer in writing.** Contractor shall update the SWPPP as necessary during the work to prevent contamination of the storm water collection system.

Before start of work, Contractor shall train all employees and Subcontractors on the SWPPP and related WPCD and provide the Engineer with written documentation of said training.

The Contractor shall keep a copy of the SWPPP on the job site. The Contractor shall provide continuously at the jobsite all of the tools, equipment, and materials necessary to implement the SWPPP at all times from project initiation through completion, including any punch list or warranty work on the project.

At a minimum the following requirements should be met as applicable, to the maximum extent practicable, at construction sites:

4.03.01 Storm Drain System Protection

At the first order of work, the Contractor shall protect the existing storm drain system from entrance of construction debris and pollutants. Such protection shall include implementing the BMPs as outlined in the SWPPP. Protection shall prohibit the discharge of untreated runoff from temporary or permanent street maintenance/landscape maintenance material and waste storage areas from entering the storm drain system. Sediment that is generated on the project site shall be retained using structural drainage controls. In addition, the protection system shall have a

minimum of three features: 1) a particulate filter of geosynthetic material securely fastened in place so that it cannot be bypassed without significant physical damage; 2) a prefilter for the particulate filter; and 3) on-hand materials to close off the inlet or opening in case of a significant pollution spill. Contractor shall monitor and maintain all storm drain inlet protection devices during rain events to prevent flooding.

4.03.02 Material Management & Storage

No construction-related release of materials, wastes, spills or residues shall be discharged from the direct project site. All materials and/or equipment storage areas where liquid construction materials are placed shall be protected by a physical barrier capable of containing 110% of stored liquid capacity. During active construction activities, portions of the barrier may be removed for access. However, the barrier materials must be readily accessible for replacement by onsite construction personnel. The barrier must be in place at all times during the absence of Contractor personnel at the storage site. Building materials should be placed on pallets and covered in event of rain. Materials shall not be stored in the street or gutter area.

4.03.03 Equipment & Vehicle Maintenance

Non-stormwater runoff from equipment and vehicle washing and any other activity shall be contained at the project site and shall not be allowed to discharge from the project site to streets, drainage facilities, or adjacent properties by wind or runoff. The Contractor shall inspect vehicles and equipment coming into the site, on the site, and leaving the site each day. Leaks shall be repaired off-site where possible. If necessary to repair on site, the runoff must be contained or the problem vehicle or equipment shall be removed from the project site until repaired. Where necessary, drip pans should be placed under the vehicles or equipment while not in use to catch and/or contain drips and leaks.

4.03.04 BMP Inspection

The Contractor shall inspect all pollution control BMPs regularly, and shall document their inspection accordingly. The Contractor should also repair/replace any damaged or clogged element on a daily basis. During periods of precipitation where any runoff occurs, the system shall be checked twice a day, seven (7) days a week, whether or not any work has been performed. The daily checks shall be between 6 and 9 a.m. and 4 to 8 p.m. The Contractor shall keep a monitoring inspection log of each inspection.

4.03.05 Spill Prevention & Cleanup Plan

The Contractor shall have a spill prevention plan and spill cleanup materials readily available and addressed in the SWPPP. Contractor shall clean up all spills immediately using dry methods if possible and dispose of spill cleanup material properly. Contractor shall maintain a record of any spills in the inspection log. In addition, at the end of the project, the Contractor must certify in writing to Engineer that all contaminated materials have been properly disposed in accordance with the SWPPP.

4.03.06 Asphalt & Concrete Activities

Asphalt and concrete activities shall be scheduled for dry weather. Contractor shall prohibit saw cutting during a storm event of .25 inches or greater. Contractor shall bags of cement away from gutters and storm drains, sealed and covered, protected from rainfall runoff and wind. Contractor shall place tarp under cement mixer before operating to catch spills. Disposal of cement washout or concrete dust onto driveways, streets, gutters, or storm drains is strictly prohibited.

4.03.07 Pressure Washing

The following methods should be utilized to prevent discharge of pressure washing wastewater into the storm drain system:

- (a) Sweep and pick up all areas to be cleaned before using water.
- (b) Must use high pressure and low volume of water with no additives and at an average usage of 0.006 gallons per square foot of surface area to be rinsed.
- (c) Use a wet/dry vacuum to collect wash water for disposal. Large volumes of wash water may require the use of a small sump pump to remove wash water from the job site.
- (d) One or more of the following methods are recommended to prevent pollutants from entering the storm drain system:
 - Sandbags can be used to create a barrier around storm drains. *
 - Rubber mats or plugs can be used to seal drain openings. *
 - Temporary berms or containment pads help keep water on site. *
 - Use berms of sandbags to direct wash water to landscaping. *
 - Use large squeegees to accumulate sheet flow for collection.
- (e) Wash water that may contain hazardous waste such as oil-saturated absorbents, water with lead or other heavy metals from oxidized paint, and solvent cleaners requires special treatment and must be disposed of through a hazardous waste facility.

*Remember to remove plugs, berms, and sandbags or you may be liable for possible flooding.

4.03.08 Employee BMP Training

The Contractor shall train employees and Subcontractors on BMP implementation, general good housekeeping, and proper spill containment and cleanup. Before start of work, Contractor shall provide the Engineer with written documentation of any training and keep all documentation in the SWPPP and on site.

4.03.09 Inspections

The Contractor shall inspect and repair or replace, as needed, all job site BMPs a minimum of, or in accordance with the large or small construction site permit requirements as applicable:

- a. Biweekly
- b. Before, during and after a major rain event.

The Contractor shall document the inspections in the SWPPP. If the Contractor does not have a construction stormwater inspection form a template as well as guidance for SWPPP development is provided by the U.S. EPA at this link: <http://cfpub.epa.gov/npdes/stormwater/swppp.cfm>

4.03.10 Dewatering

Avoid dewatering discharges, where possible, by using the water for dust control, infiltration, etc.

5. PROTECTION OF FISH AND WILDLIFE

The Contractor shall at all times perform all work and take such steps required to prevent any interference or disturbance to fish and wildlife. The Contractor will not be permitted to alter water flows or otherwise disturb native habitats adjacent to the project area that are critical to fish or wildlife. Any time a colony of nesting birds is discovered in the course of any construction activities, the colony should not be disturbed (i.e., no work within 1,500 feet), and the Contractor shall immediately report the finding to the Engineer so that the U.S. Fish and Wildlife Service or the Louisiana Department of Wildlife and Fisheries may be notified, where applicable.

6. PROTECTION OF AIR

The Contractor shall take all necessary measures to control dusts and emissions from site activities, and shall act to prevent any releases to air at or above the reportable quantity (RQ) for each criteria pollutant. Where any pollutant is released at or above the RQ, the Contractor must report the release in accordance with Section 7.05 of this document. The Contractor is responsible to confine all particulate matter associated with site activities to the boundary of the site, and is responsible for any remediation measures should releases to air of any criteria pollutant leave the site. Control measures for dusts, soils, sands, and other particulates should comply with all requirements indicated in the SWPPP.

7. DISPOSAL

7.01 Disposal of Materials

All debris resulting from operations on this contract shall be legally disposed of at an off-site location. The methods and locations of disposal of materials, wastes, effluents, trash, garbage, oil, grease, chemicals, etc., shall be such that harmful debris will not

enter lakes, ditches, rivers, bayous, canals, waterways, or reservoirs by erosion, and thus prevent the use of the area for recreation or present a hazard to wildlife. Storage and disposal and methods should be in accordance with applicable federal, state and local regulation.

7.02 Disposal of Timber

Creosote treated timbers are assumed to be “non-hazardous” materials, but are considered solid waste. Disposal of creosote treated timber can only occur at an industrial landfill. All treated timber and piling that is not recycled shall be disposed of at an industrial landfill according to LDEQ regulatory requirements and Contractor shall provide manifest and disposal records to Engineer as proof. For all treated timber and pilings that are recyclable by a State approved recycler, the Contractor shall also provide manifest and transportation records to the Engineer as proof for transfer of ownership. All costs for testing, where required for disposal or recycling of demolished materials, shall be provided by the Contractor at his expense.

7.03 Disposal of Hazardous and/or Regulated Solid Wastes

If any hazardous or regulated solid wastes are generated as a result of the Contractor's operations, the Contractor shall submit a Waste Management Plan (WMP) that details the proper handling, removal, transportation, and disposal of such wastes within 10 days of Notice of Award to the Engineer for approval.

The WMP shall identify what types of hazardous and/or regulated solid wastes will be generated and shall list the hazards associated with each waste. All waste generated on-site by the Contractor must be properly identified within thirty (30) days of generation. No regulated wastes shall be allowed to accumulate on-site for more than ninety (90) days. Regulated solid wastes are those listed in the Louisiana Administrative Code (LAC), Title 33, Environmental Quality, Part VII, Solid Waste Regulations as amended. The WMP shall include Material Safety Data Sheets (MSDS), where applicable, for all wastes expected to be generated. The plan shall include, but not be limited to the following:

(a) Hazardous waste shall be placed in closed containers and shall be shielded adequately to prevent dispersion of the waste by wind or water. Hazardous wastes shall be segregated so that incompatible materials are not stored together. Any evidence of improper storage shall be cause for immediate shutdown of the project until corrective action is taken.

(b) Nonhazardous waste shall be stored in containers separate from hazardous waste storage areas.

(c) All hazardous waste shall be transported by a licensed transporter in accordance with Louisiana Administrative Code (LAC), Title 33, Environmental Quality, Part V, Hazardous Waste and Hazardous Materials as amended and 49 CFR 171, Subchapter C as amended.

(d) All nonhazardous waste shall be transported in accordance with local regulations regarding waste transportation.

(e) In addition to the number of manifest copies required by LAC Title 33, one (1) copy of each manifest will be supplied to the Engineer prior to transportation.

(f) The WMP shall identify what types of hazardous and/or regulated solid wastes will be generated, where and how they will be disposed of, and shall list the hazards involved with each waste.

7.03.01 Hazardous Wastes

For the handling, removal, transportation, and disposal of any generated hazardous wastes, the WMP shall conform to the requirements of any detailed specifications as provided in Section 10 of this document (if applicable), the requirements of 40 CFR 260-268, 49 CFR 171-178 as well as other applicable federal, state and local regulations. All employees of the Contractor or Subcontractors that will be directly involved in the handling and/or removal of hazardous wastes shall be trained in accordance with 29 CFR 1910.120. In addition, the employees shall have undergone a medical evaluation in accordance with 29 CFR 1910.120. The Contractor shall include copies of employees' certifications and medical examinations as part of the plan specified herein.

The WMP shall also address the proper Personnel Protective Equipment (PPE) that the employees will be required to wear during the handling and removal of hazardous wastes. The Contractor shall obtain an EPA ID# and Hazardous Waste Disposal Manifests and shall sign the manifests for the generator. Authorization forms are required to be signed by the Engineer prior to disposal. Wastes shall be transported via state and federal approved hazardous waste transporter and treated, stored or disposed of at a RCRA permitted treatment, storage and disposal (TSD) facility. Copies of licenses and certifications of the transporter and TSD shall be included in the WMP. The WMP shall list the name and address of each transporter and TSD to be utilized. The Contractor shall be responsible for any sampling and analysis required by the TSD for characterization purposes. The Contractor shall submit to the Engineer completed copies of all Hazardous Waste Disposal Manifests within five (5) days after ultimate disposal at the TSD. Other regulations applicable to the handling, removal, transportation and disposal of hazardous wastes are: 40 CFR 261 "Identification and Listing of Hazardous Wastes;" 40 CFR 262 "Standards Applicable to Generators of Hazardous Wastes;" 40 CFR 268 "Land Disposal Restrictions;" and, Louisiana Administrative Code (LAC), Title 33, Environmental Quality, Part V, Hazardous Waste and Hazardous Materials as amended.

7.03.02 Regulated Solid Wastes

For the handling, removal, transportation and disposal of any generated regulated solid wastes, the WMP shall conform to the current requirements of Louisiana Administrative Code (LAC), Title 33, Environmental Quality, Part VII, Solid Waste Regulation as amended. Solid wastes shall be transported to a federal and state approved TSD, oil recycler or Industrial Type I Landfill. The Contractor shall identify in the plan how he/she intends to dispose of each solid waste. The WMP shall include the name, address,

licenses, and certifications of each disposal facility that will be used, after written request to, and after approval from the Engineer. If disposal manifests are required, the Contractor shall sign them as the generator. The Contractor shall be responsible for any sampling and analyses that may be required by the disposal facility(ies) for characterization purposes. Licenses, insurance, and certifications of the transporter and disposal facilities shall be included in the WMP. The Contractor shall submit to the Engineer a completed copy of any waste disposal manifests within five (5) days after ultimate disposal.

7.03.03 Laboratory Accreditation

All laboratory testing for waste determinations shall be performed by a laboratory which has Accreditation-Applied status with the LDEQ laboratory certification program. The name and address of the laboratory shall be included in the WMP.

7.04 Maintenance of Pollution Control Facilities

During the duration of this contract, the Contractor shall maintain all facilities constructed for pollution control under this contract as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created. Early in the construction period the Contractor shall conduct a training course that will emphasize all phases of environmental protection.

7.05 Reporting of Pollution Spills or Releases

In the event that an oil spill or chemical release occurs during the performance of this contract, the Contractor is required to contact the appropriate authorities immediately, including but not limited to the Harbor Police Department (504)891-7585 for immediate response, 911 for New Orleans Fire Department Hazardous Materials Response and First Responders, Port Environmental Manager (504)330-4580, and the LDEQ Single Point of Contact for environmental release reporting (225) 925-6595. In addition, for any release to waterways, Contractor or Board representative must contact the National Response Center, telephone number 1-800-424-8802 as soon as possible, or if telephone communication is not possible, the nearest U.S. Coast Guard office may be contacted by radio to report the spill, (33 CFR 153.203). The Contractor shall comply with any instructions from the responding agency concerning containment and/or cleanup of the spill.

8. NOISE

The Contractor shall adhere to the City of New Orleans code of Ordinances, Chapter 66, Article IV NOISE as amended. Construction and demolitions activities shall not begin before 7 a.m. or continue after 6 p.m. within 300 feet of residential zones. Construction and demolition activities beyond 300 feet of residential zones shall not begin construction before 7 a.m. on weekdays or before 8 a.m. on weekends nor continue after 10 p.m. on any day of the week. See Article 7 of General Conditions of these specifications regarding prior approval to work nights, weekends or holidays.

In addition, the maximum exposure level (as measured in accordance with the City ordinance) between the hours of 7 a.m. and 10 p.m. shall not exceed 70dBa.

9. PRECONSTRUCTION SUBMITTALS

The following list of documents is the Contractor's responsibility to be submitted to and approved by the Engineer prior to beginning any work. Each item below contains multiple requirements already detailed earlier in this Section 2000. As such, the section number is included in parentheses as a reference to find additional details:

9.01 Environmental Management Plan

Within ten (10) days after receipt of Notice of Award, all Contractors must submit a brief Plan describing the Contractors environmental management practices that will be implemented on the project site and any related staging areas (Section 2.05). This Plan should reference and/or include items 9.02, 9.03, 9.04, and 9.05 as described below, if applicable.

9.02 Waste Management Plan

Where applicable, a Waste Management Plan (WMP) detailing the handling, storage, removal, transportation, and disposal of hazardous and/or regulated solid wastes generated as a result of the project (Section 7.03).

9.03 Stormwater Permit and/or Notice of Intent

Where applicable, the Contractor must submit National Pollutant Discharge Elimination System (NPDES) permits and/or the filed Notice of Intent (for projects five (5) acres or larger) to the Engineer (Section 2.02).

9.04 Stormwater Pollution Prevention Plan

For all projects affecting one (1) acre of land or greater, within ten (10) days of Notice of Award the Contractor must provide a Stormwater Pollution Prevention Plan (SWPPP) with Water Pollution Control Drawings (WPCDs) illustrating stormwater control measures (BMPs) and the other required sections as referenced (Section 4.03) to the Engineer for approval.

9.05 Project-Specific Submittal Requirements

The following submittals are among those required of the Contractor:

- Project Schedule
- Field Verification Measurements
- Temporary Access Scheme
- Temporary Support Schemes Means and Methods
- Installation and Alignment Procedures
- As-Built Drawings

Please refer to section 5700 "Bridge Machinery" for further details.

10. LEAD PAINT ABATEMENT

Care must be utilized in the abatement of lead paint present at the Seabrook Bridge.

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SECTION 2060 - DEMOLITION AND REMOVAL OF EXISTING STRUCTURE

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SECTION 2060 - DEMOLITION AND REMOVAL OF EXISTING STRUCTURE

PART 1 - GENERAL

1. SCOPE

This section covers the materials, techniques and labor requirements for the removal of remnants of the existing lakeside roadway, including metalwork of the tower and bascule spans, and for the removal of existing Rest Pier Bearing concrete, reinforcing, and metalwork, to the extent of removal and details of the work shown on the Contract Drawings and as required by these specifications.

2. QUALITY CONTROL

Prior to beginning demolition of any area, the Contractor shall make a joint survey thereof with the Engineer, for the purpose of obtaining Engineer's approval.

The Contractor shall establish and maintain quality control for demolition operations to assure compliance with contract specifications.

3. APPLICABLE REGULATIONS

In order to prevent, and to provide for abatement and control of any environmental pollution arising from removal and demolition activities in the performance of this contract, the Contractor and his subcontractors shall comply with all applicable Federal, State, and local laws, and regulations concerning environmental pollution control and abatement. Refer to "SECTION 2000 -ENVIRONMENT PROTECTION."

PART 2 - EXECUTION

4. DISPOSAL OF REMOVED MATERIALS

The Contractor shall accept the site as he finds it and shall inform himself of its character and type of structure and construction to be demolished and removed. Contractor will be held liable for damage or loss to facilities of Board or others resulting from Contractor's operations under the contract.

Dumping of any materials on adjacent premises, on levee or batture, in the Canal or in Lake Pontchartrain, is positively prohibited.

All debris and material removed shall become the property of the Contractor and shall be removed from the job site and satisfactorily disposed of by him, beyond Board's property unless specifically indicated in the Contract Documents to be re-used.

All debris and grubbed materials including vegetation shall become the property of the Contractor.

Removed existing concrete, reinforcing structural metalwork, and similar materials shall be disposed of by the Contractor at an off-site location at his expense, beyond Board's property.

5. DEMOLITION OPERATIONS

Demolition shall be accomplished without damage to areas outside the limits of work which shall remain. Contractor shall repair all damage to remaining construction caused by his activities without cost to the Board.

Explosives shall not be permitted.

Smoking and operations in areas creating a fire or explosive hazard are prohibited. Smoking will only be allowed in areas approved in advance by Engineer where adequate precautions have been taken, but is prohibited on any railroad right-of-way.

From the commencement of demolition through final acceptance of project, the Contractor shall provide a competent, qualified, experienced superintendent at the job sites during all working hours.

The Contractor shall be responsible for receipt of his materials and protection thereof from theft or damage, as well as for his equipment, tools and other items.

Welding and the use of cutting torches (burning) on the project site will be permitted. Where required by law, the Contractor shall obtain a burning permit from the Port Harbor Police at (504) 528-3371.

The Contractor shall determine for himself, the available land access to the sites. The Contractor shall occupy any designated area only so long as it is necessary, and shall remove all equipment, temporary construction, scrap material, litter, and debris immediately when his use of that area is no longer required.

Completion of work includes the complete removal of all equipment, scrap material, litter and debris.

Existing rivets designated to be removed shall be removed by mechanical methods. Flame cutting or hot lancing of rivet heads is expressly disallowed. Rivet shanks shall be driven or drilled out by mechanical methods. The rivet removal process shall not gouge or damage existing metalwork to remain.

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SECTION 5700 – BRIDGE MACHINERY

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SECTION 5700 – BRIDGE MACHINERY

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

A. Work Included:

Replace both Lake Side and River Side 2nd Link Pin Assemblies and replace the Lake Side and River Side 1st Link Pin Retainer Turned Studs, as shown in the Contract Drawing and detailed herein.

The work shall include furnishing, manufacturing, fabricating, erecting, aligning, field boring, installing, testing, and placing into satisfactory service the 1st and 2nd Link Pin assemblies in accordance with The American Railway Engineering and Maintenance-of-Way Association (AREMA), the Specifications, and the Contract Drawings, or as directed by the Engineer or the Port of New Orleans (PONO). The designing, fabricating, and erecting of all required temporary access and support systems are required as part of the Contractor's work.

All parts furnished by the Contractor shall be new, and shall be as shown or an approved equal. In cases where a substitution is proposed, it will be the responsibility of the Contractor to prove equality of the substitution with the original contract drawings, including the submission of a sample for Engineer examination and/or a visit by the Engineer to the proposed manufacturing facility, all at the cost of the Contractor. The Contractor will also provide, at no additional cost, engineering analysis, and design modifications as may be necessitated by the proposed substitution.

The Port of New Orleans shall supply materials for a few components, as detailed in the Contract Drawings, through an advance procurement contract (by others). Raw material dimensions of the material provided are listed in the Bill of Materials in the Contract Drawings. The Contractor shall use the supplied material to fabricate, install, and align the components as detailed in the Contract Drawings. The Contractor shall transport all raw materials from the PONO property to the Contractor's fabrication shop. All other materials, labor, and equipment necessary to perform the work shall be provided by the Contractor.

The Contractor shall:

1. Provide all apparatus, tools, devices, materials and labor to manufacture, paint, ship, install, erect, align, adjust, lubricate, and test the new components for the Lake Side and River Side 1st and 2nd Link Pin connections in a manner as provided herein. Any apparatus, tools,

devices, materials and labor, not specifically stated or included, which may be necessary for the work, shall be furnished by the Contractor.

2. Install and adjust all assemblies with the use of millwrights experienced in this class of work.

1.2 DESCRIPTION OF WORK

A. Items for Temporary Access and Temporary Support

Items, materials, and methods presented in this Specification for the Temporary Access and Temporary Support include all designs, means and methods, components, hardware, and false work, to provide adequate access to the link pin assemblies, unload the Counterweight Links, and perform all work as described herein and detailed on the Contract Drawings.

B. Items of the Lake Side and River Side 2nd Link Pin Assembly Repairs

Items, materials, and methods presented in this section for the Lake Side and River Side 2nd Link Pin Assembly repairs include new; Counterweight Link Bushings, Shear Insert Plug Assemblies, Pins, Lomas Nuts, Collars, Washers, Sleeves, Gusset Sleeves, Retainer Studs, and Operating Strut Bearing Assemblies as detailed on the Contract Drawings. The new components shall be provided complete with all necessary mounting, fastening, and lubrication hardware.

C. Items of the Lake Side and River Side 1st Link Pin Repairs

Items, materials, and methods presented in this section for the Lake Side and River Side 1st Link Pin repairs include new Retainer Turned Stud Assemblies as detailed on the Contract Drawings. The new components shall be provided complete with all necessary mounting hardware.

1.3 SUBMITTALS

A. General

1. The Contractor shall submit, for review, a detailed Installation and Alignment Procedure, including detailed steps for safely conducting the prescribed work. The procedure shall include steps for measuring, recording, and analyzing alignment data. Prepared blank forms to be used for recording alignment data shall be included in the procedure. The procedure shall also include all equipment, with working loads and ratings, intended to be used throughout the work.

2. Submittals shall be in Portable Data Format (PDF). Any necessary drawings generated in computer-aided design and drafting software (CADD) shall be submitted as an original PDF generated from the CADD software package. All catalog cuts and other documents shall be text searchable PDF documents when possible. Scanned catalog cuts and other documents shall be scanned using 300 dpi resolution, and in 8-bit up to 24-bit color.
3. Submittals shall fully define all details and assemblies, indicate the methods and sequences to be employed in the assembly and installation of bridge components.
4. Submittals shall be neat and legible, clearly show dimensions and pertinent ratings, and be marked to explicitly identify the intended use of each component on this project. Where a catalog cut sheet is submitted with a table, listing or group of similar items with different catalog numbers and/or options, the specific item(s) being proposed shall be clearly marked.
5. As-Built Drawings shall be maintained on site by the Contractor and shall be a full-size set of Contract Drawings, erection layouts and plans, marked-up with changes/revisions to reflect the as-built or as-installed condition. Such plans and drawings shall be updated weekly, so that no changes or deviations are more than one week old without being correctly documented. These working drawings shall be the basis for the deliverable As-Built Drawings.
6. As-Built Drawings shall present complete details of all parts as installed on the bridge and shall be submitted to the Engineer as finished, formal drawings within 30 days after completion of all work.
7. The Contractor shall submit copies of producer or manufacturer data, e.g. specifications, tests results and installation instructions, for items and materials including:
 - a. Mill reports and physical tests of all metals
 - b. Bolts, nuts, washers, and other fasteners
 - c. Paint
 - d. Standard and custom-manufactured purchased components

B. Required Submittals

The Contractor shall submit detailed procedures, including but not limited to access, temporary supports, removals, boring, installation, alignment, and testing. All submittals requiring the Contractor's engineering design calculations shall be signed and sealed by the Contractor's professional engineer registered in the state of Louisiana. The submittals shall be submitted

to the Engineer for review of general conformance prior to construction. The Contractor shall not proceed with construction items until the Engineer determines that the corresponding submittal "Conforms with Concept" or "Conforms with Concept as Noted."

Submittals which have not been found to Conform with Concept or require correction shall be resubmitted until they are acceptable to the Engineer. This review procedure shall not be considered a cause for delay.

The Contract Drawings and Specifications detail requirements for all of the required submittals, which included but are not be limited to:

1. Project Schedule
2. Field Verification Measurements
3. Temporary Access Scheme
4. Temporary Support Schemes Means and Methods
5. Installation and Alignment Procedures
6. As-Built Drawings

C. Fabricated Items

1. The Contract Drawings were generated with sufficient detail with the intent that they could be used in lieu of shop drawings. If additional drawings are necessary to satisfy the requirements of the Contract Drawings, they shall be developed by the Contractor at no extra cost. Any changes, deletions, or additions to the Contract Documents, proposed by the Contractor, shall be submitted to the Engineer for review.
2. The Contractor shall submit complete details on classification of materials, schedules for fabrication and shop assembly, procedures and diagrams showing sequence and details for erection and review. The Contractor is responsible for providing all field measurements and erection layouts necessary to fully define the details of all fabricated components. Reformatted Contract Drawings, with complete manufacturing and erection information as set forth herein, shall be acceptable.

D. Assembly and Erection Drawings

Complete assembly and erection drawings shall be furnished with the Installation and Alignment Procedure submittal. These drawings shall provide identification of, and essential locating dimensions for each part or assembly with respect to the bridge or foundation.

1.4 INSPECTION AND TESTING

All shop testing and shop alignment verification shall be performed in the presence of the Engineer. The Engineer shall be given at least two weeks notification prior to all testing.

1. After completion of part manufacture, the new components shall be made available for an inspection by the Engineer prior to shipment from the shop. The shop quality control documentation shall be made available for inspection and comparison to measurements taken on the completed parts.
2. A shop fit up test shall be performed with all new components in the 2nd Link assembly to verify proper fitment prior to installation in the field. With the components assembled and the pin and inboard gusset sleeves engaged, ensure that the gusset sleeve O.D. is concentric with the pin to within 0.003" T.I.R.
3. All aspects of field installation shall be made available for inspection by the Engineer. After installation is complete, the span will be operated through at least 10 full raise/lower cycles so that the new joint can be monitored.

1.5 APPLICABLE STANDARDS

The publications listed below form a part of this Specification to the extent referenced. The publications are referred to in the text by basic designation only. The latest revisions only shall be used for all references.

Where not otherwise specified herein, workmanship, materials, fabrication and erection of the bridge components shall be in accordance with the requirements of The American Railway Engineering and Maintenance-of-Way Association (AREMA) Manual for Railway Engineering, Chapter 15, Part 6, "Movable Bridges" (2016).

- A. American Railway Engineering and Maintenance-of-Way Association (AREMA) Chapter 15, Part 6, Movable Bridges, 2016 Edition.
- B. American Society for Testing and Materials (ASTM), latest version of all applicable standards.
- C. American National Standards Institute (ANSI), latest version of all applicable standards.
- D. Society of Automotive Engineers (SAE), latest version of all applicable standards.

- E. American Welding Society (AWS), Structural Welding Code, D1.5, latest version of all applicable standards.
- F. American Iron and Steel Institute (AISI), latest version of all applicable standards.
- G. American Institute of Steel Construction (AISC), latest version of all applicable standards and specifications.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General

All mechanical components and materials shall be new and conform to standard ASTM and other specifications included previously and indicated on the drawings and herein, or as may be otherwise applicable.

Brinell hardness tests shall be made, and included on inspection reports, for forgings or other material for which hardness values are required on the drawings, in the materials specifications or specified herein.

No item shall be fabricated, machined, welded, cast or forged without sufficient advance notification to the Engineer to permit scheduling of required inspection. The Contractor shall furnish all facilities and provide for the free access at the plant or shop for the inspection of material and workmanship. Inspection and testing shall conform to the following requirements:

1. Inspection at the plant or shop will not relieve the Contractor from responsibility for furnishing satisfactory materials and workmanship. Acceptance of a material or item shall not prevent subsequent rejection if material is found defective. The Contractor shall remedy defects due to workmanship, erection, materials or design for a period of one year after final tests and acceptance have been made, at his own expense. The Contractor shall furnish a satisfactory guarantee to ensure correction of defects. If necessary, such defects may be corrected by others at expense to the Contractor.
2. The Contractor shall furnish the Engineer with the number of copies of purchase orders as may be required.
3. Unless otherwise provided, the Contractor shall furnish without charge, test specimens required herein, and all labor, testing machines, tools and equipment necessary to prepare the specimens and to make the physical

tests and analyses. Two copies of test reports and chemical analyses shall be furnished to the Engineer.

B. Manufacturer's Recommendations

When installation procedures for an item or component are required to be in accordance with the recommendation of the manufacturer, printed copies of the recommendations shall be furnished to the Engineer prior to installation. Installation of the item will not be allowed to proceed until the recommendations are received. Failure to furnish these recommendations can be cause for rejection of the material.

C. Standard Products

Materials and parts shall essentially be standard, current production, cataloged products of established manufacturers regularly engaged in production of such materials or parts, and have at least two years of satisfactory commercial or industrial use prior to bid opening and the latest design that complies with the requirements on these contract documents.

Materials of equal or greater strength and corrosion resistance than shown on the Contract Drawings may be proposed and are subject to review by the Engineer. Similarly commercial components proposed to be supplied by alternative manufacturers shall be submitted to the Engineer for review. The Contractor will be responsible for proving equality with the originally specified component.

1. Electrodes for Welding

Electrodes for welding shall comply with AWS D1.5 Code.

2. High Strength Bolts, Nuts and Washers

Heavy hexagonal head bolts shall conform to ASTM F3125, Gr. A325, Type 1 or ASTM A449, Type 1. Heavy hexagonal nuts and hardened washers shall conform to ASTM A563 Grade DH and F436, respectively. ASTM A307 and SAE Grade 1, 2, or 4 bolts shall not be used. All bolts shall conform to the dimensions of ANSI B18.2.1 finished hex bolts. Screw length shall be sufficient to allow a minimum of (2) two threads to extend beyond the nut.

Threads for bolts, nuts, and cap screws shall conform to the unified thread standards, coarse thread series with a Class 2A tolerance for bolts and Class 2B tolerance for nuts, in accordance with ANSI B1.1, unless otherwise specified.

3. High Strength Turned Bolts and Studs

Turned bolts shall conform to ASTM A193, Gr. B7, unless otherwise specified on the Contract Drawings.

4. Flat Countersunk Head Cap Screws

Flat countersunk head cap screws shall conform to ASTM F835. Stainless steel hex socket flat countersunk head screws shall be Type 316, with a minimum tensile strength of 80,000 psi, and shall meet or exceed ASTM F879, Alloy Group 2, Condition CW, unless otherwise specified. Dimensions shall conform to ANSI B18.3.

5. Stainless Steel

Stainless steel components where specified shall be Type 316.

2.2 DETAILS AND WORKMANSHIP

- A. The components shall be finished, assembled, and adjusted in a manner conforming to the intent of the Contract Documents and using best shop practice. The limits of accuracy which are to be observed in machining and the allowances for all metal fits, not already shown on the Contract Drawings, shall be placed on the Contractor's working drawings. Fits and finishes of component shall be as called for on the Contract Drawings or as specified in the AREMA Manual, Chapter 15, Article 6.5.1.
- B. Where surface finishes are indicated, the symbols used shall conform to ANSI B46.1, "Surface Texture". Roughness specified is the maximum value, and any smoother finish will be satisfactory. Compliance with specified surface will be determined by trained sense of feel and by visual inspection of the work compared to "Standard Roughness Comparisons" in accordance with the provisions of ANSI B46.1. Values of roughness width and waviness are not specified, but shall be consistent with the general type of finish specified by the roughness height. Flaws such as scratches, ridges, holes, peaks, cracks or checks which will make the part unsuitable will be cause for rejection.
- C. Unspecified surface finishes shall conform to AREMA, Section 6.5.1. Mating surfaces shall be machined to provide even, true bearing. Surfaces with rotating or sliding contact shall be highly polished and finished true to the given dimensions.
- D. So far as practicable, all work shall be laid out to secure proper matching of adjoining unfinished surfaces. Large discrepancies between adjoining unfinished surfaces shall be remedied to realize proper alignment. Unfinished surfaces shall be true to the lines and dimensions shown on the shop drawings

and shall be chipped or ground free of all projections and rough spots. Depressions or holes not affecting the strength or function of the parts may be filled in a manner approved by the Engineer.

E. All edges and corners of machined parts and fabricated support structures that are exposed in the finished work shall be rounded or chamfered. All burrs or other surface defects that could be injurious to workers erecting or maintaining the bridge assemblies shall be removed. Remove all burrs and break all sharp edges.

F. Mechanical Component Requirements

1. Shafting and Pins

- a. Rounds and shafts shall be true, straight and free from flaws, piping, laps, seams, or cracks. All shafts shall have finished ends with a 60-degree lathe center with a clearance hole at the exact center of the shaft. Stepped shafts shall have fillets finished smoothly to adjacent surfaces without tool marks or scratches. Surface finish for fillets shall have a maximum roughness of 63 micro-inch according to ANSI B46.1, unless a finer finish is required.
- b. All forged shafts shall be reduced to size from a single bloom or ingot until perfect homogeneity is secured. The blooms or ingots, from which shafts or pins are to be made, shall have a cross-sectional area at least three times that required after finishing. No forging shall be done at less than red-heat. Forged rounds for shafts and pins shall be true, straight, and free from any defect.
- c. All shafts and pins shall be accurately finished, round, smooth, and straight; and when turned to different diameters, they shall have rounded fillets at the shoulders. Each shaft or pin having a uniform diameter of 8 inches or more and each shaft or pin having several diameters, of which the smallest is 8 inches or more, shall be bored lengthwise through the center to a diameter approximately one fifth the smallest diameter. The wall of the center bore shall be examined for cracks and fissures. Shafts and pins exhibiting defects will not be accepted. Shafts that are bored with an inspection hole shall have the ends prepared for the attachment of a centering device equivalent to the lathe center. All such devices shall be furnished as part of the work.
- d. All journal bearing areas on shafts and pins shall be accurately turned, ground, and polished with no trace of tool marks or scratches on the journal surface or adjoining shoulder fillets. The journal bearing area shall have an 8 micro-inch finish or better. Journal diameters shall be finished to the limits of an ANSI Class RC6

running fit, unless otherwise noted. Bearing seats on shafts with rolling element bearings shall have a surface finish of 63 micro-inch, unless otherwise specified by the bearing manufacturer.

2. Hubs and Bores

The hubs of all collars and bearings shall be finished on both faces and polished where the hub face performs the function of a collar. Unless otherwise noted or recommended by the manufacturer, all other hubs shall have a 32 micro-inch finish or better for 2 inch or smaller bore, or a 63 micro-inch finish or better for a bore larger than 2 inches.

3. Bearings and Bushings

Bronze bushings shall be made of ASTM B22, Alloy C91100 as specified on the Contract Drawings. Bushings shall be grease lubricated and shall be grooved or lubrication, as shown on the Contract Drawings. All grease grooves shall be machine-cut and smooth. The corners of all grooves shall be rounded to a radius of not more than half the width of the groove or as shown, with all radii tangent to adjoining surfaces.

4. Turned Bolts and Studs

The bodies of turned bolts and studs shall be finished to 63 micro-inches or better, as defined by AREMA. Threads for the turned bolts, studs, and nuts shall conform to the Unified Thread Standards, coarse thread series with a Class 2A tolerance for bolts and Class 2B tolerance for nuts, in accordance with ANSI B1.1, unless otherwise specified. Turned bolts are designated by their nominal thread size. The turned bolt body shall be 1/16" larger in diameter than the nominal thread size specified, and shall have an LC6 fit with reamed holes. Bolt head and nut bearing surfaces shall be flat and square with the axis of the bolt holes and shall be spot faced if necessary. Unless otherwise noted, bolt holes in mechanical parts required for connecting to supporting steelwork may be sub-drilled (in the shop) smaller than the turned bolt diameter and shall be reamed together with supporting structural steel either during assembly or at erection, after the parts are correctly assembled and aligned. Positive type locking shall be provided, unless otherwise called for on the Contract Drawings. Double nuts are preferred. Where two heavy nuts are not used, heavy hex and jam nuts shall be used. Alternate locking methods shall be submitted to the Engineer for approval.

5. Castings

All castings shall be cleaned free of all loose sand and scale. All fins, seams, gates, risers and other irregularities shall be removed. All unfinished edges of castings shall be neatly cast with rounded corners and all inside angles shall have ample fillets. Dimensions of castings shown on the drawings will be the finished dimensions. Deviations from the dimensions and the thicknesses of the castings, as shown on the drawings, will not be permitted to exceed such amounts as will, in the opinion of the Engineer, impair the strength of the casting as computed from the dimensions shown. Warped or otherwise distorted castings, or castings that are oversize to such an extent as to interfere with the proper fit with other parts of the assembly, will be rejected. All castings shall be manufactured in accordance with ASTM A781 and shall be tested for internal defects using the applicable examination method prescribed under Supplementary Requirements of ASTM A781.

6. Welding

All welding shall be performed by certified welders. Welding shall comply with AWS D1.5, latest edition. Welded steel parts and supports shall be given a stress relief heat treatment prior to machining. The Contractor shall submit a schedule of the proposed stress relief heat treatment to the Engineer for review. The schedule shall include a description of the part and an explanation of the proposed heat treatment, including the rate of heating, the soaking temperature, the time at the soaking temperature, the rate of cooling, and the temperature at which the part is to be withdrawn from the chamber. Soaking times of less than one hour will not be approved. All welds shall be 100% inspected by non-destructive methods. Completely test all welds used to fabricate components by ultrasonic inspection using the methods given by ASTM E164, according to AWS D1.5 for tension members, unless noted otherwise. All weldments shall have no feather edges and all free edges of stiffeners, webs, and gussets shall be welded.

Submit all weld procedures and welding qualifications prior to the start of work.

7. Advance Procurement Materials

The Port of New Orleans shall supply materials for a few components, as detailed in the Contract Drawings, through an advance procurement contract (by others). Raw material dimensions of the material provided are listed in the Bill of Materials in the Contract Drawings. The Contractor

shall use the supplied material to fabricate, install, and align the components as detailed in the Contract Drawings. The Contractor shall transport all raw materials from the PONO property to the Contractor's fabrication shop. All other materials, labor, and equipment necessary to perform the work shall be provided by the Contractor.

8. 2nd Link Pin Assembly

The 2nd Link Pin Assembly components shall be installed in holes bored to dimensions providing the fit described on the Contract Drawings. The existing structural components shall be bored precisely to provide the indicated fits. All line boring operations shall be bored from a single setup operation to ensure concentricity. All holes bored in the structural members shall include a 1/16" chamfer. Final finished dimensions of some components shall be held in the shop for field measurements as detailed on the Contract Drawings.

9. 1st Link Retainer Turned Studs

Final finished dimensions of the turned stud shoulders shall be held in the shop for field measurements to achieve proper fits as detailed on the Contract Drawings.

PART 3 - QUALITY CONTROL AND ASSURANCE PROGRAM

3.1 QUALITY CONTROL

- A.** The Contractor shall maintain and be responsible for the Quality Control of the installation of the new mechanical components. The Contractor's Quality Control Manager shall monitor the installation of all mechanical components included in this section, and insure that all work is performed in accordance with the Contract Documents, Specifications, manufacturer's installation procedures and all applicable Codes and Standards.
- B.** The Contractor's Quality Control Manager shall maintain documentation of all required mechanical testing and shall turn them over to the Engineer in a timely manner.
- C.** The Contractor's Quality Control program shall be responsible for notifying the Engineer immediately for clarification whenever any portion of the work is not clearly or accurately defined.
- D.** Warranty. The Contractor shall remedy defects due to workmanship, erection, materials or design for a period of one year after final tests and acceptance have been made, at his own expense. The Contractor shall furnish a

satisfactory guarantee to ensure correction of defects. If necessary, such defects may be corrected by others at expense to the Contractor.

3.2 QUALITY ASSURANCE

- A.** The Engineer shall, at his discretion and as he deems necessary, inspect and verify the procedures and operations being performed during the installation of the 1st and 2nd Link Pin assemblies.
1. Inspection. Materials and fabrication procedures are subject to inspection and testing in the mill, shop and field by the Engineer. Such inspections and tests will not relieve the Contractor of responsibility for providing materials and fabrication procedures in compliance with specified requirements.
 2. Design of Items and Connections. All details shown on the Contract Drawings are typical and apply to similar conditions unless otherwise indicated. All dimensions and details shall be verified at the site before proceeding with any work and to avoid causing subsequent delay in work.
- B.** The Engineer will review all QC records and test reports submitted by the Contractor's Quality Control Manager.
1. Certified Test Reports. As used herein, certified test reports refer to reports of tests conducted on previously manufactured materials or equipment identical to that proposed for use.
 2. Mill/Factory Tests. As used herein, mill or factory tests refer to tests required to be performed on the actual materials or equipment proposed for use. Results of the tests shall be submitted in accordance with the provisions of this Contract for laboratory test results.
 3. The Engineer shall have the authority to reject materials and workmanship that do not conform to the requirements of the Contract. Inspection of material and workmanship may be conducted before, during, and after fabrication, as deemed necessary by the Engineer. Materials and workmanship which are "in the process" of being fabricated and are found to contain defects or to have been subjected to damaging fabrication procedures shall be rejected while still in process. The Engineer will have the right to perform, at the expense of the Owner, non-destructive tests of material and workmanship. At the discretion of the Owner, QA functions may be exercised on site and at the mill and shop. The Contractor shall furnish means and assistance for testing materials and workmanship.

4. The Engineer will have free and safe access at all times to any portion of shops and field where work is being done under these Specifications.

3.3 CONTRACTOR EXPERIENCE

- A. The Contractor and field machining and installing subcontractors shall each have performed similar work, as determined by the Engineer, on a minimum of one movable bridge in the last five years.
- B. The Contractor shall submit, to the Engineer for evaluation, a tabulation of experience in the installation of movable bridge mechanical assemblies, with specific attention to any projects on Strauss Bascule Bridges. The list of experience submitted to the Engineer shall include experience of the mechanical suppliers and subcontractors, with specific attention to any projects on Strauss Bascule Bridges.

PART 4 - EXECUTION

4.1 DELIVERY, STORAGE, AND HANDLING

- A. All components and materials shall be delivered to the site in accordance with the submitted construction schedule of work. Any special provisions used for material handling shall be provided by the Contractor.
- B. Components and materials shall be properly packaged and protected from weather, dirt, and all other injurious conditions from initial shipment until the time of installation.
 1. Assembled units shall be mounted on skids or otherwise crated for protection during shipment and storage.
 2. Prior to shipment from the manufacturer's and/or fabricator's plant or plants, the Contractor shall prepare the various elements for shipment. All large, bulky, heavy or assembled items shall be securely mounted on skids or pallets of ample size and strength to facilitate loading and unloading. All small parts shall be boxed in sturdy wood or heavy corrugated paperboard boxes. A packing list enclosed in a moisture proof envelope and indicating the contents of each such box shall be securely attached to the outside of the container. The skid/pallet mounting and boxing shall be done in a manner which will prevent damage to the equipment during loading, shipment, unloading, storage and any associated and/or subsequent handling. Weatherproof covers shall be provided during shipment to protect any and all items shipped in open railway cars, trucks, or barges. Any eyebolts, special slings, strongbacks, skidding attachments or other devices used in loading the equipment at

the manufacturer's and/or fabricator's plant or plants shall be furnished for unloading and handling at the destination.

3. Finished and unpainted metal surfaces that would be damaged by corrosion, shall be coated with a 0.030" minimum film thickness, as soon as practicable after finishing, of No-Ox-Id, A-Special, as manufactured by San-Chem Company, Chicago, Illinois, or approved equal. This coating shall be removed from all surfaces prior to lubrication for operation and from all surfaces prior to painting after erection. If the anti-rust coating on any part becomes compromised prior to part installation, the coating shall be restored immediately.
 4. Shaft journals that are shipped disassembled from their bearings shall be protected during shipment and before erection by a packing of oil-soaked rags secured in place by burlap and covered with heavy metal thimbles or heavy timber lagging securely attached; an alternate method may be submitted for review. Every precaution shall be taken to ensure that the bearing surfaces will not be damaged and that all parts shall arrive at their destination in satisfactory condition.
- C. Material storage on site shall afford easy access for inspection and identification, protection from the ground and prevent distortion or damage.

4.2 ERECTION

- A. Prior to delivery of any components to the site, the Contractor shall submit a detailed Installation and Alignment Procedure to the Engineer for review for general conformance with the design concept and intent expressed in the Contract Documents. The Engineer's review of the Installation and Alignment Procedures will not relieve the Contractor of responsibility for achieving satisfactory installation and alignment of the rehabilitated assemblies.
- B. Erection work shall not commence until all required items have been completed, submitted and reviewed by the Engineer.
- C. The Contractor shall provide personnel and supervising engineers familiar and experienced in the installation of movable bridge mechanical components, especially for Strauss Bascule spans. The Contractor shall provide all the precision equipment that may be required for the proper and accurate installation of the components.
- D. Prior to erection, all finished surfaces, which were coated by a rust-inhibiting coating, shall have the coating removed with an approved solvent. While mechanical parts are being erected, and work is interrupted, they shall be covered by a durable waterproof covering. Collect and dispose of waste solvents, coatings, and expendables per local, state, and federal regulations.

- E.** The mechanical components shall be erected and adjusted by competent mechanics and millwrights skilled in the type of work involved. They shall be provided with all necessary precision measuring and leveling instruments as may be required. The mechanical components shall be erected with exactness so the various parts are truly aligned in their proper positions and, when entirely assembled, will operate smoothly without binding or undue looseness of the components.
- F.** All parts of the mechanical components shall be erected in accordance with erection marks and match-marks. Before final drilling or reaming, all parts shall be adjusted to exact alignment by means of shims furnished for each part. After final alignment and bolting, all components shall operate smoothly.
- G.** Torques for all grades of bolts shall be proportioned to their strength and shall be indicated on the erection drawings or installation procedures. ASTM A449 bolts shall be torqued to the same tension required for ASTM A325 bolts.
- H.** Throughout the installation, bolts and nuts shall be adjusted or tightened only with wrenches that fit; tightening with chisels and hammers will not be permitted.
- I.** The mechanical components and all machine-like elements or parts shall be assembled, erected, aligned, and adjusted at the bridge site under the direct and continuous supervision of the Engineer, to whom the Contractor shall afford every opportunity and facility to satisfy himself that the work is being done in accordance with the Contract Drawings, Specifications, and acceptable construction practices.
- J.** Alignment of all mechanical components shall be rechecked after all connections have been installed and in operation for a minimum of 10 opening/closings.
- K.** Access Scheme

The Contractor is advised that access to the 1st and 2nd Link Pin assemblies is limited. Access on each side of the 2nd Link Pin truss gusset plates is limited by the Portal Strut PS4, Portal Bracing Struts, and Portal Strut Cover Plate on the inboard side and the operating strut support on the outboard side. The Contractor shall determine access required for all procedures and develop details for temporary removal or modification of the conflicting structural elements. The Contractor shall submit specific details of the Temporary Access Scheme to the Engineer for review. Efforts should be made to limit the amount of structural elements required to be temporarily removed or modified. As access schemes are being developed, the Contractor may engage the Engineer for suggestions or preliminary comments prior to submitting the final access scheme for review.

The Contractor shall not remove or modify any existing structural metalwork without a detailed procedure reviewed by the Engineer. After all assembly repair work is complete, all structural metalwork shall be reinstalled or strengthened as detailed in the submitted access scheme.

L. Unloading the Counterweight Link and Other Temporary Works

The Contractor shall submit the Temporary Support Schemes Means and Methods, including but not limited to all items involved with supporting the Counterweight and unloading the Counterweight Link, for the Engineer's review for general conformance with the design concept and intent expressed in the Contract Documents. The Contractor shall submit both calculations and detailed drawings of the proposed temporary support schemes for review by the Engineer. The calculations and drawings shall be signed and sealed by the Contractor's professional engineer registered in the state of Louisiana. The Contractor shall not proceed with construction of temporary supports until the Engineer determines that the corresponding submittal "Conforms with Concept", or "Conforms with Concept as Noted".

Temporary support schemes shall maintain at least one track in full service to railroad traffic while the temporary supports are in place, with the railroad clearance envelope as required by the Railroad. The scheme shall incorporate and detail the hydraulic jacking system, or other proposed and reviewed system, to transfer the counterweight load. The system shall be mechanically lockable to physically support the load during all required work. Hydraulic pressure shall not be required to sustain support of the load during the replacement work sequence.

The Contractor's schedule shall allow the Engineer two weeks of review time per temporary support scheme submittal.

The shear plug inserts and pin installations will require small precise movements of the Counterweight and Counterweight Links, which is a heavy structural member. All lifting, rigging, and temporary support plans shall be included in the Temporary Support Schemes Means and Methods and the Installation and Alignment Procedure that are to be submitted for review of conformance prior to the beginning of the work.

Replacement of the 1st Link Pin Retainer Turned Studs, described herein, requires unloading the 1st Link Pin from the weight of the Counterweight Link. The Temporary Support Schemes Means and Methods submittal shall detail plans to ensure that the 1st Link Pin Assembly is unloaded from supporting the weight of the Counterweight Link.

M. Existing Component Removal

The Contractor shall not initiate removal of any existing 1st or 2nd Link Pin assembly components until the Counterweight Link has been fully unloaded and

supported by temporary means. The Contractor shall develop the methods for determining and verifying that the counterweight link has been fully unloaded. These methods shall be included with the Temporary Support Schemes submittal to the Engineer.

The Contractor's Installation and Alignment Procedure submittal shall detail proposed means and methods to remove the required existing 1st Link Pin retainer bolts and 2nd Link Pin assemblies. The Contractor shall exercise care during the removal and replacement processes to prevent damage to any existing components designated to remain. Any existing components to remain that are damaged during the Contractor's activities shall be replaced in-kind at the Contractor's expense and to the satisfaction of the Engineer.

N. Operating Strut Removal and Bearing Replacement

Details of the Operating Strut removal, installation, and bearing replacement shall be included in the Installation and Alignment Procedure submittal.

Prior to removing the pins for the Operating Struts or disconnecting any part of the 2nd Link Pin assembly, the Contractor shall anchor the bascule span from potential uplift, support and restrain the Operating Strut from movement once the pin is removed, and brace the Operating Strut Guide from rotating. After the existing pin is removed, the entire Operating Strut shall be retracted and lifted away from the 2nd Link joint and placed on a work barge to perform the line boring and new bearing installation. Alternatively, the forward end of the Operating Strut may be retracted and temporary supports installed to allow access for the line boring and installation work without removing the entire strut.

The Contractor may propose to remove the top guide rollers of the Operating Strut Guide to allow for lifting of the strut without retracting through the guide. Initial clearance between the Operating Strut and the Operating Strut Guide top rollers shall be measured. After resetting the Operating Strut, the top roller assembly shall be reinstalled with clearance to the strut between a minimum of 1/8" and a maximum of the originally measured clearance.

The pin installation will require small precise movements of the Operating Strut, which is a heavy structural member. All lifting, rigging, and temporary support plans shall be included in the Installation and Alignment Procedure that is to be submitted for review prior to the beginning of the work.

Requirements of the Operating Strut Bearing replacement shall be as detailed in the Contract Drawings.

O. Counterweight Link Removal and Bushing Replacement

Details of the Counterweight Link removal, installation, and bushing replacement shall be included in the Installation and Alignment Procedure submittal.

The Contractor shall not initiate removal of the Counterweight Link until the Counterweight Link has been fully unloaded and supported by temporary means as detailed herein. Prior to removing the 2nd Link Pins for the Counterweight Link or any other components of the 2nd Link Pin assembly, the Contractor shall support and restrain the Counterweight Link from movement once the pin is removed. After the 2nd Link Pin is removed, the 2nd Link end of the Counterweight Link shall be retracted and temporarily supported to perform all work required for the bushing replacement.

The Contractor is advised that the Lake Side and River Side Counterweight Links are tied together by structural bracing members. The Contractor may propose to remove the 2nd Link ends of both the Lake Side and River Side Counterweight Links as one complete assembly or disconnect the Counterweight Link structural bracing members to remove and work with each Counterweight Link independently. All Counterweight Link structural bracing connections shall be restored at the completion of the work, prior to operating the bridge.

The shear plug insert and pin installations will require small precise movements of the Counterweight and Counterweight Links, which is a heavy structural member. All lifting, rigging, and temporary support plans shall be included in the Temporary Support Schemes Means and Methods and the Installation and Alignment Procedure that are to be submitted for review of conformance prior to the beginning of the work.

Requirements of the Counterweight Link Bushing replacement shall be as detailed in the Contract Drawings.

P. Establishing the Original Common 2nd Link Pin Centerline

All 2nd Link Pin assembly installation work, including but not limited to the initial Counterweight Link and Operating Strut alignment, shear plug insert boring and installation, line boring, and pin installation shall be performed based on a common 2nd Link Pin Centerline. Both the Lake Side and River Side 2nd Link Pin assemblies shall be accurately aligned vertically and horizontally to a single, common 2nd Link Pin Centerline. The Contractor shall establish the 2nd Link Pin Centerline, with a piano wire or other proposed and reviewed method, as a straight horizontal centerline located by the original pin centerlines at both Lake Side and River Side 2nd Link Pins and perpendicular to the bridge longitudinal centerline. The 2nd Link Pin Centerline shall not be established from the current 2nd Link Pin positions due to misalignment caused by wear. The theoretical centerline shall account for the piano wire sag.

The Contractor shall supply all temporary components and equipment for the centerline setup and alignment measurement to the established centerline.

The Contractor shall submit a detailed procedure for establishing the 2nd Link Pin Centerline in the Installation and Alignment Procedure submittal to the Engineer for review of conformance.

Q. Shear Plug Boring and Installation

Refer to requirements in the Contract Drawings for the Shear Plug Insert sequence, alignment requirements for the Counterweight Link and Sleeve-19C2 prior to boring, boring details, and installation. All requirements shall be included in the Contractor's Installation and Alignment Procedure.

R. 2nd Link Pin Assembly Line Boring

Refer to requirements in the Contract Drawings for the Line Boring sequence and boring details. The line boring setup shall be carefully located concentric with the established 2nd Link Pin Centerline so that both Lake Side and River Side 2nd Link Pin assemblies are accurately aligned. The alignment of the Line Boring setup shall be obtained vertically and horizontally such that, when the 2nd Link Pin assemblies are installed, the axes of the two 2nd Link Pins will be as near to a straight horizontal line as possible. The alignment tolerance if measured at the inboard ends of both the Lake Side and River Side 2nd Link Pins shall be within 1/32" from a theoretical level centerline centered about the outboard ends of both pins.

The Contractor shall submit details of the Line Boring procedure including setup and alignment as part of the Installation and Alignment Procedure submittal to the Engineer for review of conformance.

S. 2nd Link Gusset Sleeve and Pin Installation

Refer to requirements in the Contract Drawings for the Gusset Sleeves and Pin installation. All requirements shall be included in the Contractor's Installation and Alignment Procedure.

T. 1st Link Pin Retainer Turned Bolt Replacement

The Installation and Alignment Procedure shall include the Contractor's means and methods to remove and replace the 1st Link Retainer Turned Studs.

The Contractor is advised that previous attempts to replace link pin retainer turned studs at this bridge and other similar bridges, with the Counterweight Link supporting the full weight of the counterweight, has been difficult. All work to replace the 1st Link Pin Retainer Turned Studs shall be conducted with the Counterweight Link unloaded from the counterweight and the 1st Link Pin unloaded from the weight of the Counterweight Link. The Temporary Support Schemes Means and Methods submittal shall detail plans to ensure that the 1st Link Pin Assembly is unloaded from supporting the weight of the Counterweight Link.

The Contractor is advised that previous extraction of retainer studs has sometimes required significant force.

Once the existing retainer turned bolts are removed, the Contractor shall measure the existing bolt holes and modify the new turned stud shoulders as necessary, and as reviewed by the Engineer, to achieve the required fit.

The Contractor shall supply custom drift pins to aid in installation of the 1st Link Pin Retainer Turned Studs. Details of the drift pins shall be submitted with the Installation and Alignment Procedure submittal.

The Contractor shall never have more than three retainer turned studs removed from each 1st Link Assembly during the replacement work.

The Contractor shall provide extra bolt stock as shown in the Contract Drawings to replace bolts that may become damaged during the installation procedures. All unused extra bolt stock shall become property of the Port of New Orleans at the completion of the project.

4.3 PAINTING

- A.** Cleaning and painting of metalwork surfaces shall conform to the requirements for cleaning and painting herein and shall be indicated on the installation procedures.
- B.** General - All metalwork to be painted shall be shop painted with the designated three coat paint system with the exception of the finished, lubricated, or sliding surfaces. Bolts and exposed portions of the pins shall be painted in the field after final installation. Color for the top coat will be as per the direction of the Port of New Orleans.
 - 1. SSPC, Paint Specification No. 20 - Zinc-Rich Primers – Type IC self curing solvent borne shop applied inorganic zinc (3-4 dry mils); field paint for bolts and touch-up of any damaged shop primer to be organic zinc.
 - 2. SSPC, Paint Specification No. 22 - Epoxy Polyamide Paints - intermediate coat (4-6 dry mils).
 - 3. SSPC, Paint Specification No. 36 - Two-component aliphatic Polyurethane Top Coat, Performance-Based (2-3 dry mils).
- C.** The paints shall be of one manufacturer and shall conform to the chemical and performance requirements of the manufacturer's published technical data application information, and the referenced specifications.
- D.** All metalwork to be painted shall be blast cleaned to an SSPC SP10 near-white blast.

- E.** The Contractor will not be allowed to clean or paint at night. All cleaning and painting shall be performed only during daylight hours.
- F.** Coatings application shall be in accordance with the manufacturer's recommendations, SSPC-PA 1 Paint application Specification No. 1 and these Specifications, whichever is more stringent.
- G.** Coatings shall be applied only to surfaces prepared in accordance with the manufacturer's recommendations and these Specifications.
- H.** Paint systems may be applied by conventional air spray, airless spray equipment or brush in accordance with the manufacturer's recommendations and these Specifications.
- I.** The painted surfaces shall be free from dry spray, over spray, runs, sags, drips, excessive paint build-up, ridges, waves, laps, streaks, brush marks and variations in color, texture and finish (glossy or dull). The coverage shall be complete and each coat shall be so applied as to produce an even film of uniform thickness, completely coating corners and crevices, and bonded to the underlying surface. When spot repairs are necessary, the edges of the surrounding coating shall be feathered, leaving surfaces prior to painting, tapered and free of loose or damaged coating. Care shall be exercised to avoid over spraying or spattering paint on surfaces not to be coated. Damage to surfaces not to be coated shall be repaired by the Contractor at the Contractor's expense.
- J.** All items not to be painted shall be covered or protected from cleaning and painting and shall be cleaned of overspray. The coverage and protection measures shall be submitted to the Engineer for review.
- K.** Before application of paint in the shop, surfaces which require painting shall be cleaned of all chips, burrs, dirt, rust, mill scale, sand, grease, and other extraneous materials by employing methods such as chipping, grinding, wire brushing, solvents, followed by the required abrasive blast cleaning and residual dust removal by compressed air. Finished, bearing, or sliding surfaces not to be painted shall be masked or shielded from abrasive blasting operations. After cleaning, surfaces requiring paint shall be painted with the three coat paint system. Finished, bearing or sliding surfaces that are not to be painted will be coated with temporary protective materials as previously specified and reviewed by the Engineer.
- L.** After the assemblies have been installed in final position on the bridge, all surfaces which require paint, including bolts and exposed portions of the pins, shall be cleaned of grease, oil, and loose materials by the use of solvents and compressed air, and all unprimed or damaged shop coated surfaces shall be repaired with the touch-up primer followed by a full intermediate coat. The

Contractor shall take special care to avoid painting of lubricated or sliding surfaces and to mask and protect from paint these surfaces.

- M.** After completion of the operating tests and acceptance of the assemblies, all oil, grease, dirt, and other foreign matter shall again be cleaned from the exposed assembly surfaces which require the third coat of paint, including bolts, and those shop painted surfaces that were damaged and repaired with field applied primer and intermediate coat.

4.4 LUBRICATION

- A.** During installation, the Contractor shall lubricate all rotating and sliding parts of the assemblies with lubricants currently used by maintenance personnel.
- B.** After erection is complete, the Contractor shall make a thorough inspection to ensure that all parts are aligned as closely as practicable without actual operation, and that all bolts are properly tightened. All lubrication requirements shall be performed by the Contractor until the final acceptance by the Owner.

BOND

TO THESE PRESENTS NOW COMES AND INTERVENES

a Surety Company duly authorized to do and doing business in State of Louisiana, and the City of New Orleans, (hereinabove and hereinafter sometimes referred to as Surety) and which binds and obligates itself jointly, severally and solido, with said _____ Contractor herein, to and in favor of BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS, in the sum of _____ Dollars (\$)) for the faithful and satisfactory performance by Contractor of all of the obligations assumed by, or imposed upon, Contractor in this agreement, and the payment by Contractor for all work done, labor performed and material furnished under this agreement, in accordance with the Louisiana Revised Statutes of 1950, Title 38, Section 2241, et sequitur, or as the same may be otherwise supplemented and amended. The condition of this obligation is such that if Contractor, shall well, truly, faithfully and satisfactorily perform all of the obligations assumed by, or imposed upon, Contractor by this agreement, as provided for and included within the terms of said Louisiana Revised Statutes of 1950, and Contractor and all sub-contractors shall pay for all work done, labor performed or materials or supplies furnished under said agreement, or for transportation and delivery of such materials or supplies to the site of the job by a for hire carrier, or for furnishing materials or supplies for use in any machines used in connection with said agreement, then this obligation shall be null and void and of no effect; otherwise, it shall remain in full force and effect, and no modifications, omissions, or additions, in or to the terms of said agreement, or in or to the Plans, Specifications and Bid, or in the manner and mode of payment, shall in any manner affect the obligations of Surety.

Surety hereby consents and yields to the jurisdiction of the Civil District Court in and for the Parish of Orleans, State of Louisiana, and hereby formally waives any plea to the jurisdiction on account of residence of domicile elsewhere, in the event of suit under this agreement and bond, and Surety herein shall be limited to such defenses only as Contractor could make

IN WITNESS WHEREOF, the parties hereto have executed this agreement in multiple originals in New Orleans, Louisiana, on the dates hereafter set forth to be effective on the last date executed by a party hereto.

BOARD OF COMMISSIONERS OF THE
PORT OF NEW ORLEANS

WITNESSES:

BY: _____
BRANDY D CHRISTIAN
PRESIDENT & CEO

DATE: _____

NAME OF CONTRACTOR

WITNESSES:

BY: _____

DATE: _____

ACKNOWLEDGEMENTS

**STATE OF LOUISIANA
PARISH OF ORLEANS**

On this _____ day of _____, 2017, before me personally came and appeared Brandy D. Christian, to me known, who being by me duly sworn, did depose and say that she is the President and CEO of the Board of Commissioners of the Port of New Orleans, the political subdivision of the State of Louisiana described in and which executed the foregoing contract; and that she signed her name thereto pursuant to authority granted to her by the Board of Commissioners of Port of New Orleans; and that said instrument is the full and free act and deed of Board of Commissioners of the Port New Orleans.

And the said Brandy D. Christian did further produce to me sufficient proof that she is the President and CEO of said Board of Commissioners of the Port of New Orleans and that she was duly authorized by Board of Commissioners of the Port of New Orleans to execute the foregoing instrument, and I, the Notary Public, hereby certify that the signature of said Brandy D. Christian on the foregoing instrument is authentic.

NOTARY PUBLIC (signature)

NOTARY PUBLIC (printed name)

NOTARY PUBLIC NUMBER _____
EXPIRATION DATE

**STATE OF LOUISIANA
PARISH OF ORLEANS**

On this _____ day of _____, 2017, before me personally came and appeared (REPRESENTATIVE OF COMPANY), to me known, who, being duly sworn, did depose and say that he is the (TITLE) of (NAME OF COMPANY), described in and which executed the foregoing contract; and that he signed his name thereto pursuant to authority granted to him by (NAME OF COMPANY); and that said instrument is the full and free act and deed of (NAME OF COMPANY).

And the said (REPRESENTATIVE OF COMPANY) did further produce to me sufficient proof that he is (TITLE) and that he was dully authorized by (NAME OF COMPANY), to execute the foregoing instrument, and I, the Notary Public, hereby certify that the signature of said (REPRESENTATIVE OF COMPANY) is authentic.

NOTARY PUBLIC (signature)

NOTARY PUBLIC (printed name)

NOTARY PUBLIC NUMBER _____
EXPIRATION DATE