

# Spangler Engineering, LLC

CONSULTING CIVIL ENGINEERS

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## Specifications and Contract Documents

for

### **Mooney RCB Crossing W2-L2D**

for the

City of Hammond, Louisiana

Pete Panepinto, MAYOR

City Council

Kip Andrews, President

Sam DiVittorio

Carlee White Gonzales

Steve Leon

Devon Wells

Clerk of the Council

Lisa Cockerham

214 Southwest Railroad Avenue  
Post Office Box 1374  
Hammond, Louisiana 70404  
(985) 542-8665

March 7, 2024

Set No. \_\_\_\_\_



**SPECIFICATIONS**  
**AND**  
**CONTRACT DOCUMENTS**

for

**Mooney RCB Crossing W2-L2D**

for the

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Prepared by:

**Spangler Engineering, LLC**

*CONSULTING CIVIL ENGINEERS*

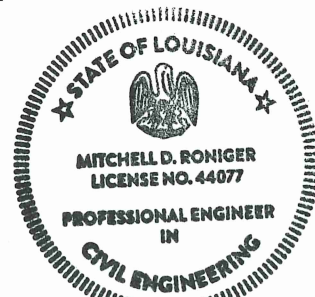
POST OFFICE BOX 1374

214 SOUTHWEST RAILROAD AVENUE

HAMMOND, LOUISIANA 70404

(985) 542-8665

March 7, 2024



*Mitchell, Roniger 3/7/24*

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**“MOONEY RCB CROSSING W2-L2D”**

**for the City of Hammond**

prepared by Spangler Engineering, LLC, Consulting Civil Engineers dated March 7, 2024

Owner: **City of Hammond, LA**

Project: **MOONEY RCB CROSSING W2-L2D**

### **ADVERTISEMENT FOR BIDS**

Sealed Bids for the construction of "**Mooney RCB Crossing W2-L2D for City of Hammond**" will be received by the Mayor & City Council of the City of Hammond at the City Hall Annex, 312 East Charles Street; Hammond, LA 70401, until **10:00 a.m. (CDT) Thursday, April 4, 2024**, at which time the Bids received will be publicly opened and read. The Project consists of:

Installation of 2 – 6' X 6' reinforced concrete box (RCB) culverts under Mooney Ave. at the intersection of drainage lateral W2-L2D, including 48 LF of double barrel 6' X 6' RCB, 582 SF of PCC headwalls, 155 SY of 55# rip rap; 72 LF of 24" side drain pipe, 4 EA catch basins, 50 SY of PCC sidewalks; and related work including imported backfill (950 CY, Veh. Meas.), limestone (415 TN), excavation (1,068 CY, Net Section), guardrail (100 LF); construction/traffic signage; miscellaneous sitework & erosion control; and related work as called for on the drawings, indicated on the Bid Form, or reasonably implied.

Contract Term: 120 calendar days; Construction Cost Estimate: \$461,805

Bids will be received for a single prime Contract. Bids shall be on a unit price basis as indicated in the Bid Form.

The Issuing Office for the Bidding Documents is:

Spangler Engineering, LLC; 214 Southwest Railroad Avenue; Hammond, LA 70403; (985) 542-8665; Mitchell D. Roniger, P.E.; mitchell@spanglerengineering.com. Prospective Bidders may examine the Bidding Documents at the Issuing Office between the hours of 8:00 am – 4:00 pm (Monday-Thursday), and 8:00 am – 12 noon (Friday), and shall obtain copies of the Bidding Documents from the Issuing Office as described herein.

Bidding Documents may also be examined at the Office of the Mayor, City of Hammond; 310 East Charles Street; Hammond, LA 70401.

Printed copies of the Bidding Documents shall be obtained from the Issuing Office during the hours indicated above upon payment of a deposit of \$200.00 for each set. Bidders who return full sets of the Bidding Documents in good condition (suitable for re-use) within ten (10) days after receipt of Bids (April 17, 2024) will receive a full refund (\$200.00). Non-Bidders will receive a refund of \$50.00 for documents returned in good condition within the time limit indicated above. Checks for Bidding Documents shall be payable to "Spangler Engineering, LLC". Upon request and receipt of the document deposit indicated above the Issuing Office will transmit the Bidding Documents via delivery service. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the Bidder's date of receipt of the Bidding Documents. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

A pre-bid conference will be held at 10:00 am on Thursday, March 21, 2024, at the Office of the Engineer; 214 Southwest Railroad Avenue; Hammond, LA 70403. Attendance at the pre-bid conference is highly encouraged but is not mandatory.

Bid security shall be furnished in accordance with the Instructions to Bidders.

Owner: City of Hammond, LA

By: \_\_\_\_\_

Title: Pete Panepinto, MAYOR

Date: 07 March 2024

+ + END OF ADVERTISEMENT FOR BIDS + +

Publish: 07 March 2024; 14 March 2024; 21 March 2024; 28 March 2024



## INFORMATION FOR BIDDERS

BIDS will be received by the City of Hammond, Louisiana (herein called the "OWNER"), at the Council Conference Room, City Hall Annex, 312 East Charles Street, Hammond, Louisiana, until

**10:00 a.m. (CDT), Thursday, April 04, 2024**

and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to "City of Hammond" at Post Office Box 2788; Hammond, LA 70404. Each sealed envelope containing a BID must be plainly marked on the outside as

### **"BID for MOONEY RCB CROSSING W2-L2D"**

and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable, and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at Post Office Box 2788; Hammond, LA 70404.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within FORTY-FIVE (45) calendar days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site(s) and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve the contractor from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID bond payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment BOND and performance BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A performance BOND and a payment BOND each in the amount of one-hundred percent (100%) of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance BOND and payment BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the Property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable performance BOND, payment BOND and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER. The foregoing is subject to delays based on USDA Rural Development review and approvals.

The NOTICE TO PROCEED shall be issued within thirty (30) calendar days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER AND CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the thirty (30) calendar day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

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

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsible BIDDER provided the Owner has available sufficient funds.

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

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the SUPPLEMENTAL GENERAL CONDITIONS.



The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

**The Pre-Bid Conference will commence at 10:00 a.m., Thursday, March 21, 2024, at the office of the Engineer** (214 Southwest Railroad Avenue; Hammond, LA 70403).

The ENGINEER is **Mitchell D. Roniger, P.E., Spangler Engineering, LLC.**

The ENGINEER'S address is 214 Southwest Railroad Avenue, P. O. Box 1374, Hammond, LA 70404.

The ENGINEER's cell number is (504) 388-7497.

The ENGINEER's FAX number is (985) 542-0046.

The ENGINEER's e-mail address is [mitchell@spanglerengineering.com](mailto:mitchell@spanglerengineering.com).

# INSTRUCTIONS TO BIDDERS

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## ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
  - A. *Issuing Office* – The office from which the Bidding Documents are to be issued, namely **Spangler Engineering, LLC, 214 Southwest Railroad Avenue; Hammond, LA 70403.**

## ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents **if desired for use by a prime bidder, shall** be obtained from the Issuing Office in the number and format stated in the advertisement to bid.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

## ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

## ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

- 4.01 *Site and Other Areas*
  - A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.
- 4.02 *Existing Site Conditions*
  - A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
    1. The Supplementary Conditions identify:
      - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
      - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
      - c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
      - d. Technical Data contained in such reports and drawings.

2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
  3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
1. **Data relative to existing underground facilities has been solicited by the Engineer in accordance with LA RS 40:1749.11 et seq, and shown schematically on the drawings. Should additional or conflicting data be marked in the field as a result of the Contractor's "Louisiana One Call", the Contractor shall notify the Engineer in order to mitigate all conflicts.**
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

#### 4.03 *Site Visit and Testing by Bidders*

- A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.



4.04 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

**ARTICLE 5 – BIDDER'S REPRESENTATIONS**

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;

- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### ARTICLE 6 – PRE-BID CONFERENCE

- 6.01 A pre-Bid conference will be held at the time and location stated in the advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

#### ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing **not less than seven (7) calendar days prior to the opening of bids**. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

#### ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **five percent (5%)** of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within **ten (10)** days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.



## ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which the Work is to be substantially completed is **ONE HUNDRED TWENTY (120) calendar days** as counted with the initial day being the commence work date as identified in the Notice to Proceed. The number of days within which the Work is to be completed, **including satisfactory correction of itemized punch list work**, and ready for final payment, is **one hundred sixty-five (165) calendar days**, as set forth in the Agreement.
- 9.02 The Contract time may be amended or extended from time to time as necessary to account for inclement weather, delays in delivery of equipment and supplies, and other factors which, in the judgment of the Engineer, constitute delays beyond the reasonable control of the Bidder.
- 9.03 Delays due to fixture and/or materials shipments shall be fully documented and information provided to the Engineer prior to permitting such delay to be considered as justifiable.
- 9.04 A delay due to inclement weather will be determined by the judgment of the Engineer. If, in the opinion of the Engineer, 60% of the work force can work for a period of six working hours or greater, a delay day will not be granted.
- 9.05 If the Contractor fails to complete the WORK within the specified period, he will be subject to liquidated damages for each day thereafter until work is complete to the satisfaction of the Engineer

## ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Liquidated damages for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment shall be **Five-hundred dollars (\$500.00) per calendar day**, are set forth in the Agreement.

## ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 **The Contract for the Work, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least ten (10) calendar days prior to the date for receipt of Bids in the case of a proposed substitute and ten (10) calendar days prior in the case of a proposed “or-equal.” Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner. Substitutes and “or-equal” materials and equipment may be proposed by Contractor in accordance with Paragraphs 7.04 and 7.05 of the General Conditions after the Effective Date of the Contract.**
- 11.02 **All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.**
- 11.03 **If an award is made, Contractor shall be allowed to submit proposed substitutes and “or-equals” in accordance with the General Conditions.**

## **ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 12.01 **If required by the bid documents, the** apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for portions of the Work under this contract.

If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.
- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.
- 12.04 **The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 7.06.**

## **ARTICLE 13 – PREPARATION OF BID**

- 13.01 The Louisiana Public Work Bid Form is included with the Bidding Documents.
- A. All blanks on the Louisiana Public Work Bid Form shall be completed in ink and the Louisiana Public Work Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form.
  - B. A Unit Price shall be indicated for each Bid item in numerals.
  - C. A Unit Price Extension shall be indicated for each Bid item, which extension shall be equal to the number of units multiplied by the unit price.
  - D. A Bid Total shall be indicated on the Bid Form representing the sum of all unit price extensions.
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.
- 13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.

- 13.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.
- 13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Louisiana Public Work Bid Form. The joint venture's address for receiving notices shall be shown.
- 13.07 All names shall be printed in ink below the signatures.
- 13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Louisiana Public Work Bid Form, **unless the last Addendum issued is accompanied by a revised Bid Form and that Addendum allows or requires acknowledgment of all Addenda to be satisfied by use of the revised Bid Form for submission of the Bid.**
- 13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Louisiana Public Work Bid Form.

#### ARTICLE 14 – BASIS OF BID

14.01 *Lump Sum*

~~A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.~~

14.02 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "**Unit Price Extension**" (sometimes referred to as the extended price) for each unit price Bid item **shall** be the product of the "**Quantity**" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "**Unit Price**" offered by the Bidder. The total of all unit price Bid items **shall** be the sum of these "**Unit Price Extensions**"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

#### ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder, **if so requested, may be furnished** one separate unbound copy of the Bid Form.
- 15.02 The unbound copy of the Bid Form **shall** be completed, **signed**, and submitted with the Bid security and **Power of Attorney (in the case of surety Bid Bond), on or before the deadline for submission of the Bid.**

- 15.03 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to **City of Hammond; Post Office Box 2788; Hammond, LA 70404.**
- 15.04 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

#### **ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID**

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

#### **ARTICLE 17 – OPENING OF BIDS**

- 17.01 Bids will be opened at the time and place indicated in the advertisement to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

#### **ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 18.01 All Bids will remain subject to acceptance for the period of time ~~stated in the Bid Form~~ **for forty-five (45) calendar days**, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period. **The Owner and Low Responsive Bidder may by mutual agreement extend this period of time in thirty (30) calendar day increments as needed.**

#### **ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.



#### 19.03 Evaluation of Bids

- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
  - B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

#### ARTICLE 20 – BONDS AND INSURANCE

- 20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

#### ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within fifteen (15) days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

#### ARTICLE 22 – SALES AND USE TAXES

- ~~22.01 Owner is exempt from [ ] state sales and use taxes on materials and equipment to be incorporated in the Work. (Exemption No. [ ]). Said taxes shall not be included in the Bid. Refer to Paragraph SC 7.09 of the Supplementary Conditions for additional information.~~

#### ARTICLE 23 – CONTRACTS TO BE ASSIGNED

#### ARTICLE 24 – WAGE REQUIREMENTS

- 24.01 If the contract price is in excess of \$100,000, provisions of the Contract Work Hours and Safety Standards Act at 29 CFR 5.5(b) apply.





# LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: **City of Hammond, LA**  
312 E. Charles Street  
Hammond, LA 70401

BID FOR: **Mooney RCB Crossing W2-L2D**

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: Spangler Engineering, LLC and dated: March 07, 2024

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA**:

**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 BASE BID items "1." through "22.":

(1) \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

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

**Alternate No. 1** (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:  
Not applicable \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**Alternate No. 2** (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:  
Not applicable \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**Alternate No. 3** (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:  
Not applicable \_\_\_\_\_ 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 FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:**

\* 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.

\*\* **A CORPORATE RESOLUTION OR WRITTEN EVIDENCE** of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5).

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

# LOUISIANA UNIFORM PUBLIC WORK BID FORM

## UNIT PRICE FORM – Base Bid

TO: **City of Hammond, LA**      BID FOR: **Mooney RCB Crossing W2-L2D**  
 312 E. Charles Street  
 Hammond, LA 70401

**UNIT PRICES:** This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid	<b>Mobilization</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
<b>1.</b>	1	EACH			

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid	<b>Miscellaneous Clearing and Sitework &amp; Construction/Traffic Signage</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
<b>2.</b>	1	EACH			

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid	<b>UNCLASSIFIED EXCAVATION [net section]</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
<b>3.</b>	1,068	CUBIC YARDS			

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid	<b>Haul-in/grade/compact BACKFILL [vehicular measure]</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
<b>4.</b>	950	CUBIC YARDS			

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid	<b>Haul-in/grade/compact LIMESTONE (#610) [vehicular measure]</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
<b>5.</b>	415	TONS			

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid	<b>Haul-in/grade LIMESTONE (55#, 24" Thk.)</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
<b>6.</b>	155	SQUARE YARDS			

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid	<b>Install DOUBLE 6'Rx6'S RCB</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
<b>7.</b>	48	LINEAR FEET			

Working for "DESCRIPTION" is to be provided by the Owner.  
 All quantities are estimated. The contractor will be paid based on actual quantities as verified by the Owner



# LOUISIANA UNIFORM PUBLIC WORK BID FORM

## UNIT PRICE FORM – Base Bid – continued

**UNIT PRICES:** This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid	<b>Install PCC HEADWALL/WINGWALL (12" Thk.)</b>	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY:	UNIT PRICE	
<b>8.</b>	<b>582</b>	<b>SQUARE FEET</b>	

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid	<b>Install PCC HEADWALL/WINGWALL FOOTING</b>	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY:	UNIT PRICE	
<b>9.</b>	<b>44</b>	<b>LINEAR FEET</b>	

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid	<b>Install PC Concrete DRY BOTTOM (6" Thk. Reinf.)</b>	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY:	UNIT PRICE	
<b>10.</b>	<b>92</b>	<b>SQUARE YARDS</b>	

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid	<b>Install GUARDRAIL (incl. posts)</b>	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY:	UNIT PRICE	
<b>11.</b>	<b>100</b>	<b>LINEAR FEET</b>	

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid	<b>Install 6" Thk. PCC SIDEWALK</b>	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY:	UNIT PRICE	
<b>12.</b>	<b>50</b>	<b>SQUARE YARDS</b>	

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid	<b>Install/Open Cut 24" RCP</b>	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY:	UNIT PRICE	
<b>13.</b>	<b>72</b>	<b>LINEAR FEET</b>	

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid	<b>Install Concrete CATCH BASIN w/ cast iron frame/grate – TYPE VIII</b>	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY:	UNIT PRICE	
<b>14.</b>	<b>4</b>	<b>EACH</b>	

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid	<b>Remove/Replace HMA STREET PAVEMENT (2" Thk. HMA/6" Thk. Reinf. PCC)</b>	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY:	UNIT PRICE	
<b>15.</b>	<b>250</b>	<b>SQUARE YARDS</b>	

Wording for "DESCRIPTION" is to be provided by the Owner.  
All quantities are estimated. The contractor will be paid based on actual quantities as verified by the Owner

# LOUISIANA UNIFORM PUBLIC WORK BID FORM

## UNIT PRICE FORM – Base Bid – continued

**UNIT PRICES:** This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

Install <b>FLOWABLE FILL</b>			
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE EXTENSION (Quantity times Unit Price)
<b>16.</b>	20	CUBIC YARDS	

<b>Total BASE BID</b> [sum of extension of items "1." – "16." above <sup>(1)</sup> ]:	\$
<sup>(1)</sup> Should agree with line " <sup>(1)</sup> " page 0400-1	
[in numerals]	

Wording for "DESCRIPTION" is to be provided by the Owner.  
All quantities are estimated. The contractor will be paid based on actual quantities as verified by the Owner

## BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER** (Name and Address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SURETY** (Name, and Address of Principal Place of Business):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OWNER** (Name and Address):

City of Hammond

Post Office Box 2788

Hammond, LA 70404

**BID**

Bid Due Date: \_\_\_\_\_

Description (Project Name— Include Location):

**MOONEY RCB CROSSING W2-L2D** – City of Hammond

**BOND**

Bond Number: \_\_\_\_\_

Date: \_\_\_\_\_

Penal sum \_\_\_\_\_ \$ \_\_\_\_\_

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

(Seal)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Signature

Attest:

Signature

Title

Title

*Note: Addresses are to be used for giving any required notice.*

*Provide execution by any additional parties, such as joint venturers, if necessary.*



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



Mooney RCB Crossing W2-L2D

Name of Project

City of Hammond

Name of Grantee/Owner

Date of Bid

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

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

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

- (a) Public bribery (R.S. 14:118)  
(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. 14:67.16)  
(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

SIGNATURE OF AUTHORIZED  
SIGNATORY OF BIDDER

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

**Confirming Registration and Participation in a Status Verification System**

**STATE OF** \_\_\_\_\_

**PARISH/COUNTY OF** \_\_\_\_\_

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

\_\_\_\_\_  
Print Name

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

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

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name of Entity: \_\_\_\_\_

**THUS SWORN TO AND SUBSCRIBED BEFORE ME,**

**THIS** \_\_\_\_\_ **DAY OF** \_\_\_\_\_, 2024.

\_\_\_\_\_  
**NOTARY PUBLIC**

## NON-COLLUSION AFFIDAVIT

STATE OF LOUISIANA

[to be executed &  
submitted w/Agreement]

PARISH OF TANGIPAHOA

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

**Mooney RCB Crossing W2-L2D**  
for the City of Hammond, Louisiana.

for which services Affiant has contracted for value: \$ \_\_\_\_\_.

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

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

SIGNATURE OF AFFIANT: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
in the City of \_\_\_\_\_.

NOTARY PUBLIC \_\_\_\_\_

Signature and Seal

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

## NOTICE OF AWARD

Date of Issuance: 9 April 2024

Owner: City of Hammond

Owner's Contract No.: \_\_\_\_\_

Engineer: Spangler Engineering, LLC

Engineer's Project No.: \_\_\_\_\_

Project: Mooney RCB Crossing W2-L2D

Contract Name: \_\_\_\_\_

Bidder: \_\_\_\_\_

Bidder's Address: \_\_\_\_\_

### TO BIDDER:

You are notified that Owner has accepted your Bid dated 04 April 2024 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

### MOONEY RCB CROSSING W2-L2D

The Contract Price of the awarded Contract is: \$ X,XXX,XXX.XX *subject to unit prices.*

Four (4) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 10 days of the date of this Notice of Award:

1. Deliver to Owner four (4) counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): None

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Hammond

\_\_\_\_\_  
Authorized Signature

By: Pete Panepinto

Title: Mayor

Copy: Engineer

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**Mooney RCB Crossing W2-L2D - COH**

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR FOR  
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

Prepared by



Issued and Published Jointly by



Endorsed by





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**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Hammond ("Owner") and  
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Installation of 2 – 6' X 6' reinforced concrete box (RCB) culverts under Mooney Ave. at the intersection of drainage lateral W2-L2D, including 48 LF of double barrel 6' X 6' RCB, 582 SF of PCC headwalls, 155 SY of 55# rip rap; 72 LF of 24" side drain pipe, 4 EA catch basins, 50 SY of PCC sidewalks; and related work including imported backfill (950 CY, Veh. Meas.), limestone (415 TN), excavation (1,068 CY, Net Section), guardrail (100 LF); construction/traffic signage; miscellaneous sitework & erosion control; and related work as called for on the drawings, indicated on the Bid Form, or reasonably implied.

**ARTICLE 2 – THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

**MOONEY RCB CROSSING W2-L2D**

**ARTICLE 3 – ENGINEER**

- 3.01 The part of the Project that pertains to the Work has been designed by Mitchell D. Roniger, P.E.;  
Spangler Engineering, LLC.

**ARTICLE 4 – CONTRACT TIMES**

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially completed within **ONE HUNDRED TWENTY (120) calendar** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **One hundred sixty-five (165) calendar** days after the date when the Contract Times commence to run.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner **\$500.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500.00** for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

#### 4.04 Special Damages **[DELETE]**

### ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Bid Item	Description	Contract		Engineer's Estimate	
		Quantity		Unit Price	Extension
1.	Mobilization	1	EA	\$ 25,000.00	\$ 25,000.00
2.	Misc. Clearing and Sitework & Const./Traffic Signage	1	EA	25,000.00	25,000.00
3.	Unclassified Excavation (net section)	1068	CY	20.00	21,360.00
4.	Haul-in/grade/compact BACKFILL (veh. meas.)	950	CY	25.00	23,750.00
5.	Haul-in/grade/compact LIMESTONE (#610) (veh. meas.)	415	TN	100.00	41,500.00
6.	Haul-in/grade LIMESTONE (55#, 24" thk.)	155	SY	125.00	19,375.00
7.	Install Double 6'Rx6'S RCB	48	LF	3,000.00	144,000.00
8.	Install PCC Headwall/Wingwall (12" thk.)	582	SF	85.00	49,470.00
9.	Install PCC Headwall/Wingwall Footing	44	LF	250.00	11,000.00
10.	Install PCC Concrete Dry Bottom (6" thk. - reinf)	92	SY	200.00	18,400.00
11.	Install Guardrail (incl. posts)	100	LF	150.00	15,000.00
12.	Install 6" thk. PCC Sidewalk	50	SY	80.00	4,000.00
13.	Install/open cut 24" RCP	72	LF	100.00	7,200.00
14.	Install Type VIII Catch Basin	4	EA	2,500.00	10,000.00
15.	Remove/replace HMA Street Pavement (2" thk. HMA/ 6" thk. reinf. PCC)	250	SY	175.00	43,750.00
16.	Install Flowable Fill	20	CY	150.00	3,000.00
<b>Construction Cost Estimate [Items "1." - "16."]:</b>					<b>\$ 461,805.00</b>

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

### ARTICLE 6 – PAYMENT PROCEDURES

#### 6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.



## 6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the tenth (10<sup>th</sup>) day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
- a. Ninety-five percent (95%) of Work completed (with the balance being retainage). ~~If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~
- b. Ninety-five percent (95%) of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion **of the entire construction to be provided under the Contract Documents**, Owner shall pay an amount sufficient to increase total payments to Contractor to one-hundred percent (100%) of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less two-hundred percent (200%) of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment **and less five percent (5%) retainage.**

## 6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

## ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of seven percent (7%) per annum.

## ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.



- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### **9.01 Contents**

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 7, inclusive).
  - 2. Performance bond (C-610 pages 1 to 3, inclusive).
  - 3. Payment bond (C-615 pages 1 to 3, inclusive).
  - 4. General Conditions (C-700 pages 1 to 60, inclusive).
  - 5. Supplementary Conditions (C-800 pages 1 to 7, inclusive).
  - 6. Specifications as listed in the table of contents of the Project Manual.
  - 7. Drawings (not attached but incorporated by reference) consisting of 22 sheets with each sheet bearing the following general title: "Mooney RCB Crossing W2-L2D for the City of Hammond".
  - 8. Addenda (number \_\_\_\_\_, inclusive).

9. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid (pages 0400-1 to 0400-4, inclusive).
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 Terms**

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### **10.02 Assignment of Contract**

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **10.03 Successors and Assigns**

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### **10.04 Severability**

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### **10.05 Contractor's Certifications**

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **22 April 2024** (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

**City of Hammond**

XXXXXXXXXXXXXXXXXX

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Pete Panepinto, Mayor

Title: \_\_\_\_\_

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

City of Hammond

P. O. Box 2788

Hammond, LA 70404

License No.: \_\_\_\_\_  
*(where applicable)*

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

**NOTE TO USER:** Use in those states or other jurisdictions where applicable or required.



## PERFORMANCE BOND

CONTRACTOR (name and address):

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SURETY (name and address of principal place of business):

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OWNER (name and address):

**City of Hammond**

P.O. Box 2788

Hammond, LA 70404

### CONSTRUCTION CONTRACT

Effective Date of the Agreement: 22 APRIL 2024

Amount: \$ X,XXX,XXX.XX

Description (name and location): **MOONEY RCB CROSSING W2-L2D**

### BOND

Bond Number: \_\_\_\_\_

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): 22 APRIL 2024

Amount: \$ X,XXX,XXX.XX

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

\_\_\_\_\_  
Contractor's Name and Corporate Seal

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

### SURETY

\_\_\_\_\_  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature (attach power of attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence,

to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### 14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims

for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

## PAYMENT BOND

CONTRACTOR *(name and address):*

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---

SURETY *(name and address of principal place of business):*

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OWNER *(name and address):*

**City of Hammond**

P.O. Box 2788

Hammond, LA 70404

### CONSTRUCTION CONTRACT

Effective Date of the Agreement: 22 APRIL 2024

Amount: \$ X,XXX,XXX.XX

Description *(name and location):* **MOONEY RCB CROSSING W2-L2D**

### BOND

Bond Number: \_\_\_\_\_

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):* 22 APRIL 2024

Amount: \$ X,XXX,XXX.XX

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

\_\_\_\_\_  
*(seal)*

Contractor's Name and Corporate Seal

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_

Signature

\_\_\_\_\_  
Title

### SURETY

\_\_\_\_\_  
*(seal)*

Surety's Name and Corporate Seal

By: \_\_\_\_\_

Signature *(attach power of attorney)*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_

Signature

\_\_\_\_\_  
Title

**Notes:** (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.



1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of

one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

## NOTICE TO PROCEED

---

Owner:	<u>City of Hammond</u>	Owner's Contract No.:	_____
Contractor:	<u>XXXXXXXXXXXXXXXXXXXXXXXXXXXX</u>	Contractor's Project No.:	_____
Engineer:	<u>Spangler Engineering, LLC</u>	Engineer's Project No.:	_____
Project:	<u>Mooney RCB Crossing W2-L2D</u>	Contract Name:	_____

---

Effective Date of Contract: 22 APRIL 2024

---

### TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on  
**MAY 6, 2024.**

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the number of days to achieve Substantial Completion is **ONE HUNDRED TWENTY (120) calendar days**, and the number of days to achieve readiness for final payment is One hundred sixty-five (165) calendar days.

The completion date, unless modified by the contract documents, shall therefore be  
**SEPTEMBER 3, 2024.**

Before starting any Work at the Site, Contractor must comply with the following:  
*No additional requirements prior to commencement of work.*

---

Owner:	<u>City of Hammond</u>
	_____
	Authorized Signature
By:	<u>Pete Panepinto</u>
Title:	<u>Mayor</u>
Date Issued:	<u>April 22, 2024</u>

Copy: Engineer

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

## STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



Endorsed by





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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
  10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.
  11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials

- Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
  13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
  14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
  15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
  16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
  17. *Cost of the Work*—See Paragraph 13.01 for definition.
  18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
  19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
  20. *Engineer*—The individual or entity named as such in the Agreement.
  21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
  22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
  23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
  24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
  25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
  26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
  27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
  28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
  29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site



(except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

#### 1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
  1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
  1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
  1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
    - a. does not conform to the Contract Documents; or

- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  - c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
  - 1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  - 2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  - 3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
  - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2 – PRELIMINARY MATTERS

### 2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor's Insurance:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner's Insurance:* After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

### 2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract

available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
  2. a preliminary Schedule of Submittals; and
  3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
  2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
  3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents,

drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

### **ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

#### **3.01 *Intent***

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

#### **3.02 *Reference Standards***

- A. Standards Specifications, Codes, Laws and Regulations
  - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.



### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies:*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

#### B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
  - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### 3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

#### 3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
  2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

### **ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK**

#### 4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

#### 4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

#### 4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### 4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.



1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
  2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

#### 4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  2. abnormal weather conditions;
  3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
  4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

## ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

### 5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### 5.02 *Use of Site and Other Areas*

- A. *Limitation on Use of Site and Other Areas:*
  - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
  - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.



- C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

#### 5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings*: The Supplementary Conditions identify:
  1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
  2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
  3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
  1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
  2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

#### 5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
  1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
  2. is of such a nature as to require a change in the Drawings or Specifications; or
  3. differs materially from that shown or indicated in the Contract Documents; or
  4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;
 then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
    - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
    - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
  2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
    - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
    - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
    - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
  3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
  4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

## 5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
  2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
    - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
    - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
    - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
    - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
  - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
  - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
  - d. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
  3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

#### 5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
  1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
  2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
  1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
  2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.



- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute

resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## **ARTICLE 6 – BONDS AND INSURANCE**

### **6.01 *Performance, Payment, and Other Bonds***

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.



### 6.03 *Contractor's Insurance*

- A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
  2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
  3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
  4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
  2. claims for damages insured by reasonably available personal injury liability coverage.
  3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
    - a. Such insurance shall be maintained for three years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
  2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
  3. Broad form property damage coverage.
  4. Severability of interest.
  5. Underground, explosion, and collapse coverage.
  6. Personal injury coverage.
  7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
  8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.



- F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
  - 1. include at least the specific coverages provided in this Article.
  - 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
  - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
  - 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
  - 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

#### 6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
  2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
  3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
  4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
  5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
  6. extend to cover damage or loss to insured property while in transit.
  7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
  8. allow for the waiver of the insurer's subrogation rights, as set forth below.



9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
  10. not include a co-insurance clause.
  11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
  12. include performance/hot testing and start-up.
  13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

#### 6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall

extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
  - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
  - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

#### 6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.



## ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

### 7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

### 7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

### 7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

### 7.04 *"Or Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
  - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so

that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

- a. in the exercise of reasonable judgment Engineer determines that:
    - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
    - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
    - 3) it has a proven record of performance and availability of responsive service; and
    - 4) it is not objectionable to Owner.
  - b. Contractor certifies that, if approved and incorporated into the Work:
    - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
    - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

#### 7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
  1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
  - a. shall certify that the proposed substitute item will:
    - 1) perform adequately the functions and achieve the results called for by the general design,
    - 2) be similar in substance to that specified, and
    - 3) be suited to the same use as that specified.
  - b. will state:
    - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
    - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
    - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
  - c. will identify:
    - 1) all variations of the proposed substitute item from that specified, and
    - 2) available engineering, sales, maintenance, repair, and replacement services.
  - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's



denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

**7.06** *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.



- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
  - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
  - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

#### 7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the

Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

## 7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.



### 7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

### 7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

### 7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

### 7.16 *Shop Drawings, Samples, and Other Submittals*

- A. *Shop Drawing and Sample Submittal Requirements:*
  - 1. Before submitting a Shop Drawing or Sample, Contractor shall have:
    - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
    - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
    - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
    - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
  - 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
  - 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.
  - 1. *Shop Drawings:*
    - a. Contractor shall submit the number of copies required in the Specifications.
    - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.



2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

#### 7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
  1. observations by Engineer;
  2. recommendation by Engineer or payment by Owner of any progress or final payment;
  3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  4. use or occupancy of the Work or any part thereof by Owner;
  5. any review and approval of a Shop Drawing or Sample submittal;
  6. the issuance of a notice of acceptability by Engineer;
  7. any inspection, test, or approval by others; or
  8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

#### 7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent



act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
  - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
  - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

#### 7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

## ARTICLE 8 – OTHER WORK AT THE SITE

### 8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

### 8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
  - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
  - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
  - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

### 8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to



an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.
- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.



## ARTICLE 9 – OWNER’S RESPONSIBILITIES

### 9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### 9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer’s status under the Contract Documents shall be that of the former Engineer.

### 9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

### 9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

### 9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner’s duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner’s duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

### 9.06 *Insurance*

- A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

### 9.07 *Change Orders*

- A. Owner’s responsibilities with respect to Change Orders are set forth in Article 11.

### 9.08 *Inspections, Tests, and Approvals*

- A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

### 9.09 *Limitations on Owner’s Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor’s failure to perform the Work in accordance with the Contract Documents.

### 9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner’s responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

**ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION**

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.



## ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

### 11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
1. *Change Orders:*
    - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
    - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
  2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.
  3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

### 11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

### 11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

### 11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
  - 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
  - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
  - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
  - 1. a mutually acceptable fixed fee; or
  - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
    - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
    - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
    - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
    - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
    - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

#### 11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

#### 11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
  - 1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
  - 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
  - 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

#### 11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  - 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;



3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
  4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

#### 11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

### ARTICLE 12 – CLAIMS

#### 12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
  3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
  3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

### 13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
  2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
  2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
  3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
  4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
  5. Supplemental costs including the following:
    - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
    - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and



hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

- D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

#### 13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
  - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
  - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:* Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

#### 13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
2. there is no corresponding adjustment with respect to any other item of Work; and
3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

## **ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

### **14.01 Access to Work**

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

### **14.02 Tests, Inspections, and Approvals**

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
  1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  3. by manufacturers of equipment furnished under the Contract Documents;
  4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.
- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by



Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
  - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
  - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

#### 14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### 14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.



## ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

### 15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
  2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
  3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
  2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
    - a. the Work has progressed to the point indicated;
    - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
    - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.



3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
    - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
    - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
  4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
    - a. to supervise, direct, or control the Work, or
    - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
    - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
    - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
    - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
  5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
  6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
    - a. the Work is defective, requiring correction or replacement;
    - b. the Contract Price has been reduced by Change Orders;
    - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
    - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
    - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
- D. *Payment Becomes Due:*
1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.
- E. *Reductions in Payment by Owner:*
1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
    - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
    - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

- c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. the Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. the Contract Price has been reduced by Change Orders;
  - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
  - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
  - l. other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
  3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

#### 15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

#### 15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary

certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

#### 15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
  - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.



4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
2. The final Application for Payment shall be accompanied (or previously delivered) by:
  - a. all documentation called for in the Contract Documents;
  - b. consent of the surety, if any, to final payment;
  - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
  - d. a list of all disputes that Contractor believes are unsettled; and
  - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor,

indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

#### 15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

#### 15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. correct the defective repairs to the Site or such other adjacent areas;
  - 2. correct such defective Work;
  - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## **ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION**

### **16.01 *Owner May Suspend Work***

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

### **16.02 *Owner May Terminate for Cause***

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
  - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
  - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
  - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
  - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and



damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

#### 16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

#### 16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

## ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

### 17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
  - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
  - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
  - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
  - 2. agree with the other party to submit the dispute to another dispute resolution process; or
  - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

## ARTICLE 18 – MISCELLANEOUS

### 18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
  - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
  - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

### 18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

### 18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

### 18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.



## Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

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### ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

#### SC-1.01 *Defined Terms*

**SC 1.01.A.18** - Add the following language at the end of last sentence of Paragraph 1.01.A.18.

##### *Drawings:*

**Drawings shall be issued by the Engineer and shall include the appropriate engineer(s)'s certification(s)/stamp(s) in order to be considered a valid requirement of the Work.**

**SC 1.01.A.20** - Add the following language at the end of last sentence of Paragraph 1.01.A.20.

##### *Engineer:*

**The Engineer shall be a licensed fulltime employee of Spangler Engineering, LLC, 214 Southwest Railroad Avenue; Hammond, LA 70403, unless otherwise noted on individual plan sheets (e.g., electrical portions of the project).**

### ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

**SC 4.05.C.2** Amend Paragraph 4.05.C.2 by striking out the text: "abnormal weather conditions;" and inserting the following text:

**2. Abnormal weather conditions and delay(s) due to inclement weather. If, in the opinion of the Engineer, 60% of the work force can work for a period of six (6) working hours or greater, a delay day will not be granted;**

### ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

#### SC-5.03 *Subsurface and Physical Conditions*

**SC 5.03** Add Paragraph 5.03.C:

**C. No specific reports of explorations or tests of subsurface conditions at or adjacent to the Site(s), or drawings of physical conditions relating to existing surface or subsurface structures at the Site(s), except "LOUISIANA ONE CALL", have been undertaken.**

#### SC-5.06 *Hazardous Environmental Conditions*

**SC 5.06** Delete Paragraph 5.06.A in its entirety and insert the following:

**A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.**

## ARTICLE 6 – BONDS AND INSURANCE

### SC-6.03 Contractor's Liability Insurance

**SC 6.03** Add the following new paragraph immediately after Paragraph 6.03.J:

**K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:**

**1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:**

State:	Statutory
Federal, if applicable (e.g., Longshoreman's):	Statutory
Jones Act coverage, if applicable:	
Bodily injury by accident, each accident	\$ N/A
Bodily injury by disease, aggregate	\$ N/A
Employer's Liability:	
Bodily injury, each accident	\$ 500,000
Bodily injury by disease, each employee	\$ 500,000
Bodily injury/disease aggregate	\$ 500,000
For work performed in monopolistic states, stop-gap liability coverage shall be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	\$ N/A
Foreign voluntary worker compensation	Statutory

**2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:**

General Aggregate	\$ 2,000,000
Products - Completed Operations Aggregate	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence (Bodily Injury & Property Damage)	\$ 1,000,000

**3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:**

Bodily Injury:	
Each person	\$ 1,000,000
Each accident	\$ 1,000,000

**Property Damage:**

Each accident \$ 100,000

[or]

Combined Single Limit of \$ 1,000,000

**4. Excess or Umbrella Liability:**

Per Occurrence \$ 5,000,000

General Aggregate \$ 5,000,000

**5. Contractor's Pollution Liability:**

Each Occurrence \$ N/A

General Aggregate \$ N/A



If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

**6. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following: [Not applicable]**

**7. Contractor's Professional Liability:**

Each Claim \$ N/A

Annual Aggregate \$ N/A

**SC-6.05 Property Insurance**

**SC-6.05.** Add the following to the list of requirements in Paragraph 6.05.A (Builders Risk), as a numbered item:

- 13.** be subject to a deductible amount of no more than \$5,000.00 for direct physical loss in any one occurrence.

**ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES**

**SC 7.04.A** Amend the third sentence of Paragraph 7.04.A by striking out the following words:  
**Unless the specification or description contains or is followed by words reading that no like, equivalent, or 'or-equal' item is permitted.**

**SC 7.04.A.1** Amend the last sentence of Paragraph a.3) by striking out "and;" and adding a period at the end of Paragraph a.3).

**SC 7.04.A.1** Delete paragraph 7.04.A.1.a.4) in its entirety and insert the following in its place:  
**[Deleted]**

**SC 7.06.A** Amend Paragraph 7.06.A by adding the following text to the end of the Paragraph:  
**The Contractor shall not award work valued at more than fifty percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.**

**SC 7.06.B** Delete paragraph 7.06.B in its entirety and insert the following in its place:  
**[Deleted]**



**SC 7.06.E** Amend the second sentence of Paragraph 7.06.E by striking out "Owner also may require Contractor to retain specific replacements; provided, however, that".

## **ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION**

**SC-10.03** Add the following new paragraphs immediately after Paragraph 10.03.A:

- B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.**
- 1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.**
  - 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.**
  - 3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.**
  - 4. Liaison:**
    - a. Serve as Engineer’s liaison with Contractor. Working principally through Contractor’s authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.**
    - b. Assist Engineer in serving as Owner’s liaison with Contractor when Contractor’s operations affect Owner’s on-Site operations.**
    - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.**
  - 5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.**
  - 6. Shop Drawings and Samples:**
    - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.**
    - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.**
    - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.**
  - 7. Modifications: Consider and evaluate Contractor’s suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR’s recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.**
  - 8. Review of Work and Rejection of Defective Work:**
    - a. Conduct on-Site observations of Contractor’s work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.**
    - b. Report to Engineer whenever RPR believes that any part of Contractor’s work in progress is defective, will not produce a**

completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

**9. Inspections, Tests, and System Start-ups:**

- a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

**10. Records:**

- a. Prepare a daily report or keep a diary/log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail (as in the case of observing test procedures); and send copies to Engineer.
- b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- c. Maintain records for use in preparing Project documentation.

**11. Reports:**

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

**12. Payment Requests:** Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

**13. Certificates, Operation and Maintenance Manuals:** During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. Completion:
  - a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
  - b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
  - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.
- C. The RPR shall not:
  1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
  2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
  3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
  4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
  5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
  6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
  7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
  8. Authorize Owner to occupy the Project in whole or in part.

#### ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

- SC 13.02.C Delete Paragraph 13.02.C in its entirety and insert the following in its place:  
[Deleted]

#### ARTICLE 14 – TESTS, INSPECTIONS, AND APPROVALS

- SC 14.02.B Delete the text of paragraph 14.02.B., and insert the following:
- Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests required by the Contract Documents to be furnished and paid for by the Owner, except costs incurred in connection with tests or inspections of EARTHWORK compaction.**
- The CONTRACTOR shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests required by the Contract Documents for EARTHWORK compaction.**



## ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

- SC 15.01.B.3** Add the following language at the end of paragraph 15.01.B.3:  
**No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Contractor.**
- SC 15.01.B.4** Add the following new Paragraph after Paragraph 15.01.B.3:  
**The Application for Payment form to be used on this Project is a “Partial Pay Estimate” form (MS Excel format) initially prepared by the Engineer and subsequently completed by the Contractor monthly; or, at Contractor’s option, form “EJCDC C-620”.**



Mooney RCB Crossing W2-L2D for the City of Hammond

PARTIAL PAY ESTIMATE No.: One (1)

Bid Item	Description	Contract Quantity	Engineer's Estimate		Previous Quantity	Certificate #1		Period: 5/1 - 5/31/2024
			Unit Price	Extension		Completed this Period	Extension	
1.	Mobilization	1 EA	\$ 25,000.00	\$ 25,000.00	0%	25% \$ 6,250.00	25% \$ 6,250.00	TOTAL TO DATE
2.	Misc. Clearing and Sitework & Const./Traffic Signage	1 EA	25,000.00	25,000.00	0%	25% 6,250.00	25% 6,250.00	Extension
3.	Unclassified Excavation (net section)	1068 CY	20.00	21,360.00	0	500 10,000.00	500 10,000.00	
4.	Haul-in/grade/compact BACKFILL (veh. meas.)	950 CY	25.00	23,750.00	0	150 3,750.00	150 3,750.00	
5.	Haul-in/grade/compact LIMESTONE (#610) (veh. meas.)	415 TN	100.00	41,500.00	0	0 -	0 -	
6.	Haul-in/grade LIMESTONE (55#, 24" thk.)	155 SY	125.00	19,375.00	0	0 -	0 -	
7.	Install Double 6Rx6'S RCB	48 LF	3,000.00	144,000.00	0	0 -	0 -	
8.	Install PCC Headwall/Wingwall (12" thk.)	582 SF	85.00	49,470.00	0	0 -	0 -	
9.	Install PCC Headwall/Wingwall Footing	44 LF	250.00	11,000.00	0	0 -	0 -	
10.	Install PCC Concrete Dry Bottom (6" thk. - reinf)	92 SY	200.00	18,400.00	0	0 -	0 -	
11.	Install Guardrail (incl. posts)	100 LF	150.00	15,000.00	0	0 -	0 -	
12.	Install 6" thk. PCC Sidewalk	50 SY	80.00	4,000.00	0	0 -	0 -	
13.	Install/open cut 24" RCP	72 LF	100.00	7,200.00	0	0 -	0 -	
14.	Install Type VIII Catch Basin	4 EA	2,500.00	10,000.00	0	0 -	0 -	
15.	Remove/replace HMA Street Pavement (2" thk. HMA/ 6" thk. reinf. PCC)	250 SY	175.00	43,750.00	0	0 -	0 -	
16.	Install Flowable Fill	20 CY	150.00	3,000.00	0	0 -	0 -	
ORIGINAL CONTRACT AMOUNT:			\$ 461,805.00		Amount Earned:	\$ 26,250.00	\$ 26,250.00	
			\$ -		Less Retainage	(1,312.50)	(1,312.50)	
			\$ 461,805.00		Subtotal	\$ 24,937.50	\$ 24,937.50	
					Previous Payments	XXXXXXXX	-	
					Net Amount Due:	\$ 24,937.50	\$ 24,937.50	
					Certificate #1		TOTAL TO DATE	

Percentage of Completed Construction: 5.68%

By (Contractor):  
 Name (Title):  
 Contractor:  
 Address:





**CONTRACT CHANGE ORDER No.****ONE (1)**PROJECT: **MOONEY RCB CROSSING W2-L2D**OWNER: CITY of HAMMONDTO CONTRACTOR: **Contractor**DATE: 10 July 2024City Project No.: 420-12405

You are hereby requested to comply with the following changes from the plans and specifications:

ITEM NUMBER	DESCRIPTION	DECREASE	INCREASE
<i>Adjustment of contract quantities for As-built quantities:</i>			
"2." Decrease BACKFILL to 520 CY [-380CY @ \$17.90/CY]		\$ 6,802.00	\$ -
"6." Increase 15" CMP(A) to 148LF [+8LF @ \$37.00/LF]			296.00
"8." Decrease 24" CMP(A) to 1,220LF [-20LF @ \$48.00/LF]		960.00	-
"9." Increase 30" CMP(A) to 274LF [+4LF @ \$64.50/LF]			258.00
"11." Decrease Type II CB to 8EA [-1 EA @ \$2,775/EA]		2,775.00	-
"13." Increase Type V CB to 15EA [+1 EA @ \$2,000.00/EA]			2,000.00
"17." Decrease Sawcut Pavements to 787LF [-113 LF @ \$10.00/LF]		1,130.00	-
<i>Additional Work:</i>			
A3. 8" Split Casing on OBRH [+8LF @ 120.00/LF]			960.00
A6. 3" Waterline Offset - Al-Ida Drive [+4 HRS @ 450.00/HRS]			1,800.00
A9. Conflict Box Bottom - Whitmar Drive [+1 EA @ 1,000.00/EA]			1,000.00
CHANGE IN CONTRACT PRICE:		\$ 11,667.00	\$ 6,314.00
NET CHANGE - DECREASE:		\$ (5,353.00)	

This document shall become an amendment to the contract dated May 30, 2023, and all provisions of the contract will apply thereto.

The sum of **\$ 5,353.00** is hereby DEDUCTED FROM the original contract price and the total adjusted contract amount to date is therefore **\$ 1,827,257.00**.

The contract time shall be INCREASED by ZERO (0) calendar days. The completion date is therefore 3-Sep-2024.

Accepted: \_\_\_\_\_  
CONTRACTOR

Date: \_\_\_\_\_

Recommended: \_\_\_\_\_  
Mitchell D. Roniger, P.E.

Date: \_\_\_\_\_

Approved: \_\_\_\_\_  
Pete Panepinto, Mayor

Date: \_\_\_\_\_





## NOTICE BY OWNER OF ACCEPTANCE OF WORK

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

Public notice is hereby given, according to law that the undersigned Owner has accepted the work done by XXXXXXXXXXXXXXXXXXXX, Contractor, under his contract with him of April 22, 2024, and recorded in MOB xxxx, Page xxx, of the Mortgage Records of the Parish of Tangipahoa.

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

DATE: 03 September 2024

Amite, Louisiana

PROJECT: Mooney RCB Crossing W2-L2D

OWNER: City of Hammond, LA

BY: Pete Panepinto, MAYOR



## TECHNICAL SPECIFICATIONS

### GENERAL CONSTRUCTION

#### 1—GENERAL

The Contractor shall provide all plant, labor, equipment, and materials and perform all operations necessary to complete the work in strict accordance with the Plans and Specifications and subject to the terms and conditions of the Contract. The Technical Specifications included herein are general in nature, and are hereby superseded by more stringent requirements if included in the ensuing sections of the "Technical Specifications".

#### 2—CONTRACTOR'S RESPONSIBILITIES & SUBMISSIONS REQUIRED

After signing acknowledged receipt and concurrent with (or prior to) delivery by the Contractor of the "Notice of Award", the Contractor shall comply with the following requirements, unless otherwise noted below or amended by the "Supplemental Conditions":

- (A) Submit current and binding proof of insurance coverage in favor of the OWNER with expiration date(s) of coverage occurring subsequent to the date of commencement of the work. For coverage(s) expiring during the contract term, the CONTRACTOR shall submit not later than twenty (20) calendar days prior to the date of expiration of subject coverage(s) an amendment to the insurance binder extending the coverage(s) to a date subsequent to the contract completion date.
- (B) Submit fully executed and notarized "Non-Collusion Affidavit", "Attestation Clause" and "E-Verification".
- (C) Submit partially executed the "Agreement" with original signatures of the president of the corporation (or another corporate officer, authorized by resolution to sign the "Agreement" on behalf of the corporation) and the secretary of the corporation. Leave the date blank, to be filled upon execution of the "Agreement" by the OWNER.
- (D) Submit fully executed Bond(s), with notarized and fully executed Power(s) of Attorney. The Bond shall be underwritten by a company which is on the current "Treasury Circular 570" list, which proof shall also be submitted. The Attorney-in-fact listed on the Power of Attorney shall be domiciled in the State of Louisiana.
- (E) Other required documents as outlined in the "Information for Bidders" and in these specifications.
- (F) Submit within ten (10) days after signing of the Contract a list of Materials and Equipment actually ordered including source of supply, description, quantity and promised delivery date. (Note: Including required shop drawing submittals/prior approvals).
- (G) Submit one copy of any and all permits obtained for jobs.
- (H) Submit names of subcontractors for approval of Engineer.
- (I) Submit to Engineer at or before the Pre-Construction conference a **Construction Schedule**.
- (J) Submit Partial Pay Requests monthly; submit invoices for materials on which payment is requested, including ticketed haul-in materials. Material inventory is subject to payment for properly invoiced amounts provided said inventory is stored on property controlled or owned by the OWNER, or provided said inventory is stored in a bonded warehouse approved in advance by the ENGINEER.
- (K) Submit other documents as otherwise called for within these specifications.
- (L) A **principal** of the corporation shall make provisions to attend the pre-construction conference, and the final inspection of this project. \*
- (M) The **superintendent** (or other representative of the Contractor approved in advance by the ENGINEER) shall attend progress meetings for this project.



(N) The tentative schedule for items “(I)”, “(L)” and “(M)” above is as follows:

**Mooney RCB Crossing W2-L2D**

for the City of Hammond

DATE	MILESTONE
03/07/2024 (Thurs.)	Begin advertising for bids
03/21/2024 (Thurs.)	Pre-Bid Conference (10 a.m., City engineer’s office)
04/04/2024 (Thurs.)	Bid Opening (10 a.m., Council Meeting Room)
04/09/2024 (Tues.)	Award of bid (5:30 p.m., Hammond City Council meeting)
04/22/2024 (Mon.)	Pre-Construction Conference* (10 a.m., Engineer’s Office)
05/06/2024 (Mon.)	<i>Commence construction—120 calendar days</i>
09/03/2024 (Tues.)	<i>Complete construction—FINAL INSPECTION *</i>

\* A **principal** of the corporation (or **owner** in the case of sole proprietorships) shall make provisions to attend the pre-construction conference and the final inspection of this project.

**3—PERMITS**

Not applicable this project.

**4—CONSTRUCTION SCHEDULE**

Contractor shall, as stipulated in above Article "2", subpara. "(I)", prepare and submit to the engineer for approval, a practicable schedule showing the order in which the Contractor proposes to carry on the work, dates on which he will start the several salient features of the work and the contemplated dates for completion of each.

This schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any one time. The Construction Schedule shall be prepared to reflect completion of the project within the contract term. The Contractor shall enter on this chart the actual progress at the end of each month and shall submit copies of same with his requests for partial payments, or by the tenth of the following month, should there be no request for partial payments.

The Contractor shall furnish sufficient forces, construction plant, and equipment and shall work such hours, including night shifts, as may be necessary to insure the prosecution of work in accordance with approved progress schedule. If, in the opinion of the Engineer, the Contractor falls behind the progress schedule, the Contractor shall take such steps as may be necessary to improve his progress by such means as increasing the number of men, number of shifts, days of work, and/or amount of construction plant, all without additional cost to owner.

**5—COOPERATION BETWEEN CONTRACTORS**

The Owner reserves the right at any time to contract for and perform other or additional work on or near the work covered by the Contract.

In addition, the Owner reserves the right and authority to permit other utility companies to enter the project area and perform certain relocation(s) and adjustment(s) to that utility’s fixtures during the prosecution of this contract. The City’s construction contractor (this contract) shall endeavor to cooperate and assist any and all utility contractors by coordinating and scheduling the work to minimize disruption to the work of others.

When separate contracts are let within the limits of any one project, each contractor shall conduct his work so as not to interfere with or hinder the progress of completion of the work being performed by the other contractors. Contractors working on the same project shall cooperate with others as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with the contract and shall protect and save harmless the Owner, the Engineer, and the Owner's and Engineer's agents and representatives from any and all damages or claims that may arise because of inconvenience, delay or loss experienced by him because of the presence and operations of the other contractors working within the limits of the same project.

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

#### **6—NIGHT AND HOLIDAY WORK**

Whenever the operations called for on the Plans or in the Contract Documents require work to be done at night, or Sunday or legal holidays, the Contractor shall give the Engineer sufficient notice to allow for arrangements for the necessary inspection personnel.

#### **7—NOTICE TO PROCEED**

The successful bidder shall not commence work under this Contract until a Notice to Proceed is issued to him by the Engineer and signed by either the Owner or the Engineer.

#### **8—MATERIAL CERTIFICATES**

The Contractor shall submit certificates showing that all materials used conform to the applicable standards. These test reports may be furnished by the manufacturer or by an approved independent testing laboratory. Accept where otherwise noted, the Owner shall be responsible for Testing Laboratory costs.

#### **9—LAYOUT OF WORK**

The Engineer shall establish a system of base lines and set bench marks at prominent points around the site of the work. Grades, lines and levels shall be established and maintained by the Contractor, but shall be subject to check and approval by the Engineer.

The Contractor shall verify all lines, grades, levels and dimensions, as shown on the drawings, and shall report any error or inconsistencies to the Engineer before commencing work.

The Contractor shall furnish and maintain stakes, batter boards, etc., and give assistance, including certified helpers, as may be required by the Engineer for checking line and grade.

The Contractor shall keep the Engineer informed, a reasonable time in advance, of the times and places at which he intends to work in order that base lines and bench marks may be checked and necessary measurements for record and payment may be made with the minimum of inconvenience to the Engineer or of delay to the contractor. It is the intention not to delay the work for checking base lines and benchmarks, but, when necessary, working operations shall be suspended for such reasonable time as the Engineer may require for this purpose. **The Contractor assumes all responsibility for re-stocking, freight, and other miscellaneous costs, for materials ordered and/or delivered in advance of completed construction staking.**

#### **10—EARTHWORK**

The Contractor shall furnish all tools, equipment, labor, materials, etc., to complete all items of earthwork which shall include excavation, filling and backfilling of earth and rock. There shall be no distinction between earth excavation and rock excavation.

#### **11—STRUCTURAL EXCAVATION**

All excavations shall be made to proper depth and correct line, with sufficient allowance for correct forming, shoring and inspection of foundation work. Pouring of concrete against earth side walls will not be permitted, unless specifically approved by the Engineer.



Rough excavation must be stopped at least three (3") inches from finished grade; fine excavation and dressing must be done by hand to the required depth prior to concreting operations.

If the bottom of the excavation is made mucky or unstable due to the Contractor's operations or carelessness, the excavation shall be deepened to undisturbed soil just before concreting operations, and the thickness of concrete shall be increased accordingly without additional compensation to the Contractor.

Bottoms shall be level and free of loose material. If excavations are carried below the level called for by the Plans, foundations must be poured at this level, on undisturbed soil, and the thickness of footings increased to make up the discrepancy without additional compensation to the Contractor.

The Contractor shall provide, operate and maintain all necessary pumps, discharge lines, well points, etc., in sufficient number and capacity to keep all excavation, bases, pits, tanks, etc., free from seepage, sanding or running water at all times throughout the period of construction.

The Contractor shall assume all responsibility for security of the excavation required, employing bracing, lining or other accepted means necessary to accomplish same.

Excavated areas shall be cleared of all debris, water, slush, muck and soft or loose earth and shall be conditioned to the entire satisfaction of the Engineer.

## **12—FILLING AND BACKFILLING**

Excavated earth free from debris or organic material may be used for backfilling foundations or for fill. Where concrete slabs are indicated to be poured upon earth fill, without forms, the earth upon which the slabs will rest shall first be thoroughly wetted and compacted with pneumatic rammer, size 2¼ inch x 6 feet. The fill material shall be placed in layers not to exceed 6 inches in thickness and compacted to a density or hardness exceeding the natural earth; to insure against settlement and subsequent cracking of the slab.

The Contractor shall backfill all subgrade excavations immediately after Engineer's inspection and approval of work to be covered. The Contractor shall securely tamp the backfilling with pneumatic rammer round all walls and piers. No backfilling or filling shall be done without approval of the Engineers, especially in the case of concrete walls sustaining earth pressure. Surplus material resulting from the prosecution of the excavation and backfill shall be used in grading the site or removed from the site and disposed of as directed by the Engineer. In no case shall any surplus material be deposited on adjacent lands. Fill used for grading shall be placed in layers not to exceed 12 inches in thickness and shall be compacted by suitable means to a density equal to that of the surrounding natural ground.

Where grasses/landscaping are impacted by the construction operations, the Contractor shall backfill and top dress all ruts and "scarred" areas with a minimum of 1.5" thick root zone material (i.e., 75% topsoil mixed with 25% clean sand) at no direct pay prior to seeding and fertilizing [RE: Article "19"]. Topsoil shall conform to LaDOTD Standard Specifications Section 715. The completed project shall include fine grading of all areas impacted by the construction operations to easy contours.

## **13—FORMS AND FALSEWORK**

The Contractor shall be responsible for the design of forms/falsework and shall provide all labor, materials, and equipment for constructing forms and falsework for all concrete work.

All falsework shall be constructed true and rigid, thoroughly braced (laterally & diagonally) and sufficiently strong to carry the load imposed thereon without settlement or deformation.

For calculating the loads on falsework, a weight of 150 pounds/CF shall be assumed for concrete and a live load allowance of 50 pounds per SF of horizontal surface of the form shall be included.

All timber used in falsework shall be in good condition free from defects which would impair its strength. Form lumber shall be of good quality, free from loose knots, holes, twists, shakes or decay.



All forms for surfaces which will remain exposed in the finished work shall be lined with waterproofed plywood, tempered masonite or metal. Forms shall be carefully built with planed surfaces and tight joints. Joints in lined forms shall be kept to a minimum. Lined forms shall have surfaces oiled with non-staining oil. Forms shall be built mortar-tight and of material sufficiently rigid to prevent bulging between supports and shall be set and maintained to the lines designated until the concrete is sufficiently hardened to permit form removal. During the elapsed time between the building of the forms and pouring the concrete, the forms shall be maintained in a manner to prevent warping or shrinking. If the forms bulge or sag at any point when the concrete is placed in them, that portion of the concrete causing distortion shall be removed immediately and the forms properly repaired and strengthened before continuing work. No forming material shall be left in place upon completion of the work. Forms shall be designed for the pressure exerted by a liquid weighing 150 pounds per cubic foot for vertical loads and not less than 85 pounds per cubic foot for horizontal pressure. The rate of placing the concrete shall be taken into consideration in determining the depth of the equivalent liquid for horizontal loads. An additional 50 pounds per SF shall be allowed on horizontal surfaces. All forms shall be constructed to permit removal without damage to or "honeycombing" of the concrete.

All anchor bolts, pipe wall casting, conduits, etc., shall be installed prior to placement of concrete. Metal or wooden spreaders which are separate from the forms shall be entirely removed as the concrete is being placed. Internal wall ties shall be of such a type that when the forms are removed, the metal remaining in the wall will be at least an inch back from exposed surface of the wall. Holes left by removal of the ties shall be pointed flush, to the satisfaction of the Engineer.

All form surfaces shall be wetted prior to the placement of concrete. When concrete is placed, the forms shall be clean and entirely free from chips, dirt, sawdust and other extraneous matter. This shall be accomplished by; sweeping, washing with water or blowing with compressed air.

A man shall be engaged at all times to watch the forms and falsework while concrete is being placed and to see that the forms and falsework are strengthened where necessary.

Concrete forms and falsework shall not be removed until the concrete has attained sufficient strength, in the opinion of the Engineers, to support its own weight, construction live loads and any other loads to which it is subjected after removal of forms.

A competent and experienced foreman shall be in charge of the removal of forms. At no time shall more men be engaged in the striking of forms than he can fully direct and supervise. No patching or concrete work shall be done until concrete has been examined by the Engineer.

#### **14—REINFORCING STEEL**

Bar reinforcement shall be open hearth, new billet steel of intermediate grade, conforming to requirements of the Standard Specifications for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement ASTM A615, with deformations in accordance with ASTM A615.

Reinforcing steel above one-quarter (1/4") inch diameter for structures shall be deformed bars. The form of the bars shall be such as to maintain a new section equivalent to a plain square or round bar of equal nominal size.

The use of cold twisted bars will not be permitted.

Wire for fabric reinforcement shall be cold drawn from rods hot rolled from open hearth billets conforming to ASTM A82, Standard Specifications for Steel Wire, Plain, for Concrete Reinforcement.

#### **15—PLACING REINFORCING STEEL**

Metal reinforcement shall be accurately positioned as indicated on the Plans and secured against displacement with annealed iron wire  $\geq$  No. 18 gauge or by suitable slips at intersections, and shall be supported by approved precast concrete blocks, or galvanized metal spacers.

Slab or beam bolsters with high chairs may be used for holding the steel in position. Slab and beam bolsters and high chairs shall be placed at such intervals that the reinforcement is in proper position throughout and shall be sufficiently sturdy to hold the reinforcement in proper position while concrete is being deposited. Placing and fastening of the reinforcement in each section shall be approved by the Engineer before any concrete is being deposited. Placing and fastening of the reinforcement in each section shall be approved by the Engineer before any concrete is deposited.

Reinforcing steel for members in which the concrete is deposited against the ground shall have not less than three (3") inches of concrete between it and the ground contact surface. If concrete surfaces, after removal of the form, may be exposed to weather or be in contact with the ground, the reinforcing steel shall be protected with not less than two (2") inches of concrete for bars larger than #5 and 1-1/2 inches for #5 bars or smaller. The concrete protective covering between all reinforcing steel and all exterior surfaces shall be not less than 1-1/2 inches.

## **16—CONCRETE**

*Unless otherwise shown or called for on the plans or elsewhere in these specifications*, all concrete shall be Portland Cement Concrete for Minor Structures (Section 901, Class M), and attain a minimum unit compressive strength of 3,000 psi, at the end of 28 days.

All concrete shall be reinforced with 6x6/10-10 WWF, (or acceptable fibermesh reinforcement) with 6" minimum thickness (unless otherwise detailed for sidewalks). Sufficient "turndown" footings shall be cast-in-place monolithically to ensure bearing a minimum of 4" below natural adjoining grade.

The Contractor shall provide all labor, material and equipment necessary for plain and reinforced concrete work as shown on the Plans and hereinafter specified.

To ensure inclusion of all wall castings, conduits, anchor bolts, etc. the Contractor shall notify all other Contractors, subcontractors, manufacturers' representatives and the Engineer in advance of his intentions to pour any particular portion of the concrete work. He shall further cooperate with them in the coordination of the various phases of the work.

The mixing, placing and curing of all concrete shall be executed under the supervision of an experienced foreman. The Contractor shall have at least one foreman at each location where concrete is being poured to assure placement, puddling, and spading of the concrete in a manner as specified herein.

Include all concrete and related work shown or specified. Concrete work included in other divisions of the specifications shall comply with requirements of this article, unless otherwise specified.

(A) Cement: All cement hauled to the job, bags, or sacks, shall be in original unopened containers showing brand and name of manufacturer. Cement shall be Portland Cement of American manufacture, conforming to the Standard Specifications for Portland Cement Types I, II, and III, per ASTM C150.

(B) Fine Aggregates: Fine aggregates shall conform to LaDOTD Standard Specifications for Concrete Aggregates, ASTM C33, except for gradation, which shall be as follows:

Passing Sieve Size	Percent
3/8"	100
No. 4	95 to 100
N. 16	65 to 95
No. 50	7 to 30
No. 100	≤ 7

At the time of use, the aggregate shall be free from foreign materials.

(C) Coarse Aggregates: Coarse aggregates shall conform to the Standard Specifications for Concrete Aggregate ASTM C33, 1-1/2 inch to No. 4 size.

(D) Mixing Water: Water used in making mortar or concrete shall be clean and free from oil, alkali, sugar other deleterious substances.



(E) Admixture: Unless otherwise noted, all concrete except 3000 psi concrete used for fill concrete may utilize a plastiment admixture with the Engineer's approval.

## **17—GRASS SOD**

At locations shown on the plans, and as reasonably implied, the CONTRACTOR shall furnish, haul, plant, roll, water, and maintain live grass sod at locations shown on the plans or as directed by the Engineer. Slab sod shall be either field grown grass or approved nursery grown grass.

Field grown grass shall be CENTIPEDE grass, or other approved grass native to Tangipahoa Parish; nursery grown grass shall be centipede.

Sod shall be free from noxious weeds or other vegetation.

Water may be obtained from any source except brackish or oily water shall not be used.

Slab sod shall be cut with approved mechanical or manual sod cutters. The designated area shall be mowed when necessary, and sod shall be cut to a minimum depth of 1.5" for field grown grass and 1" for nursery grown grass, and to a uniform width and in convenient lengths for handling. Care shall be exercised to retain soil on roots of sod during excavating, hauling, and placement.

Sod cut more than 48 hours prior to placement shall not be used unless authorized.

Sod taken from bare areas that may produce inferior growth will not be accepted.

Watering required in connection with digging, storing, or hauling shall not be directly paid for, but rather included in the unit price bid for the particular item of associated work.

The handling of sod shall be in accordance with Section 714.04 of the Louisiana Department of Transportation and Development Standard Specifications for Roads and Bridges, 2016 edition, latest revision ("LaDOTD Standard Specifications").

Areas to receive slab sod shall be thoroughly pulverized to a depth of approximately 2" and fine dressed to a grade conforming to adjacent natural grade. Liming, if necessary, shall be done when the area is being pulverized. Fertilizing shall be performed at the rate of 90% broadcast over the area to be slab sodded, and the remaining 10% shall be broadcast after placement and rolling.

Upon delivery to the planting site, slab sod shall be transferred onto the surface of the prepared soil. Areas to be sodded shall be adequately watered. Slabs of sod shall be placed with a minimum amount of space between slabs. Slabs which do not fit closely shall be pulled together with suitable tools and pegged if necessary.

Fertilizer and agricultural lime are not direct pay items, and shall conform to Section 718 of the LaDOTD Standard Specifications.

Rolling and watering of slab sod shall be in accordance with LaDOTD Standard Specifications Sections 714.06 and 714.07.

## **18—EROSION CONTROL**

At all natural grade locations disturbed throughout the duration of the project, whether from actual installation of construction features or from construction equipment traversing the vicinity of the work, the Contractor shall install and maintain temporary erosion control measures to continuously control erosion and prevent water pollution per Section 204 of LaDOTD Standard Specifications

The Contractor shall prepare a Storm Water Pollution Prevention Plan (SWPPP) and obtain approved by the Louisiana Department of Environmental Quality (LaDEQ). The Contractor shall retain the LaDEQ approved SWPPP on site. The Contractor is required to maintain accurate daily records with regard to the LaDEQ SWPPP on site, and to record observations as required to ensure continuous compliance with LaDEQ stormwater regulations.

If an Erosion Control Plan is included in the contract drawings, that plan sheet is for informational purposes only. Moreover, the Contractor is responsible for ascertaining the details of the Contractor's SWPPP and preparing a SWPPP in compliance with LaDEQ guidelines.



Preparation of the Contractor's SWPPP and compliance therewith are the exclusive responsibility of the Contractor. Costs for stormwater management shall be considered as incidental to Miscellaneous Clearing & Sitework, and therefore shall be included in the appropriate bid item(s).

## **19—SEEDING & FERTILIZING**

Where existing grassy areas and side-slopes are impacted by the Contractor's construction operations (including excavation work, pavement restoration, tracking of equipment, storage of materials, etc.) as a part of the project, *and at subject locations not scheduled to receive grass sod*, the CONTRACTOR shall include in the unit price for the item of work which creates bare earthen surface(s) seeding & fertilizing measures.

Should the CONTRACTOR anticipate use of an alternate method of restoring grassy areas, the CONTRACTOR shall forward to the Engineer for approval the method and type of seeding/fertilizing materials to be used, along with manufacturer's specifications and installation instructions. The material submitted shall include written certification of approval of use for this type of construction by the International Erosion Control Association, Inc., or some acceptable similar certification.

The finished product shall impede side-slope erosion, loss of existing earthen cover material, and restoration of grass cover to barren areas.

### **Prior approvals:**

#### **A. Erosion Control Blanket** equal to one of the following:

- (1) Excelsior Erosion Control Blanket equal to that manufactured by XCEL—for "Regular" use with 1"x2" green plastic netting. The blanket shall consist of a machine produced mat of curled wood excelsior of 80% (6" or longer) fiber length with a consistent width of fiber evenly distributed throughout the mat. A photodegradable netting manufactured from extruded plastic mesh shall be used on the top side of the blanket.
- (2) Erosion Control Blanket equal to that manufactured by North American Green S75—for moderate run-off conditions (4H:1V slopes), made of 100% wheat straw with light, photodegradable netting on one side, sewn together with cotton thread, weighing no less than 0.75 pound/square yard. [Note: where side-slopes exceed 4:1, use S150].
- (3) Erosion Control Strand equal to "Landglas" as manufactured by Owens-Corning Fiberglas—a strand for erosion control formed from continuous fibers drawn from molten glass, gathered together to form bundles, then wound into tubeless packages, then applied by a special applicator gun or a standard mechanized straw mulcher unit. The glass fibers are tacked to the ground with an asphalt emulsion, AC, or other approved tack coating.
- (4) Jute mesh equal to "Soil Saver" as manufactured by Jim Walls Company—a heavy jute mesh of a uniform open plain weave of unbleached single jute yarn averaging 130 pounds per 14,400 yard spindle. The yarn shall be of a loosely twisted construction having an average twist of not less than 1.6 turns per inch.
- (5) Other materials as approved for use by Section 720 and 1018.24 of the DOTD Standard Specifications for Roads and Bridges, 2016 edition, latest revision.

#### **B. Seeding and Fertilizing**—conforming to LaDOTD Standard Specifications Section 1018.16, 1018.17, and 1018.18.

The work shall be performed in accordance with applicable sections of the LaDOTD Standard Specifications, in particular, Sections 717 and 718.

Immediately after seeding and fertilizing have been completed on the slopes, the entire area shall be covered properly with the approved erosion control blanket.

In the event that rain should occur and cause erosion, the affected area shall be re-disked, harrowed, and seeded again prior to placement of the erosion control blanket.

#### **C. Hydro-Seeding**—in all cases where broadcasting of seed is unsuccessful, the Contractor shall utilize Hydro-seeding if so directed by the Engineer.

After ground preparation, all seed and fertilizer shall be distributed by using the Hydro-seeder Method. The Hydro-seeder shall have the capacity to hold at least one-half acre of material for distribution. Hydro-seeder shall be mobile, with discharge capabilities of evenly spreading material at least 75' from the machine. The Hydro-seeder shall have at least a 1,200 gallon water capacity in order to hold the materials required to cover the 0.5 acre.

All newly grassed areas shall be watered in order to inure seed germination and continue grass growth. Seeded areas shall receive approximately one inch (1.0") of water per week, either by rain or mechanically applied water applied by the Contractor.

All newly grassed areas shall be guaranteed to establish a full turf of permanent grass that will prevent erosion of any kind. If for any reason erosion occurs during the guarantee period, the Contractor shall be responsible for filling, grading, seeding, and/or sodding to the satisfaction of the Engineer.

The Warranty (Guarantee) period shall commence upon Acceptance of the Work (approval of 90% payment), and expire ninety (90) calendar days after the recorded "Acceptance of Work".

## **20—LAYOUT OF THE WORK**

The Contractor shall lay out his work as directed by the ENGINEER and shall be responsible for all measurements in connection therewith. The Contractor shall, at his own expense, furnish all stakes, templates, platforms equipment and labor that may be required in setting and cutting, or laying out of any part of the work. The Contractor will be held responsible for the proper execution of the work as may be established or indicated by the ENGINEER and all stakes or other marks thus established shall be preserved by him until their removal is authorized by the ENGINEER.

The Contractor shall prepare a "Construction Staging Plan", which shall include the contractor's procedure for safety, barricading, after-hours equipment and materials storage, and similar features. The Contractor shall attempt to confine his operations to the schedule and plan approved. Changes in the "Construction Staging Plan" shall be requested from the Contractor to the Engineer, and approved by the Engineer, prior to implementing any changes.

## **21—TOOLS, PLANT AND EQUIPMENT**

If, at any time before the commencement or during the progress of the work, tools, plant or equipment appear to the Engineer to be insufficient, inefficient, or inappropriate to secure the quality of work required or the proper rate of progress, the Engineer may order the Contractor to increase his efficiency, to improve his character, to augment his number, or to substitute new tools, plant or equipment, as the case may be, and the Contractor must conform to such order; but, the failure of the Engineer to demand such increase of efficiency, number of improvements, shall not relieve the Contractor of his obligation to secure the quality of work and the rate of progress necessary to complete the work within the time required by this contract to the satisfaction of the Owner.

## **22—MATERIALS, APPLIANCES, EMPLOYEES**

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

In lieu of a job-site telephone, a cellular telephone shall be in the possession of a responsible party representing the Contractor. The cellular telephone shall be readily and constantly accessible (without exception) to the Engineer, the Owner, all subcontractors, material suppliers, and others who may have a need to immediately contact the Contractor whether day, night, or holidays.

## **23—DRINKING WATER AND SANITARY FACILITIES**

The Contractor shall provide safe drinking water for his workmen during the construction period. The water shall be delivered through a spigot, angle jet fountain or other approved device. Common drinking cups will be prohibited. The Contractor shall also furnish adequate sanitary facilities for workmen in the work area during the construction period.

## **24—ACCIDENTS**

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

The Contractor must promptly report, in writing, to the Engineer, all accidents resulting from, or in connection with, the performance of the work, whether on, or adjacent to, the site, which caused death, personal injury or property damages, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger or both to the Engineer and the Owner.

If any claim is made by anyone against the contractor or any subcontractor on account of any accident, the contractor shall promptly report the facts in writing to the Engineer, giving full details.

## **25—DISCREPANCIES**

If the Contractor, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omissions in the drawings or in the layout as given by points and instructions, it shall be his duty to immediately inform the Engineer, in writing, and the Engineer shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk. Neither party shall employ or hire any employees of the other party without his consent.

## **26—INSPECTIONS**

All work done shall at all times be subject to the inspection and approval of the Engineer or his authorized representatives. The Contractor shall notify the Engineer of any work in progress which is subject to the Engineer's inspection.

Inspectors may be appointed by the Engineer or the owner whose duty it shall be to see that the work is done properly and in accordance with the Plans and Specifications. Inspectors shall have authority subject to the final decisions of the Engineers, to condemn and reject any defective work and to suspend the work when the same is not being done properly.

Inspectors shall have no authority to permit any deviation from the Plans and Specifications except on verbal or written order from the Engineer, and the Contractor will be liable for any deviation except on such Engineer's order.

All condemned work shall be promptly taken out and replaced by satisfactory work. Should the contractor fail or refuse to comply with instructions, in this respect, the Owner may, upon certification by the Engineer, withhold payment or proceed to terminate the Contract as herein provided.

Any defective work may be rejected by the ENGINEER at any time before (or concurrent with) final acceptance of the work, even though the same may have been previously approved through an estimate for payment.

If any work should be covered without the approval or consent of the ENGINEER, it must, if so ordered, be uncovered by the CONTRACTOR. If such work is found to be in accordance with the Contract Documents, the OWNER shall pay for the cost of a re-examination and replacement. If such work is found not to be in accordance with the Contract Documents, the CONTRACTOR shall pay all re-examination costs along with corrective costs, unless the CONTRACTOR shows that the defect in the work was caused by another, and in that event the OWNER shall pay such costs.



## TECHNICAL SPECIFICATIONS

### MOBILIZATION

#### 1—DESCRIPTION

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 required insurance; and other preconstruction expenses necessary for the start of the work, excluding the cost of construction materials.

#### 2—SPECIFIC CONDITIONS

The CONTRACTOR shall include in this bid item all costs associated with the safe and convenient access to the working sites, with the requirement that all work must be accomplished from within the existing road right-of-ways. To the extent that physical evidence and/or previously surveyed property corners are available, the Contractor may use as a "rule of thumb" the extent of available right-of-way from back of existing ditch to back of existing ditch. It is the sole responsibility of the Contractor to ascertain accurate property lines and corners to ensure that no work is done, nor damage caused to adjacent private properties.

Included in the per EACH price as bid for "Mobilization" shall be all costs associated with obtaining, maintaining, and restoring property and/or improvements to their existing condition prior to the WORK, unless otherwise specified by the work schedule.

#### 2—BASIS OF PAYMENT

Payment will be made at the contract unit price for bid item "1. Mobilization" subject to the following provisions:

Percent of Total Contract Earned	Allowable Percent of the "1 EACH" Price
1 <sup>st</sup> Partial Estimate	25%
10%	50%
25%	75%
50%	100%

No price adjustments will be made for this item due to changes in the work. Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the contract.

Under no circumstances shall the price bid "per EACH" for "Mobilization" exceed ten percent (10%) of the Total amount bid.



**TECHNICAL SPECIFICATIONS**  
**MISCELLANEOUS CLEARING AND SITEWORK**  
**&**  
**CONSTRUCTION/TRAFFIC SIGNAGE**

**1—SCOPE OF WORK**

The scope of work contained under this section of the Technical Specifications shall be fully included under the “per EACH” price bid for items “2. Miscellaneous Clearing and Sitework & Construction/Traffic Signage”.

The work includes clearing of vegetative matter and other debris and obstacles, and the erection and maintenance of required signage, barricades, and flagmen, as required by the LaDOTD to accommodate the installation of the work on or near the project and on or near State right-of-ways.

Also included is miscellaneous sitework such as providing access for the various construction equipment and hauling equipment, removal and re-installation of signs and obstructions to the completed project, installation of new signage where specified, site preparation, and other miscellaneous work not otherwise covered by other bid items.

**2—WORK REQUIREMENTS**

All foreign debris and unsuitable excavated and cleared materials shall be completely removed from the site at the Contractor's expense, and adequate and safe working conditions maintained throughout the construction process.

The Contractor shall carefully review the scope and nature of the work required, to adequately perform the miscellaneous sitework and clearing, and the obvious tree and stump removals, which is required under “2. Miscellaneous Clearing and Sitework & Construction/Traffic Signage”.

Suitable backfill material may be stockpiled on site with the following conditions:

- a. That the stockpile be prevented from washing into the adjacent drainage structures, ditches, and roadways.
- b. That the material stockpiled be suitable for backfilling and compaction as backfill over the new water and sewer lines and related structures.
- c. That if said material, as stockpiled, is suitable for backfill, then no additional costs will be incurred by the Owner for the resulting use of such suitable materials, and all applicable specifications on material and compaction requirements remain in force.

[Moreover, the compensation to the Contractor will be the costs saved by eliminating transportation/handling costs.]

- d. That upon Final Acceptance, all remaining excavated material be hauled from the site by the Contractor, or otherwise spread, graded, and/or wasted in the project vicinity as designated by the Engineer.

**3—TREE AND STUMP REMOVAL**

There are a number of trees & stumps which need to be removed in order to install drainage improvements as specified. The Contractor shall exercise care and caution to the extent that overhead utilities, adjacent pavements, shrubs, and any and all other potentially affected physical fixtures be adequately protected from harm, damage, or inconvenience during and subsequent to the removal process.

The backfill and compaction of the resulting void created by the removal of stumps shall be included in the “per EACH” price bid for item “2. Miscellaneous Clearing & Sitework - Construction/Traffic Signage”.



"Stump grinding" will be permitted, provided that the depth and extent of stump removal performed is adequate to perform the work specified in this contract, and provided all resultant sawdust and chips are removed from the void prior to back filling.

#### **4—SPECIAL REQUIREMENTS**

Certain special items of work included in the "per EACH" bid for item "2. Miscellaneous Clearing & Sitework - Construction/Traffic Signage" are shown on the drawings including, but not limited to, the following:

- a. Removal of existing headwalls.
- b. Install/remove temporary 12" culvert at connection of Mooney Ave. with temporary access road.
- c. Install/remove geogrid, as specified in the contract documents, for temporary access road.
- d. Coordinate with owner for the removal, transportation, and stockpiling of temporary access road aggregate upon completion of roadway work along Mooney Ave.
- e. Install pavement striping and object marker signs, as specified in the contract documents.
- f. Install slab sod, as directed, adjacent to drain inlets.
- g. Fine grade site upon completion of construction.
- h. Fine grade areas adjacent to the project to ensure positive drainage.
- i. Hydro-seed all disturbed areas after final grading.
- j. Special work as shown on the drawings or reasonably implied and not otherwise included in other bid items.

The Contractor shall include all special items of work indicated on the plans or reasonably implied in the "per EACH" price bid for item "2. Miscellaneous Clearing and Sitework & Construction/Traffic Signage", based on the location of the work.

The Contractor shall inspect the work site carefully and include sitework necessary to perform this contract in the "per EACH" price bid for item "2. Miscellaneous Clearing and Sitework & Construction/Traffic Signage".

#### **5—CONSTRUCTION/TRAFFIC SIGNAGE**

Included in the "per EACH" price bid for item "2. Miscellaneous Clearing and Sitework & Construction/Traffic Signage" are adequate construction and traffic signage. The intent of this item of work is to maintain safe traffic flow to the public traversing the streets scheduled for street improvements throughout the contract term, while concurrently affording the safest practicable working conditions for the contractor.

The following work shall be included under bid item "2. Miscellaneous Clearing and Sitework & Construction/Traffic Signage":

- a. Submit a "Traffic Control Plan" detailing the means by which traffic will be temporarily re-routed during the construction operations. Barricades and flagmen, at a minimum, are required to achieve safe working conditions, facilitate the construction of improvements, and allow continuous (albeit reduced speed) traffic flow.
- b. Install, at a minimum, construction signage, to include signage, barricades, and flagmen, as required by the LADOTD to protect the public and the contractor during the installation of the new improvements.
- c. Install and maintain daily (seven days a week, 24 hours a day, lighted at night) suitable barricades along the existing roadway to prevent traffic from entering the area of construction operations, whether construction is in progress or not.

## **6—EROSION CONTROL REQUIREMENTS**

Certain tasks required to be performed under this contract are enumerated in article “18 – Erosion Control” of the “General Construction” specifications, and shall be included in the “per EACH” price bid for item “2. Miscellaneous Clearing and Sitework & Construction/Traffic Signage”, including, but not limited to, the following:

- a. Prepare and submit to LaDEQ a SWMPP; obtain LaDEQ approval and comply with the approved SWMPP.
- b. Install & maintain suitable erosion control measures to generally include perimeter erosion/silt fencing, hay bales and/or rock dams (to prevent surface runoff from conveying excess sediment away from the work site), and other BMP measures incorporated by the Contractor to comply with the Contractor’s Stormwater Management & Prevention Plan.
- c. Submit to the Engineer the LaDEQ approved SWMPP, as well as periodic reports required by LaDEQ
- d. Upon completion of the project, seed and fertilize all areas impacted by excavation and other construction activities (RE: Technical Specs, General Construction, Art. 19).

## **7—MEASUREMENT AND PAYMENT**

Measurement and payment of bid item “2. Miscellaneous Clearing and Sitework & Construction/Traffic Signage” shall be measured and paid for at the “per EACH” price as bid, and shall represent all costs associated with clearing, materials, barricades, signage, flagmen, equipment, transportation, overhead, labor, and compliance with specified safety precautions incurred as a result of completing this project, as approved by and accepted in place by the ENGINEER.





# TECHNICAL SPECIFICATIONS

## UNCLASSIFIED EXCAVATION

### **1—GENERAL**

The work required under this item of the specifications includes the access to, equipment, labor, hauling vehicles, and associated work necessary to excavate channels and ditches of the specified bottom width, side slope, and grade, in preparation for work required in this contract.

### **2—EXCAVATION AND TOLERANCES**

The in-situ material shall be excavated to the finish lines and grades shown on the plans, particularly the cross-sections and typical sections. The post-excavation surface shall be left reasonably smooth, so that there are no abrupt humps or hollows in the surfaces. Unreasonable roughness of surfaces shall be dressed out.

Some locations may restrict full specified lines and grades. Deviations from the required line and grade shall only be approved when directed by the Engineer.

In no location shall the cross-sectional area of the excavated section be less than that indicated on the drawings, unless specifically directed by the Engineer.

Completed channel sections shall not deviate from design grades by more than 0.17', or 2" (vertically). No additional compensation may be sought by the Contractor for excavation work in which the cut exceeds the design grades.

### **3—UNDERCUTTING**

In any case where the cross-sectional area of the excavated section is less than that shown by the net cross-sectional section shown on the drawing (or interpolated therefrom), payment will be withheld for the excavation for a distance of one hundred (100) feet on each side of the undercut section until such time as the contractor re-grades the undercut section or sections to the designed cross-section.

### **4—OVERCUTTING**

Overcutting of side slopes shall not be permitted without the prior approval of the engineer, in which case no additional payment will be due the contractor.

### **5—SLIDES**

In the case of slides of material into the channel which are determined by the Engineer to be due to no fault of the contractor, payment will be made at the contract price for "Unclassified Excavation" for the removal of all such material which is in excess of fifteen percent (15%) of the net yardage per station at the location of the slide.

### **6—CLEARING AND GRUBBING**

Clearing and grubbing to achieve access/installation/etc. shall be included in and paid for under bid item "2. Miscellaneous Clearing and Sitework & Construction/Traffic Signage; per EACH". The Contractor shall closely survey the site prior to submission of the Bid to determine potential obstacles to the performance of the canal and ditch excavation work.

### **7—DISPOSAL OF EXCAVATED MATERIAL**

The excess material that is not wasted on-site or utilized for grading, backfill, etc. shall be disposed of by the contractor.

Hauling, spreading, and/or "wasting" excess excavated material shall be accomplished by suitable truck transportation on-site, unless specifically called out on the plans or within the description of the individual bid item.

## **8—MAINTAINING EXISTING DRAINAGE**

Since construction of this project requires excavating and improving an existing channel, the contractor shall plan his operations in such a manner that drainage from the existing channel and its laterals shall in no way be impeded from flowing freely into that portion of the channel which is complete and/or capable of maintaining adequate flow. Blocking existing drainage will not be permitted at any time.

## **9—MEASUREMENT AND PAYMENT**

All excavation work shall be measured and paid for by the cubic yard. The theoretical volumetric estimates of excavation are shown in detail in the Appendix of these specifications.

Excavation shall be measured and paid at the unit price bid for items "11. Unclassified Excavation (net section)" per CUBIC YARD, respectively and payment shall constitute full compensation for all materials, tools, labor and equipment, and for performing all work necessary to complete the item.

Excavation or improvements of fine-grading and/or side ditches shown on the drawings or encountered in the field shall be included in the "per EA" price bid for item "2. Miscellaneous Clearing and Sitework & Construction/Traffic Signage", respectively.

No adjustment to the unit price bid for item "11." shall be made for material excavated in excess of the design cross section and ditch length, nor for placing a portion of the material on the side slopes, dressing, and grading thereof.

# TECHNICAL SPECIFICATIONS

## EXCAVATION AND EMBANKMENT

### HAULED-IN BACKFILL

#### 1—GENERAL

This work consists of excavation, disposal, placement, and compaction of all materials not provided for under other sections of these specifications, including excavation of existing material (on-site) for re-use, excavation and embankment for general site grading, excavation for embankment of subbase as backfill for timber bulkheads, under roadways and building foundation(s), other grading operations necessary for the work in accordance with these specifications and in conformity with the lines, grades, thicknesses, and typical cross-sections shown on the plans or established in the field by the Engineer. Additional material required to complete the following portions of the work shall be compensated as follows:

- (1) All locations: any and all additional material necessary to backfill RCBs, headwalls, and subsurface drainage pipes in excess of suitable material available on-site, shall be paid at the price bid for item "3. Haul-in/grade/compact BACKFILL (vehicular measure); per CUBIC YARD."

#### 2—MATERIALS

Hauled-in CLAY conforming to ASTM D2487-69, latest revision, CL material for pavement base material and/or embankment.

Hauled-in SAND conforming to ASTM D2487-69, latest revision, SW/SP/SM/SC material for pavement base material. It shall be free of rocks, bricks, concrete debris, clay balls or other deleterious material not suitable for pavement base material.  
shall be approved by ENGINEER

PAVEMENT BACKFILL material shall be placed on site and either dried or moistened to get the moisture content within 2% of its optimum. The material shall then be compacted by sheepsfoot roller, vibratory roller, pneumatic tamper, or other suitable compaction equipment with sufficient mass to compact the material to **90% OF ITS STANDARD PROCTOR DENSITY**, except in locations to receive pavement, in which case the top 12" of backfill material shall be compacted to **95% of its Standard Proctor Density**.

TOPSOIL BACKFILL material shall be placed on site and lightly compacted, hand graded or otherwise fine graded to promote positive surface drainage to the nearest drainage appurtenance, without ponding or directing surface runoff to an area subject to ponding. Hauled-in fill for final grade (landscaping) shall be topsoil free of rocks, bricks, concrete debris, clay balls or other deleterious material not suitable for future landscaping.

#### 3—COMPACTION AND MAINTENANCE

Lifts for compaction shall not exceed 12" in thickness. The contractor shall also employ equipment to seal off compaction of lifts at the close of a day's work so that overnight rains will not saturate the soil and delay the work or undermine the substrata.



#### **4—TESTING LABORATORY REQUIREMENTS**

A soils testing laboratory shall be employed and paid by the **OWNER** to conduct tests as directed by the Engineer as follows:

- (a) Borrow material classification
- (b) In-place density tests (one per 50 SY of surface area)

Reports shall be forwarded to the Engineer and approved prior to processing of payments.

*Tests which reflect deficient compaction and/or material composition shall be back-charged to the CONTRACTOR.*

#### **5—HAUL TICKETS**

Hauled-in fill shall be verified by an approved representative of the Owner, with tickets initialed by the representative. The following information shall be included on each haul ticket:

- (1) Pit location
- (2) Date and time of loading/delivery
- (3) Hauler
- (4) Cubic yards of material loaded/delivered
- (5) Type of material
- (6) Serialized/consecutive load number

One copy of each haul ticket shall be retained by the Contractor, completed, for submission with the appropriate partial payment estimate.

#### **6—QUANTITIES**

THE CONTRACTOR shall pay special attention to the provisions of these specifications wherein a smaller or greater quantity of hauled-in fill may be approved; in which case the appropriate change order will be processed.

The Engineer shall be the sole and final judge of the suitability of the base. The Engineer reserves the right and authority to require the CONTRACTOR to exercise increasing degree(s) of care to facilitate the processing of the hauled-in material, at no additional cost to the Owner.

#### **7—MEASUREMENT AND PAYMENT**

Measurement and payment for backfill shall be by the unit price as bid for Bid item "3. Haul in/grade/compact BACKFILL (vehicular measure); per CUBIC YARD" taken from the point of unloading, spread, transported, moistened (or dried), compacted, tested, and otherwise shaped and worked to the required thickness, cross-section, elevation, grade, and compactness, as accepted in the field by the Engineer and verified by the testing laboratory reports.

Hauled in material to be paid for under this item of work shall not exceed in quantity the total quantity specified under Bid Item "3. Haul in/grade/compact BACKFILL (vehicular measure); per CUBIC YARD" without specific prior approval of the Engineer.

# TECHNICAL SPECIFICATIONS

## LIMESTONE

### 1—GENERAL

The work included by this section of the specifications includes the hauling in, spreading, grading, and compaction of limestone aggregates of various thicknesses and widths to provide for suitable working surfaces and finished surfaces at locations previously aggregate, or surfaces to receive final concrete paving work, roadway subbase, pipe bedding (where directed), as well as entrance roadways/driveways, and in other location as shown on construction plans and details, and as directed by the Engineer.

### 2—MATERIALS

The stone to be used shall be as noted on the plans or as detailed in these specifications, but shall be approved by the LA DOTD, LA Dept. of Agriculture, US Army Corps of Engineers, and ASCS meeting the following specific gradation requirements:

#### **Type #610 Limestone**

Sieve Size	Percent Passing
1 1/2"	100
1"	90 – 100
3/4"	70 – 95
3/8"	50 – 80
#4	35 – 65
#10	25 – 50
#40	10 – 26
#200	4 – 12

#### **Type #57 Limestone\***

Sieve Size	Percent Passing
1"	90 – 100
1/2"	70 – 95
#4	0 – 10
#8	0-5

\*Acceptable alternate to Type 610

#### **55# Limestone Rip-Rap**

Stone Size (lb)	Percent of Stone Smaller Than
275	100
110	42 – 100
55	15 – 50
20	0 – 15

Should the actual gradation of the delivered limestone fall near the coarser of gradation limits, the Engineer reserves the option of ordering finer limestone gradation to meet proper gradation at no additional cost to the owner. **RECYCLED PORTLAND CEMENT CONCRETE MAY NOT BE USED AS AN EQUIVALENT FOR 55# LIMESTONE RIP-RAP.**

The limestone shall not disintegrate or easily break apart from handling. Limestone shall be free of earth and other foreign materials. Each shipment of riprap shall be reasonably well graded within the above specified limits.

**GEOTEXTILE FABRIC:** Include a fabric underlay for all #610 limestone and 55# limestone rip-rap. The material shall be a seven ounce (7 oz.), non-woven geotextile fabric. Measurement and payment for geotextile fabric shall be included in unit price bid for the specified item.

Geotextile fabric shall have eighteen-inch (18") lap splices at fabric overlays. Any damaged fabric shall be removed and repaired to ensure continuity of fabric.

### **3—WORKMANSHIP**

The preparation of subgrade to receive aggregate shall be as specified under the plans and details, and accomplished prior to limestone application, included in the unit price bid for the particular paving work being accomplished (RE: Technical Specifications "General Construction" articles "10", "11", and "12").

The limestone shall be deposited directly on the subgrade from hauling vehicles or spreading equipment. No aggregate shall be placed on a muddy or rutted subgrade.

The aggregate shall be shaped by suitable equipment while being compacted. Any ruts formed shall be filled by blading as often as necessary to prevent breaking through the wearing course into the subgrade. Holes, waves, and deficiencies in thickness which develop and are not filled shall be filled by adding more material.

Stockpiled gravel, (if any), reasonably free from debris and clay balls, shall be worked into the finished wearing course for a smooth, crowned, even surface. It is the intent of the Owner that any existing gravel be reclaimed to the maximum extent possible, fully removing stockpiled gravel from the shoulders. The designated thickness of limestone indicated on the construction plans for each application is to be used as a guide. Unless authorized by the Engineer, the Contractor shall NOT haul in quantities of limestone exceeding the scheduled quantity.

### **4—TESTING REQUIREMENTS**

The Contractor shall include in the appropriate limestone bid item the costs of supplying sufficient random samples to be tested at the Owner's expense, to include as a minimum one (1) gradation test for the hauled-in limestone. The Engineer reserves the right to order additional tests at no additional cost to the Owner, if in the judgment of the Engineer, a load or loads of material appears suspect (e.g., existence of clay balls, exceedingly large or small stone).

### **5—MEASUREMENT AND PAYMENT**

Bid item "4. Haul-in/grade/compact Limestone (# 610) (vehicular measure); per TN" shall be measured by the truck, properly ticketed, dated, tested, and documented, and paid for at the unit price bid for item "4. Haul-in/grade/compact Limestone (# 610) (vehicular measure)", by the Ton (2,000 pounds), which compensation shall be complete and include geotextile fabric underlayment, all plant, labor, materials, equipment, transportation, samples, incidentals, mixing, and all associated work necessary to complete this item of work as specified herein.

Bid item "5. Haul-in/grade Limestone (55#, 24" thk.); per SQUARE YARD" shall be measured by the vertical projection of the area which is rip-rapped to a thickness of at least 24". One (1) square yard = 9.0 square feet. Payment shall include geotextile fabric underlayment, transportation, satisfactory test results, all plant, labor, materials, equipment, samples, incidentals, mixing, and all associated work necessary to complete this item of work as specified herein.



## TECHNICAL SPECIFICATIONS

### REINFORCED CONCRETE BOX CULVERTS and CONCRETE HEADWALLS/WINGWALLS

#### 1--DESCRIPTION

Reinforced concrete box culvert (RCB) and cast-in-place reinforced concrete headwalls/wingwalls shall consist of the furnishing of the necessary materials and equipment and constructing cast-in-place OR precast concrete of the dimensions and reinforcement as shown on the plans and details, and in accordance with the provisions stated in these specifications. This item of work includes, but not limited to excavating, bracing, forming, reinforcing, placing, finishing, curing, backfill, and surface clean-up.

The general description of RCB culvert required under this contract is as follows:

**Mooney RCB Crossing W2-L2D:**  
**Double-barrel 6' Rise x 6' Span [48 LF]**

#### 2--MATERIALS

Reinforcing steel, joint materials and other related materials shall conform to the "Materials" section of these specifications under "PC Concrete", and as shown on the plans and details. Special provisions shall be made by the Contractor to tie the RCB end footings, headwall footings, headwall abutting along each side of the RCB, and the headwall adjoining the top of the RCB. Such added/modified reinforcement shall be clearly shown on shop drawings for each RCB, and shall be included in the unit price bid for each RCB, as appropriate to accommodate these changes in standard LaDOTD plan sheets. Similar revisions shall be shown on the shop drawings for steel scheduled for other than standard (LaDOTD) length and skew RCB.

Concrete shall comply with LaDOTD Table 901-2, Structural Class P (5,000 psi) with a maximum slump of three inches (3").

#### 3--EXCAVATION & BEDDING

The trench shall be excavated to the elevations necessary to install the RCB and headwalls/wingwalls with the minimum side-slope possible for safe working conditions, to minimize disturbance of surrounding ground, generally with side-slopes of about 1H:1V.

CAST-IN-PLACE Bedding: Clean, compacted #610 limestone, not exceeding 12" in thickness, shall be used as bedding, with the cost of #610 limestone included in the unit price for bid item "4. Haul-in/grade/compact Limestone (# 610) (vehicular measure); per TON".

PRE-CAST Bedding: Clean, compacted #610 limestone, not exceeding 6" in thickness, along with a Portland cement concrete dry bottom, not exceeding 6" in thickness, shall be used as bedding. The cost of the #610 limestone shall be included in the unit price for bid item "4. Haul-in/grade/compact Limestone (# 610) (vehicular measure); per TON". The cost of the 6" Portland cement concrete dry bottom shall be included in the unit price for bid item "10. Install PCC Concrete Dry Bottom (6" thk. reinf.), per SQUARE YARD".

Special protection shall be afforded to existing undisturbed side-slopes in the vicinity of the new RCB structures. Sheeting and bracing, and shoring provisions shall be included to completely protect adjacent structures from the excavations and other construction operations in the vicinity of existing structures.

Any and all excess material excavated which is unsuitable for backfill around the completed RCB structure shall be disposed of off-site as directed by the Engineer, to be loaded, transported, and dumped at a location provided by or obtained by the contractor. The costs of excavation work and disposal of excess material shall be included in the unit price bid item "3. Unclassified Excavation (net section), per CUBIC YARD".

#### **4--INSTALLATION**

The trench must be free of water, mud, and debris when concrete is placed. Concrete shall be consolidated to maximum practical density, free from pockets of coarse aggregate and entrapped air, closing snugly against all form surfaces.

If one section of the RCB/Headwall/Wingwall has made its initial set prior to continuation, the joint shall be thoroughly cleaned, wet, and a layer of mortar applied before the adjoining section is placed. No dirt or foreign matter will be permitted in any joint.

Completed RCB/Headwall/Wingwall sections shall cure for a minimum of 14 days prior to backfilling, and shall not be backfilled until testing laboratory 7-day break tests have been reviewed and approved by the Engineer. No traffic shall be allowed over the tops of completed RCB sections for a period of 28-days, and until backfilling measures have been completed, compacted, and stabilized.

~~\_\_\_\_\_The Contractor shall include in the price bid for RCB the installation of 4" diameter PVC weep holes placed at 5' intervals on both side walls of the RCB, 1.5' above the finished bottom elevation. Should the Engineer deem it advisable, based on the ground water conditions, a wash gravel drain 1'x1.5' shall be installed during backfilling operations, the bottom of said gravel drain to be placed at the bottom of the weepholes, continuous in length. The gravel used shall be fine gradation wash gravel, and shall be included in the unit price bid for the affected RCB.~~

~~Weep-hole piping shall be extended and trimmed to conform with final exterior side-slope and sack-revetment configuration.~~

#### **5--REMOVAL OF FORMS**

Forms shall not be removed until concrete has attained sufficient strength to sustain its own weight and any potential superimposed loads (generally not sooner than 72 hours following placement).

Care shall be exercised when removing forms to prevent damage to the RCB/Headwall/Wingwall. After removal of the forms, the inside and outside of the poured section shall be inspected and any necessary dress-up of "honey-combing" and burrs shall be made within 24 hours. All extraneous concrete and spillage shall be removed from the surfaces as soon as possible after placing.

*All exposed, non-vehicular concrete surfaces (excluding piles) shall be treated with a fine sand coating (Thorocoat, Texcote, or approved equivalent) in Louisiana Gray color. The coating shall be installed per the respective manufacturer's specifications.*

#### **6--BACKFILL**

Select backfill material shall be hauled in quantities as approved by the Engineer to accommodate complete and proper backfilling around the completed structure, the cost of which hauling in, placement, and compaction shall be included in the unit price bid for Item "4. Haul in/grade/compact BACKFILL (vehicular measure); per CUBIC YARD".

The density of compacted backfill adjacent to RCB/Headwalls shall be not less than 95% Standard Proctor at optimum moisture content. Tests shall be conducted at the Owner's expense in those areas designated by the Engineer.

The backfilled surface over the RCB shall be left in a reasonably smooth and even condition, with adequate provisions for grading toward manhole openings, headwalls, and cast-in-place weepholes. The completed backfilling operations shall include the spreading and dressing of stockpiled topsoil (stripped prior to excavation activities, free of construction debris, clay balls, and other objectionable materials) around the shoulders of the completed structure and roadway approaches.

#### **7--MEASUREMENT AND PAYMENT**

##### **a. Reinforced Concrete Box Culvert:**

- (1) Measurement shall be by the linear foot as measured along the axis of the double-barrel configuration, from outside edge at the upstream side of the RCB, to the corresponding outside edge at the downstream side. Note that "one linear foot (1.0 LF) at the unit price bid is for TWO (2) RCB barrels, and is independent of "Pre-cast" or "Cast-in-place".



- (2) Payment of the double-barrel 6' x 6' Reinforced Concrete Box Culvert shall be at the unit price as bid for bid item "7. Install Double 6'R x 6'S RCB, per LINEAR FOOT", which price and payment shall represent full compensation for furnishing, hauling, installing complete, sheeting and bracing, formwork, fittings and joint materials, reinforcement, P.C. Concrete, finishing, all equipment, tools, labor, and incidentals required to complete this item of work in accordance with the plans and details and these specifications.

b. Headwall and Wingwalls:

- (1) Measurement for the P. C. CONCRETE HEADWALL shall be made based on the total net projected area of headwall, measured parallel to the headwall face and from the top of headwall footing 9" "starter wall" to the top of the finished headwall, with deduction for RCB barrel openings.
- (2) Payment for concrete headwall shall be at the unit price bid for Bid Item "8. Install PCC Headwall/Wingwall (12" Thk.), per SQUARE FOOT", which price and payment shall represent full compensation for furnishing, hauling, installing complete, sheeting and bracing, formwork, fittings and joint materials, reinforcement, 4" PVC weepholes (if required), wash gravel weephole drain (if required), P.C. Concrete, finishing, all equipment, tools, labor, and incidentals required to complete this item of work in accordance with the plans, details, and these specifications.

c. Headwall Footing:

- (1) Measurement for the P. C. Concrete HEADWALL FOOTING shall be by the linear foot as measured horizontally along the axis of the footing from outside edge of the footing "starter wall" to outside corner to outside edge of footing starter wall, etc.
- (2) Payment for concrete HEADWALL FOOTING shall be at the unit price bid for Bid Item "9. Install PCC Headwall/Wingwall Footing, per LINEAR FOOT", which price and payment shall represent full compensation for furnishing, hauling, installing complete, formwork, fittings and joint materials, reinforcement, P.C. Concrete, finishing, and all equipment, tools, labor, and incidentals required to complete this item of work in accordance with the plans, details, and these specifications.





## TECHNICAL SPECIFICATIONS

### STREET PAVEMENT REMOVAL/REPLACEMENT

#### 1—GENERAL

This section of the work includes all plant, labor, materials, transportation, and supervision required to provide and construct all required items associated with removal of designated sections of STREETS, driveways, sidewalks, and shoulders resulting from the installation of the new drainage systems, and the replacement thereof.

#### 2—MATERIALS AND WORKMANSHIP

All materials shall conform with LaDOTD “Standard Specifications for Roads & Bridges” 2006 edition (or latest revision), specifically as follows:

Removal and replacement of pavement includes removal of paved areas under which the new utility is scheduled for installation, installation of new pavement over backfilled/compacted base, and additional paving in the general vicinity of the work as designated by the engineer.

After removal of the existing pavement and installation of the new utility(s), the area shall be backfilled/compacted, forms set, and reinforcement placed. Upon inspection/acceptance of the prepared area(s), the contractor may commence pouring, and finishing P.C. Concrete pavements.

All P. C. Concrete pavements, including P.C. concrete base under street patches, shall be 6.0 bag mix cement with a minimum 28-day compressive breaking strength of 3,800 psi, payable as listed below:

Type of Pavement Removal/Replacement	Min. thickness	Reinforcement	Finish	Pay Item
Existing Paved Driveways/Sidewalks	6"	Reinforced	Light broom	N/A
Existing Paved Shoulders	6"	Reinforced	Light broom	N/A
Existing Paved Streets ( <i>Concrete</i> )	8"	Unreinforced	Light broom	N/A
Existing Paved Streets ( <i>Asphalt</i> )	(10")			N/A
Hot asphaltic concrete surface	4"			N/A
Limestone Base	6"	N/A	N/A	N/A
Existing Paved Streets ( <i>Asphalt</i> )	(8")			"10."
Hot asphaltic concrete surface	2"			
Concrete	6"	Reinforced	Light Broom	

The surface of the concrete base on street patches shall be etched/grooved satisfactorily to receive the Hot asphaltic surface where applicable. IN NO CASE SHALL THE CONCRETE PORTION OF THE PATCH BE RIDDEN UPON OR OVERLAID LESS THAN SEVENTY-TWO HOURS FOLLOWING CONCRETE PLACEMENT.

**Asphalt concrete pavement shall be Level A mixture as specified in Section 502 of LaDOTD “Standard Specifications for Roads & Bridges” 2006 edition.**

#### 3—TESTING REQUIREMENTS

All concrete placed in excess of fifty square yards (50 SY) shall be sampled with four (4) cylinders: two (2) to be tested for 7 day breaking strength, and two (2) to be tested for 28 day breaking strength. Each 50 SY of patching shall be represented by testing laboratory reports, to be provided to the Engineer for review, **AT THE EXPENSE OF THE OWNER**. The Engineer reserves the right and authority to order additional testing at the Contractor's expense, if in the Engineer's opinion the concrete work is suspect. Should the additional test prove deficient, then the cost of additional testing (and coring if necessary) shall be at the expense of the Contractor.

#### **4—MEASUREMENT AND PAYMENT**

Measurement and payment of pavement removal/replacement shall be at the unit price as bid for “10. Remove/replace HMA Street Pavement (2” thk. HMA, 6” thk. PCC); per SQUARE YARD” as measured, tested, and accepted by the Engineer. Payment shall constitute all labor, materials, transportation, incidentals necessary or reasonably implied to remove existing pavements as marked in the field or otherwise implied in the prosecution of the pipe laying activities, compaction of existing base, hauling in and compacting (if required) of additional base material, removal of loose materials and debris from failure, forming, pouring, and finishing of the P. C. Concrete, and installing/rolling/finishing hot asphaltic concrete.

Failures resulting from the contractor's operations shall be replaced as specified herein, at no additional cost to the OWNER.



## TECHNICAL SPECIFICATIONS

### CATCH BASINS

#### 1—DESCRIPTION

This item shall consist of the construction of catch basins, manholes, inlets, junction boxes, conflict boxes, and similar structures with the required metal frames and gratings or covers constructed in accordance with the detailed Plans and Specifications.

#### 2—PROPORTIONING AND MIXING

##### A. Concrete

All concrete for this item shall be 3,000 psi (28 day) and otherwise meet the requirements of the General Construction specifications.

##### B. Mortar

All mortar for this item shall be composed of one part cement and three parts of sand by volume. The cement and sand shall be thoroughly mixed and sufficient water added to produce a consistency of stiff paste.

#### 3—MATERIALS

##### A. Cement, Sand, Coarse Aggregate, and Water

These materials shall meet or exceed the requirements of the General Construction specifications.

##### B. Reinforcing Steel

Reinforcing steel shall consist of deformed bars and shall conform to the requirements of the General Construction specifications. **Reinforcing steel is required for cast-in-place and pre-cast concrete boxes.**

##### C. Brick

Brick shall conform to the requirements of, and shall be sampled and tested in accordance with ASTM Standard Specifications for sewer brick, serial designation C-32-58, Grade MA or concrete brick measuring 4" x 4" x 8" suitable for use in catch basins or manholes and meeting ASTM Standard Specifications C-139-39.

##### D. Gray Iron Castings

Gray iron castings shall meet the requirements of Class No. 30 of the ASTM Standard Specifications for gray iron castings, Serial Designation A-48, supplemented by the following:

The castings shall be true to pattern in form and dimensions, free from pouring faults, sponginess, cracks, blow holes, and other defects in position affecting their strength and value for the service intended. Castings shall be boldly filleted at angles and arises shall be sharp and perfect. Surfaces of the castings shall be free from burnt on sand and shall be reasonably smooth. Runners, risers, fins, and other cast-on pieces shall be removed. Surfaces shall be machined where indicated or where otherwise necessary to secure flat true surfaces. All covers, gratings, and other castings fitting frames shall fit properly and seat uniformly and solidly.

#### 4—CONSTRUCTION METHODS

Where concrete and reinforcing steel are specified, the structure shall be constructed in accordance with the details, the requirements elsewhere within this section of the Technical Specifications, especially "General Construction" articles "12" through "15". **Cast-in-place concrete boxes shall include water stops at all "cold joints" if not cast as one monolithic pour.**

**Catch Basin tops may be 4" thick reinforced cast-in-place concrete in non-traffic areas, with prior approval of the Engineer.**

At the Contractor's option, pre-cast catch basins may be utilized; however, no additional compensation shall be considered for field adjustment of catch basin inverts/rims, and no additional compensation shall be considered in the event the Engineer orders a "stub-out" pipe segment to be added to accommodate off right-of-way drainage.

Where brick is utilized, the structure shall be constructed of brick laid in courses full and close joints of mortar. Adjoining courses shall break joints one-half as nearly as practicable. The courses shall be level in all places except where otherwise necessary. At least one brick shall be thoroughly wetted immediately before being laid, and broken or chipped bricks will not be allowed in the face of the structure. No spalls or bats shall be used except for shaping around irregular openings or when unavoidable to finish out a course. All joints shall be completely filled with mortar and shall be finished properly as the work progresses.

Inlet and outlet pipes shall be of the size and kind as specified. They shall be trimmed to the inside walls of the box to result in no protruding edges. The structure shall be completed so as to prevent seepage and/or leaking joints.

All castings, metal frames, covers, and gratings shall be of the exact size and type as shown on the Plans and Details, and shall be coated with approved bituminous varnish. Frames, castings, and cast iron bearing plates shall be set in full mortar beds (or cast-in-place concrete). Castings shall be set accurately to the precise finished elevation. In no case shall the frame, grating, or concrete top obstruct the full-flow cross section of the inlet or outlet pipes.

Should an apparent discrepancy occur in which elevations of the pipe or box inverts, crests, or nearby street and/or ground elevations would render the finished product not fully functional, the Engineer shall be immediately notified, PRIOR TO THE POURING OF THE BOTTOM AND PRIOR TO SETTING THE FINAL BRICK COURSE(S), AND PRIOR TO CASTING THE CONCRETE TOP. The Contractor shall be required to correct any such discrepancy AT NO COST TO THE OWNER, in the event immediate notification of the Engineer is not directed by the Contractor to the Engineer, and in the case that the Engineer deems it appropriate to make a finished grade adjustment to render the structure fully functional.

Immediately upon completion of a structure, the Contractor shall remove any accumulation of silt, debris, formwork, or foreign matter of any kind from the inside of the structures. The Contractor prior to Final Acceptance of the project shall also accomplish the removal of debris, etc., from the structure.

Structures shall be plastered as shown on the plans with a coat of cement mortar not less than 1/2" thick. Bricks shall be moistened before application of the plaster. After inspection of the completed structure by the Engineer, and when directed, the excavated areas which are not occupied by the completed structure shall be refilled to the required elevation with suitable material which shall be placed in layers of not more than 6" in depth, and each layer thoroughly compacted by hand or mechanical tamping. If the backfill material is too dry to compact satisfactorily, it shall be wetted with water as directed by the Engineer.

Catch Basin tops: Tops of catch basins shall be a minimum of 4" thick EXCEPT WHERE INDICATED OTHERWISE. In some locations where traffic may be reasonably expected to traverse the CB, a top of 6" minimum thickness shall be installed. The frame specified shall be cast in the top to result in a smooth surface. Each frame shall conform with the "Type" of catch basin frame as indicated in article "5—CATCH BASIN TYPES" below.

## 5—CATCH BASIN TYPES

Corresponding to each catch basin called out on the construction plans and listed on the Bid Proposal form are specific grates, or approved equal, as listed below:

Designation	Model Number Equal to East Jordan Ironworks, Inc.	Remarks
Type I	V-4302-1	Side Inlet
Type II	V-4311-1	Side Inlet (f. SSI N.O. 1)
Type III	V-4410-1	Formerly VFG 24x30 Lawn grate
Type IV	V-5763	Formerly VFG 24 x 30
Type V	V-5766	Formerly VFG 24 x 36
Type VI	V-4862 galv.	f. RCB-3 Mod.—28-1/4 x 40 galv. Reticuline
Type VII	V-5626-1	Formerly VRFG 24x24
* <b>Type VIII</b>	V-5726	Formerly VFG 24 x24
Type IX	V-5752	Formerly VFG 18x24
Type X	V-5736	Formerly VFG 36x36
Type Y	V-5718	Formerly VFG 18x18
Type S	V-1810-4	Solid 24" cover; paid as Type VIII substitute
Junct. Box	V-2810-A	Solid 32" cover; paid as Type VI substitute
Conflict Box	V-5726	Paid as "Type VIII" catch basin

\* Required this project

<b>Type VIII</b>	Largest pipe diameter				
	12"/18"	24"	30"	36"	48"
L (min)	28"	28"	28"	28"	28"
W (min)	28"	30"	36"	42"	54"

Note: \* All CB dimensions are *clear/inside dimensions*

## 6—MEASUREMENT AND PAYMENT

Catch basins, manholes, inlets, junction boxes, conflict boxes, and similar structures will be measured by the completed structure, in place PER EACH.

Payment shall represent full compensation for construction of the structure in accordance with the Plans and Specifications, including but not limited to excavation and backfilling, furnishing all castings, metal frames, covers and gratings, and all other fittings and materials, equipment, tools, labor, and incidentals and the performance of all work necessary to complete this item.





## TECHNICAL SPECIFICATIONS

### DRAINAGE CULVERTS

#### **1—DESCRIPTION**

This section of the Specifications specifies drainage culvert and appurtenances of the various descriptions which shall be installed as indicated on the Plans in true conformity with the lines, profile grades, dimensions and true design shown.

#### **2—REMOVAL OF EXISTING DRAINAGE PIPE**

Existing drainage pipes (and structures) of various sizes and descriptions shall be removed as indicated on the Plans or as designated by the Engineer to accommodate new drainage pipe installations, the cost of which removal shall be included in the unit price of the pipe being installed.

Reasonable precautions should be taken by the Contractor to prevent unnecessary damage to pipe which may be used elsewhere on the project, or salvaged by the Owner for future use. The Contractor shall locate and expose the designated pipe to be removed, carefully remove the pipe, and store in such a manner as to prevent further damage to the pipe, afford the Contractor sufficient access to the project, prevent the impeding of local traffic, and afford the City reasonable access to the stockpiled pipe for salvage purposes. All sizes, types, and diameters of pipe shall be removed at the unit price bid for the pipe scheduled to replace the existing.

Suitable existing drain pipe to be removed shall be salvaged and stored onsite. Certain re-usable pipes may, at the Engineer's direction, be re-installed as new Catch Basin "stub-outs", to accommodate surface run-off in the vicinity of catch basins, or relayed to the designated grades. Refer to the other pertinent sections of these specifications and to the notes on the Plans for more detailed directions. In the case that there is no direct pay item specifically called out on the Bid Proposal Form, or as noted on the Plans, payment shall be included in the Bid item associated with the requirement for the removal of existing drainage pipes.

The removal of surface pavements, regardless of thickness, reinforcement, or type of surface, shall be included in the unit price bid for the appropriate item of work, and are not to be construed as a portion of the unit price bid for pipe installation.

#### **3—REMOVAL OF CATCH BASINS, DROP INLETS, JUNCTION BOXES, ETC.**

In cases where existing drainage appurtenances must be removed to accomplish the intended work, no direct payment will be made for the removal of such drainage facilities; i.e., cost of same shall be included in the price bid for the installation of new drainage pipe and/or installation of new catch basins, as applicable. If no specific bid item is listed for removal of existing drainage pipe or structure, then the cost for removal shall be included in the work associated with the necessary removal of such existing drainage facilities.

#### **4—MATERIALS**

##### **A. Reinforced Concrete Culvert Pipe**

Reinforced concrete culvert pipe (RCP) shall be used as designated on the Plans. RCP of twelve inch (12") diameter and larger shall be of not less than 4,000 psi concrete, and conform to ASTM Standard Specifications C-76, Class III, Wall B, conforming with LaDOTD Standard Specifications section 701.06(b).

Joints shall be Type 2 (T2) Joints in accordance with LaDOTD Standard Specifications section 1006.05(b).

### B. Asphalt Coated Corrugated Metal Pipe (ACCOMP)

Asphalt coated corrugated metal pipe (and equivalent pipe arch sizes) shall conform to the standard specifications of AASHTO M-36 for base metal, and fabrication where applicable. This pipe shall be of the minimum gauge and thickness as required by the Louisiana Department of Transportation and Development. In addition, the pipe shall be coated inside and out with bituminous coating meeting the following requirements:

- (1) The bituminous coating shall be 99.5% soluble in carbon disulphide.
- (2) Thickness of coating: the pipe shall be uniformly coated inside and out to a minimum thickness of 0.05". The thickness shall be measured on the crests of the corrugations.
- (3) All bituminous coatings shall be applied in strict accordance with AASHTO M-190.
- (4) All connecting bands shall be gasketed, watertight bands (DOTD type 2).
- (5) **Helical, lockseam, spiral, and riveted pipe are allowed.**
- (6) **Arch equivalent diameters may be specified based on available cover.**

Minimum wall thickness for designated pipe diameter (and equivalent arch pipe size) shall conform to the following Table 1:

**TABLE 1**  
**Corrugated Metal Pipe Gage Requirements**

Diameter [inches]	GAUGE				
	16	14	12	10	8
12"	XX				
15"	XX				
18"		XX			
24"		XX			
30"		XX			
36"			XX		
42"			XX		
48"			XX		
60"				XX	
72"				XX	
84"					XX

### C. Corrugated Metal Pipe (CMP) and Pipe Arch (CMPA)

Corrugated metal pipe shall conform to the standard specifications of AASHTO M-36 for base metal, and fabrication where applicable, and shall conform to the general requirements of the LaDOTD, unless otherwise specified on the Bid Proposal Form.

- (1) All connecting bands shall be gasketed, watertight bands (DOTD type 2).
- (2) Helical, lockseam, and welded seam pipe is permitted for this project.
- (3) Aluminized Steel Type 2 pipe shall be permitted.

Refer to "Table 1—Corrugated Metal Pipe Gage Requirements" in paragraph "B." above for minimum gage requirements for CMP and CMPA.



#### D. Constant Stiffness Thermoplastic Pipe

Polyvinyl Chloride (PVC) storm sewer/drain pipe and fittings, equal to CONTECH A-2000, shall be manufactured and tested in accordance with ASTM-F949.

(1) Material and Design: The structural design of thermoplastic pipes shall be in accordance with AASHTO Section 12, "Buried Structures and Tunnel Liners". To ensure long-term design and strength properties, PVC pipe shall be manufactured from 12454 cell class material per ASTM-D1784. Pipe and fittings shall have a minimum pipe stiffness of 46 pounds per inch per inch when tested in accordance with ASTM-D2412.

(2) Jointing System: Joints shall be an integral bell-gasketed joint. When the joint is assembled, it shall prevent misalignment of adjacent pipes and form either a soil tight joint (Type 2 per AASHTO 26.4.2.4) or a watertight joint per ASTM-D3212 (10.8 psi).

(3) Hydraulic Capacity: The PVC pipe in this section shall provide a Manning's "n" value of 0.009.

(4) Installation: Thermoplastic pipe and fittings shall be installed in accordance with ASTM-D2321 (or AASHTO Section 30).

### **5—CONSTRUCTION METHODS**

#### A. General

Any pipe which is not true in alignment or which shows settlement after laying shall be taken up and re-laid at the Contractor's expense.

#### B. Laying concrete pipe

Installation of reinforced concrete pipe shall comply with LaDOTD Standard Specifications sections 701.03—Excavation, 701.04—Forming Pipe Bed, 701.05—Laying Pipe, 701.06(b)—Joining Pipe, 701.08—Backfilling, 701.09—Inspection of Pipes, and 701.10—Cleaning Pipes.

The pipe shall be carefully laid true to lines and grades given. Bell and spigot pipe shall be laid with the bell end up grade. Bell holes shall be dug to such dimensions so that the bell will not come in contact with the bottom of the trench, so that the whole length of the pipe barrel is bedded as required, and to allow for the joints being properly secured.

#### C. Laying corrugated metal pipe

Corrugated metal pipe and pipe arches shall be laid with outside laps on the circumferential joints up grade with the longitudinal joints on the sides and with the ends of sections butted tightly together and connected with bands bolted firmly in place. CMP shall be supported uniformly over the entire pipe length by adequate trench bedding material, as recommended by the pipe manufacturer.

#### D. Laying PVC drain pipe (8" & 12" diameters)

Thermoplastic pipe and fittings shall be installed in accordance with ASTM-D2321 (or AASHTO Section 30).

#### E. Backfilling of Pipe Trenches

1. No backfilling of pipe trenches shall be done until the Engineer or his authorized resident construction inspector has inspected the pipework. Backfill shall conform to these Specifications, especially paragraph 11 of the Technical Specifications for "General Construction", and the paragraph entitled "Backfill" of the Technical Specifications for "Excavating, Trenching, and Backfilling of Utilities".
2. To the extent that adequate spoil is available, clean, and free of foreign debris, suitable for compaction, that material is to be used for backfill at no additional cost to the Owner. In the event that adequate spoil is not available, then suitable material shall be hauled in, spread, and compacted, as specified in these specifications.

3. **THE CONTRACTOR SHALL BE REQUIRED TO RE-DRESS AND RE-GRADE ALL EXCAVATIONS UPON INITIAL BACKFILL AND NO SOONER THAN 90 DAYS FOLLOWING INITIAL BACKFILLING OPERATIONS.** The cost of additional material (if any) for re-dressing and re-grading trenches after 90 days shall be included in the unit price bid for the appropriate diameter and depth of pipe
4. Carefully place and tamp fine material around the lower half of the utility. Continue backfilling in layers not exceeding 6 inches in thickness for the full trench width, until the fill is 12 inches above the top of the utility, using the best available material from the excavation, if approved, and excluding stones or rock fragments larger than: 3 inches on concrete, cast-iron and steel pipe; 1-1/2 inches on corrugated steel and clay pipe; one inch on plastic pipe; 1/2 inch on fiber and AC pipe.
5. Where concrete or other encasement of pipe is indicated, begin the backfill after the encasement has been inspected and approved and has obtained 3/4 of its designed strength.
6. Lower the material for these first layers of backfill to within 2 feet above the top of pipes before allowing it to fall on the pipes, unless using approved chutes or other devices that will protect the pipes from the impact of stones conveyed from greater height.
7. Thoroughly compact and complete these first layers of the backfill before the remainder of the trench is backfilled.

**Backfill to 90 percent of maximum density at optimum moisture, as determined by ASTM-D1557-70, Method D.**

8. Backfill the remainder of the trench in layers not exceeding 12 inches with no backfill fragments exceeding 6 inches. Suitably compact the backfill by rolling, tamping, or other means. **When trenches are cut in pavements or areas to be paved, compact the top 12" of backfill to 95 percent maximum density, at optimum moisture, as determined by ASTM D1557-70, Method D. In other areas, compact to not less than 90 percent of maximum density.**
9. Density tests to determine compliance with the compaction requirements specified will be made by a testing laboratory approved by the ENGINEER, at the **CONTRACTOR's** expense. Test locations will be determined by the Engineer, but in any case will be not more than 100 feet apart where the trench cut is continuous. Tests will also be made where a trench crosses a paved roadway or future paved roadway. If any test results are unsatisfactory, re-excavate and re-compact the backfill until the specified compaction is obtained. For a continuous trench, additional compaction tests will be made to each side of an unsatisfactory test to determine the extent of re-excavation and re-compaction necessary. The Engineer will determine the spacing of the additional tests.
10. Conduct backfilling operations for excavations for utilities within buildings that have soil-bearing floor slabs in a manner that will result in densities comparable to the densities of the soil adjacent to the excavation. Keep the excavation within buildings free of water until the backfilling is completed.
11. Flooding or puddling with water to consolidate backfill may be done, only when approved by the Engineer, in which cases the flooding or puddling operation is to be repeated with each 2 feet of backfill placed.
12. Accomplish mechanical compaction using pneumatic or gasoline-powered tampers and/or flat-plate vibrators, except in close proximity to the utility in the first layers of the backfill. Here obtain compaction with hand-operated tamping devices.

Dispose of debris and excess material off site. **The City of Hammond reserves salvage rights and may choose whether or not the contractor shall haul excess material to nearby City property.** Should the City choose not to salvage excess materials, the Contractor is responsible for disposing of the excess material at his expense in a manner and location deemed acceptable by the Engineer. Such associated costs shall be included in the unit price bid for the appropriate diameter of pipe being installed.

**Sawcutting of removed pavement(s) is required.**

#### F. Joining Pipe of Different Materials

Where practical, changes of pipe materials, sizes or abrupt changes in alignment or slope, will be done at junction boxes, inlets, or catch basins, etc. However, if pipe changes are shown on the plans other than at structure locations, the Contractor shall provide pipe adaptors or concrete collars, which cost shall be included in the unit price bid for the larger size pipe affected.

### 6—USE OF SALVAGED PIPE

In some cases, salvaged pipe may be in re-usable condition. To insure that "off right-of-way" drainage is provided into new subsurface systems, the Contractor shall, at the direction of the Engineer, insert salvaged RCP joints of pipe as "stub-outs" from new catch basins. The cost of such stub-outs shall be included in the unit price bid for the appropriate catch basin being tied into.

### 7—TIE-IN OF EXISTING PIPES

In several locations (some of which are indicated on the plans), there exist side lateral pipes (tiles) and roadway subsurface pipes of various materials and sizes. "New" extensions to existing pipes shall be connected using watertight connection methods (e.g., Type 2 band).

If, in the opinion and judgment of the Engineer, the side lateral existing would not appreciably enhance the "off right-of-way" drainage, it shall be abandoned, and no Tie-in will be required.

### 8—MEASUREMENT AND PAYMENT

Measurement and payment of storm drain pipe shall be at the unit price bid for each specific diameter (or its arch equivalent) pipe.

Measurement shall be made from the inside face of the catch basin or from the center of joint (in the case of banded sections), or from actual end of pipe (in the case of free ends).

To minimize cutting and banding of pipes, the Contractor is recommended to forego actual purchasing or ordering of pipes until after appropriate cut sheets and material lists have been prepared. The Contractor is solely responsible for re-stocking charges and other charges associated with ordering pipes not required, and neglecting to order pipes necessary for the proper execution of the work. THE CONTRACTOR SHOULD EXPECT ACTUAL LENGTHS AND DIAMETERS OF PIPES REQUIRED TO VARY FROM THE QUANTITIES STATED ON THE BID PROPOSAL FORM AND STATED ON THE CONSTRUCTION PLANS.

Connecting new pipes to existing pipes shall be included in the unit price bid for the new pipe extension.





## TECHNICAL SPECIFICATIONS

### FLOWABLE FILL

#### 1—GENERAL

This work consists of constructing Portland cement (PC) flowable fill concrete.

Quality control requirements shall be as specified in the latest edition of the Louisiana Department of Transportation and Development (LaDOTD) publication entitled "Application of Quality Control Specifications for Portland Cement Concrete Pavement and Structures."

#### 2—MATERIALS

Materials shall conform to the following section(s) of the "Louisiana Standard Specifications for Roads and Bridges" published by the Louisiana DOTD, Office of Highways, Baton Rouge, latest edition (LaDOTD Standard Specifications):

Flowable Fill	710
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#### 3—FLOWABLE FILL

4.1 - GENERAL— In certain circumstances, normal backfill/compaction of excavated areas with earthen backfill may be impractical, or may compromise the integrity of the surrounding undisturbed areas. In such cases, at the sole discretion of the Engineer, flowable fill may be required in order to expedite the backfill process and/or to minimize disturbance of surrounding undisturbed overburden.

4.2 – DESCRIPTION—Furnish, place, and consolidate a controlled low strength flowable fill as an alternative to compacted soil. Applications for this material include, but are not limited to, general backfilling of drainage structures, entrenchments across pavements, encasements, beddings, void filling, and other uses as shown on the plans or as approved by the engineer. The flowable fill shall be a cementitious mixture of Portland cement, fly ash (depending on application and mix design), fine aggregate, water, entrained air, and appropriate admixtures for the particular application.

4.3 – MATERIALS—Flowable Fill materials shall comply with the following LaDOTD Standard Specifications sections and subsections:

Portland Cement	1001.01
Fine Aggregate	1003.08.1
Admixtures	1011.02
Water	1018.01
Fly Ash	1001.04

Design and proportion flowable fill in accordance with LaDOTD Standard Specifications Table 710-1 (see below).

Trial batching will be required for excavatable and non-excavatable mixes to ensure appropriate job mix consistency and adherence to Table 710-1 properties.

Use excavatable fill unless noted otherwise on the plans.

**TABLE 710-1 – FLOWABLE FILL MIX DESIGN<sup>1</sup>**

Material	Excavatable	Non-Excavatable
Portland Cement	75 – 100 lb/cubic yard	75 – 150 lb/cubic yard
Fly Ash	0 – 150 lb/cubic yard	150 – 600 lb/cubic yard
Water <sup>2</sup>	--	--
Air <sup>3</sup>	10 – 35%	5 – 20%
Concrete Sand	Proportioned to yield 1 cu.yd.	Proportioned to yield 1 cu.yd.
Unit Weight (wet) <sup>3</sup>	90 – 110 lb/cu.ft.	100 – 125 lb/cu.ft.
28-day compressive strength <sup>3</sup>	Maximum 100 psi	Minimum 125 psi

<sup>1</sup> Mix designs shall yield 1.0 cubic yard absolute volume.

<sup>2</sup> Mix designs shall produce a consistency that will result in a flowable self-leveling product at the time of placement and conform to the requirements of 710.02.

<sup>3</sup> The requirements for percent air, compressive strength and unit weight are for laboratory designs only and are not intended for jobsite acceptance requirements unless otherwise directed by the project engineer. For early opening to traffic and expedited placement circumstances, the maximum or minimum required strength shall be attained in the desired time frame.

4.4 – CONSTRUCTION REQUIREMENTS—Before placement, provide temporary end dams or soil berms as directed by the engineer to confine the flowable fill. Place flowable fill to the lines and grades shown on the plans or as directed.

Where flotation or misalignment may occur due to hydrostatic pressure, assure correct alignment and placement of the encased structure by using straps, soil anchors, or other approved means of restraint.

Protect flowable fill from freezing for 36 hours after placement.

Place flowable fill by chute, pumping or other methods approved by the engineer. Due to flowable fill's liquid condition, take into account the hydrostatic pressure on adjacent structures on deep fills where multiple lifts may be required. While in a liquid state, flowable fill in deep excavations is in a quick condition, and shall be protected until hardening occurs.

For early opening to traffic and expedited placement circumstances, perform trial batches to verify compressive strength for the required time frame before placing under load. Flowable fill will not require field sampling or testing other than the approved trial batch mix design, unless otherwise directed by the project engineer.

#### **4—MEASUREMENT AND PAYMENT**

Bid item "12. Install Flowable Fill; PER CY" shall be measured by the truck, properly ticketed, dated, tested, and documented, and paid for at the unit price bid for item "12.", per CY, which compensation shall be complete and include all plant, labor, materials, equipment, transportation, samples, incidentals, mixing, and all associated work necessary to complete this item of work as specified herein.



## TECHNICAL SPECIFICATIONS

### GUARDRAIL

#### 1—DESCRIPTION

Furnish and construct guardrail in accordance with these specifications, plan details, the manufacturer's recommended procedures, and other requirements as directed by the engineer.

#### 2—MATERIALS

Materials shall comply with the following sections and subsections of the LaDOTD "Standard Specifications for Roads & Bridges" (latest revision).

Portland Cement Concrete (Class A1)	901
Reinforcing Steel	1009
Metal Beam Guardrail	1010.09
Guardrail Posts and Blockout	1010.10
Guardrail Hardware	1010.11
Wire Rope and Fittings for Highway Guardrail	1010.12

#### 3—GENERAL CONSTRUCTION REQUIREMENTS

**Posts:** Align posts and set plumb. When driving of posts is permitted, do not damage posts. Backfill post holes with acceptable material placed and compacted as directed. When posts are to be placed within existing surfaced areas, replace surface material as shown on the plans.

**Rail Elements:** Erect rail elements in a manner resulting in a smooth, continuous installation. Tighten all bolts, except adjustment bolts. Furnish bolts of sufficient length to extend beyond nuts. Field drill or punch holes for special details when approved. Repair damaged galvanized surfaces and drilled holes in accordance with 811.08.

**Anchor Blocks:** Reinforced concrete blocks for anchoring guardrail to existing bridge ends shall meet the requirements of LaDOTD "Standard Specifications for Roads & Bridges" (latest revision) Sections 805 and 806. Use Class A1 concrete complying with Section 901. Remove portions of existing bridge railings and drill holes into existing railings when required without damaging the remaining railings. Satisfactorily repair damage to the existing bridge due to operations at no additional cost to the Department. Dispose of removed materials of in accordance with 202.02.

#### 4—GUARDRAIL END TREATMENT

All guardrail end treatments shall have been successfully crash tested in compliance with the crash test requirements of the National Cooperative Highway Research Program (NCHRP) Report 350 or the AASHTO Manual for Assessing Safety Hardware (MASH) at a Test Level 3 (TL-3) unless noted otherwise on the plans. Do not use end treatment systems not in compliance with this requirement on any Department project.

The contractor shall select the end treatment system from the Approved Materials List unless noted otherwise on the plans, but shall not use a combination of such end treatment systems on the same project. The contractor shall submit the selected system to the Project Engineer, which includes the system name, system drawings, the manufacturer of the end treatment system, and all necessary documentation to substantiate that the end treatment is in compliance with the NCHRP 350 or MASH requirement for review. The selected system shall not be installed until the system submittal has been reviewed by the Project Engineer.

The contractor shall install all components of the guard rail end treatment system such as posts, blocks, and hardware in accordance with the drawings and the manufacturer's recommendations. Under no circumstances shall any component of the guard rail end treatment system be modified without written approval.

All end treatments shall bear a label indicating the manufacturer and exact product name of the end treatment along with its assigned NCHRP or MASH test level. This label shall resist weathering and shall be permanently affixed to the railing in such a way as to be readily visible.

Furnish all end treatments with retroreflective sheeting at the terminal end as shown on the plans.

## **5—MEASUREMENT AND PAYMENT**

Quantities of posts, guardrail, anchor sections, end treatments, and transitions for payment will be paid for under "11. Install Guardrail (incl. posts)"; per LINEAR FEET. Design quantities will be adjusted if the engineer makes changes to adjust to field conditions, if plan errors are proven, or if design changes are made.

Design quantities of guardrail are based on plan length along the face of rail between end posts, exclusive of openings, and plan length of end sections.

Payment for guardrail, anchor sections, anchor blocks, end treatments, and transitions will be made at the contract unit prices per linear foot, which include drilling of holes in existing concrete for reinforcing steel dowels, concrete, and reinforcing steel and all labor, materials, equipment, tools, and incidentals necessary to complete the work.

Payment adjustments for portland cement concrete in accordance with Section 901 will not apply.

## TECHNICAL SPECIFICATIONS

### P.C. CONCRETE DRIVEWAY/SIDEWALK/SHOULDER

#### 1—GENERAL

This section of the work includes all plant, labor, materials, transportation, and associated with installation of designated sections of sidewalks, driveways, and shoulders in conformity with the specifications and details.

#### 2—MATERIALS AND WORKMANSHIP

All materials shall conform with LaDOTD “Standard Specifications for Roads & Bridges” (latest revision), specifically as follows:

Installation of new Portland Cement Concrete pavements over backfilled/compacted base, and additional paving in the general vicinity of the work as designated by the engineer.

In locations where new storm drain pipes are called out, and after installation of new pipe(s), the area shall be backfilled/compacted, forms set, and reinforcement placed. Upon inspection/acceptance of the prepared area(s), the contractor may commence pouring, and finishing P.C. Concrete pavements.

All PCC pavements, including sidewalks and driveways, shall conform with the following:

A. MIX DESIGN:

**5.0 bag mix cement**

**28-day minimum compressive breaking strength of 3,000 psi.**

B. FINISH:

**Light broom finish/chamfered edges.**

C. REINFORCEMENT:

**Per details. In general,**

**Sidewalks shall include 6x6 – 10/10 WWF continuous reinforcement throughout the surface portion of the sidewalk/driveway.**

D. JOINTS:

**Per details. In general,**

**Scored joints (1" deep) 6' on centers.**

**Rigid joints at 24' on centers: use ¾" thick x 5-½"D clear heart redwood, or, at contractors option, use 1" thick x 6"D semi-rigid, closed-cell polypropylene material (equal to Nomaflex).**

E. TYPICAL SIDEWALK/DRIVEWAY SECTION:

**Per details. In general,**

**6" thick surface.**

**Turn down/footing dimensions: 10" deep; 6" wide bearing (bottom of footing).**

**Where 10" deep footing does NOT bear on either (i) existing natural grade, or (ii) properly compacted base (95% standard proctor), deepen footing to bear on existing natural grade.**

THE FINISHED CONCRETE SIDEWALKS (and driveways) SHALL BE PROTECTED FROM ALL TRAFFIC FOR A PERIOD NOT LESS THAN FORTY-EIGHT (48) HOURS FOLLOWING CONCLUSION OF EACH POUR.

~~In locations where new sidewalks tie in to existing CURBED streets/driveways, the contractor shall remove the curb portion and tie in the new sidewalk to result in a smooth transition from the new sidewalk finish grade to the street/driveway finish grade.~~

~~Exposed curb reinforcement shall be burned off or otherwise removed to prevent snagging or tripping. Alternatively, the entire curb section may be removed and replaced with new sidewalk which smoothly matches the new sidewalk and the street/driveway grades.~~



**It is the intent of this project that the new sidewalk be completely barrier free.** Moreover, no work shall be accepted where any grade changes between paved surfaces exceed 1/8" (0.125").

**SIDEWALK BASE:** Install 4" to 6" thick clean sand base (included in the unit price bid for "12. Install 6" thk. PCC SIDEWALK; per SQUARE YARD".

**DRIVEWAY/SHOULDER BASE:**—

—(1) Proof roll and rough grade the subbase (NDP).—

—(2) Install 3" thick maintenance limestone for use prior to forming/pouring the final pavement.

—(3) Install an additional 3" thick limestone as a final base fine graded to receive the PCC—  
pavement.

—NOTE: Limestone for maintenance and base is payable under item "5. Haul-in/grade/compact Limestone (# 610) (vehicular measure); per TON".

### **3—SIDEWALK SLABS / SIDEWALK DRAINS**

—At certain locations, portions of the new sidewalk shall be substituted with either (i) sidewalk slabs, or (ii) sidewalk drains.

—The purpose of a **sidewalk slab** is to span a new (or existing) catch basin over which the new sidewalk is to traverse, and to facilitate surface runoff from the road side of the sidewalk to the outside of the sidewalk and into a receiving drainage appurtenance.

—The **sidewalk slab** shall precisely match the width and finish grade of the adjoining new sidewalk. The dimensions, per the details, are 6' long by 5' wide (matching the sidewalk width).

—The purpose of a **sidewalk drain** is singularly to facilitate surface runoff from the road side of the sidewalk to the outside of the sidewalk and into a receiving drainage appurtenance. The width of each sidewalk drain shall be 16". It shall be securely attached to each adjoining sidewalk panel (per the details) and shall match precisely the adjoining sidewalk finish grades.

### **4—TESTING REQUIREMENTS**

All concrete placed in excess of fifty square yards (50 SY) shall be sampled with four (4) cylinders: two (2) to be tested for 7 day breaking strength, and two (2) to be tested for 28 day breaking strength. Each 50 SY of patching shall be represented by testing laboratory reports, to be provided to the Engineer for review, **AT THE EXPENSE OF THE OWNER.** The Engineer reserves the right and authority to order additional testing at the Contractor's expense, if in the Engineer's opinion the concrete work is suspect. Should the additional test prove deficient, then the cost of additional testing (and coring if necessary) shall be at the expense of the Contractor.

### **5—MEASUREMENT AND PAYMENT**

Measurement and payment of PC Concrete Sidewalks (and driveways) shall be at the unit price as bid for item "12. Install 6" thk. PCC SIDEWALK; per SQUARE YARD"; as measured, tested, and accepted by the Engineer. Payment shall constitute all labor, materials, transportation, incidentals necessary or reasonably implied to install each of the above items in conformity with these specifications, the plans and details in the prosecution of the paving and pipe laying activities.

—Where SIDEWALK SLABS are installed, the length of each sidewalk slab shall be EXCLUDED from overall measurement of PCC SIDEWALK in determining total projected area (in square yards) of sidewalk for pay purposes.



# TECHNICAL SPECIFICATIONS

## P. C. CONCRETE

### 1—GENERAL

This work consists of constructing portland cement concrete pavement and structures, with required reinforcement, on a prepared subgrade in accordance with these specifications and in conformity with the lines, grades, thicknesses, and typical cross sections shown on the plans or established in the field by the Engineer.

For all other cast-in-place P. C. Concrete paving work, streets, sidewalks, curbs, driveways, shoulders, the requirements of this section of the specifications shall be met or exceeded. The Contractor shall pay particular attention to the types of pavement referred to on the Standard Details Sheet of the plans and on the Bid Proposal Form.

Removal of materials below grade in order to accommodate the new P.C. Concrete placement shall be included in the unit price bid for the appropriate item of work. **Sawcutting of pavements removed/replaced is a requirement.** Where formwork is not necessary or practical, the earth/existing pavement shall be squared off vertically and shall be free of loose and protruding material. The base shall be dry, smooth, and hand graded where necessary to insure a full-depth thickness not less than that specified. If over-excavation is necessary to remove loose and/or soft base, an appropriate backfill designated by the engineer shall be added, properly graded, which cost shall be included in the unit price bid for the appropriate item of work.

Quality control requirements shall be as specified in the latest edition of the Louisiana Department of Transportation and Development (LaDOTD) publication entitled "Application of Quality Control Specifications for Portland Cement Concrete Pavement and Structures."

### 2—MATERIALS

Materials shall conform to the following section(s) of the "Louisiana Standard Specifications for Roads and Bridges" published by the Louisiana DOTD, Office of Highways, Baton Rouge, latest edition (LaDOTD Standard Specifications):

Portland Cement Concrete Pavement	601
Flowable Fill	710
Portland Cement Concrete	901
Joint Materials	1005
Mesh Reinforcement	1009.01
Load Transmission Devices	1009.04
Curing Materials & Admixtures	1011

**CLASS OR TYPE OF CONCRETE—Class A** amended or clarified as follows (See Table 1 of LaDOTD Standard Specifications Section 901):

- Grade of Coarse Aggregate—A
- Non-vibrated slump—not acceptable
- Minimum bags of Cement per CY of concrete—**6.0**.
- Average Compressive Strength at 28 days—**4,000 psi**, with deviations of not more than 5%.
- "High Early"** concrete/admixtures shall be included in all areas.
- "High Early"** shall be considered adequate/ready for traffic following a minimum compressive strength of 80% of design strength (3,200 psi), typically after three (3) days of curing.

### 3—AMENDMENTS/CLARIFICATIONS TO LaDOTD STANDARD SPECIFICATIONS

The following amendments and clarifications to the DOTD Standard Specifications, in particular, the sections cited in Article 2 above, shall be observed during this project:

[Note: In addition to the specified requirements of Article 2 above]

**a. Testing**— All concrete placed in excess of fifty square yards (50 SY) shall be sampled with four (4) cylinders: two (2) to be tested for 7 day breaking strength, and two (2) to be tested for 28 day breaking strength. Each 50 SY of patching shall be represented by testing laboratory reports, to be provided to the Engineer for review, **AT THE EXPENSE OF THE OWNER**. The Engineer reserves the right and authority to order additional testing at the Contractor's expense, if in the Engineer's opinion the concrete work is suspect. Should the additional test prove deficient, then the cost of additional testing (and coring if necessary) shall be at the expense of the Contractor. If a test fails, subsequent testing (and coring, if required by the Engineer), shall be at the Contractor's expense, including corrective measures, if a deficiency is substantiated by testing laboratory reports and if determined by the Engineer that corrective work is necessary.

**b. Section 601 "Portland Cement Concrete Pavement"--**

- (1) Built up forms are approved (not exceeding 2").
- (2) In addition to compaction of the existing roadbed, allow for 4" thick clean sand which shall be installed to adjust the final grade(s). It shall be placed and compacted as shown or otherwise specified, and included in the lump sum price bid for the roadway being replaced.
- (3) The subgrade shall be uniformly moistened immediately prior to concrete placement, unless specifically waived by the Engineer.
- (4) Split slab construction is approved.
- (5) Hand finishing is permitted.
- (6) Broom or broom finish is permitted (Contractor's option).
- (7) The pavement shall not be opened to traffic until standard test specimens have attained design strength, or until 14 days after placement, whichever is longer. An exception to this requirement may be made by the Engineer provided the Contractor utilizes high-early concrete mix design, in which case the pavement may be opened for traffic within five (5) days.
- (8) Proper signage shall be placed to control traffic and restrict loading of the "green" pavements.
- (9) A "Lot" shall be defined as the entire project length.
- (10) The Measurement and Payment subsections, as well as the Price Adjustment Schedule (LaDOTD Table 1 of Section 601), shall be utilized.

**c. Section 901 "Portland Cement Concrete"--**

- (1) Mixing at the site is not permitted.
- (2) Disregard Table 2 of Section 901.
- (3) Disregard the requirement for a qualified Concrete Technician at the plant; however, the contractor shall be responsible for quality control of materials during handling, blending, mixing, and pouring operations, and additional quality control requirements as set forth Article 1 this section.
- (4) No mix design is necessary to be submitted to the Engineer for approval; moreover, it is the responsibility of the Contractor to ensure that the concrete mix conforms with the requirements of these specifications.

**d. Section 1005 "Joint Materials for Pavements and Structures"--**

- (1) Wood fillers shall be clear heart redwood.
- (2) No board shall be less than ten (10') feet long, unless the slab section is less than ten (10'), in which case the board must be placed in one continuous length.

**e. Section 1009 "Reinforcing Steel and Wire Rope"**

No changes

**f. Section 1011 "Concrete Curing Materials, Special Finishes and Admixtures"**

No changes

## **5—MEASUREMENT AND PAYMENT**

All concrete channel bottom paving shall be paid for at the unit price bid for items “10. Install PC Concrete Dry Bottom (6” thk. reinf.); per SQUARE YARD” as measured, tested, and accepted by the Engineer. Payment shall constitute all labor, materials, transportation, incidentals necessary or reasonably implied to remove existing pavements as marked in the field or otherwise implied in the prosecution of the construction activities, compaction of existing base, hauling in and compacting (if required) additional base material, removal of loose materials and debris from failure, forming, pouring, and finishing of the P.C. Concrete. A “square yard” shall be measured by the projected area of the completed pavement in square feet, divided by nine (9) to achieve the total quantity of “square yards”. The finished pavement area in square yards shall be rounded to the nearest 0.1 of a square yard for pay purposes.





## Mooney RCB Crossing W2-L2D - City of Hammond

Estimated Quantities - *Mooney RCB Crossing W2-L2D (for estimating purposes only)*

### EXCAVATION

Location/Description	Cross-Sectional Area (SF)	Length (LF)	Excavated Vol. (CY)
Rip Rap (West) Excavation	360	12	160
RCB Excavation	432	48	768
Rip Rap (East) Excavation	315	12	140
<b>TOTAL (NET SECTION):</b>		<b>72</b>	<b>1068</b>
Bid Item "11. Unclass. Excav. (net section)"; per CY			
<b>Theoretical Total (CY)</b>		<b>=</b>	<b>1068</b>

### EMBANKMENT

Location/Description	Cross-Sectional Area (SF)	Length (LF)	Embankment Vol. (CY)
RCB/Headwall Backfill (Net Area)	289	48	514
Rip Rap (West) Backfill	86	12	38
Rip Rap (East) Backfill	86	12	38
<b>TOTAL (NET SECTION):</b>		<b>72</b>	<b>590</b>
Bid Item "3. H/G/C Backfill (veh. meas.)"; per CY			
CY(ns) to CY(vm)	590	x 1.6	= 944
<b>Theoretical Total (CY)</b>		<b>=</b>	<b>944</b>

### #610 LIMESTONE

Location/Description	Length (LF)	Avg. Width (LF)	Avg. Depth (IN)	Volume (CY)
Mooney Ave. Road Base	123	22	12	101
RCB Base (Trunk Line)	48	18.5	6	17
RCB Base (Footer)	16.8	4	12	3
PCC Headwall Base	44	8	12	14
Temp. Access Road	150	16	10	75
<b>TOTAL (NET SECTION):</b>	<b>381.8</b>			<b>210</b>
Bid Item "4. H/G/C Limestone (#610) (veh. meas.)"; per TN				
CY(ns) to TN(vm)	210	x 1.9	=	399
<b>Theoretical Total (TN)</b>		<b>=</b>		<b>399</b>





CONSTRUCTION PLANS  
FOR  
MOONEY AVENUE  
RCB CROSSING W2-L2D

for  
CITY OF HAMMOND

Pete Panepinto, Mayor

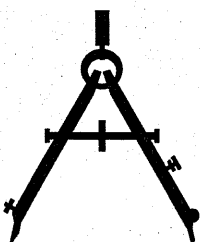
COUNCIL:

Kip Andrews  
Sam DiVittorio  
Carlee White Gonzales  
Steve Leon  
Devon Wells

Lisa Cockerham, Clerk of the Council

MARCH 7, 2024

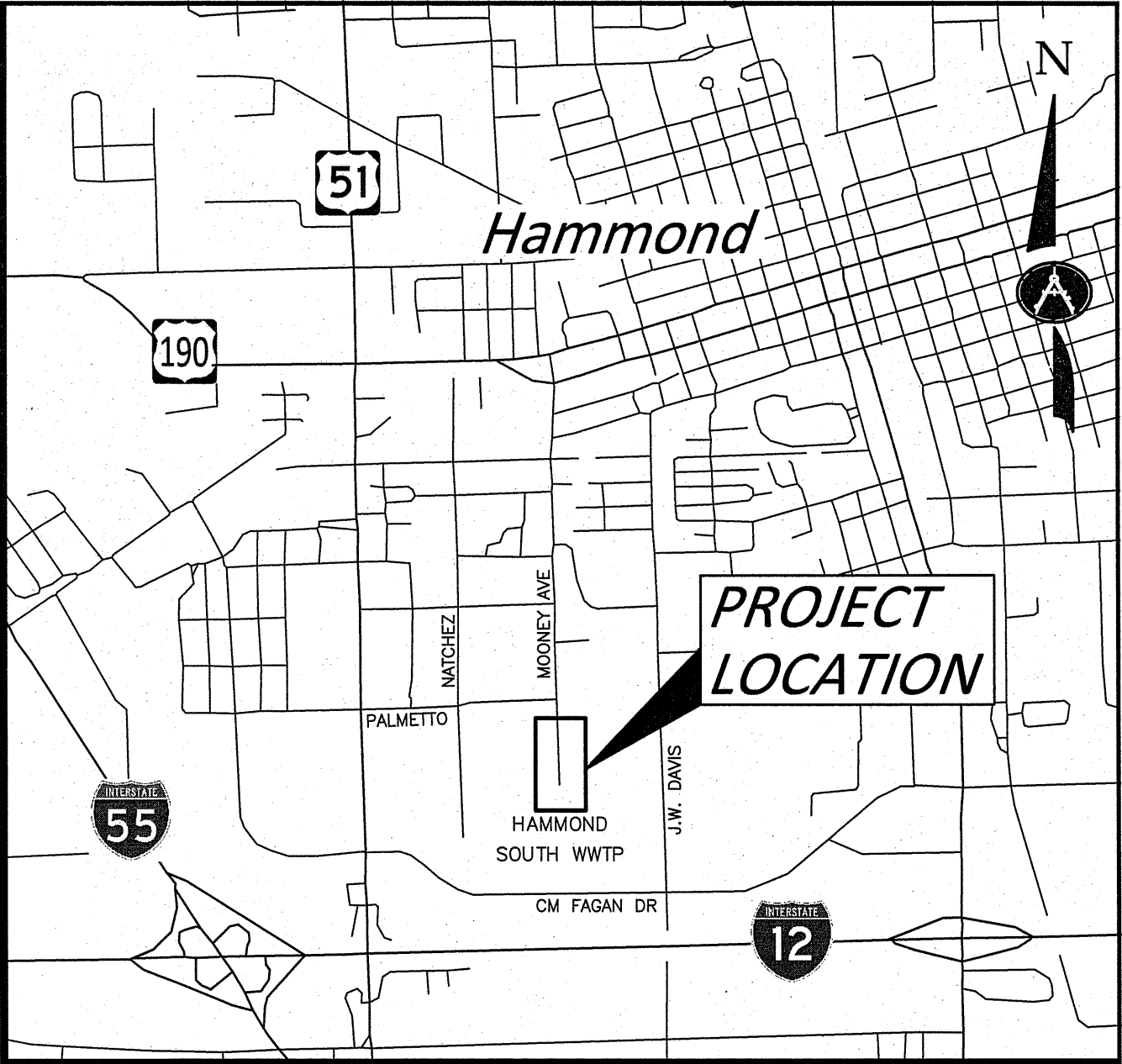
Prepared by:



Spangler Engineering, LLC

Consulting Civil Engineers

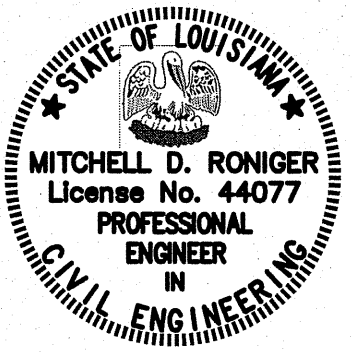
214 S.W. RAILROAD AVENUE  
P.O. BOX 1374  
HAMMOND, LOUISIANA 70404  
(985) 542-8665 FAX: (985) 542-0046



VICINITY MAP  
NTS

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TITLE SHEET	1
CONSTRUCTION AND DETOUR SIGNAGE	2
PROJECT SITE PLAN	3
EXISTING CONDITIONS	4
DEMOLITION PLAN	5
DRAINAGE PLAN	6
GRADING PLAN	7
STAKING PLAN	8
SECTIONS	9-11
BANK STABILIZATION DETAIL	12
DETAILS	13-14
STANDARD DETAILS	15-22



Recommended:

*Mitchell Roniger*

3/7/24 Date

Mitchell D. Roniger, P.E.

Approved:

*Pete Panepinto*

Pete Panepinto, Mayor

Date

Approved:

*Robert Williams*

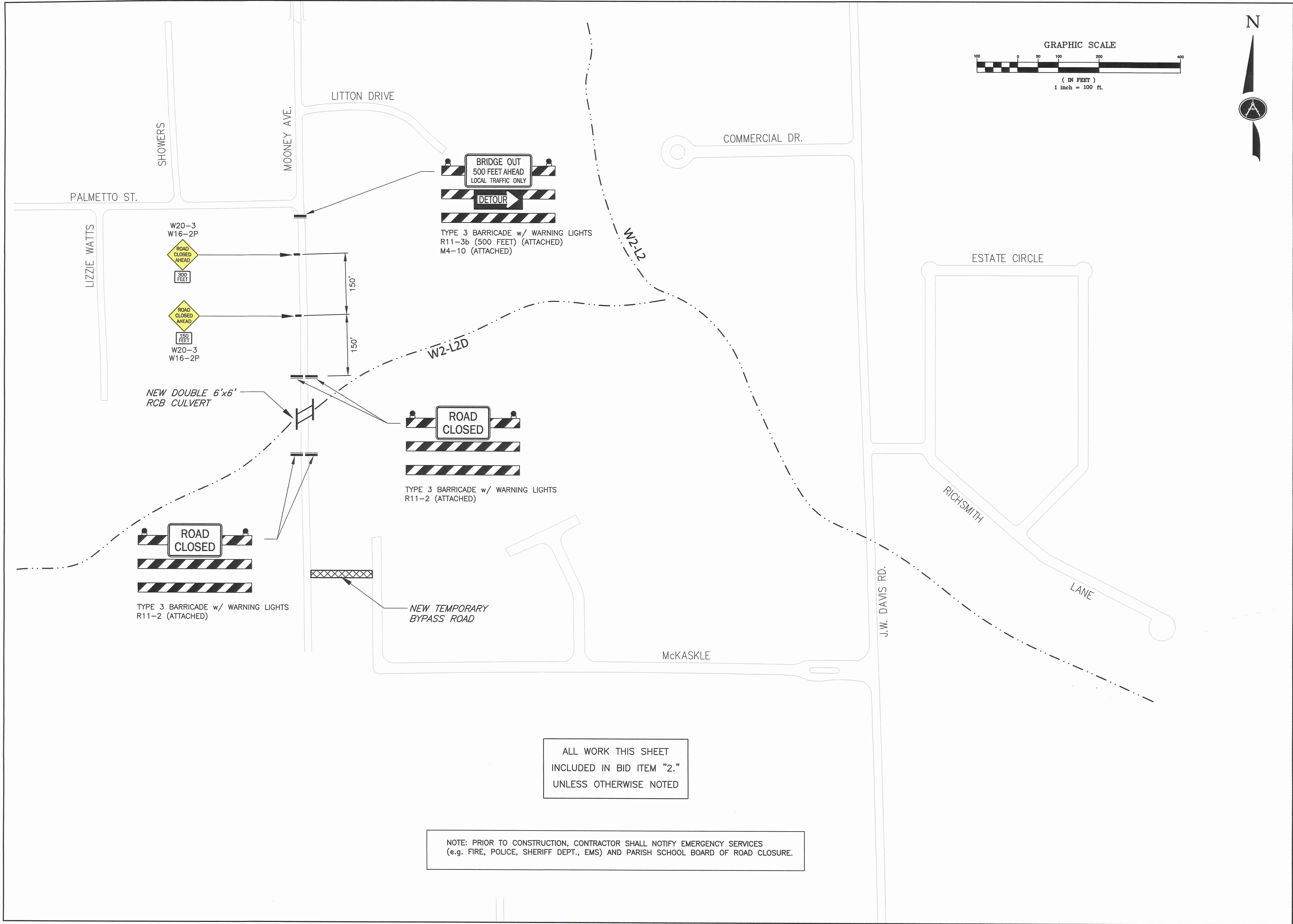
Robert Williams, Superintendent Street Dept.

Date

SET NO. \_\_\_\_



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ALL WORK THIS SHEET  
INCLUDED IN BID ITEM "2."  
UNLESS OTHERWISE NOTED

NOTE: PRIOR TO CONSTRUCTION, CONTRACTOR SHALL NOTIFY EMERGENCY SERVICES  
(e.g. FIRE, POLICE, SHERIFF DEPT., EMS) AND PARISH SCHOOL BOARD OF ROAD CLOSURE.

STATE OF LOUISIANA  
MITCHELL D. RONIGER  
License No. 44077  
PROFESSIONAL  
ENGINEER  
3/5/24

SCALE:	1" = 100'
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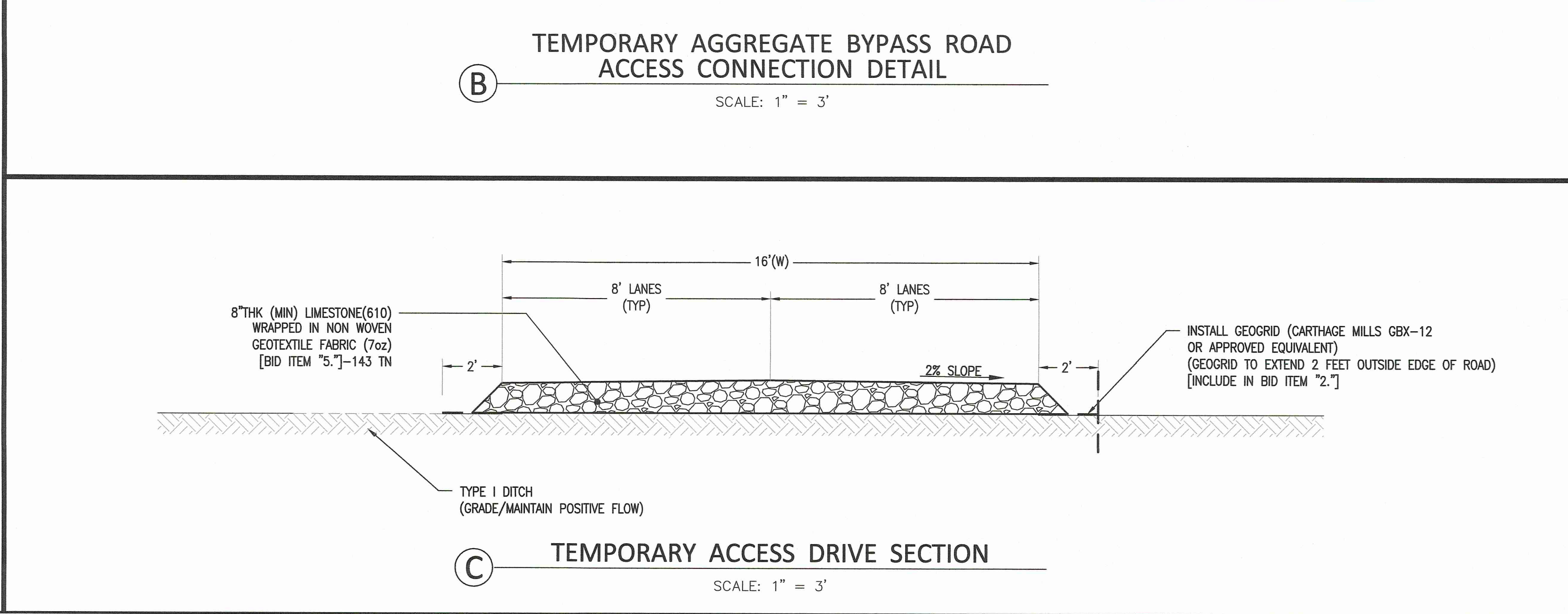
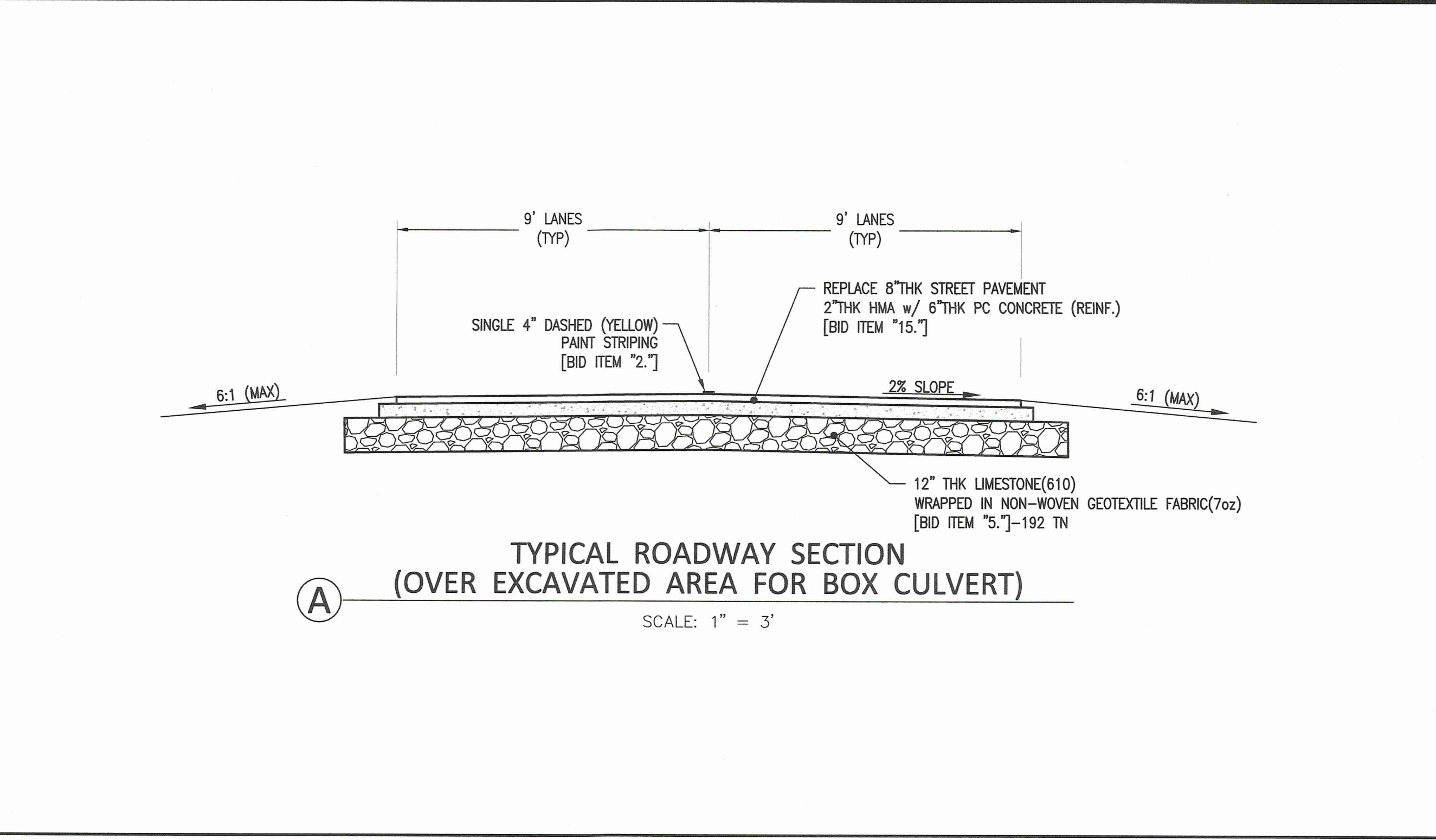
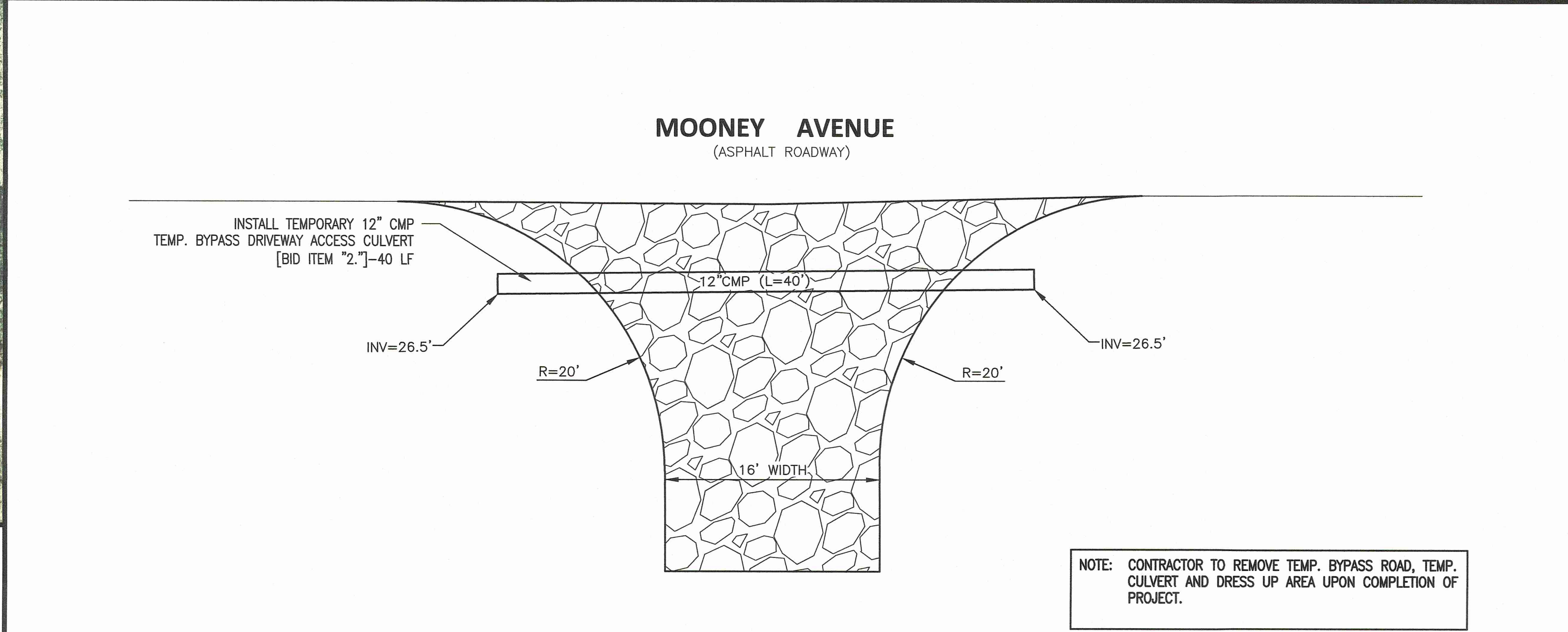
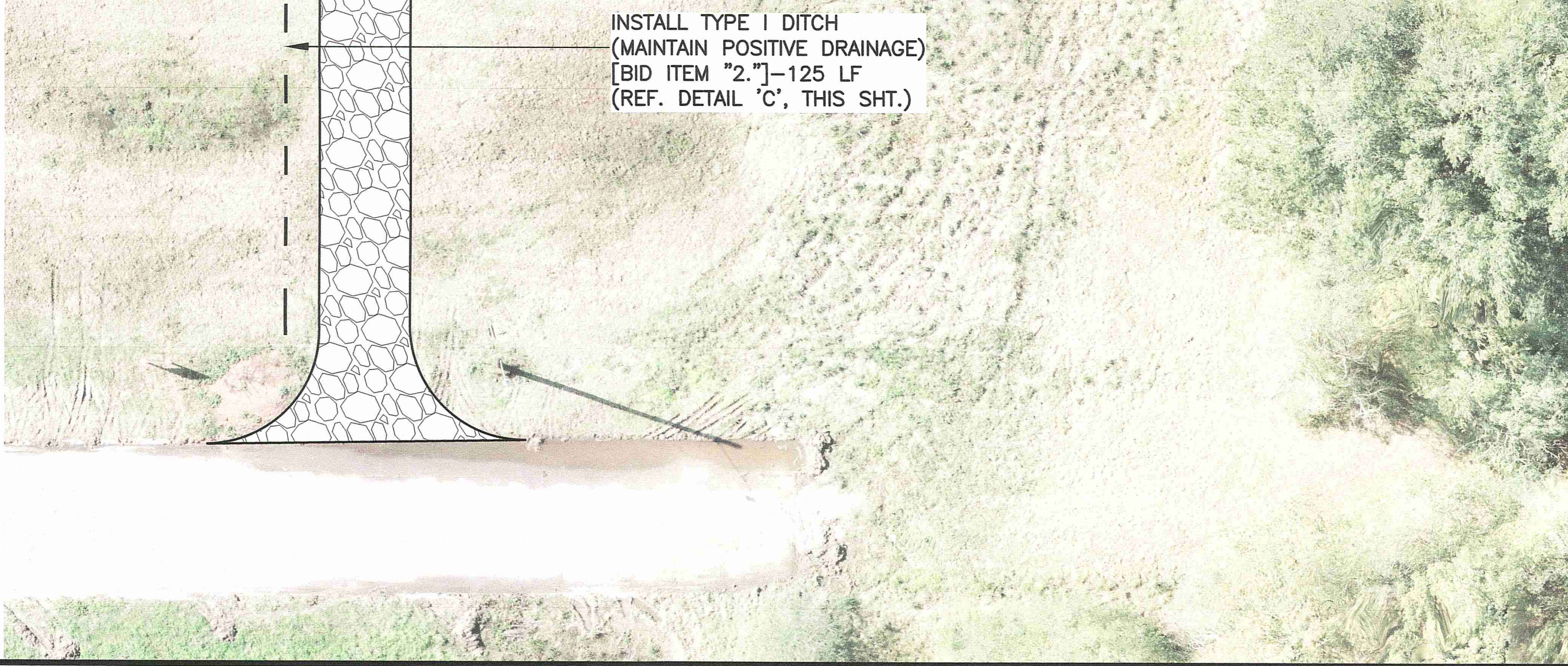
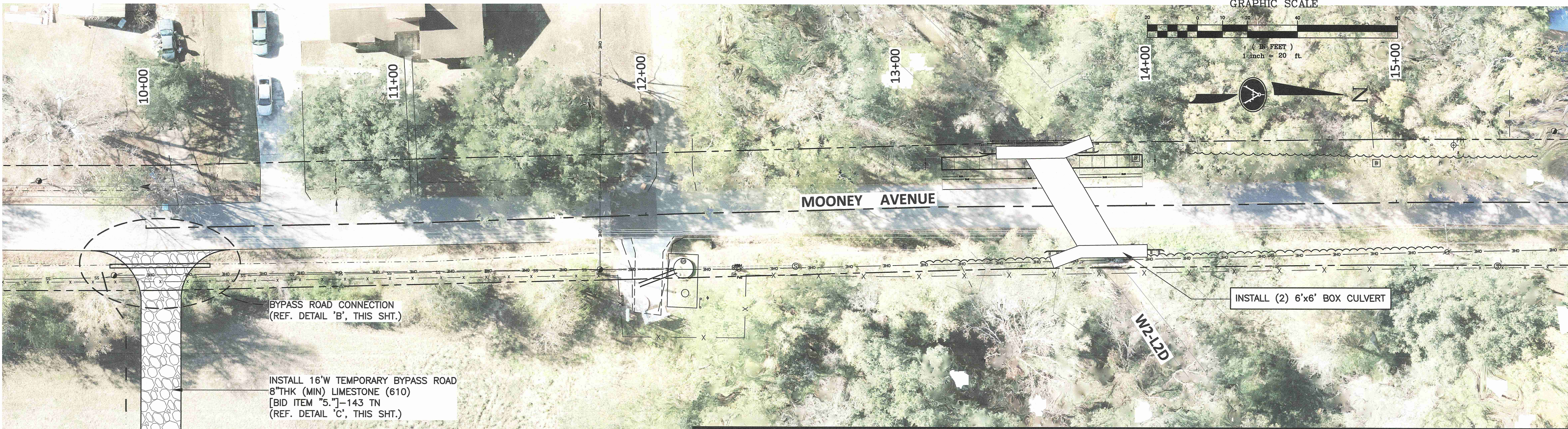
CONSTRUCTION AND  
DETOUR SIGNAGE

MOONEY AVE  
RCB CROSSING W2-L2D  
for  
CITY OF HAMMOND

Spangler Engineering, LLC  
CONSULTING CIVIL ENGINEERS  
214 S.W. RAILROAD AVENUE  
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PROJECT MAP

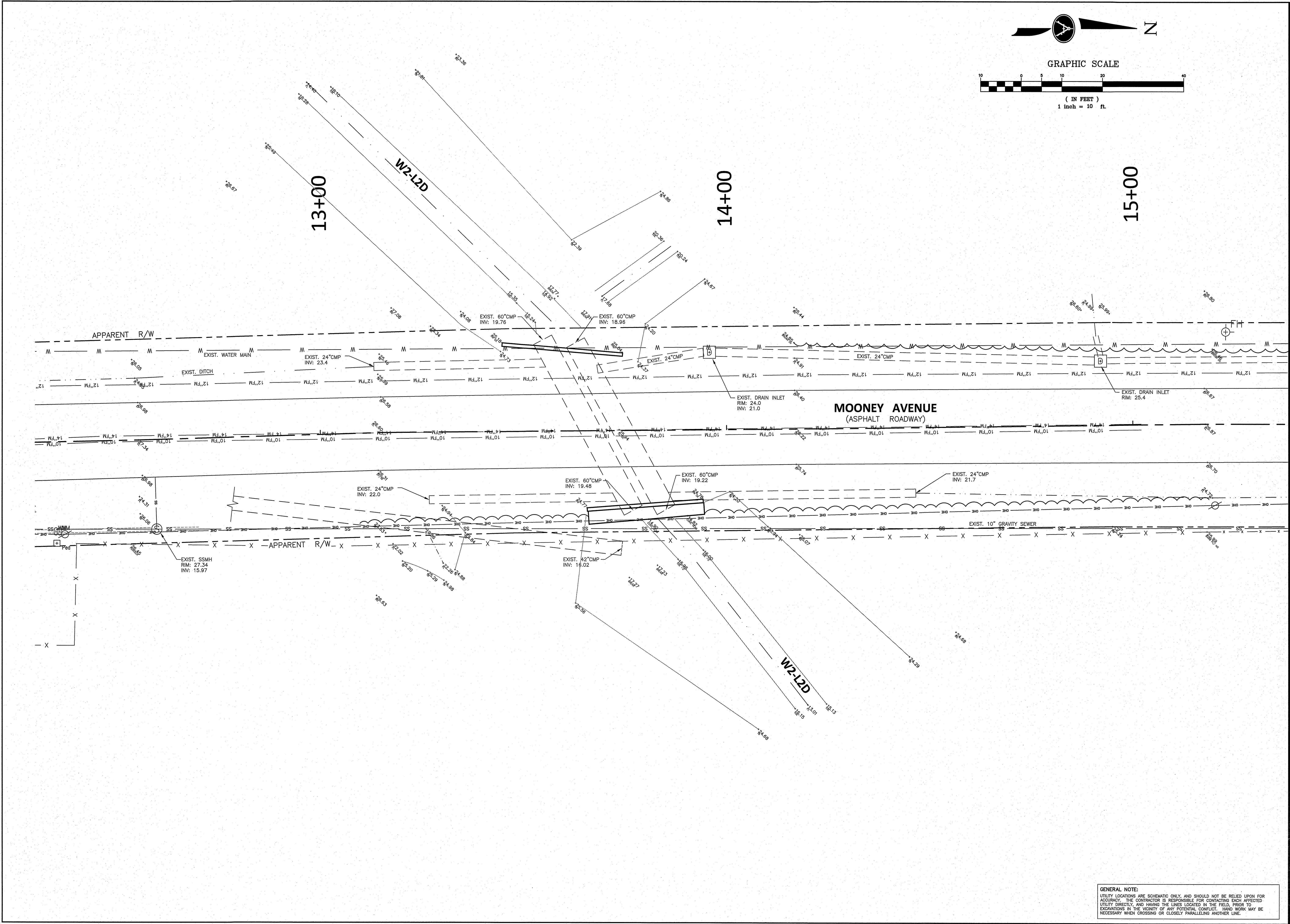
MOONEY AVE  
RCB CROSSING W2-L2D  
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CITY OF HAMMOND

Spangler Engineering, LLC  
CONSULTING CIVIL ENGINEERS  
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GENERAL NOTE:  
UTILITY LOCATIONS ARE SCHEMATIC ONLY, AND SHOULD NOT BE RELIED UPON FOR  
ACCURACY. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING EACH AFFECTED  
UTILITY DIRECTLY, AND HAVING THE LINES LOCATED IN THE FIELD, PRIOR TO  
EXCAVATIONS IN THE VICINITY OF ANY POTENTIAL CONFLICT. HAND WORK MAY BE  
NECESSARY WHEN CROSSING OR CLOSELY PARALLELING ANOTHER LINE.



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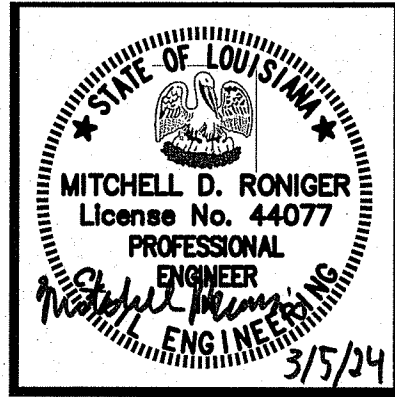
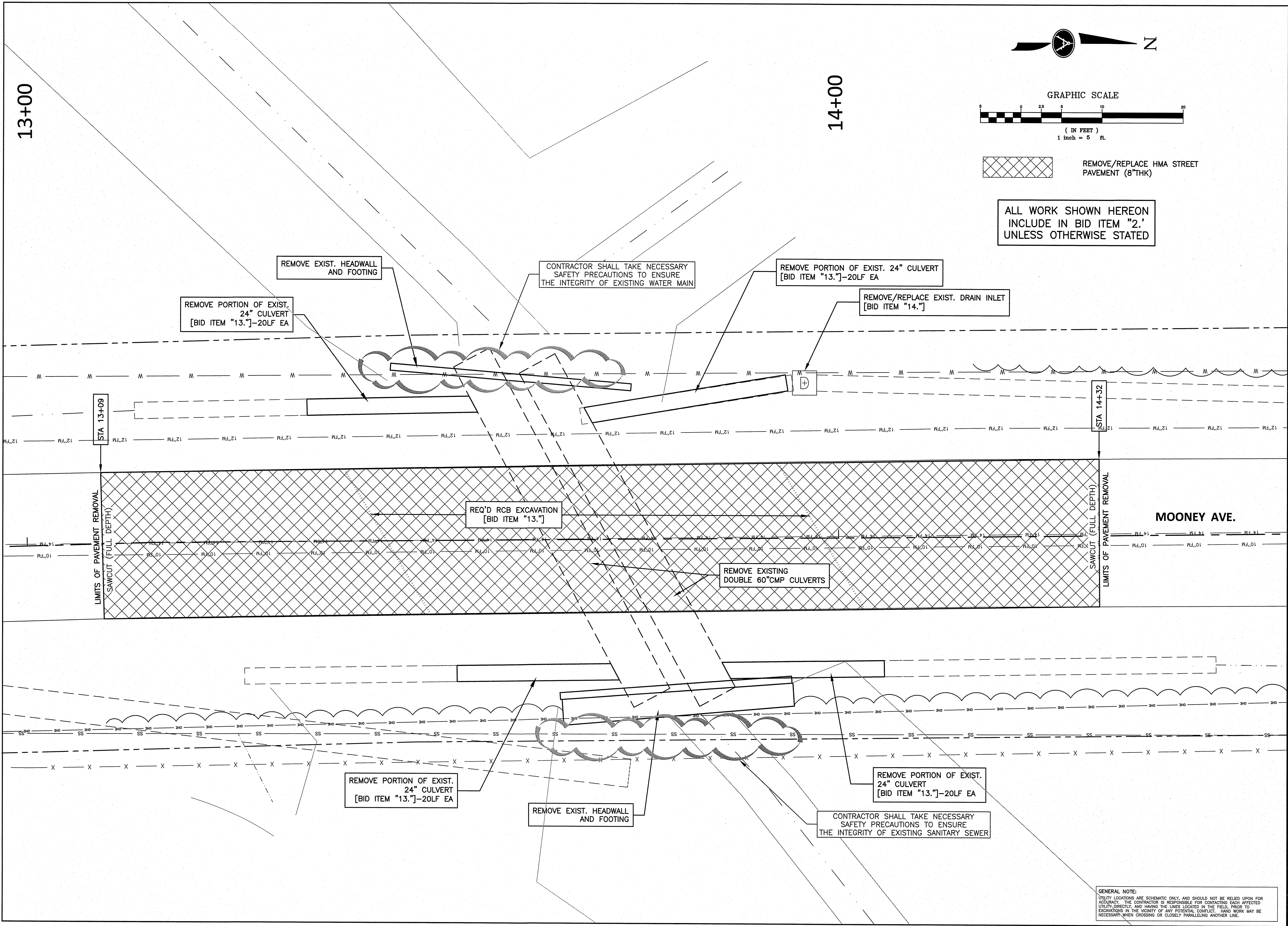
EXISTING CONDITIONS

MOONEY AVE  
RCB CROSSING W2-L2D  
for  
CITY OF HAMMOND

Spangler Engineering LLC  
CONSULTING CIVIL ENGINEERS  
214 S.W. RAILROAD AVENUE  
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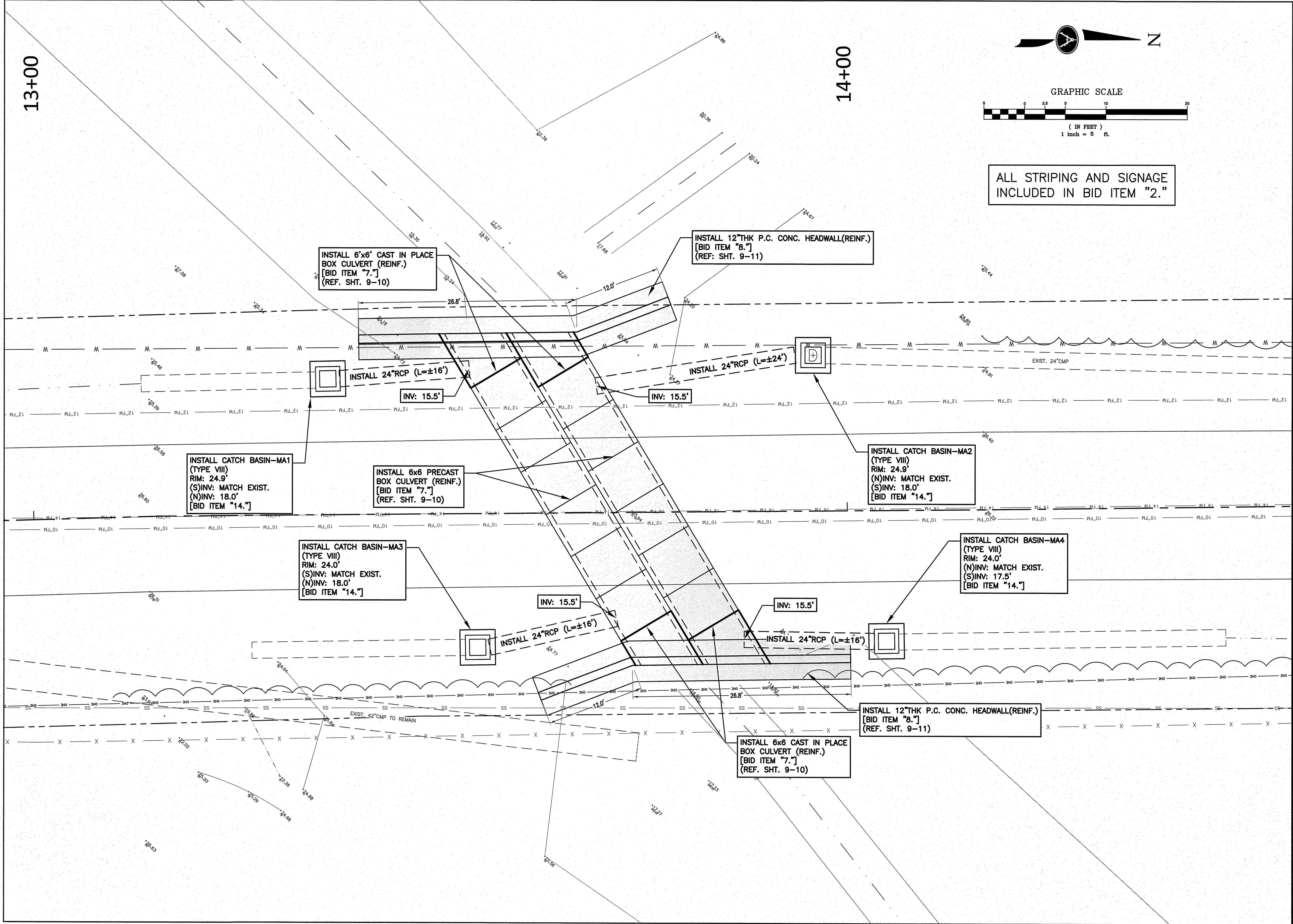
DEMOLITION PLAN

MOONEY AVE  
RCB CROSSING W2-L2D  
for  
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Spangler Engineering, LLC  
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DRAINAGE PLAN

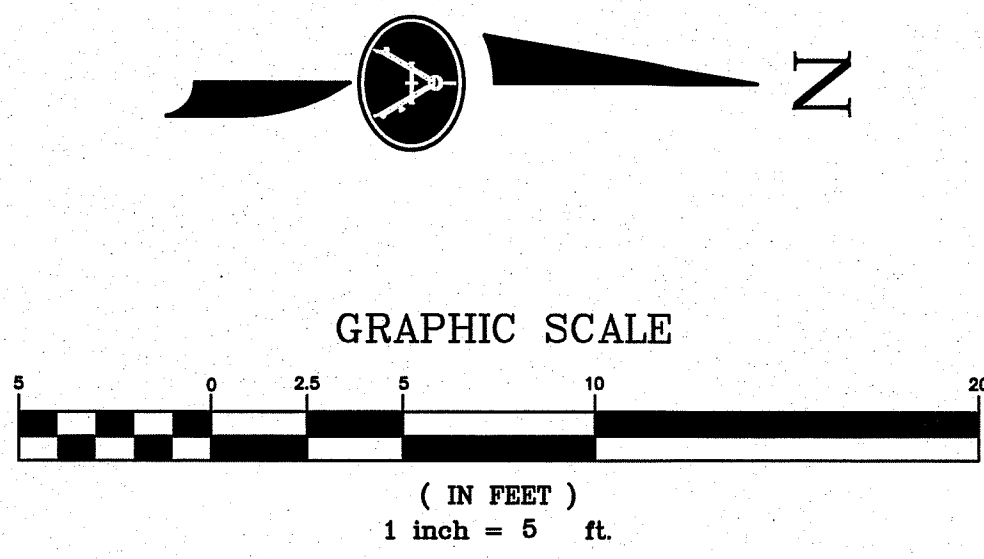
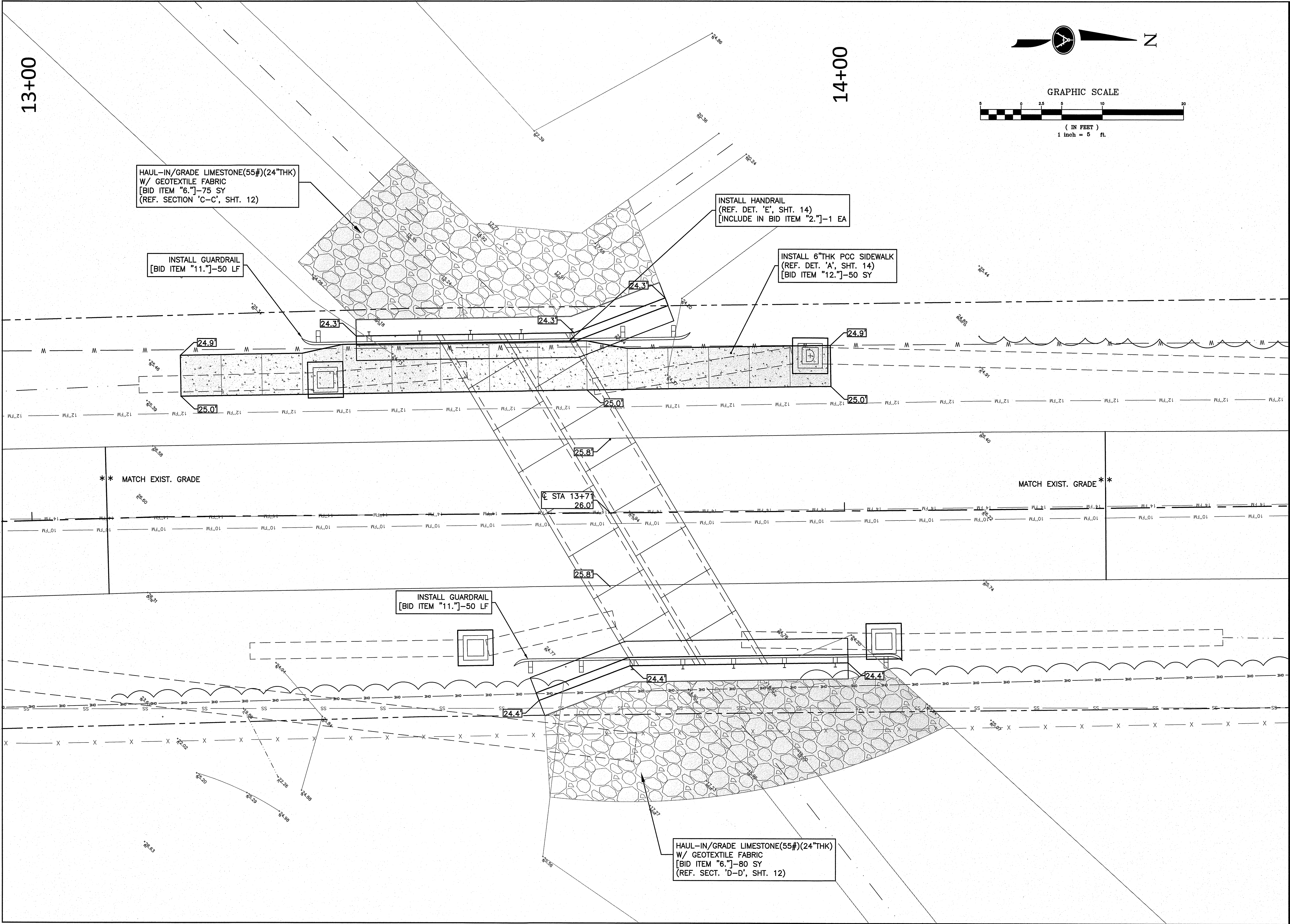
MOONEY AVE  
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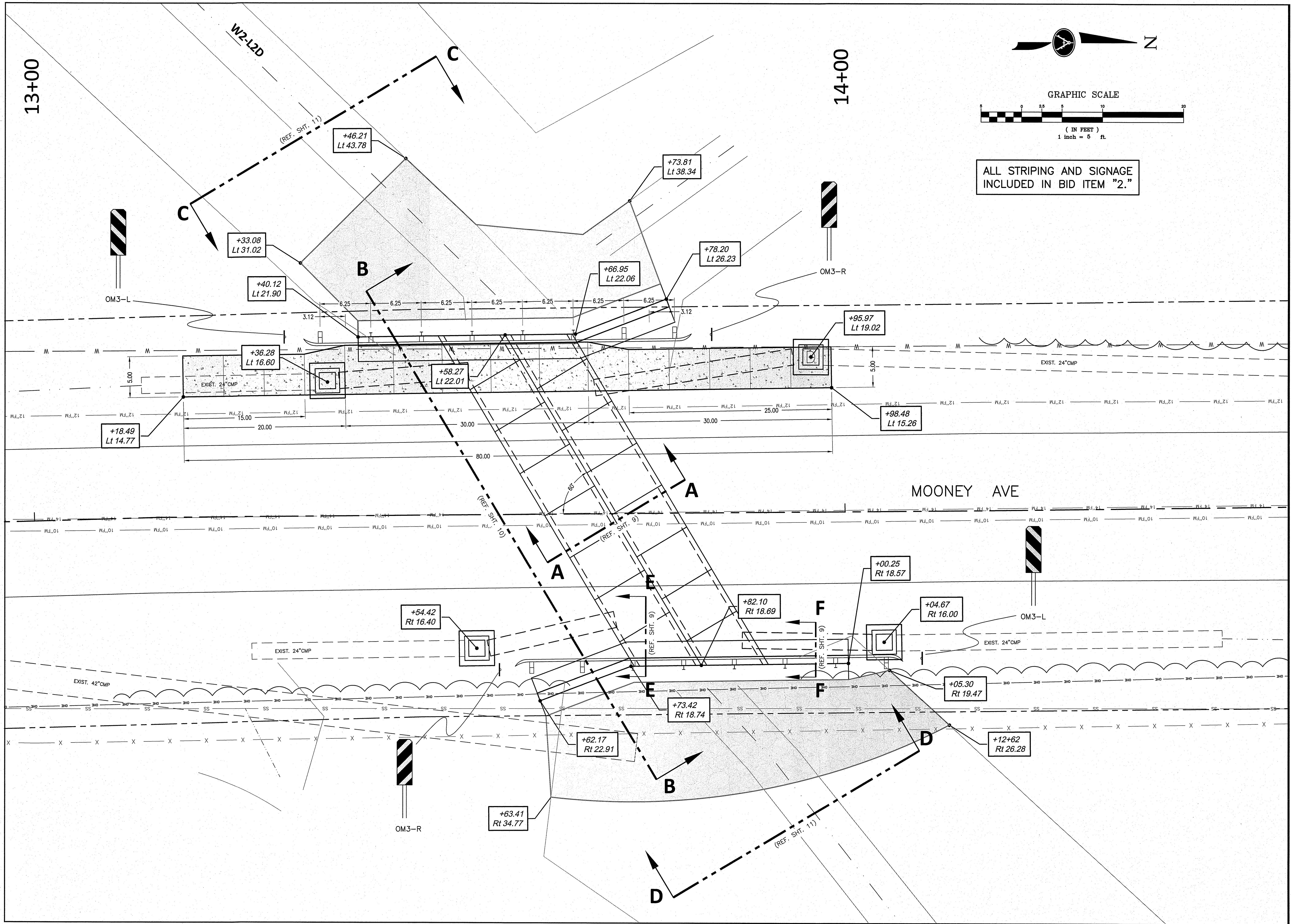
GRADING PLAN

MOONEY AVE  
RCB CROSSING W2-L2D  
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CHECKED: M.D.R.

STAKING PLAN

MOONEY AVE  
RCB CROSSING W2-L2D

for  
CITY OF HAMMOND

Spangler Engineering, LLC

CONSULTING CIVIL ENGINEERS

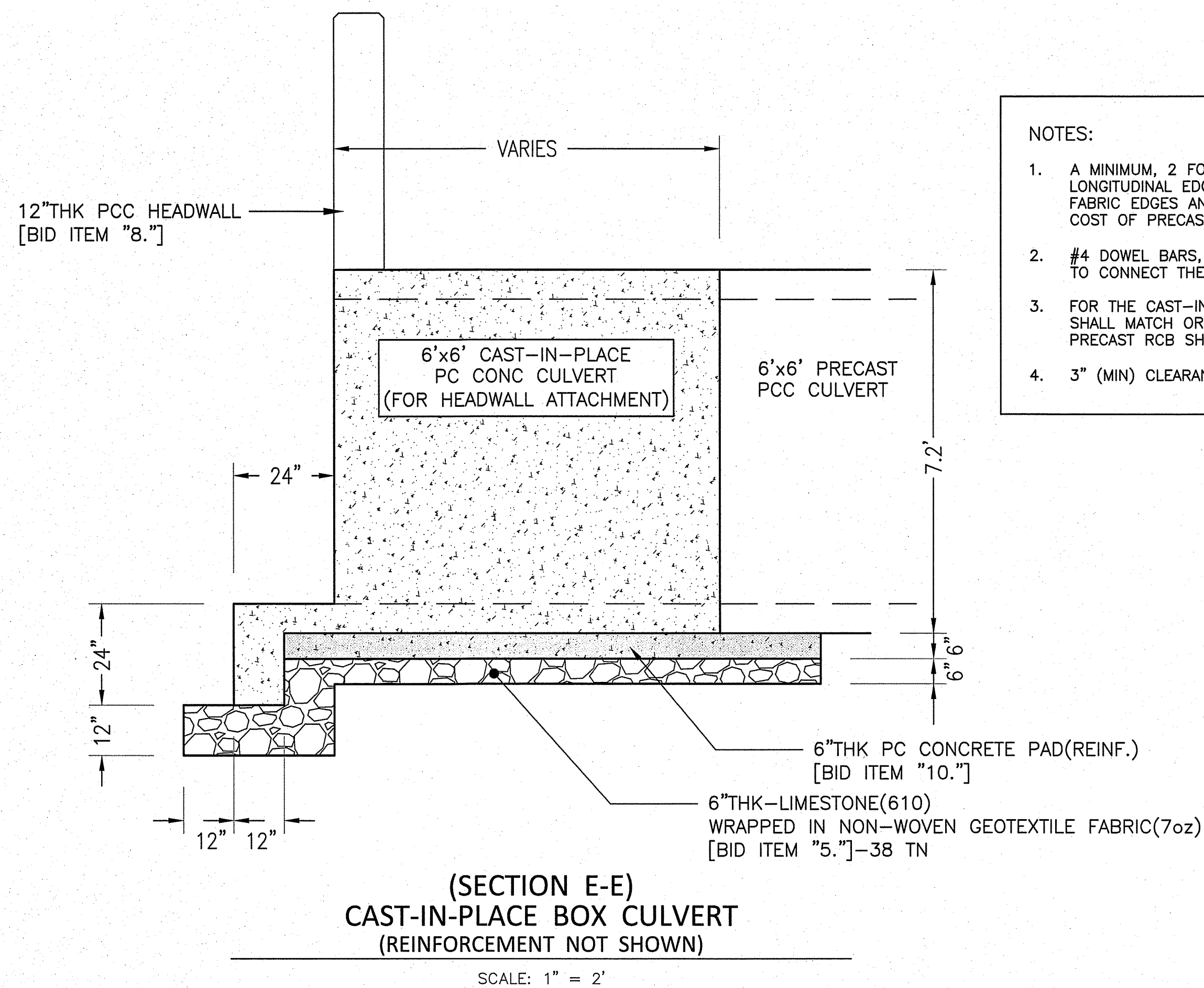
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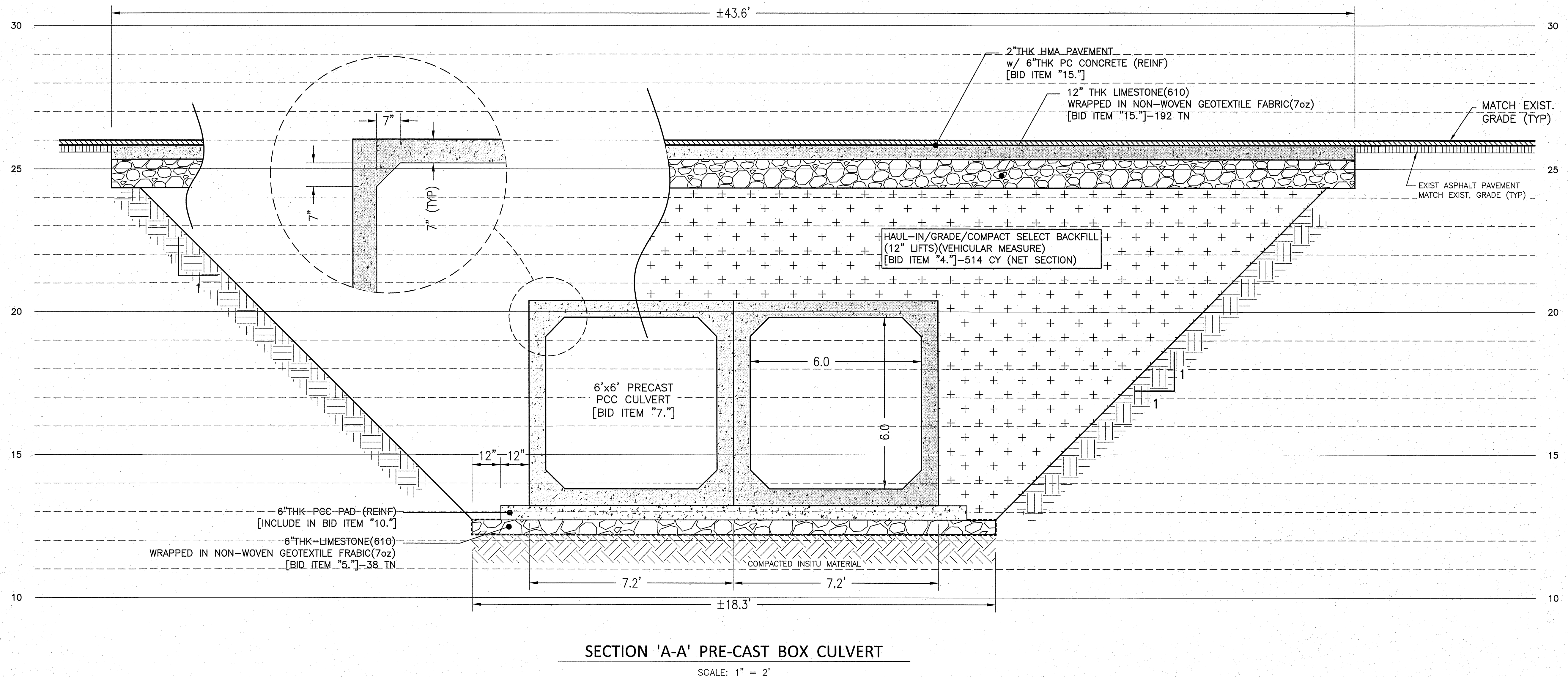
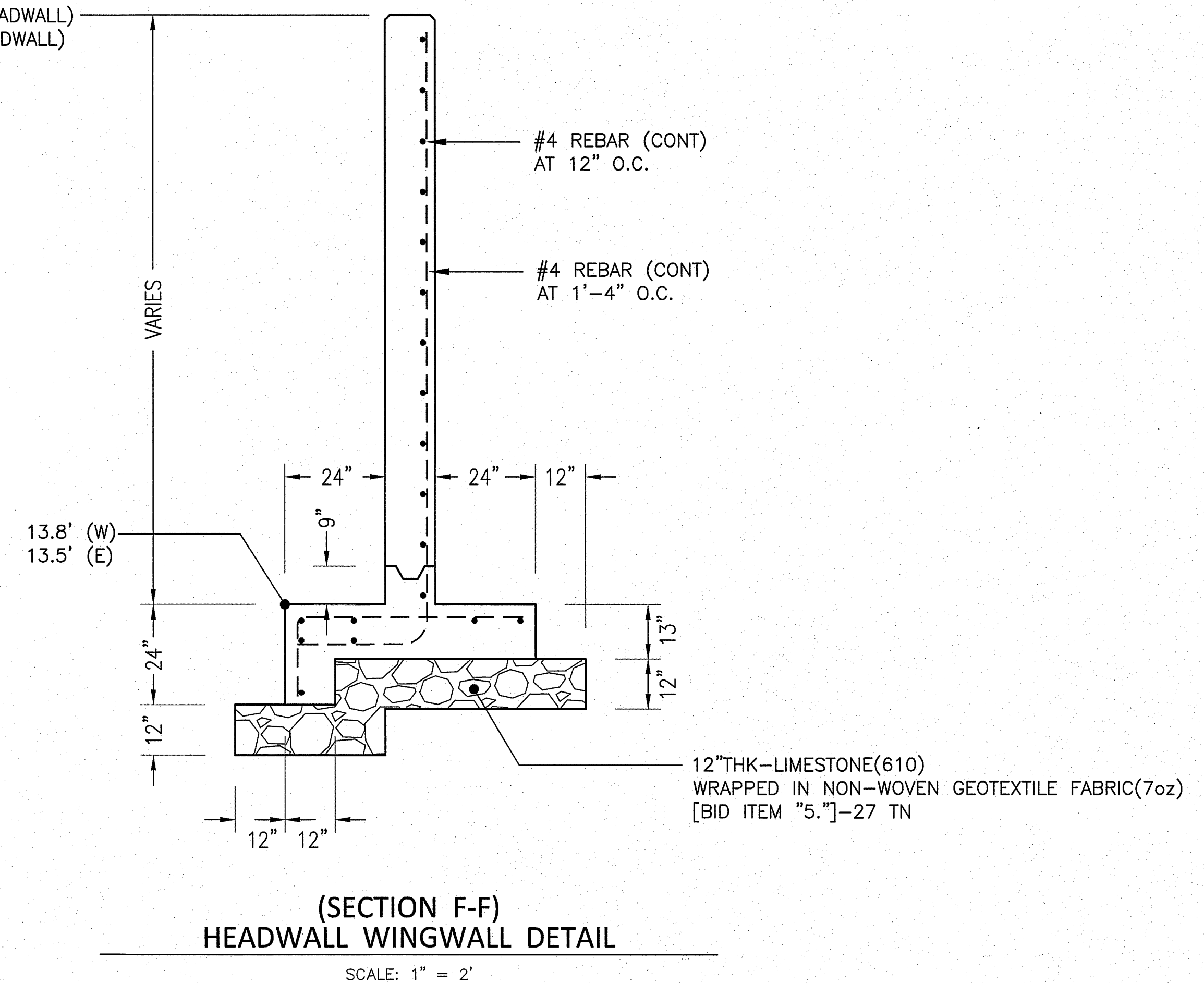
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NOTES:

1. A MINIMUM, 2 FOOT WIDE STRIP OF GEOTEXTILE FABRIC SHALL COVER THE ADJOINING LONGITUDINAL EDGES OF MULTI-BARREL BOXES AND JOINTS BETWEEN PRECAST UNITS. FABRIC EDGES AND ENDS SHALL BE SUITABLY SECURED. COST TO BE INCLUDED IN COST OF PRECAST RCB.
2. #4 DOWEL BARS, MINIMUM 20" LONG (10" EMBEDDED) AT 12 CENTERS ARE REQUIRED TO CONNECT THE LAST PRECAST UNIT TO ANY CAST-IN-PLACE SECTION OF BOX.
3. FOR THE CAST-IN-PLACE PORTIONS OF THE CULVERT, THE REBAR SIZE AND SPACING SHALL MATCH OR EXCEED THE PRECAST SECTIONS. CONTRACTOR TO USE APPROVED PRECAST RCB SHOP DRAWING FOR REBAR REQUIREMENTS.
4. 3" (MIN) CLEARANCE ON ALL REINF. STEEL AND FORMWORK.

24.9' (W. HEADWALL)  
24.3' (E. HEADWALL)



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DATE: 3/7/2024  
DRAWN: M.F.H.  
CHECKED: M.D.R.

SECTIONS

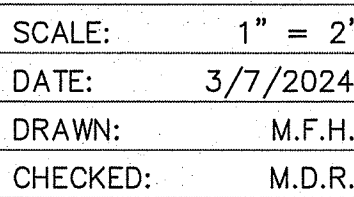
MOONEY AVE  
RCB CROSSING W2-L2D  
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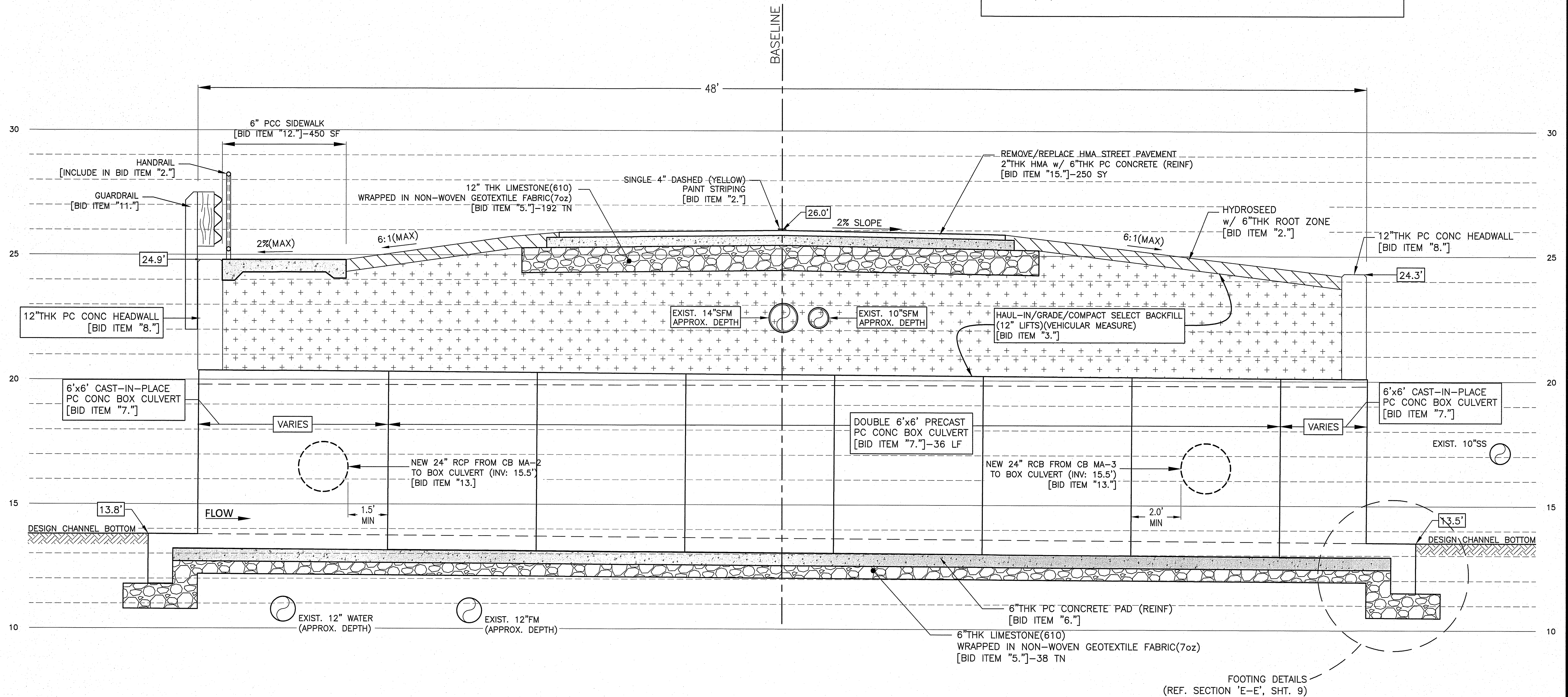
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SHEET

# 10

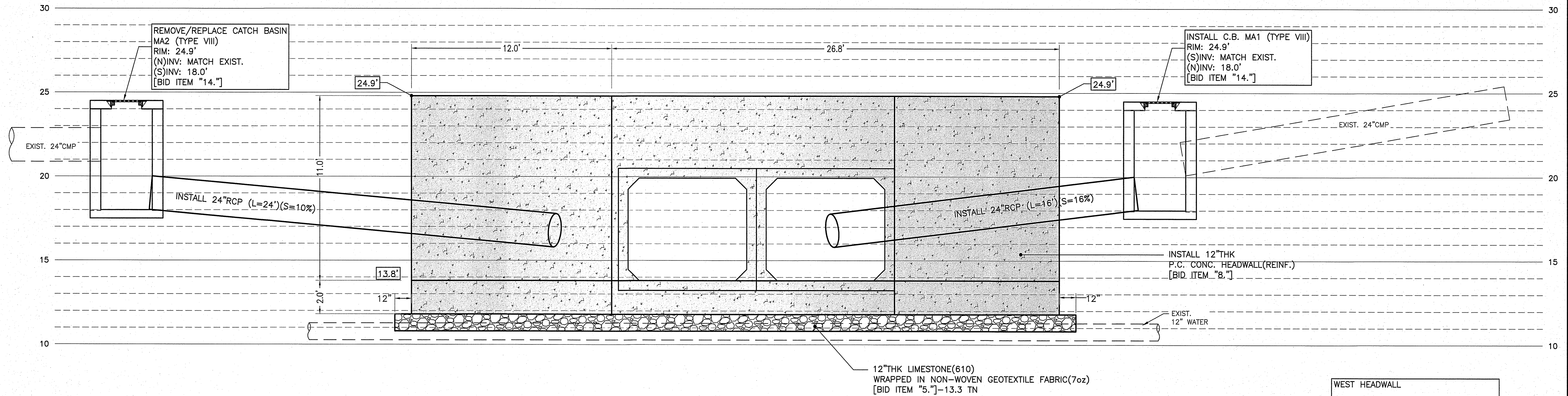
- SECTION B-B  
6'x6' BOX CULVERT DETAIL

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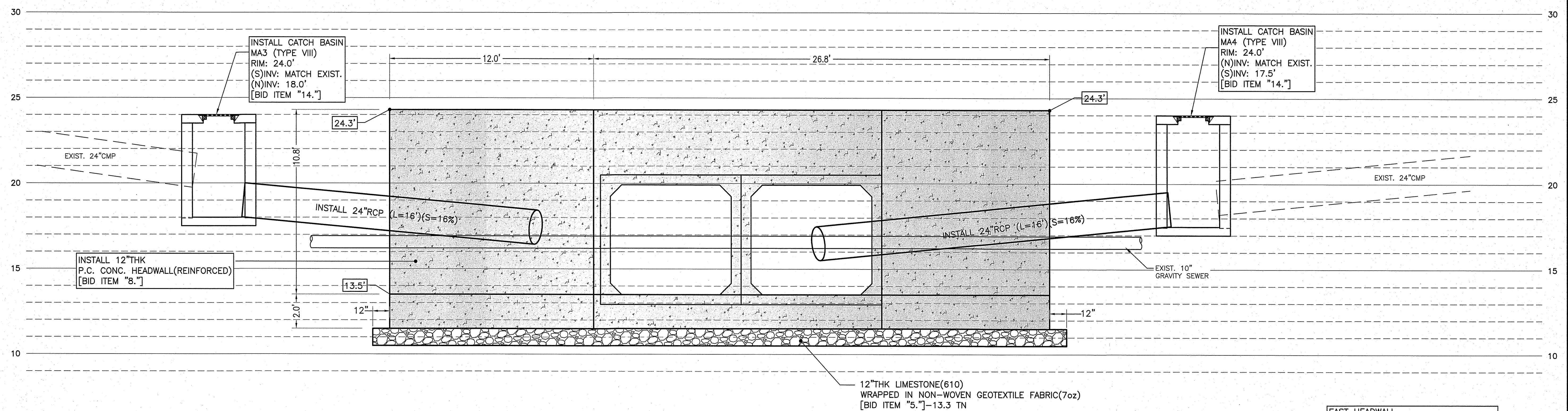


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SECTION C-C  
(WEST) P.C. CONCRETE HEADWALL

(AS VIEWED LOOKING DOWNSTREAM)  
SCALE: 1" = 3'



SECTION D-D  
(EAST) P.C. CONCRETE HEADWALL

(AS VIEWED LOOKING UPSTREAM)  
SCALE: 1" = 3'

NOTE:

CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF EXISTING DRAINAGE  
PRIOR TO ORDERING PRECAST CATCH BASINS



SCALE: 1" = 3'  
DATE: 3/7/2024  
DRAWN: M.F.H.  
CHECKED: M.D.R.

SECTIONS

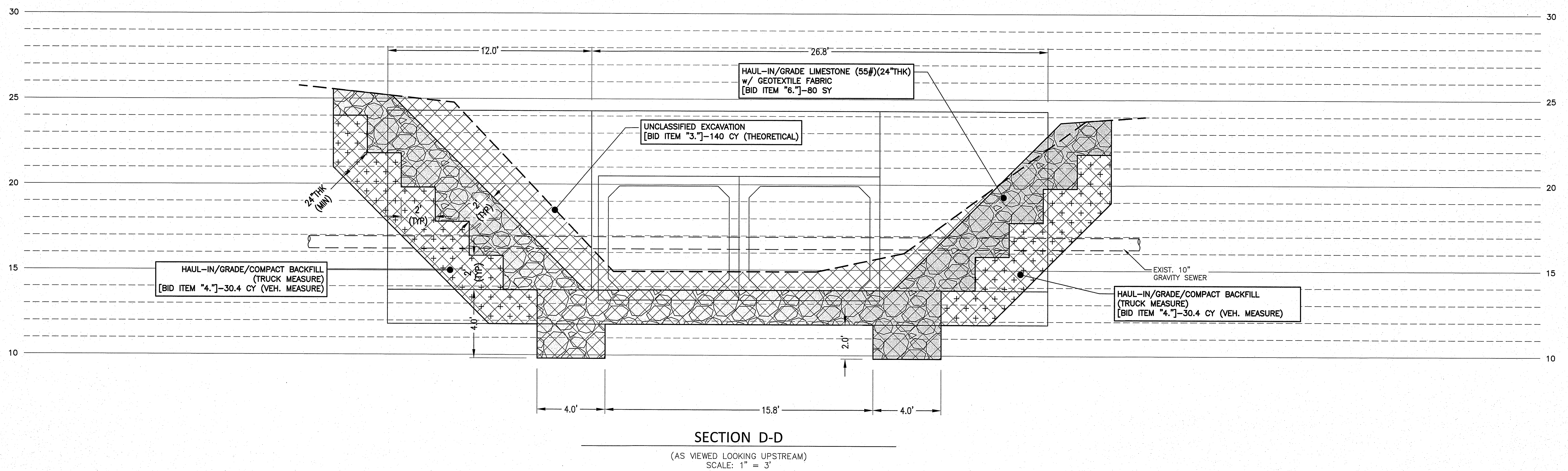
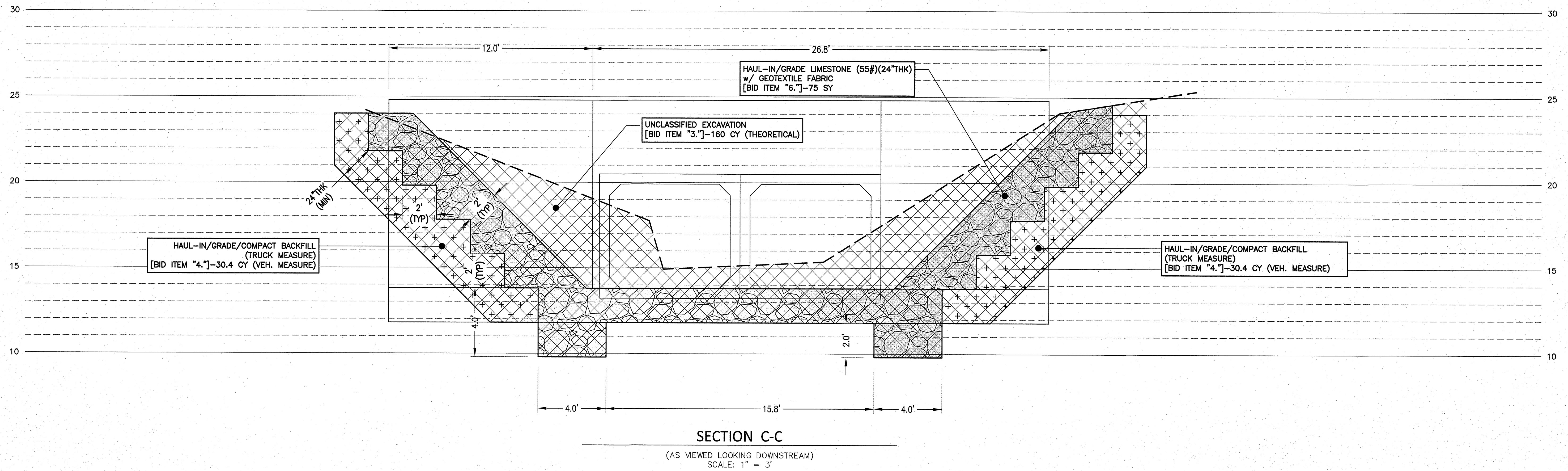
MOONEY AVE  
RCB CROSSING W2-L2D  
for  
CITY OF HAMMOND

Spangler Engineering, LLC  
CONSULTING CIVIL ENGINEERS  
214 S.W. RAILROAD AVENUE  
P.O. BOX 1374  
HAMMOND, LOUISIANA 70404  
(985) 542-8865 FAX: (985) 542-0046

SHEET

11






SCALE:	1" = 3'
DATE:	3/7/2024
DRAWN:	M.F.H.
CHECKED:	M.D.R.

## BANK STABILIZATION DETAIL

**MOONEY AVE**  
**RCB CROSSING W2-L2D**

for  
CITY OF HAMMOND

 **Spangler Engineering, LLC**  
CONSULTING CIVIL ENGINEERS  
214 S.W. RAILROAD AVENUE  
O. BOX 1374  
HAWKINSVILLE, GA 30404  
(985) 542-8665 FAX: (985) 542-0046

SHEET

# 12









SCALE: N.T.S.  
DATE: 3/7/2024  
DRAWN: M.F.H.  
CHECKED: M.D.R.

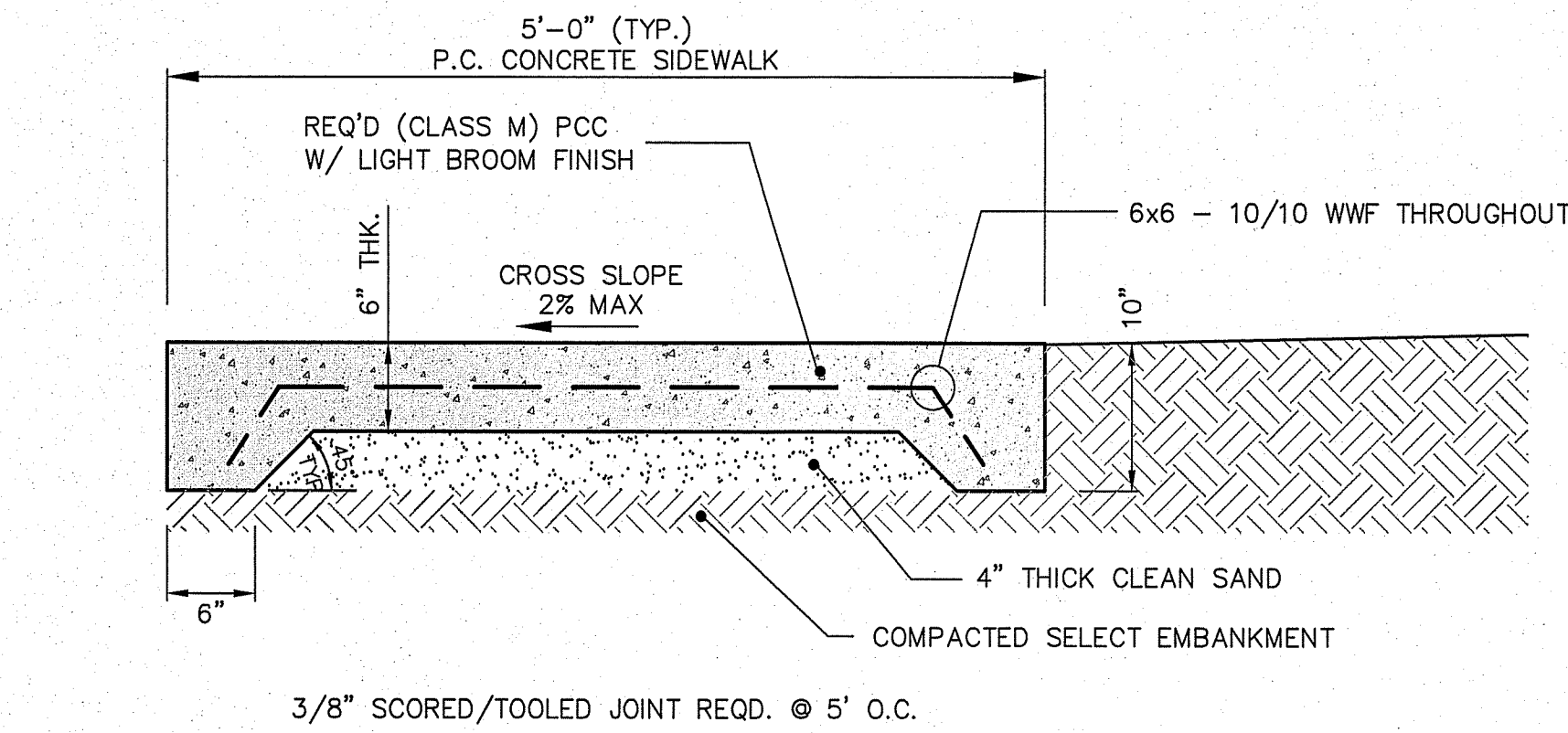
DETAILS

MOONEY AVE  
RCB CROSSING W2-I2D  
for  
CITY OF HAMMOND

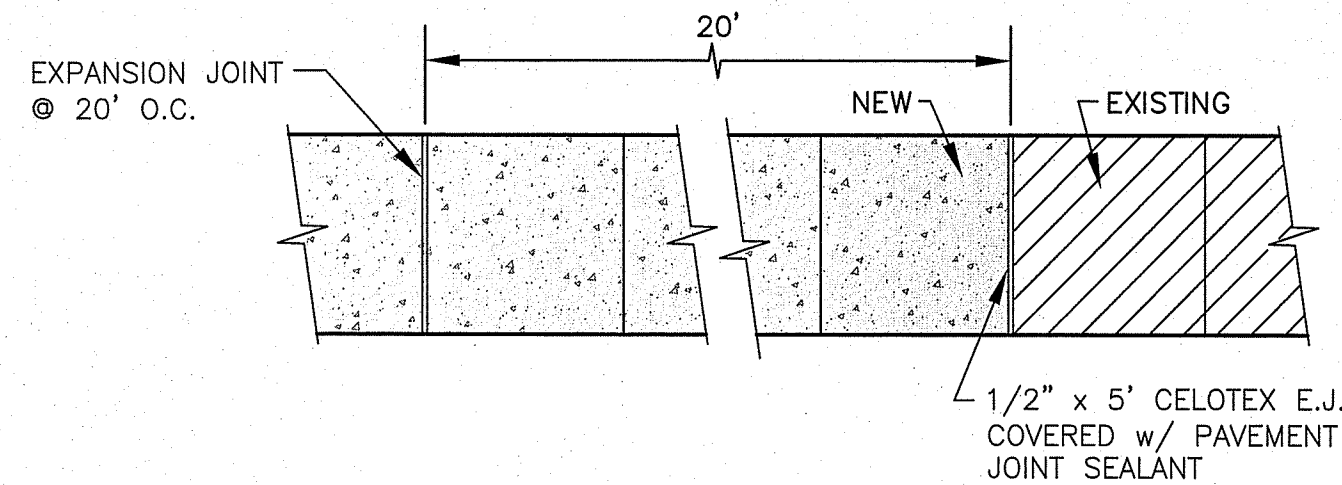
Spangler Engineering, LLC  
CONSULTING CIVIL ENGINEERS  
214 S.W. RAILROAD AVENUE  
P.O. BOX 1374  
HAMMOND, LOUISIANA 70404  
(985) 542-8665 FAX: (985) 542-0046

SHEET

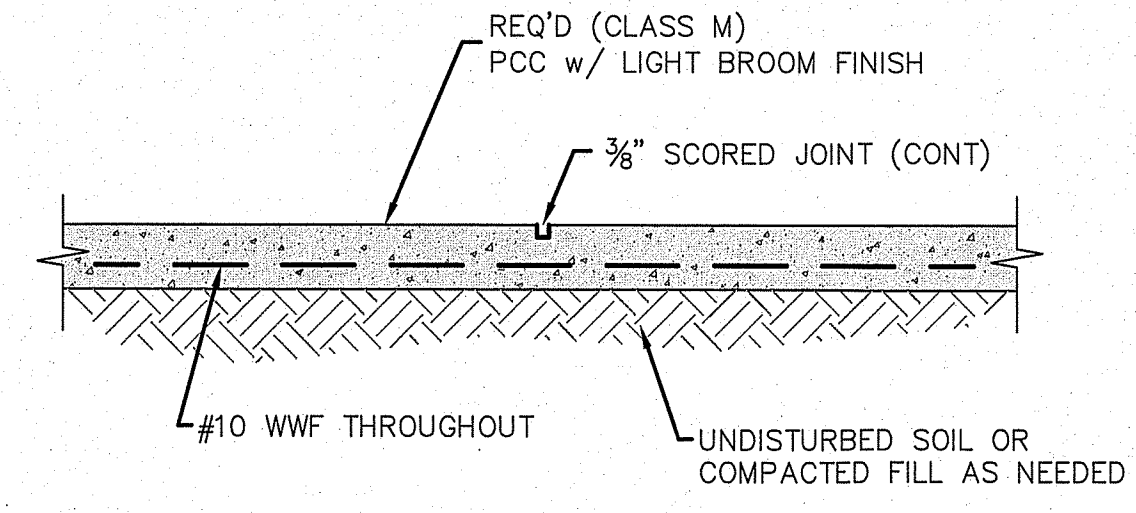
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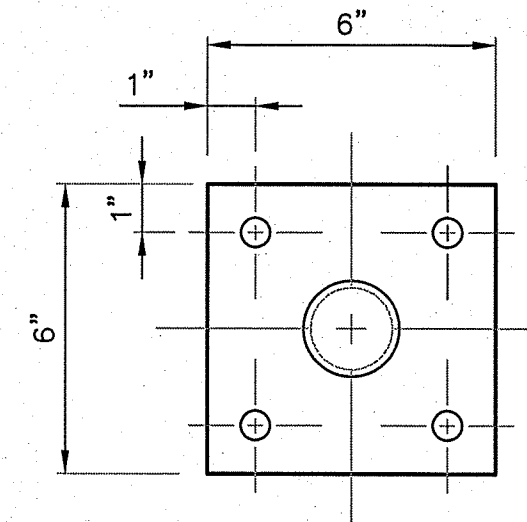
**A** TYPICAL SIDEWALK SECTION  
N.T.S.



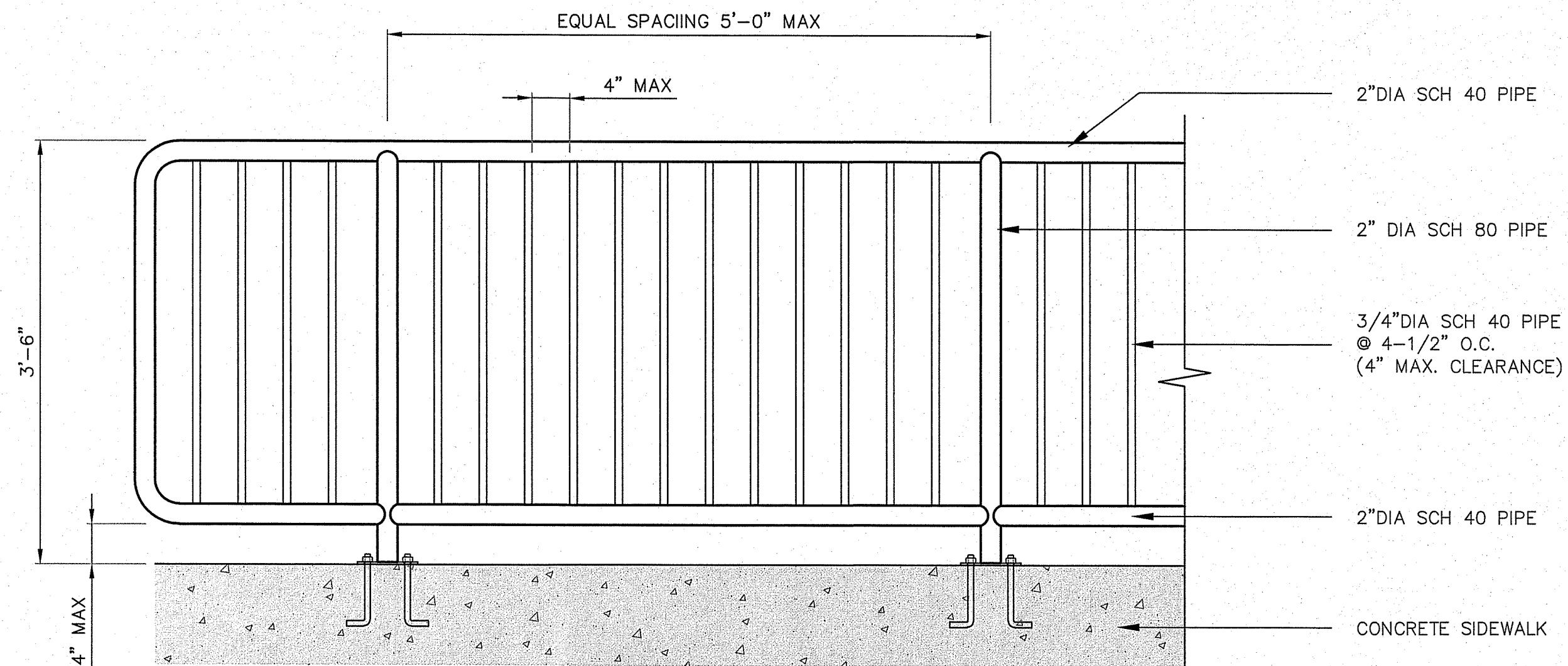
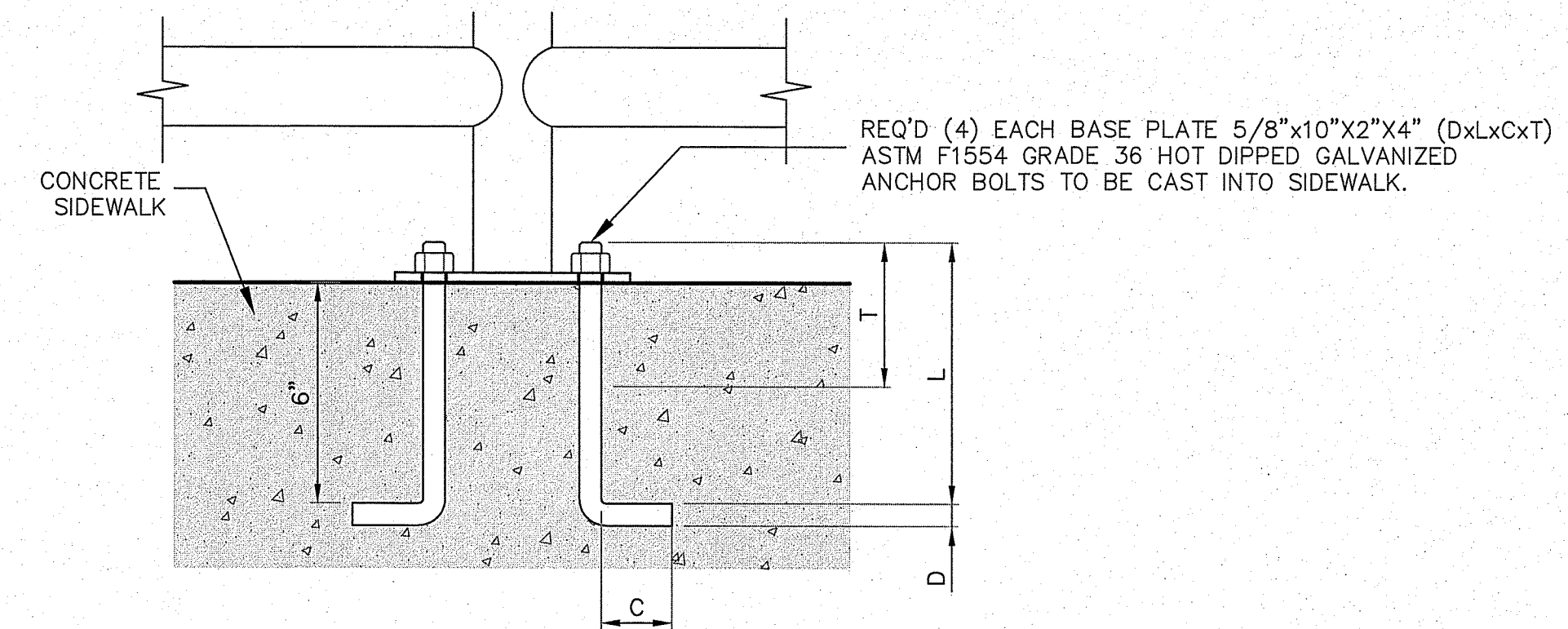
**B** JOINT LAYOUT DETAIL  
N.T.S.



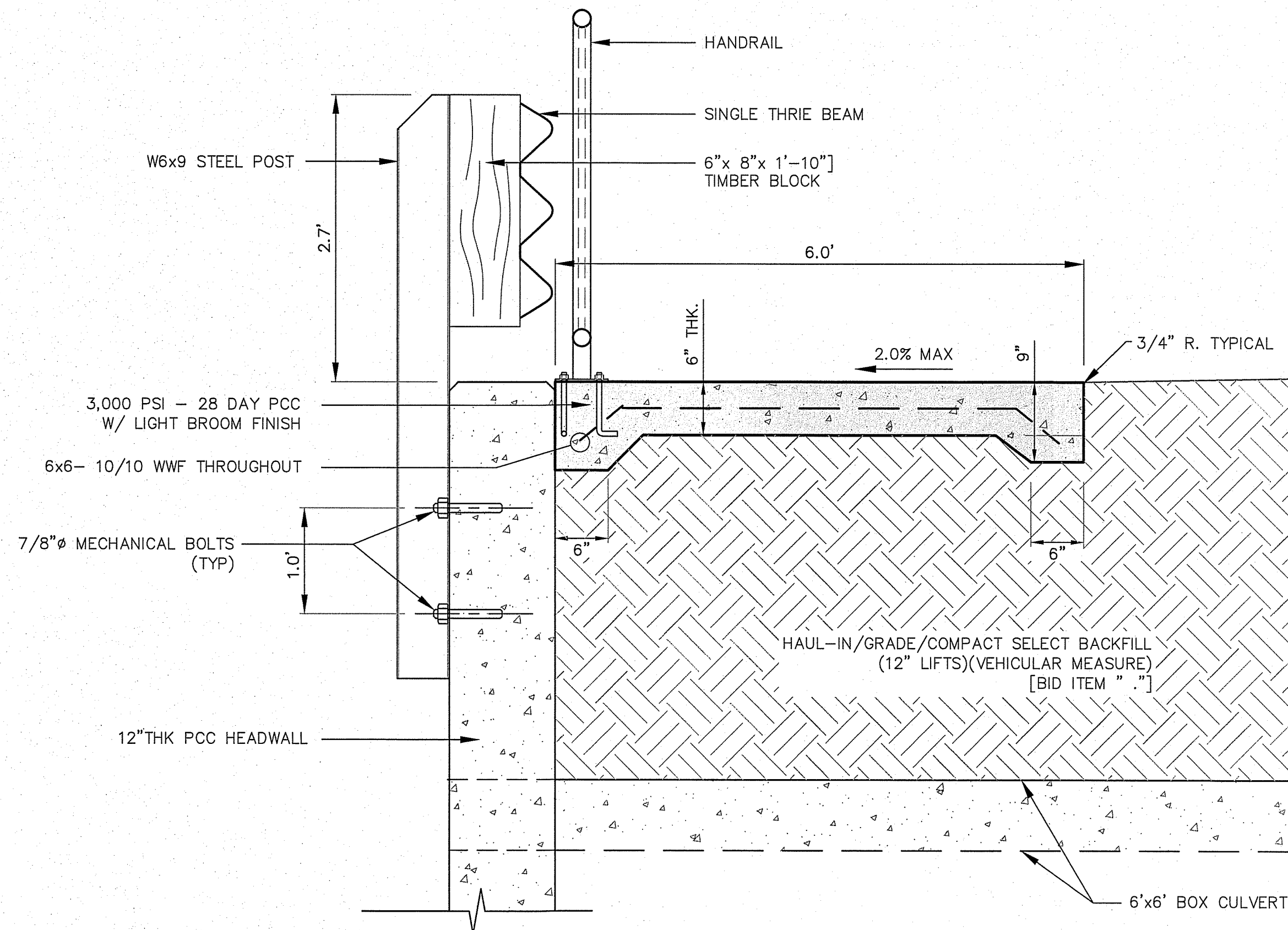
**C** CONTROL (DUMMY) JOINT  
(LONGITUDINAL SECTION)  
N.T.S.



**E1** BASEPLATE DETAIL  
N.T.S.



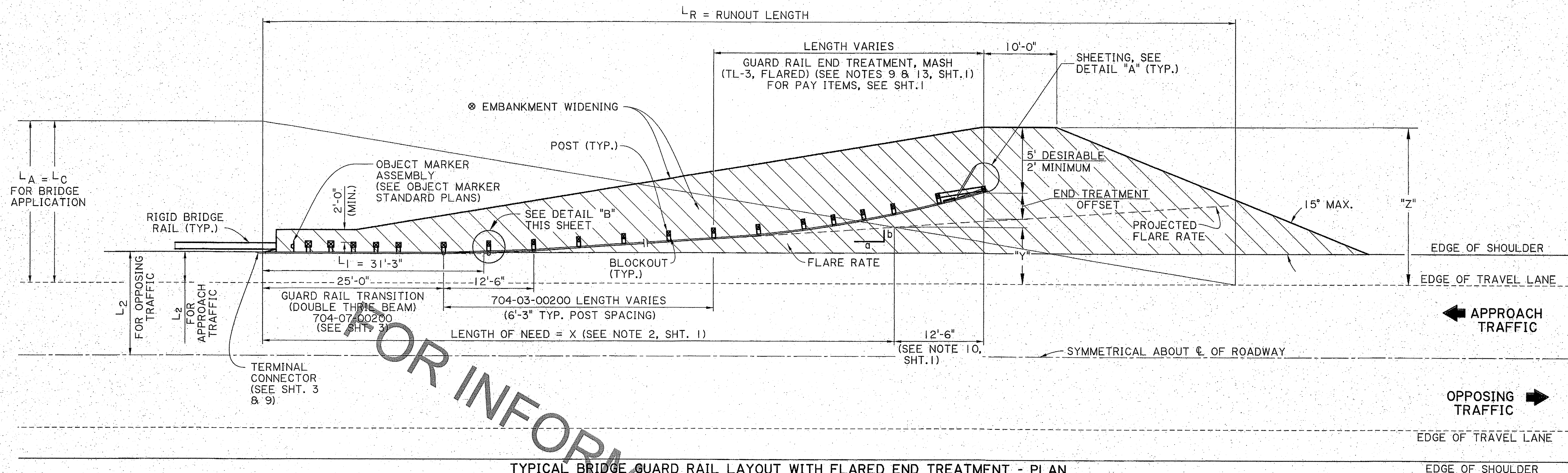
**E** HANDRAIL DETAIL  
N.T.S.



**D** SIDEWALK WITH BARRIER CURB  
N.T.S.

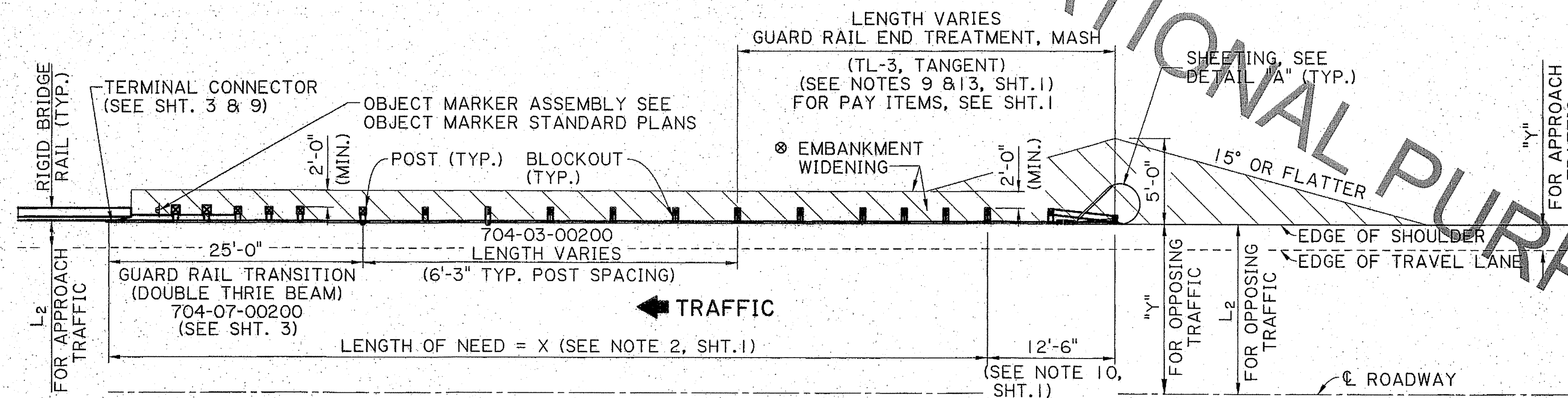


K:\2023 LAND PROJECTS\Hammond Bridge Improv 2024 - Mooney RCB\Wing\_2-12 Design Mooney Box Culvert.dwg, 3/5/2024 12:00:20 PM



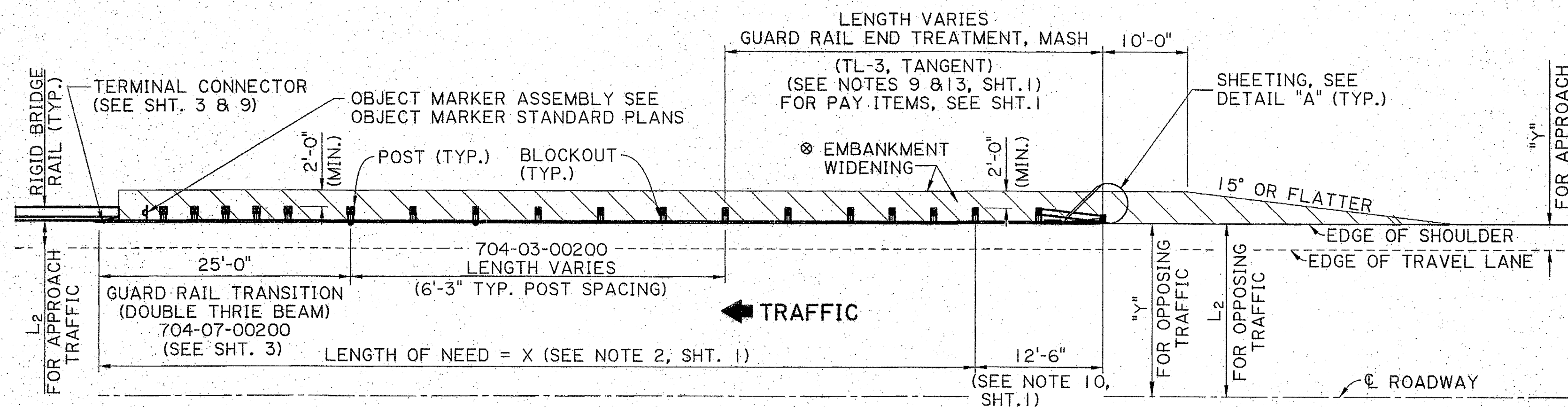
TYPICAL BRIDGE GUARD RAIL LAYOUT WITH FLARED END TREATMENT - PLAN

NOTES: LAYOUT SIMILAR FOR OTHER QUADRANTS OF BRIDGE END  
SEE NOTES 5, 8, AND 12, SHT. 1.



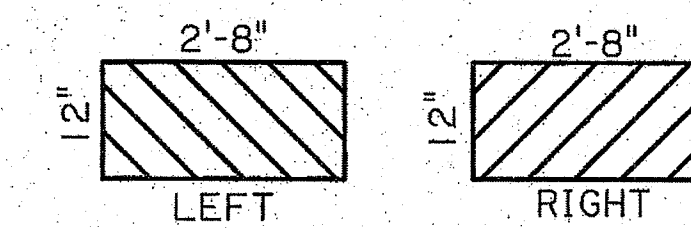
TYPICAL BRIDGE GUARD RAIL LAYOUT WITH TANGENT END TREATMENT - PREFERRED GRADING - PLAN

SEE NOTES 5, 8, AND 12, SHT. 1.

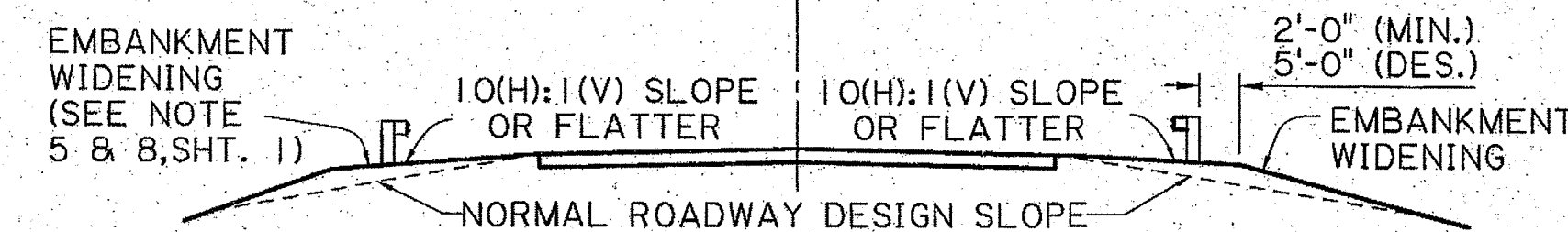
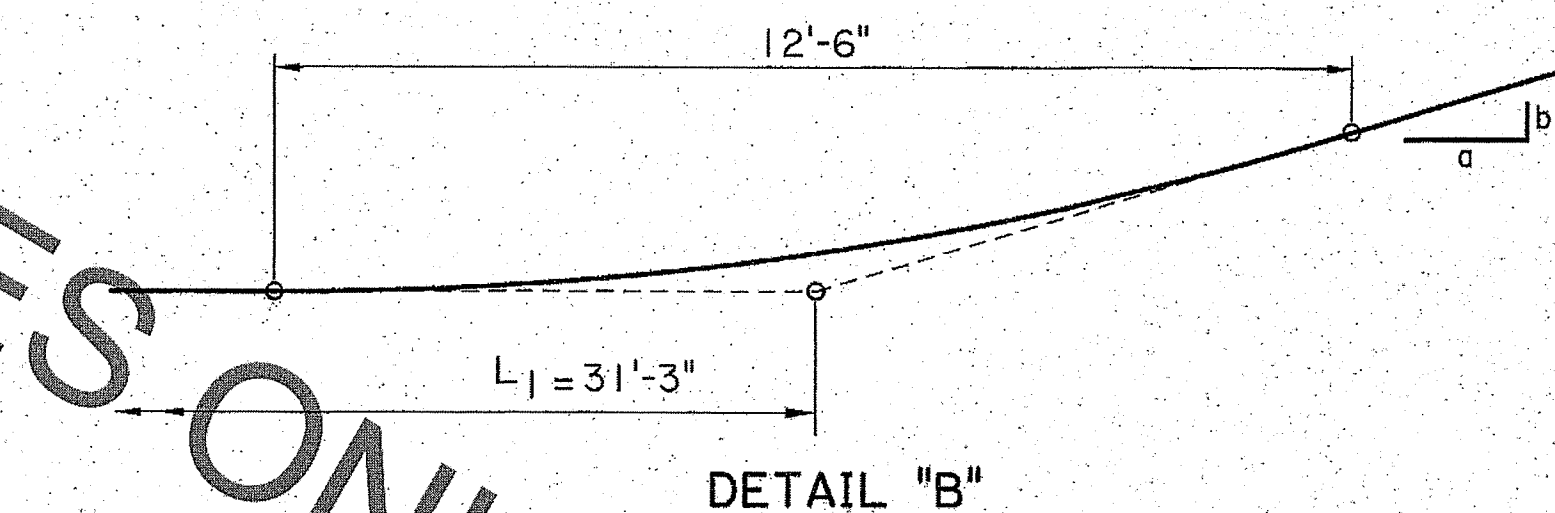


TYPICAL BRIDGE GUARD RAIL LAYOUT WITH TANGENT END TREATMENT - ALTERNATIVE GRADING - PLAN

SEE NOTES 5, 8, AND 12, SHT. 1.



DETAIL "A"  
RETROREFLECTIVE SHEETING  
(SEE SHT. 1 NOTE 11)

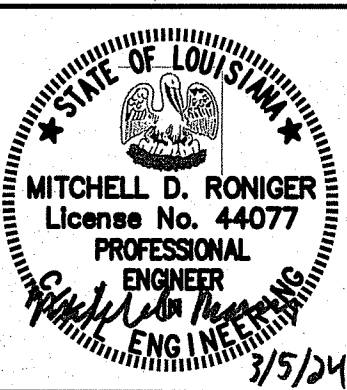


TYPICAL EMBANKMENT WIDENING SECTION

NOTES:

THE DETAILS SHOWN ON THIS SHEET SHALL BE USED TO CONNECT GUARD RAIL TO  
RIGID BRIDGE RAILS. DETAILS FOR CONNECTING TO A FLEXIBLE BRIDGE RAIL ARE  
SHOWN ON STANDARD PLAN GRR-06, "APPROACH GUARD RAIL FOR STRUCTURES WITH  
FLEXIBLE RAILS."

SHEET NUMBER		PARISH		DESIGN		CHECK		DETAIL		CHECK		REVIEW		SERIES	
		P. FOSSIER		K. BRAUNER		J. DOUCET		K. BRAUNER		C. GUIDRY		2 OF 11			
<p>STATE OF LOUISIANA KURT M. BRAUNER License No. 30567 PROFESSIONAL ENGINEER IN CIVIL ENGINEERING 3/2/23</p>															
<p>APPROVED BY CHIEF ENGINEER DATE: 4/13/2023</p>															
<p>STATE OF LOUISIANA BRIDGE AND STRUCTURAL DESIGN</p>															
<p>HIGHWAY GUARD RAIL (MASH) BRIDGE APPLICATION (TYPICAL LAYOUT)</p>															
<p>BD-1.1.0.02 GR-MASH-ON STANDARD PLAN</p>															



SCALE: N.T.S.  
DATE: 3/7/2024  
DRAWN: M.F.H.  
CHECKED: M.D.R.

STANDARD DETAILS

MOONEY AVE  
RCB CROSSING W2-L2D

for  
CITY OF HAMMOND

Spangler Engineering, LLC  
CONSULTING CIVIL ENGINEERS  
214 S.W. RAILROAD AVENUE  
P.O. BOX 1374  
HAMMOND, LOUISIANA 70404  
(985) 542-8865 FAX: (985) 542-0046

SHEET

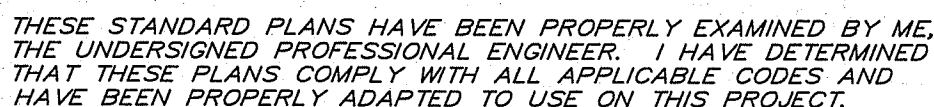
15

THESE STANDARD PLANS HAVE BEEN PROPERLY EXAMINED BY ME,  
THE UNDERSIGNED PROFESSIONAL ENGINEER, I HAVE DETERMINED  
THAT THESE PLANS COMPLY WITH ALL APPLICABLE CODES AND  
HAVE BEEN PROPERLY ADAPTED TO USE ON THIS PROJECT.



16

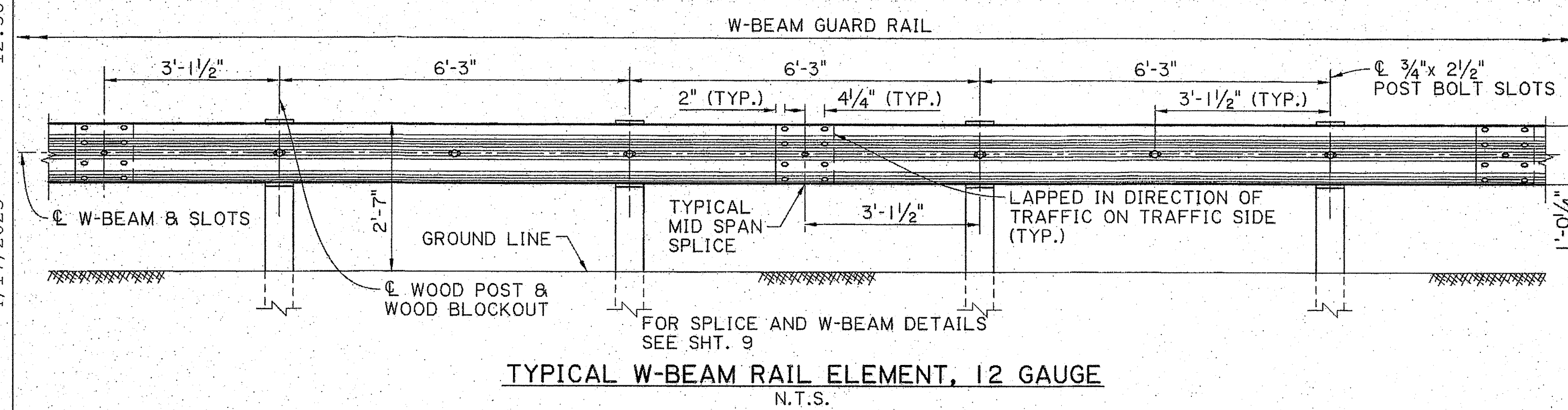




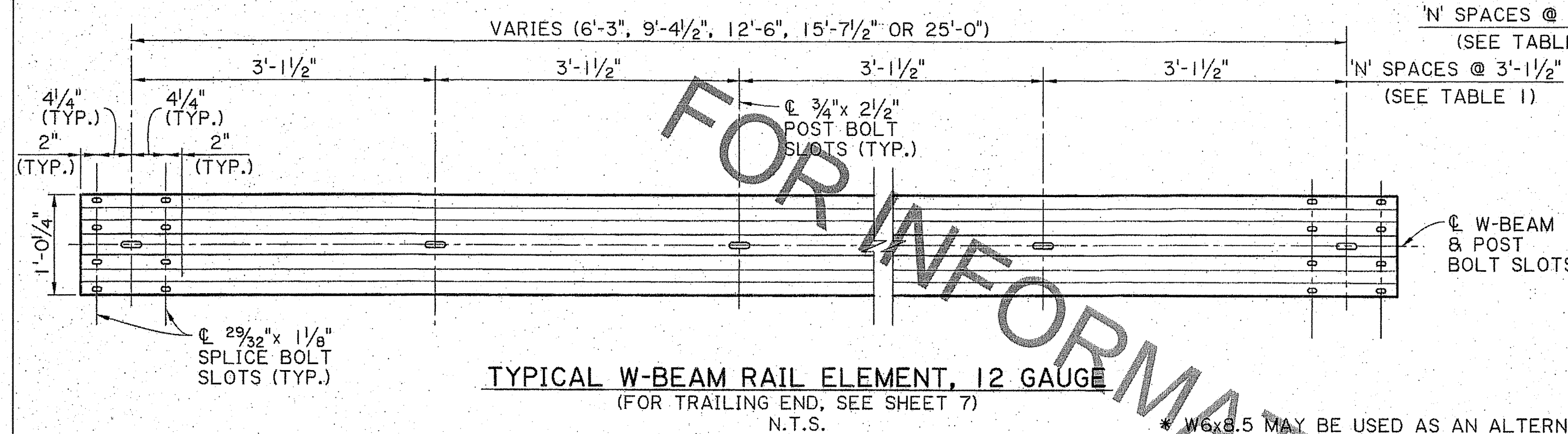


K:\2023 LAND PROJECTS\Hammond Bridge Improv 2024 - Mooney RCB\dwg\17-22 DOTD Standard details.dwg, 3/5/2024 12:02:47 PM

4/17/2023 12:58



TYPICAL W-BEAM RAIL ELEMENT, 12 GAUGE  
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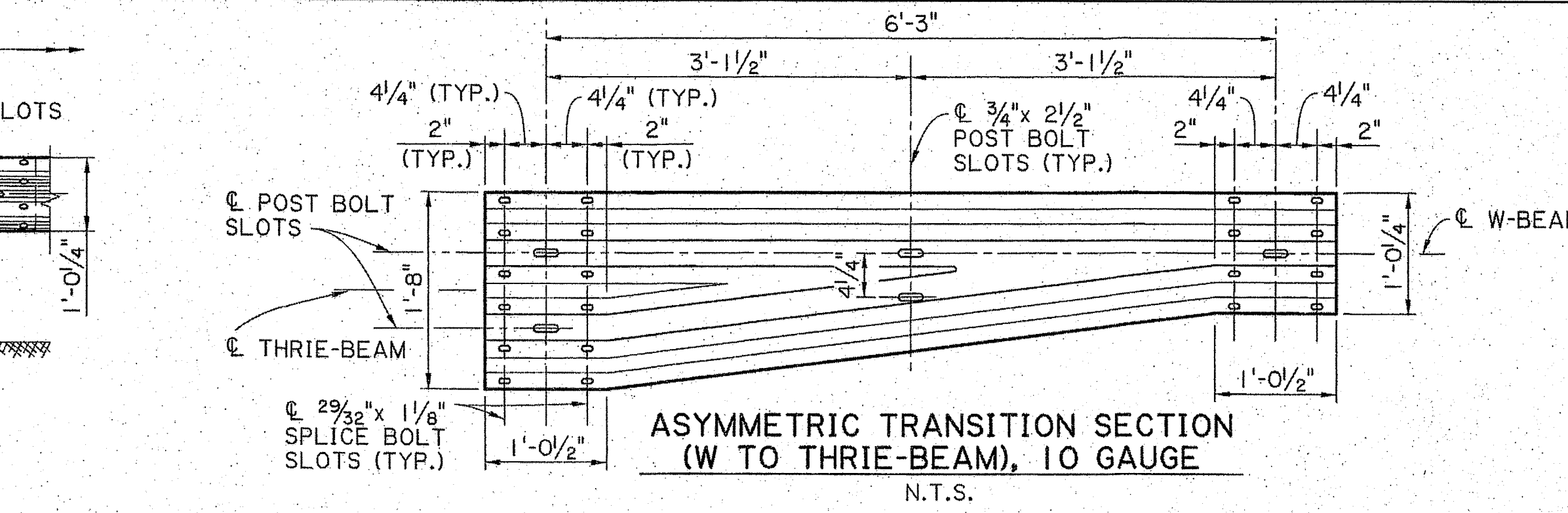
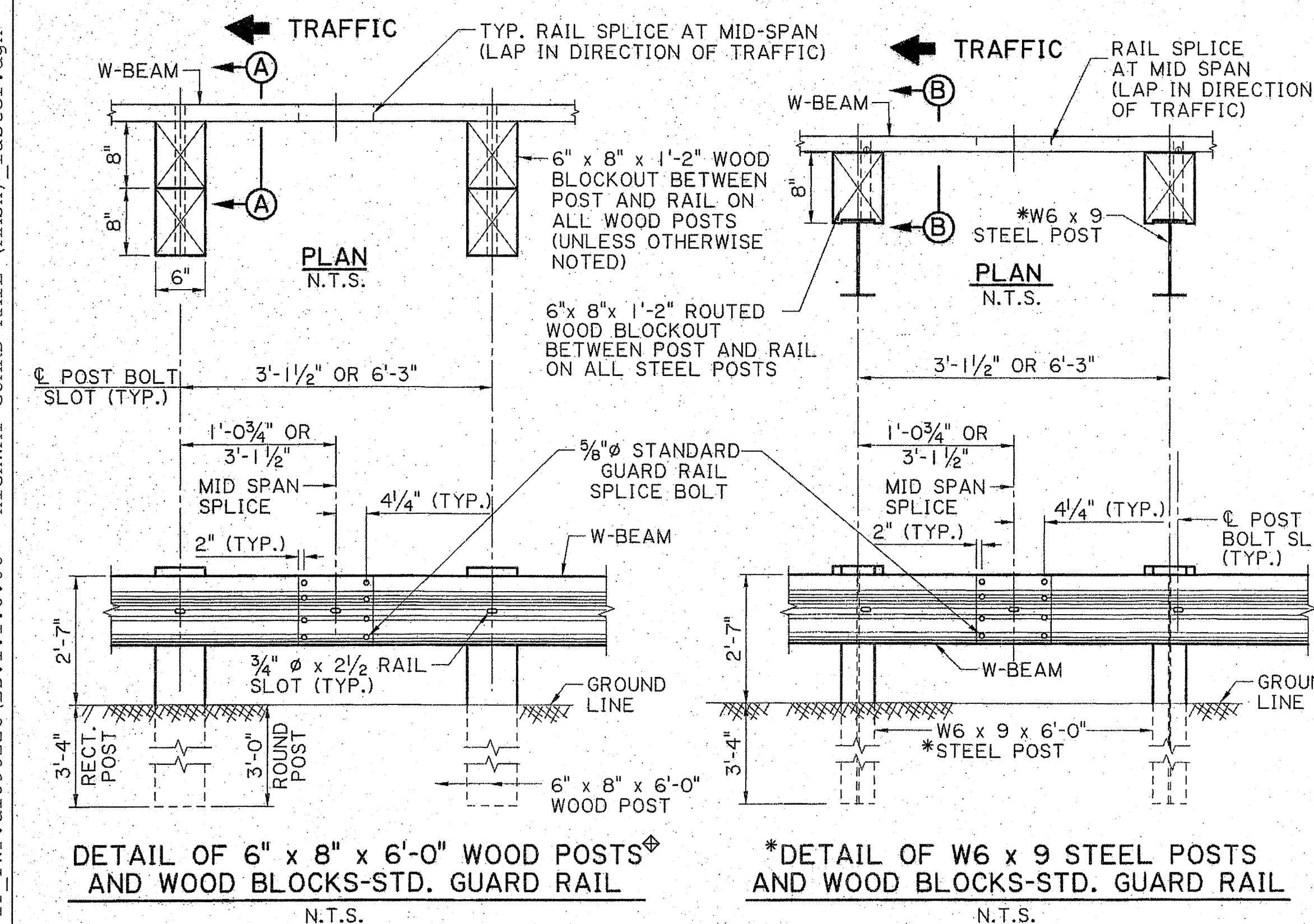


TYPICAL W-BEAM RAIL ELEMENT, 12 GAUGE  
(FOR TRAILING END, SEE SHEET 7)  
N.T.S.

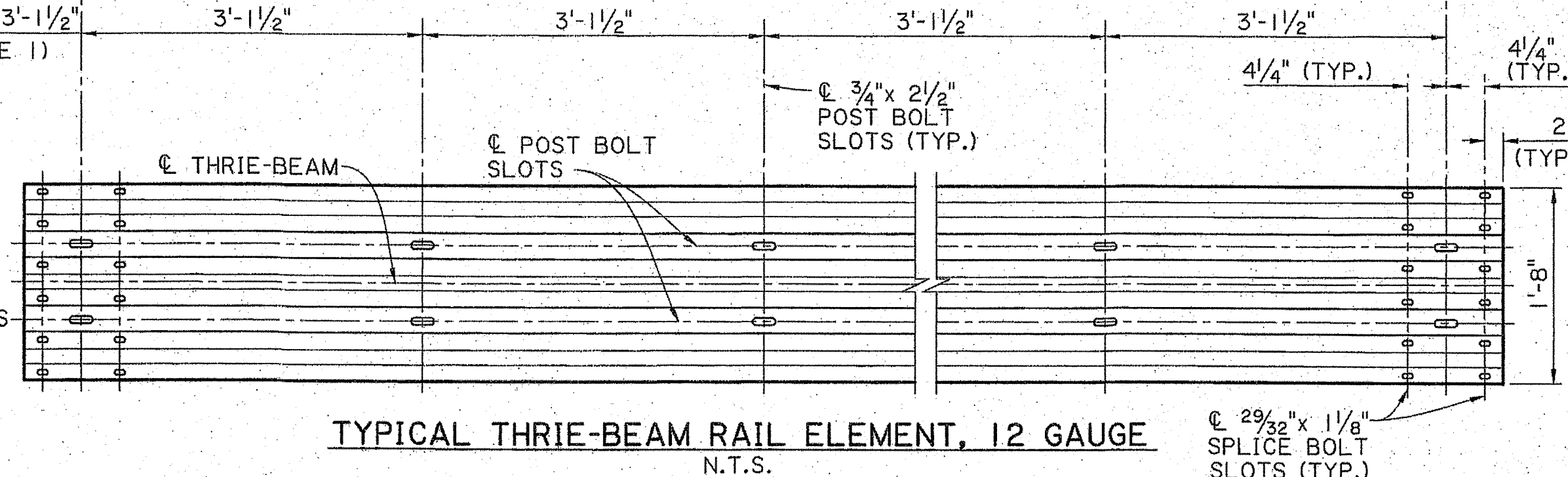
TABLE 1: ELEMENT SUMMARY TABLE:

PANEL TYPE	NUMBER OF SPACES 'N'	GAUGE	PANEL TYPE	NUMBER OF SPACES 'N'	GAUGE
6'-3" W-BEAM	2	12	6'-3" THRIE-BEAM	2	12
9'-4 1/2" W-BEAM	3	12	12'-6" THRIE-BEAM	4	12
12'-6" W-BEAM	4	12	25'-0" THRIE-BEAM	8	12
15'-7 1/2" W-BEAM	5	12	THRIE-BEAM TRANSITION	2	10
25'-0" W-BEAM	8	12			

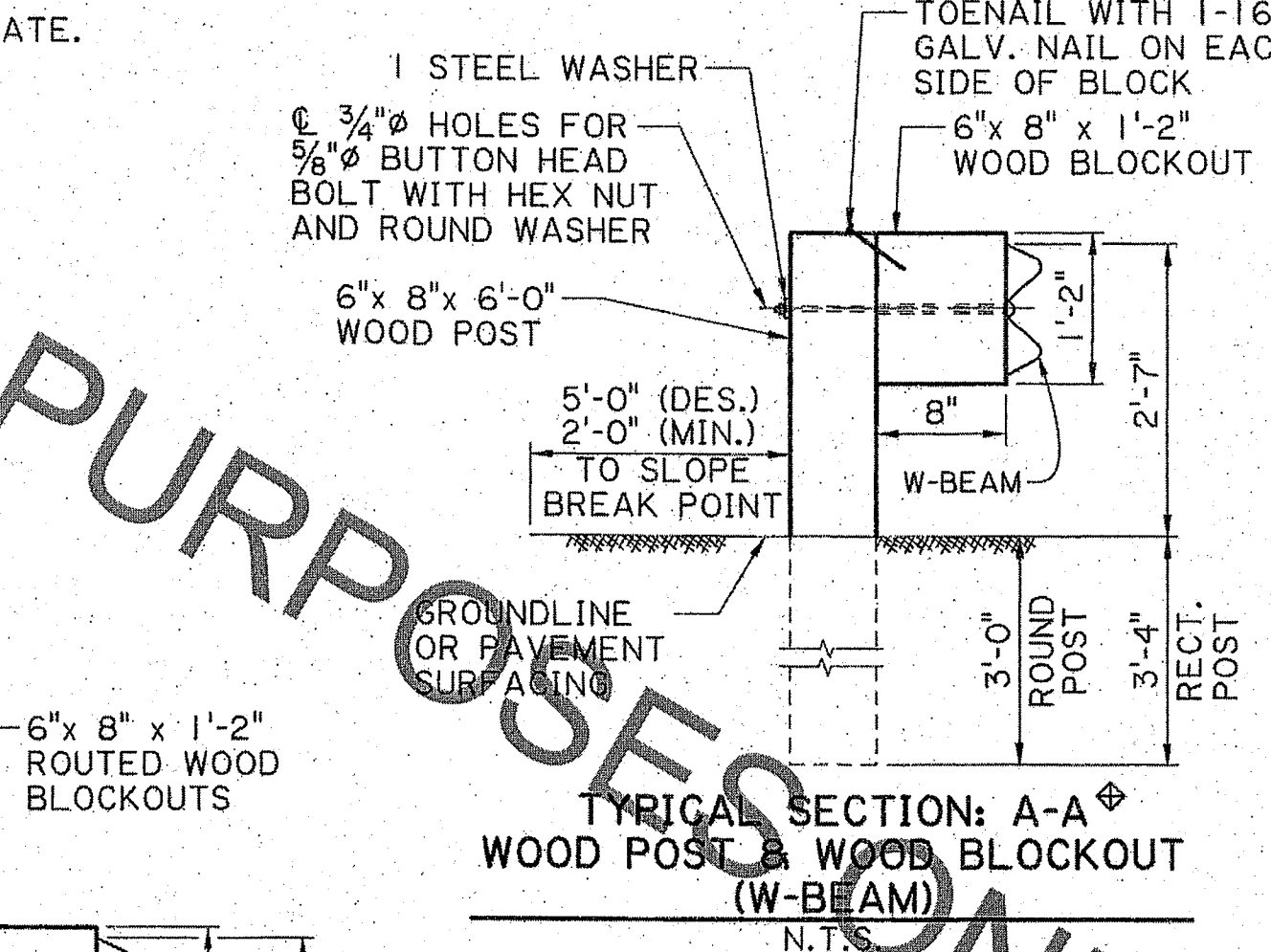
\* W6x8.5 MAY BE USED AS AN ALTERNATE.



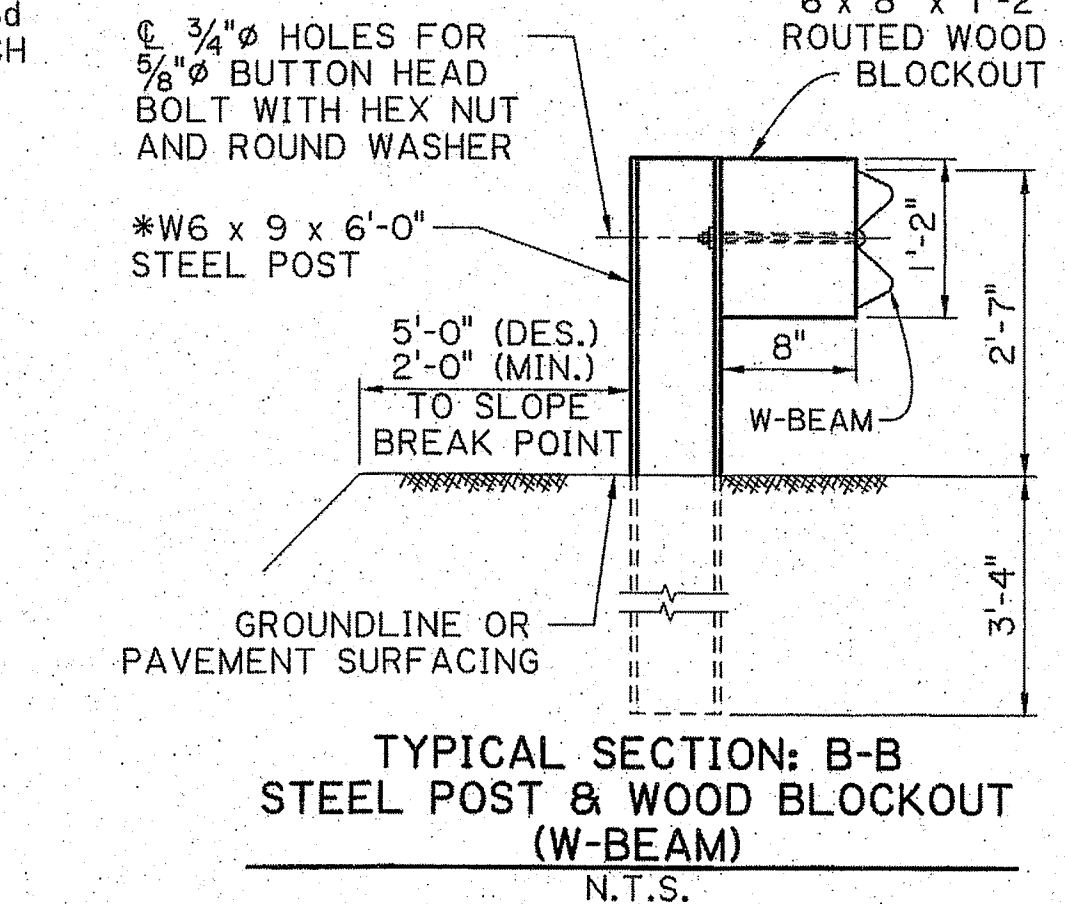
ASYMMETRIC TRANSITION SECTION  
(W TO THRIE-BEAM), 10 GAUGE  
N.T.S.



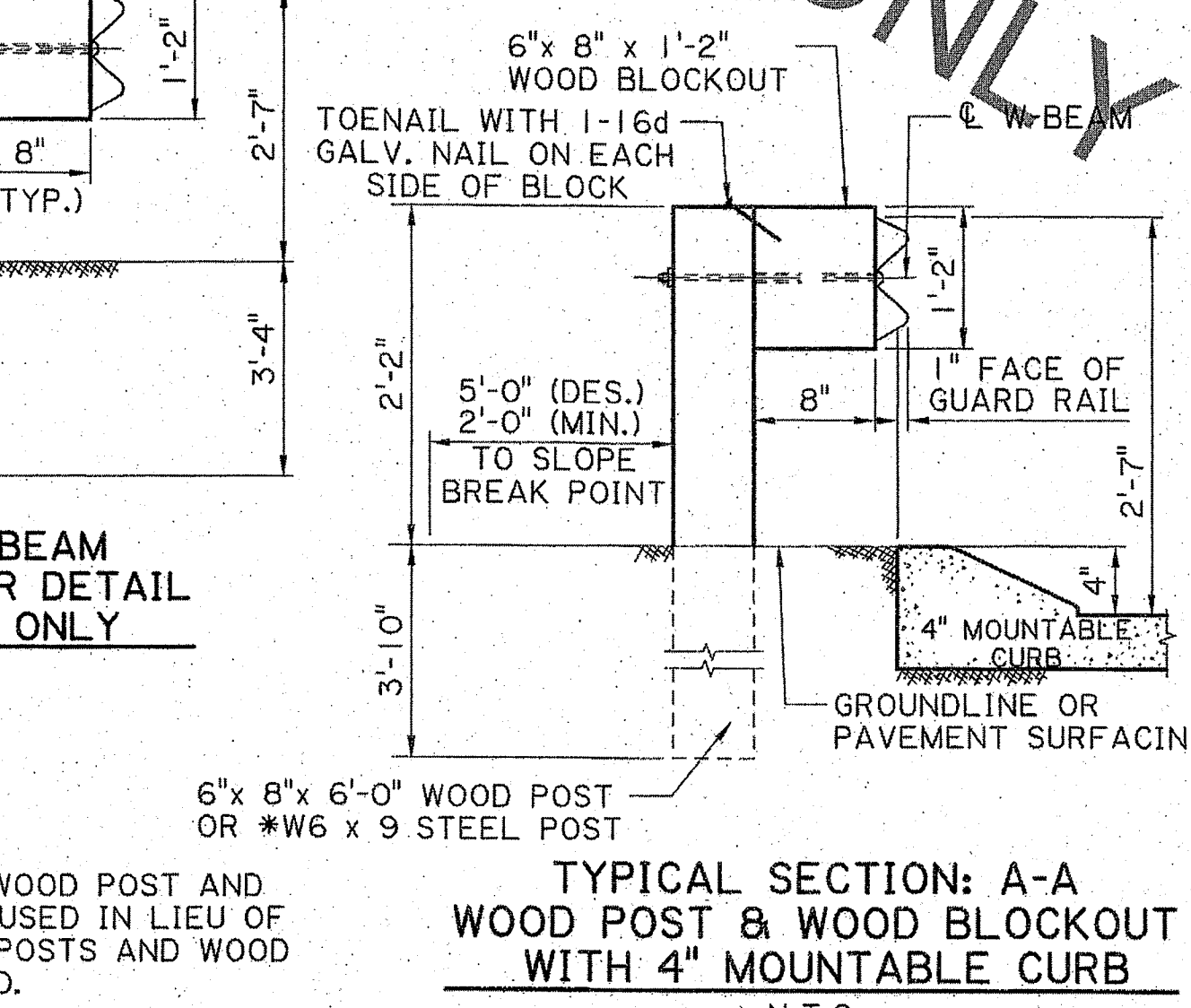
TYPICAL THRIE-BEAM RAIL ELEMENT, 12 GAUGE  
N.T.S.



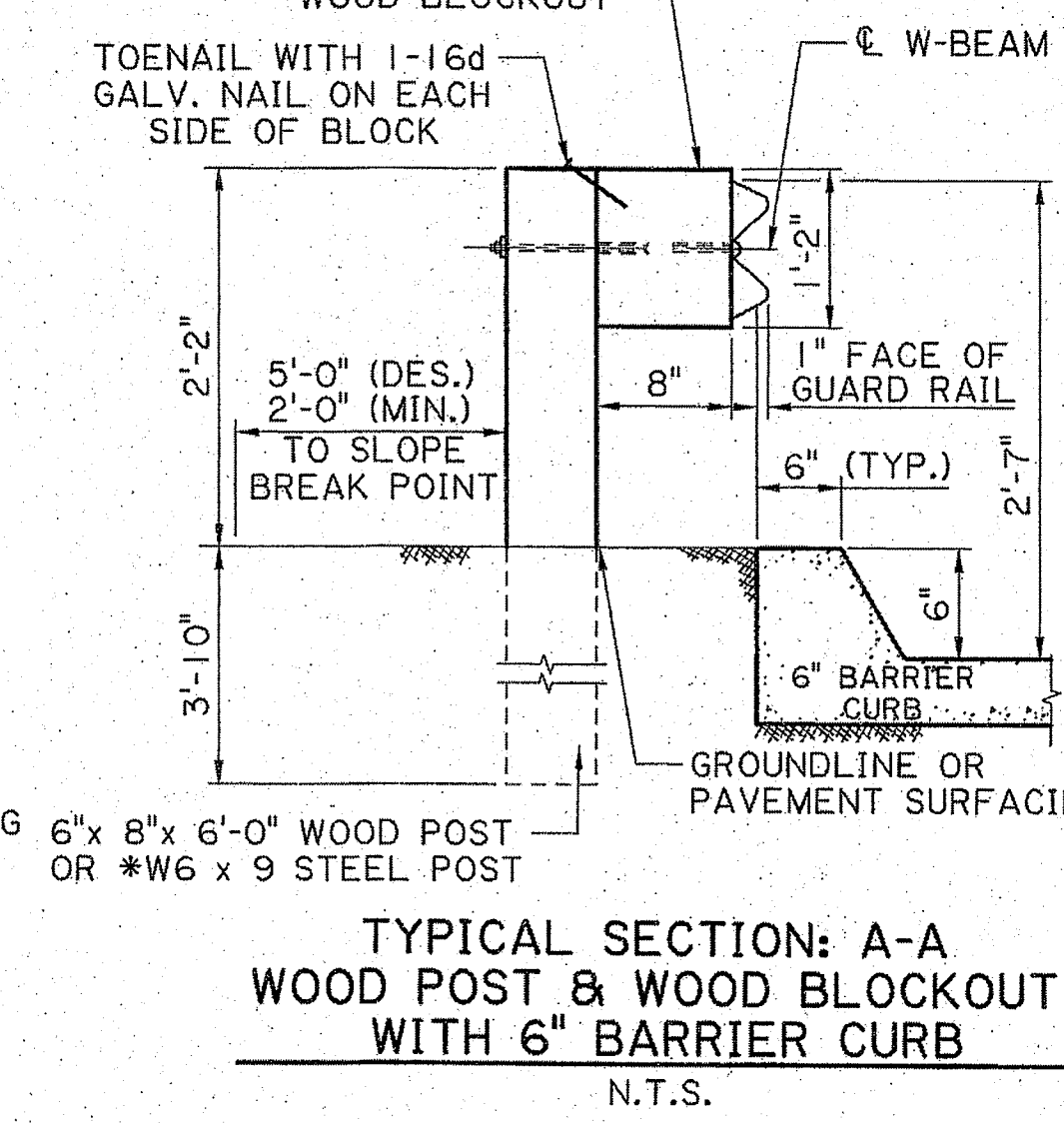
TYPICAL SECTION: A-A  
WOOD POST & WOOD BLOCKOUT  
(W-BEAM)  
N.T.S.



TYPICAL SECTION: B-B  
STEEL POST & WOOD BLOCKOUT  
(W-BEAM)  
N.T.S.



TYPICAL SECTION: A-A  
WOOD POST & WOOD BLOCKOUT  
WITH 4" MOUNTABLE CURB  
N.T.S.



TYPICAL SECTION: A-A  
WOOD POST & WOOD BLOCKOUT  
WITH 6" BARRIER CURB  
N.T.S.

SHEET NUMBER: 18

DESIGN: P. FOSSIER, K. BRAUNER, J. DOUCET, K. BRAUNER, C. GUIDRY  
CHECK: P. FOSSIER, K. BRAUNER, J. DOUCET, K. BRAUNER, C. GUIDRY  
REVIEW: P. FOSSIER, K. BRAUNER, J. DOUCET, K. BRAUNER, C. GUIDRY  
SERIES: 6 OF 11

STATE OF LOUISIANA  
KURT M. BRAUNER  
License No. 3657  
PROFESSIONAL ENGINEER  
IN  
CIVIL ENGINEERING  
4/15/2023

APPROVED BY CHIEF ENGINEER: [Signature]  
DATE: 4/15/2023

STATE OF LOUISIANA  
BRIDGE AND STRUCTURAL DESIGN

HIGHWAY GUARD RAIL (MASH)  
TYPICAL DETAILS AND SECTIONS

BD-11.1.0.06  
GR-MASH-ON

STANDARD DETAILS

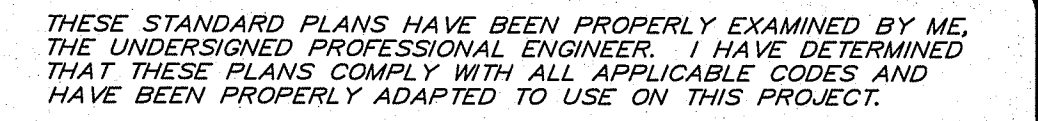
MOONEY AVE  
RCB CROSSING W2-L2D  
for  
CITY OF HAMMOND

Spangler Engineering, LLC  
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214 S.W. RAILROAD AVENUE  
P.O. BOX 1374  
HAMMOND, LOUISIANA 70404  
(985) 542-8865 FAX: (985) 542-0046

SHEET  
18

THESE STANDARD PLANS HAVE BEEN PROPERLY EXAMINED BY ME, THE UNDERSIGNED PROFESSIONAL ENGINEER. I HAVE DETERMINED THAT THESE PLANS COMPLY WITH ALL APPLICABLE CODES AND HAVE BEEN PROPERLY ADAPTED TO USE ON THIS PROJECT.



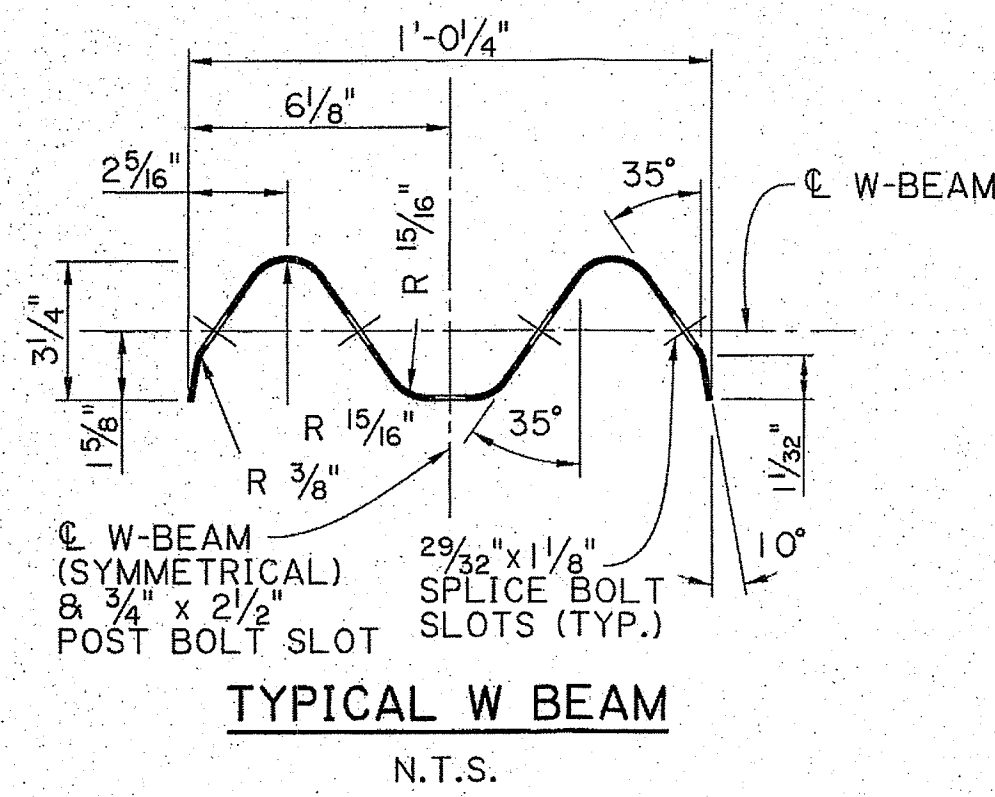




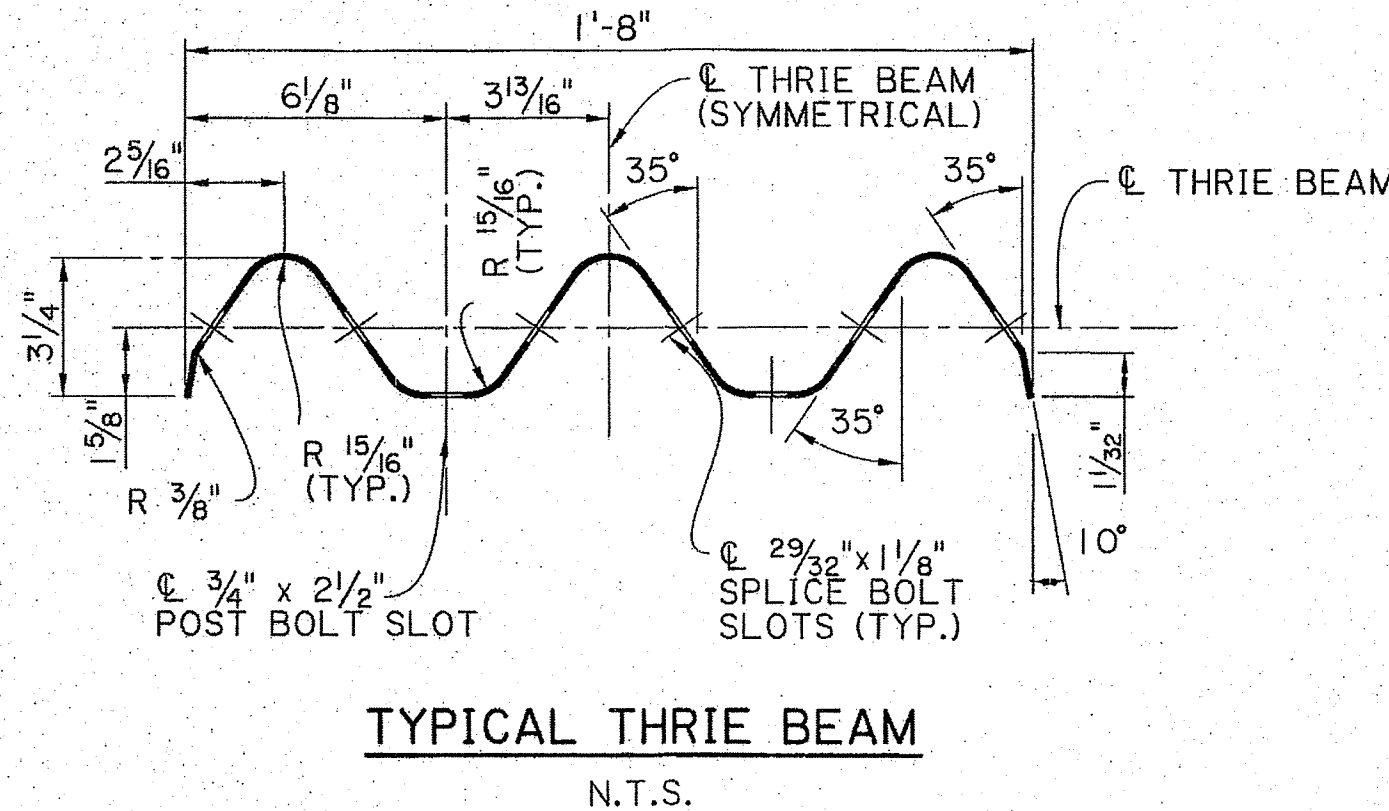
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IP\_PWP:d10982226\BD.1.1.0.09 - HIGHWAY GUARD RAIL (MASH)\_raster.dgn

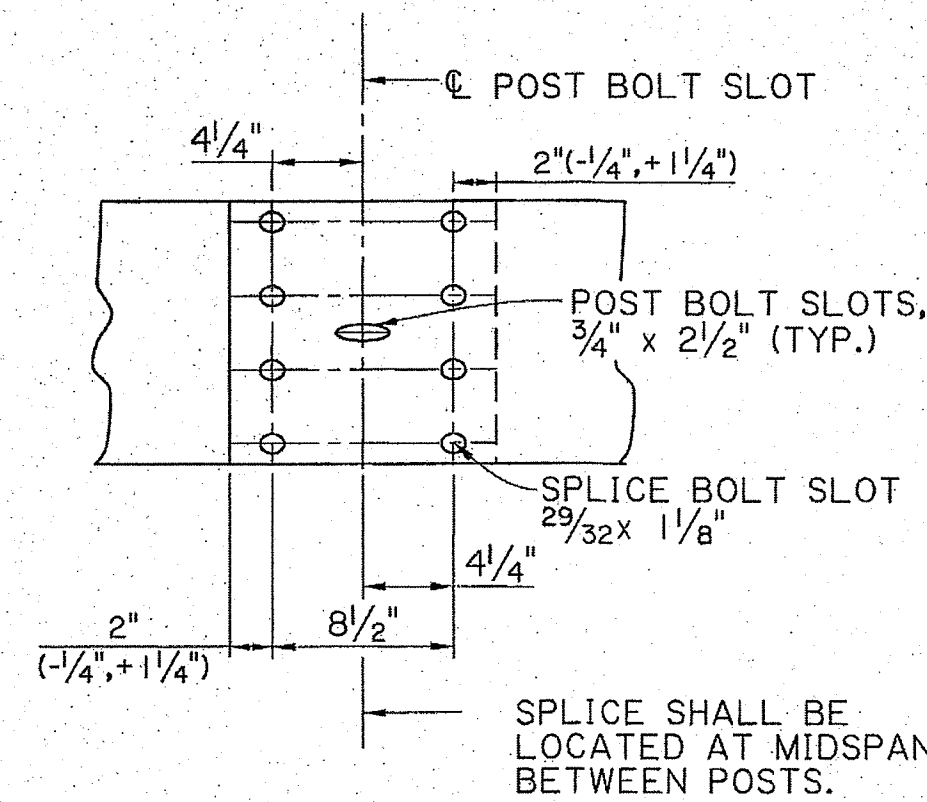
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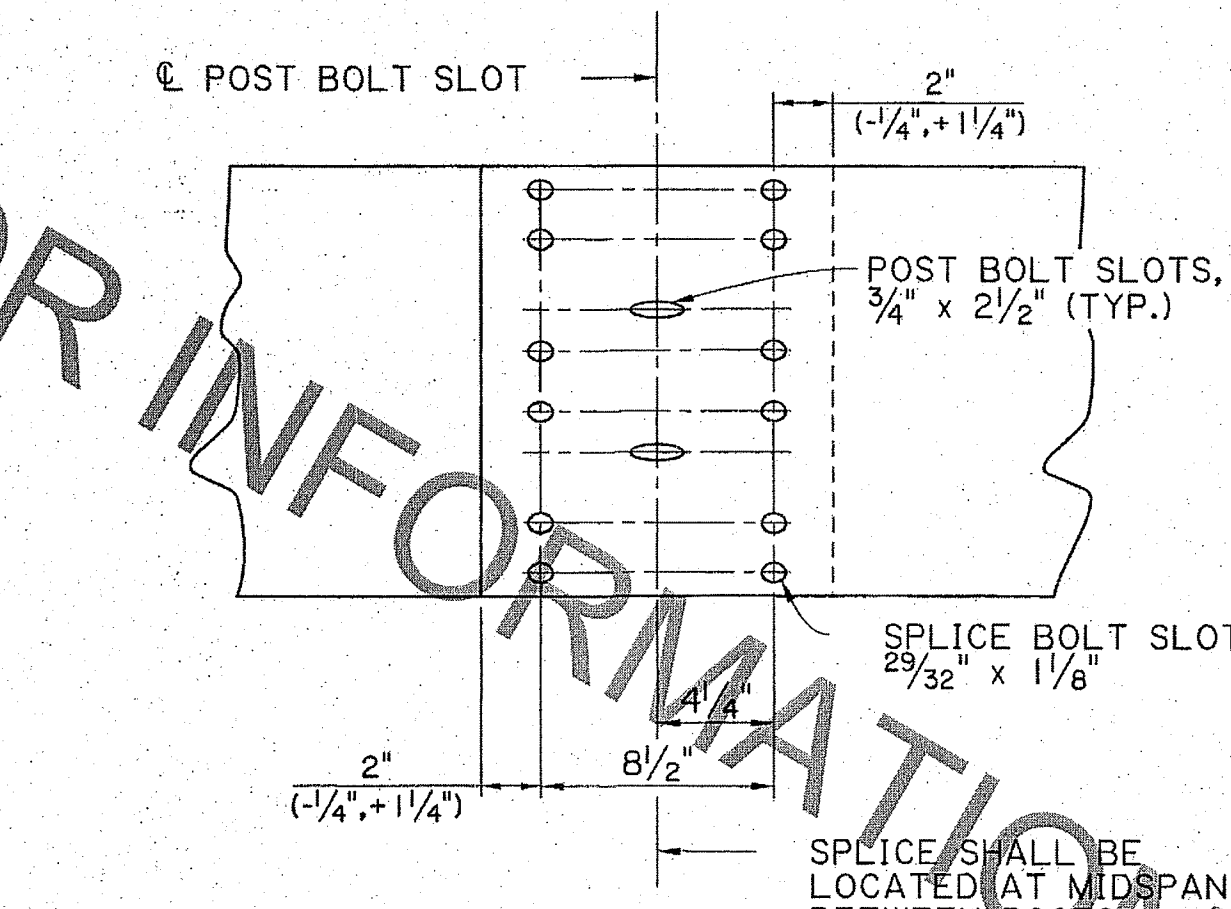
TYPICAL W BEAM  
N.T.S.



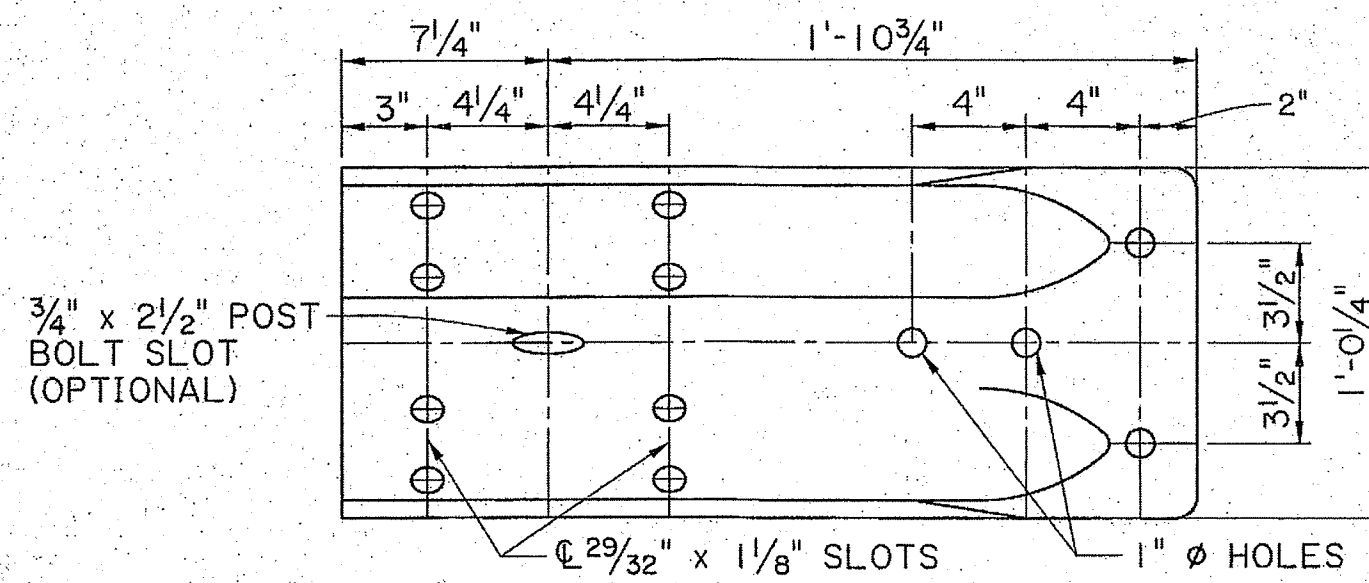
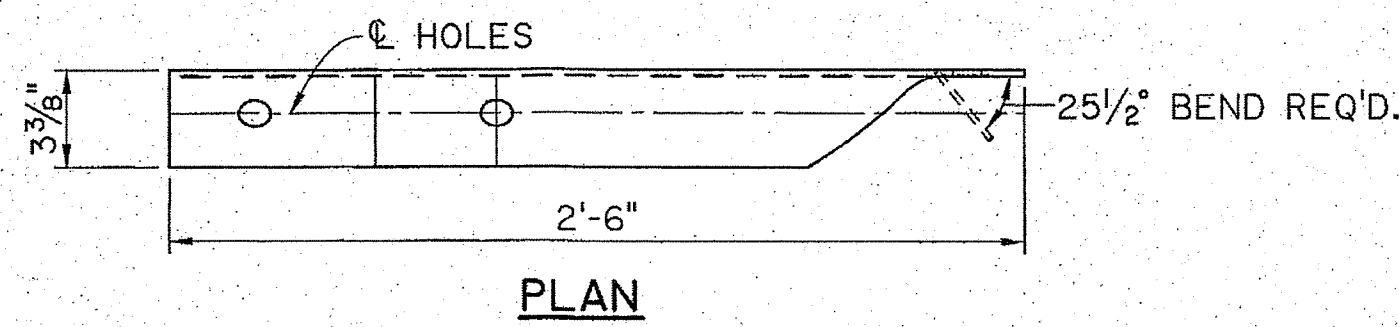
TYPICAL THRIE BEAM  
N.T.S.



TYPICAL W-BEAM SPLICE DETAIL - ELEVATION  
5/8\"/>



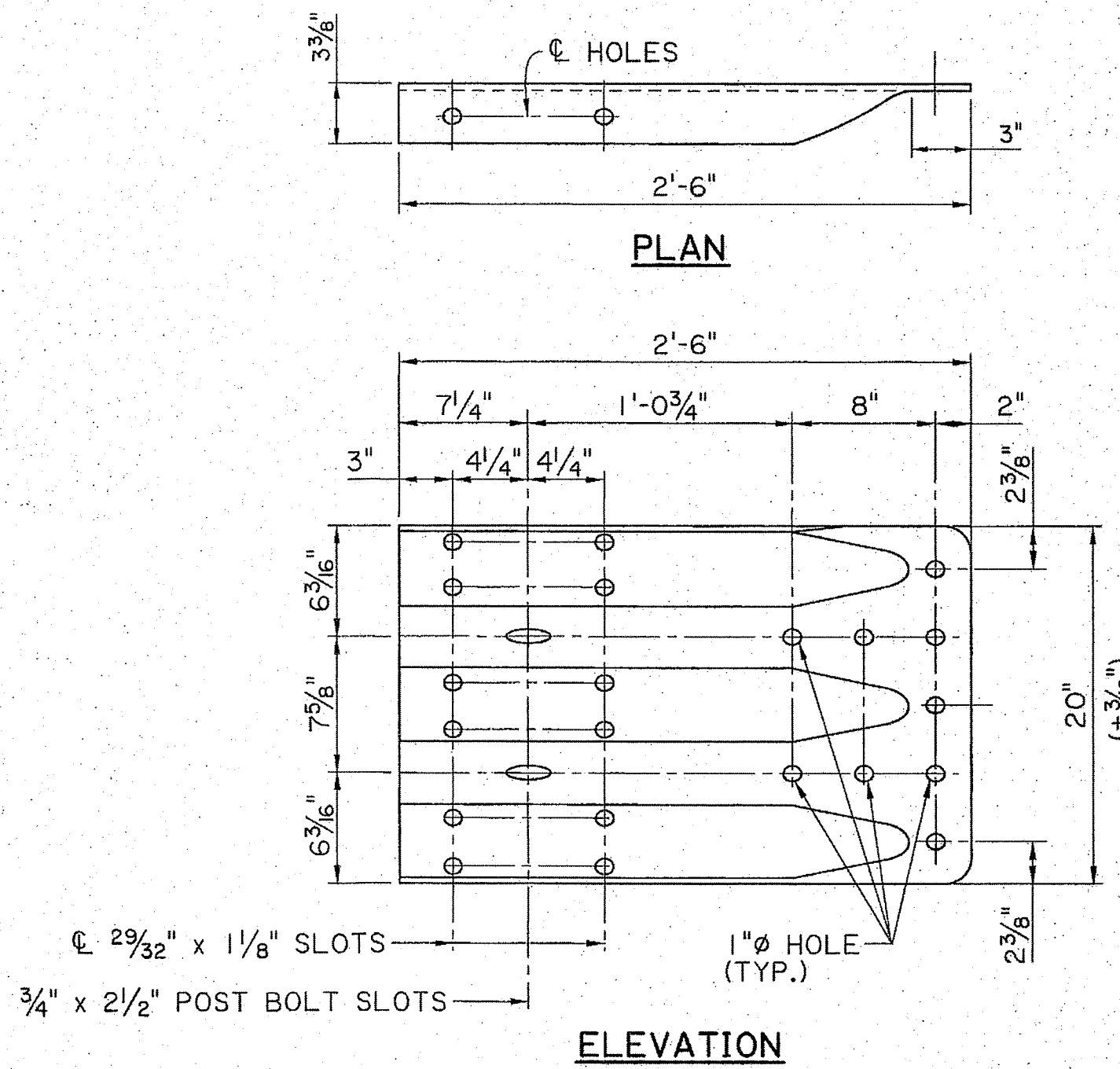
TYPICAL THRIE BEAM SPLICE DETAIL - ELEVATION  
5/8\"/>



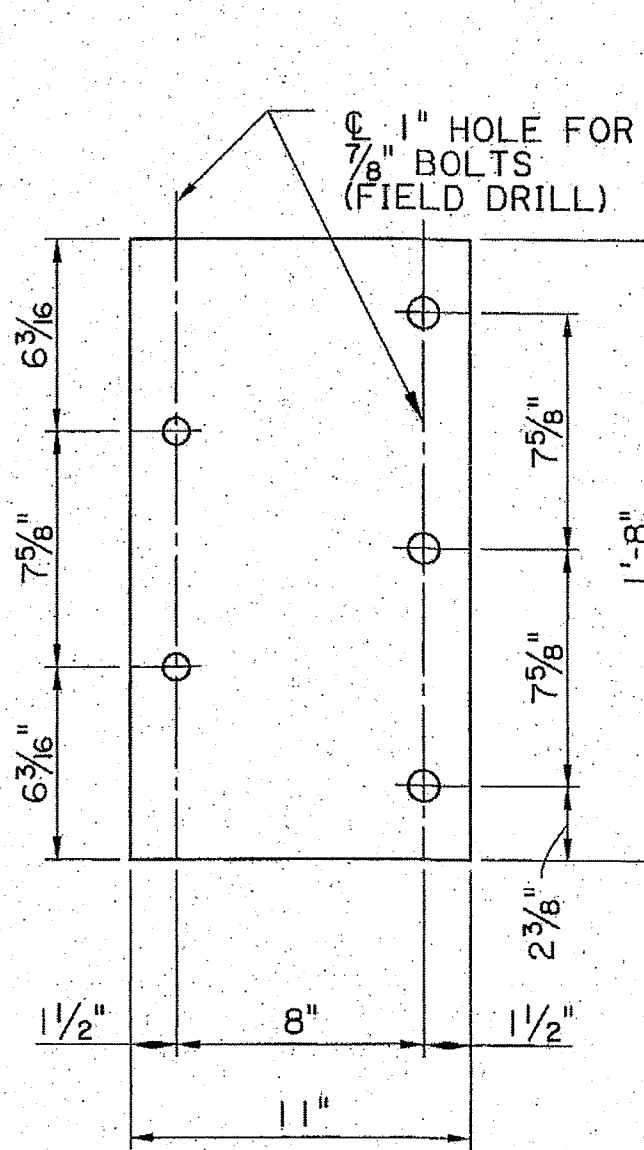
TYPICAL W BEAM TERMINAL CONNECTOR, 10 GAUGE  
N.T.S.

NOTES:

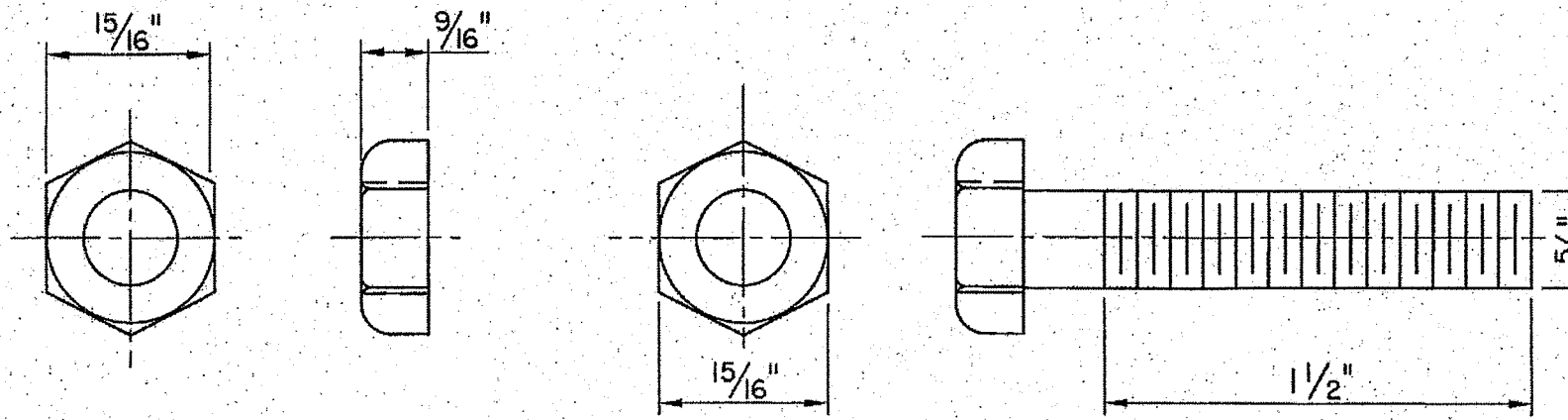
1. ALL RAIL COMPONENTS EXCEPT THE W AND THRIE BEAM TERMINAL CONNECTORS AND THE W TO THRIE BEAM TRANSITION SHALL MEET AASHTO M 180, CLASS "A" (12 GAUGE) METAL THICKNESS WITH A TYPE II COATING. THE W BEAM AND THRIE BEAM TERMINAL CONNECTORS AND TRANSITION SECTIONS SHALL BE CLASS "B" (10 GAUGE) METAL THICKNESS WITH TYPE II COATING.



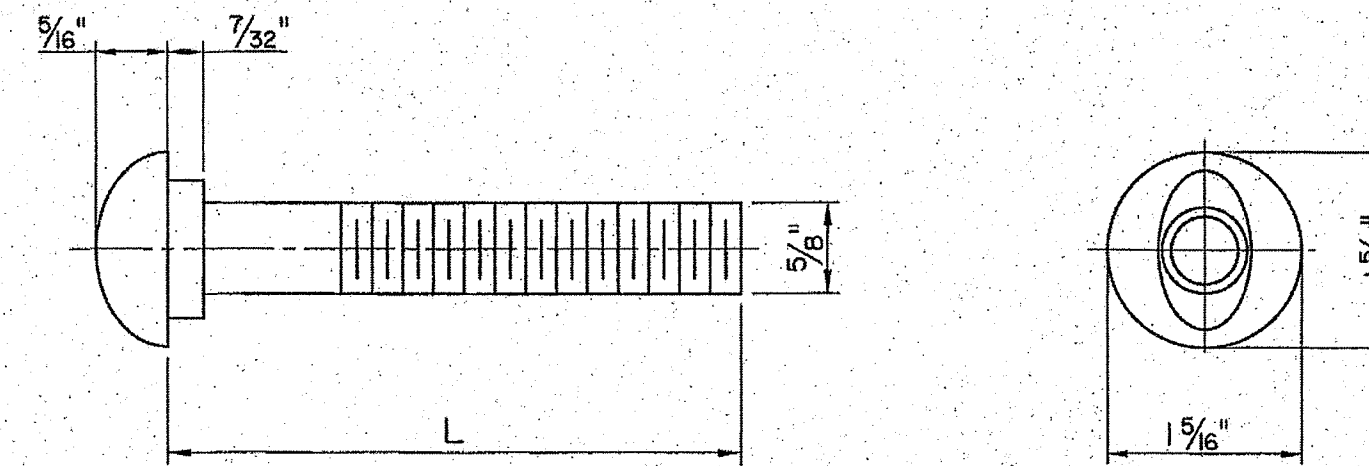
TYPICAL THRIE BEAM TERMINAL CONNECTOR, 10 GAUGE  
N.T.S.



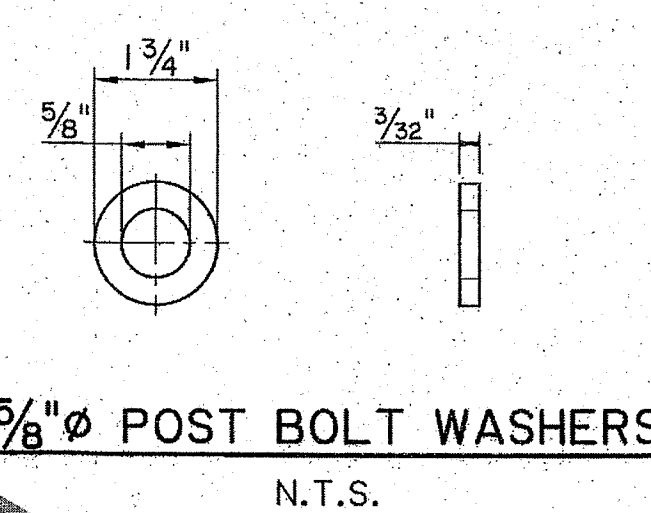
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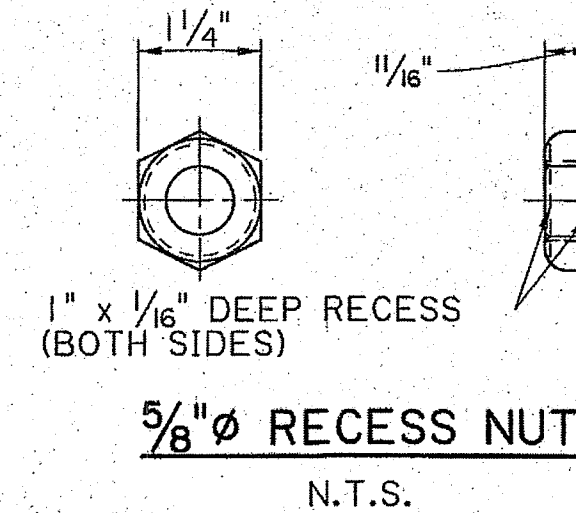
5/8\"/>



5/8\"/>



5/8\"/>



5/8\"/>

5/8" Ø BUTTON HEAD NUT	
L	THREAD LENGTH
1 1/4"	1 1/8"
2"	1 3/4"
10"	4"
1'-6"	4"
1'-8"	4"

NOTES:

5/8" Ø BUTTON HEAD BOLTS:

- (1 1/4" LENGTH): THIS BOLT IS USED TO SPLICE RAIL ELEMENTS USED IN THE STANDARD CORRUGATED SHEET STEEL BEAM GUARD RAIL.
- (2" LENGTH): THIS BOLT IS FOR FASTENING RAILS TO STEEL POSTS WHEN USED IN THE STANDARD CORRUGATED SHEET STEEL BEAM GUARD RAIL.
- (10" LENGTH): THIS BOLT IS USED FOR FASTENING RAILS TO WOOD BLOCK AND STEEL POST IN THE STANDARD CORRUGATED SHEET STEEL BEAM GUARD RAIL.
- (1'-6" LENGTH): THIS BOLT IS FOR FASTENING WOOD BLOCKS & WOOD POSTS IN THE STANDARD CORRUGATED SHEET STEEL BEAM GUARD RAIL.
- (1'-8" LENGTH): THIS BOLT IS FOR FASTENING NESTED THRIE BEAM TO WOOD BLOCKS AND POST AT THE FIRST TWO POST LOCATIONS IN THE GUARD RAIL TRANSITION AT THE ENDS OF RIGID (CONCRETE) STRUCTURES, UNLESS OTHERWISE SHOWN IN THE PLANS.
- 5/8" Ø BOLTS SHALL CONFORM TO THE REQUIREMENTS OF ASTM A 307 GRADE "A" AND NUTS SHALL BE IN ACCORDANCE WITH ASTM A 563 GRADE "A" OR BETTER. BOLTS AND NUTS SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A 153.

STEEL POST & PLATES:

ALL STEEL POSTS AND PLATES SHALL CONFORM TO ASTM A 36 AND SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM 123, NO PUNCHING, DRILLING OR CUTTING WILL BE PERFORMED AFTER GALVANIZING.

THESE STANDARD PLANS HAVE BEEN PROPERLY EXAMINED BY ME, THE UNDERSIGNED PROFESSIONAL ENGINEER. I HAVE DETERMINED THAT THESE PLANS COMPLY WITH ALL APPLICABLE CODES AND HAVE BEEN PROPERLY ADAPTED TO USE ON THIS PROJECT.



SCALE: N.T.S.  
DATE: 3/7/2024  
DRAWN: M.F.H.  
CHECKED: M.D.R.

STANDARD DETAILS

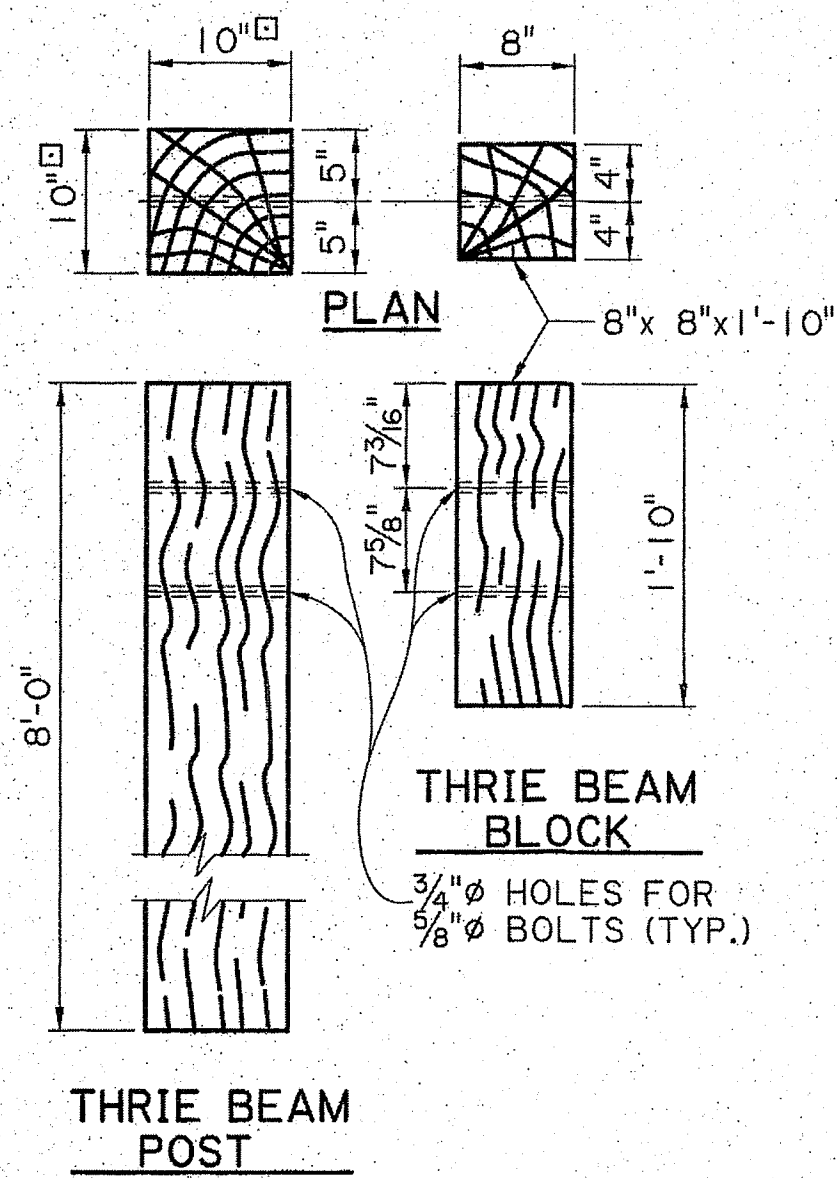
MOONEY AVE  
RCB CROSSING W2-L2D  
for  
CITY OF HAMMOND

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(985) 542-8665 FAX: (985) 542-0046

SHEET

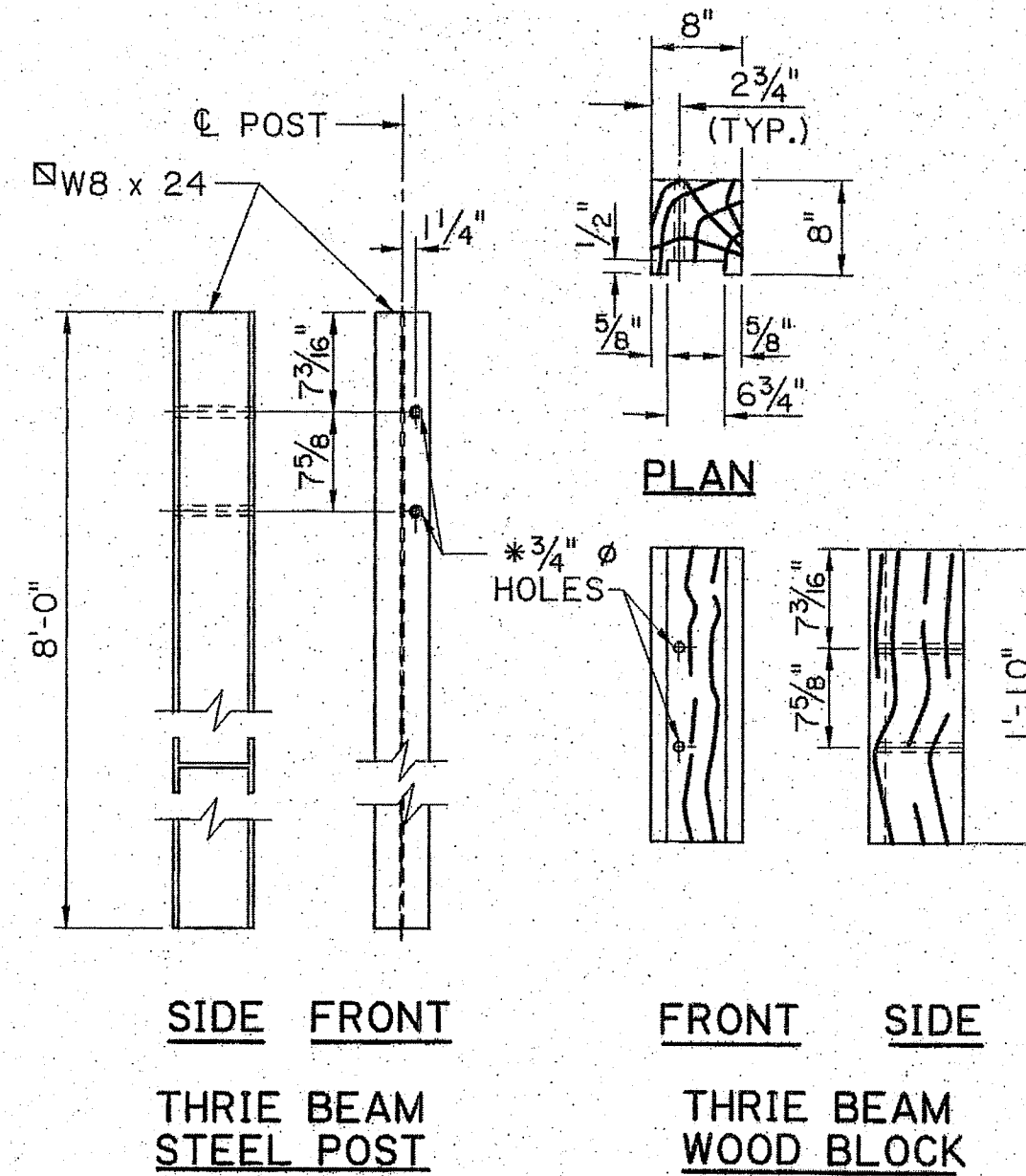
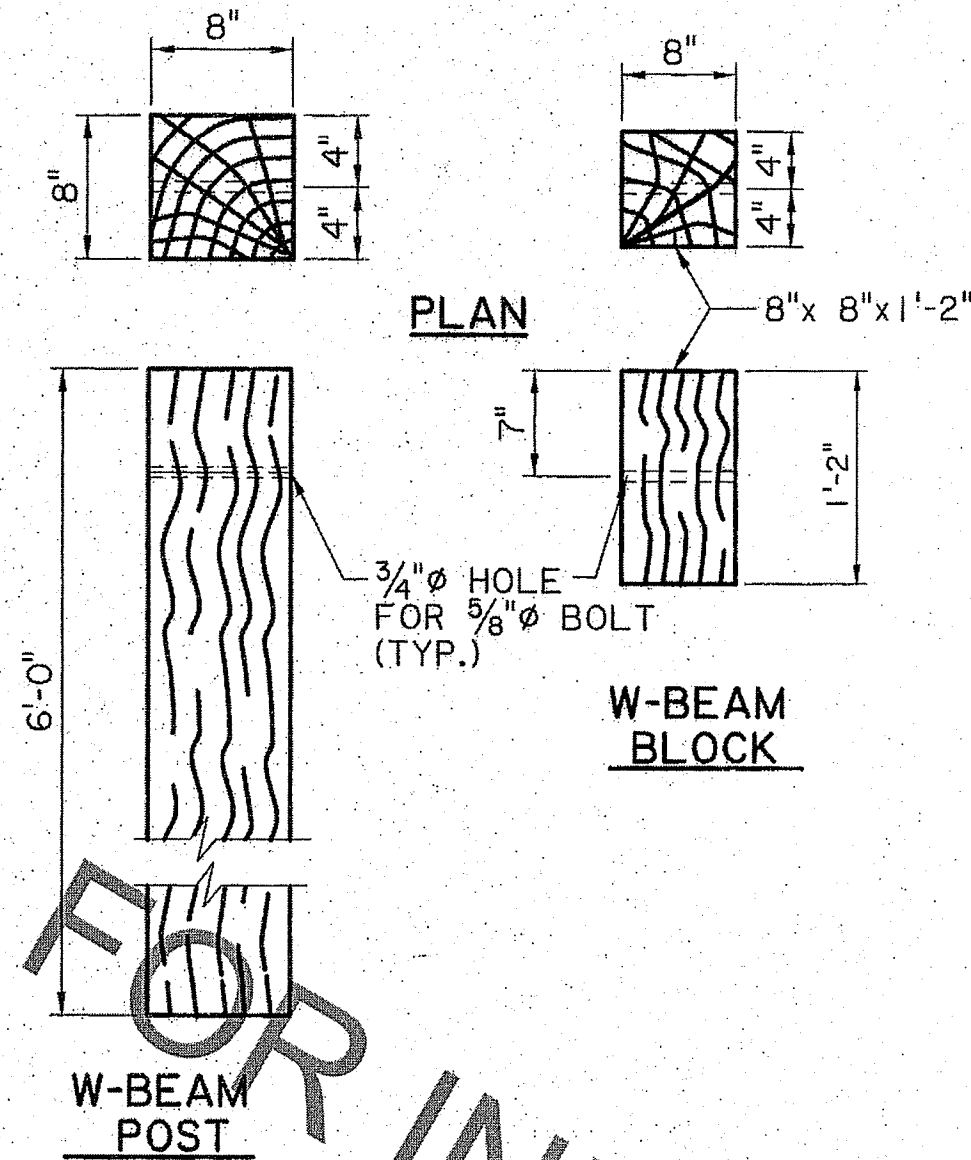
20





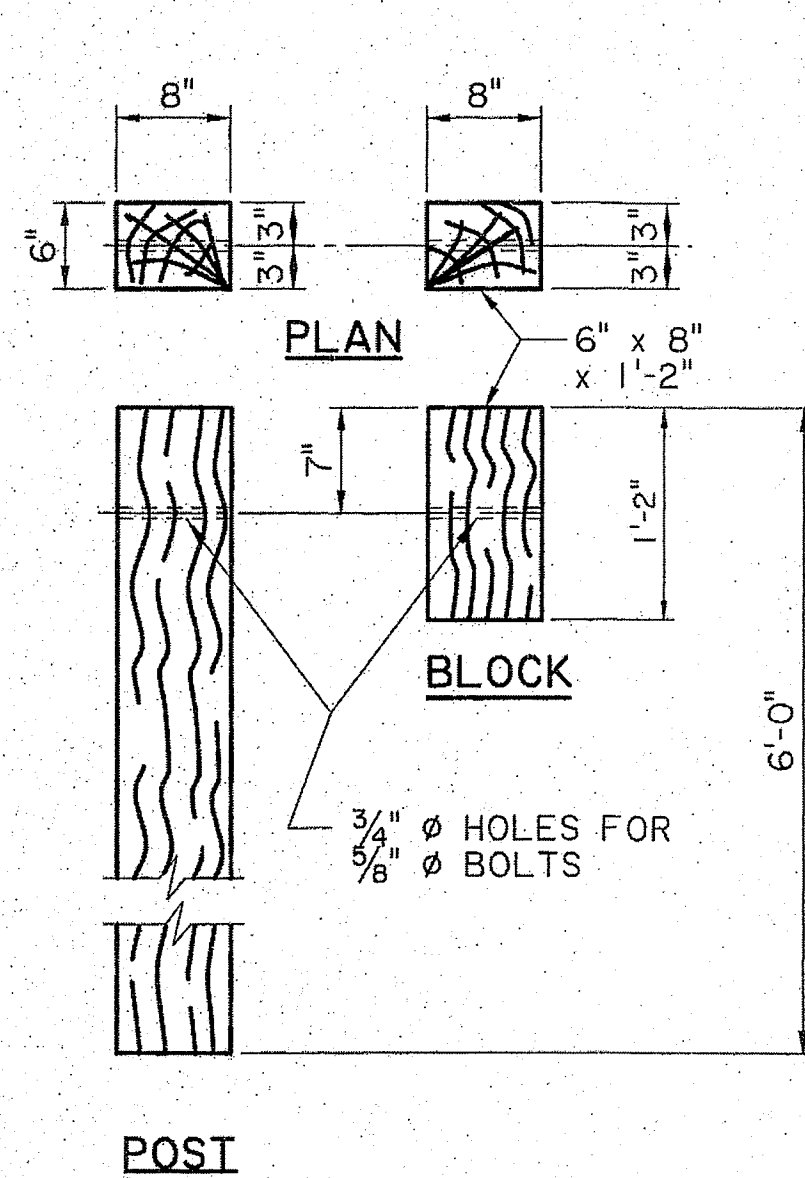
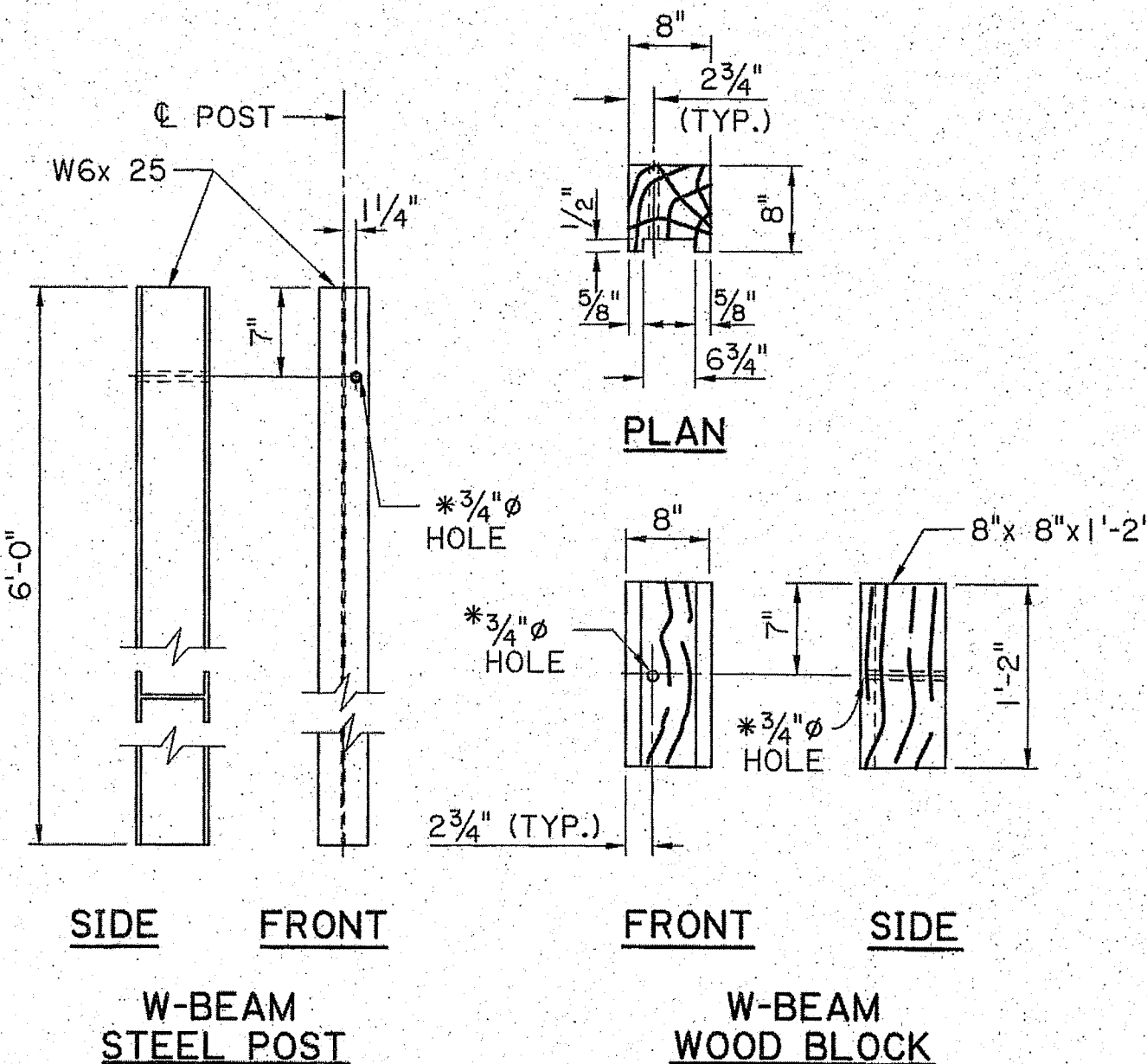
THRIE BEAM POST IS 8" x 8" x 8'-0" FOR TRANSITION POST No. 3.

**WOOD POST AND WOOD BLOCK FOR THRIE BEAM TRANSITION TO BRIDGE RAIL**  
(POST SIZE, BLOCK SIZE AND HOLE LOCATIONS VARY WITH LOCATION IN TRANSITION, SEE SHT.3)  
N.T.S.

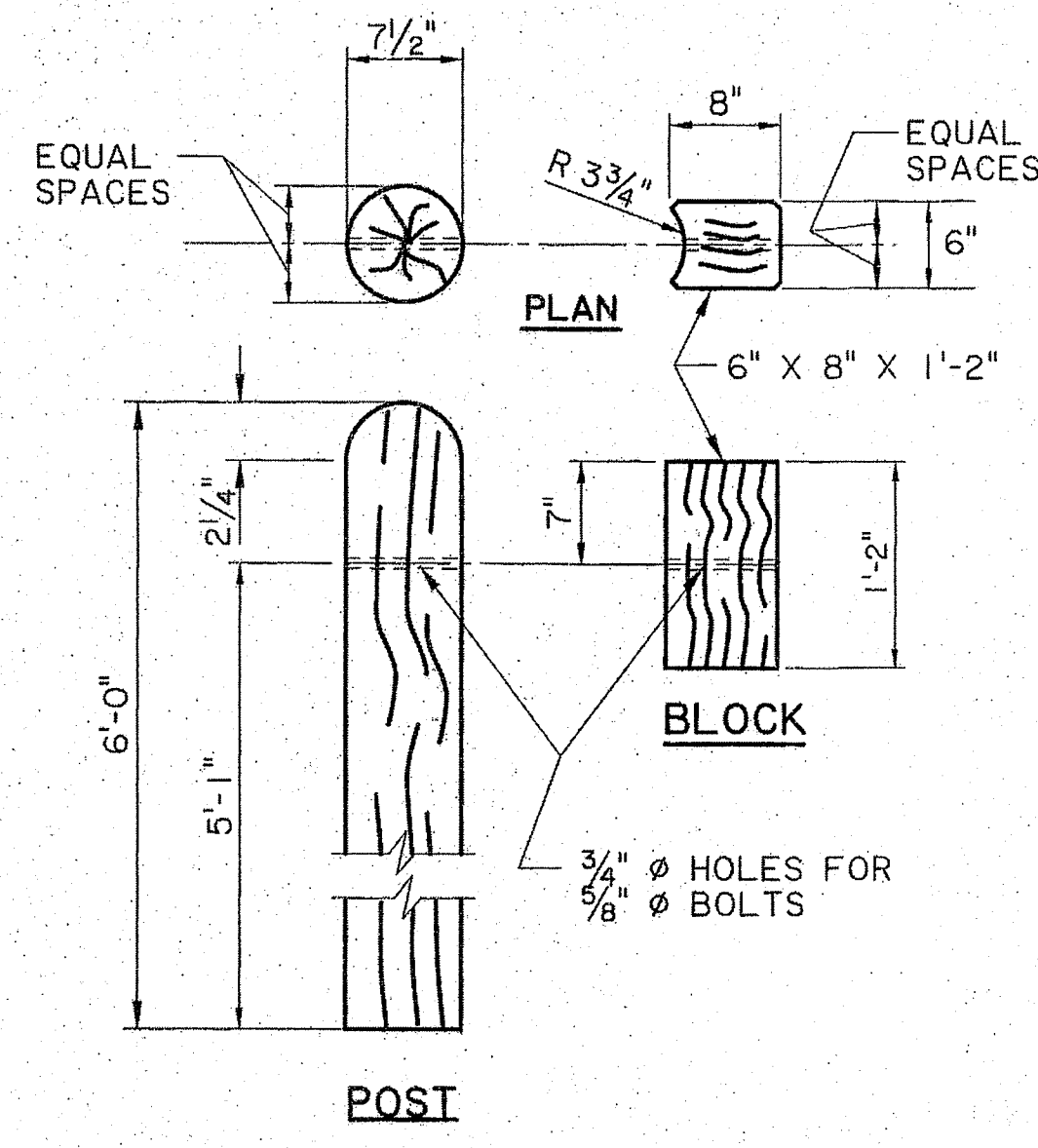


THRIE BEAM POST IS W6 x 25 (8'-0") FOR TRANSITION POST No. 3.

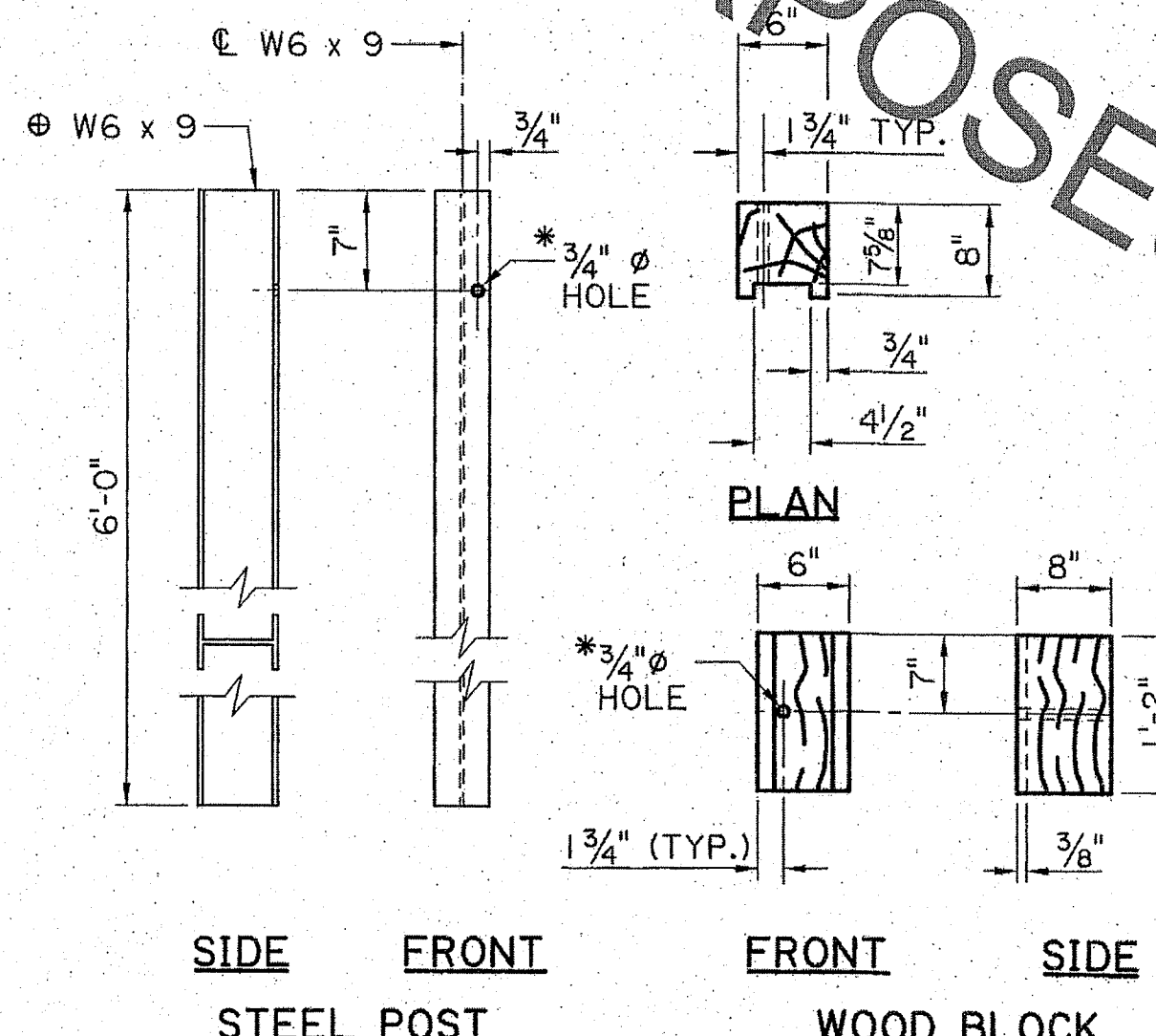
**STEEL POST AND ROUTED WOOD BLOCK FOR THRIE BEAM TRANSITION TO BRIDGE RAIL**  
(POST SIZE, BLOCK SIZE AND HOLE LOCATIONS VARY WITH LOCATION IN TRANSITION, SEE SHT.3)  
N.T.S.



**WOOD POST AND WOOD BLOCK FOR STANDARD W-BEAM GUARD RAIL**  
N.T.S.



**ROUND WOOD POST AND WOOD BLOCK FOR STANDARD W-BEAM GUARD RAIL**  
N.T.S.



**STEEL POST AND ROUTED WOOD BLOCK FOR STANDARD W-BEAM GUARD RAIL**  
N.T.S.

- NOTES:
1. A RECYCLED BLOCK ALTERNATE IS ALLOWED AS A SUBSTITUTE FOR THE WOOD BLOCK ON A 1 FOR 1 BASIS IN A STANDARD BLOCKED-OUT SECTION AT NO ADDITIONAL PAYMENT. RECYCLED BLOCKS SHALL NOT BE USED IN TRANSITIONS, END TREATMENTS, OR IN TRAILING END SECTIONS. THE RECYCLED BLOCK SHALL HAVE FHWA HARDWARE ELIGIBILITY AND SHALL MEET AASHTO MASH REQUIREMENTS.
  2. A W6 x 8.5 STEEL POST MAY BE USED AS AN ALTERNATE FOR A W6 x 9 POST.
  3. POST AND BLOCK HOLES SHALL BE DRILLED ADJACENT TO THE DIRECTION OF THE ON-COMING TRAFFIC.
  4. ALL WOOD BLOCKS SHALL BE TOE-NAILED TO WOOD POSTS AND BLOCKS (INCLUDING BLOCK COMBINATIONS) WITH A 16d GALVANIZED NAIL TO PREVENT BLOCK ROTATION. (ONE ON EACH SIDE)
  5. THE ROUND WOOD POST AND WOOD BLOCKOUT IS ALLOWED TO REPLACE THE 6" x 8" STANDARD LINE POST AND BLOCKOUT FOR W BEAM. THE ROUND WOOD POSTS SHALL NOT BE USED AS AN ALTERNATE FOR CRT POSTS, BCT POSTS, OR THE POSTS IN THE GUARD RAIL TO BRIDGE RAIL TRANSITION SECTION. ROUND POSTS SHALL NOT BE USED IN THE TRAILING END SECTION, BEHIND A CURB, OR IN A GUARD RAIL END TREATMENT UNLESS SPECIFICALLY ALLOWED BY THE MANUFACTURER.

SHEET NUMBER	
DESIGN	K. BRAUNER
CHECK	B. ALLEN
DETAIL	B. ALLEN
CHECK	K. BRAUNER
REVIEW	C. GUIDRY
SERIES	10 OF 11
PARISH	
CONTROL SECTION	
STATE PROJECT	
KURT M. BRAUNER License No. 3005 PROFESSIONAL ENGINEER IN CIVIL ENGINEERING 3/2/23	
APPROVED BY CHIEF ENGINEER: DATE: 4/13/2023	
HIGHWAY GUARD RAIL (MASH) POST AND BLOCK DETAILS	
STANDARD (PLAN) BD.1.1.0.10 GR-MASH-ON	
BRIDGE AND STRUCTURAL DESIGN	



SCALE: N.T.S.  
DATE: 3/7/2024  
DRAWN: M.F.H.  
CHECKED: M.D.R.

STANDARD DETAILS

MOONEY AVE  
RCB CROSSING W2-L2D  
for  
CITY OF HAMMOND

**Spangler Engineering, LLC**  
CONSULTING CIVIL ENGINEERS  
214 S.W. RAILROAD AVENUE  
P.O. BOX 1374  
HAMMOND, LOUISIANA 70404  
(985) 542-8665 FAX: (985) 542-0046

SHEET

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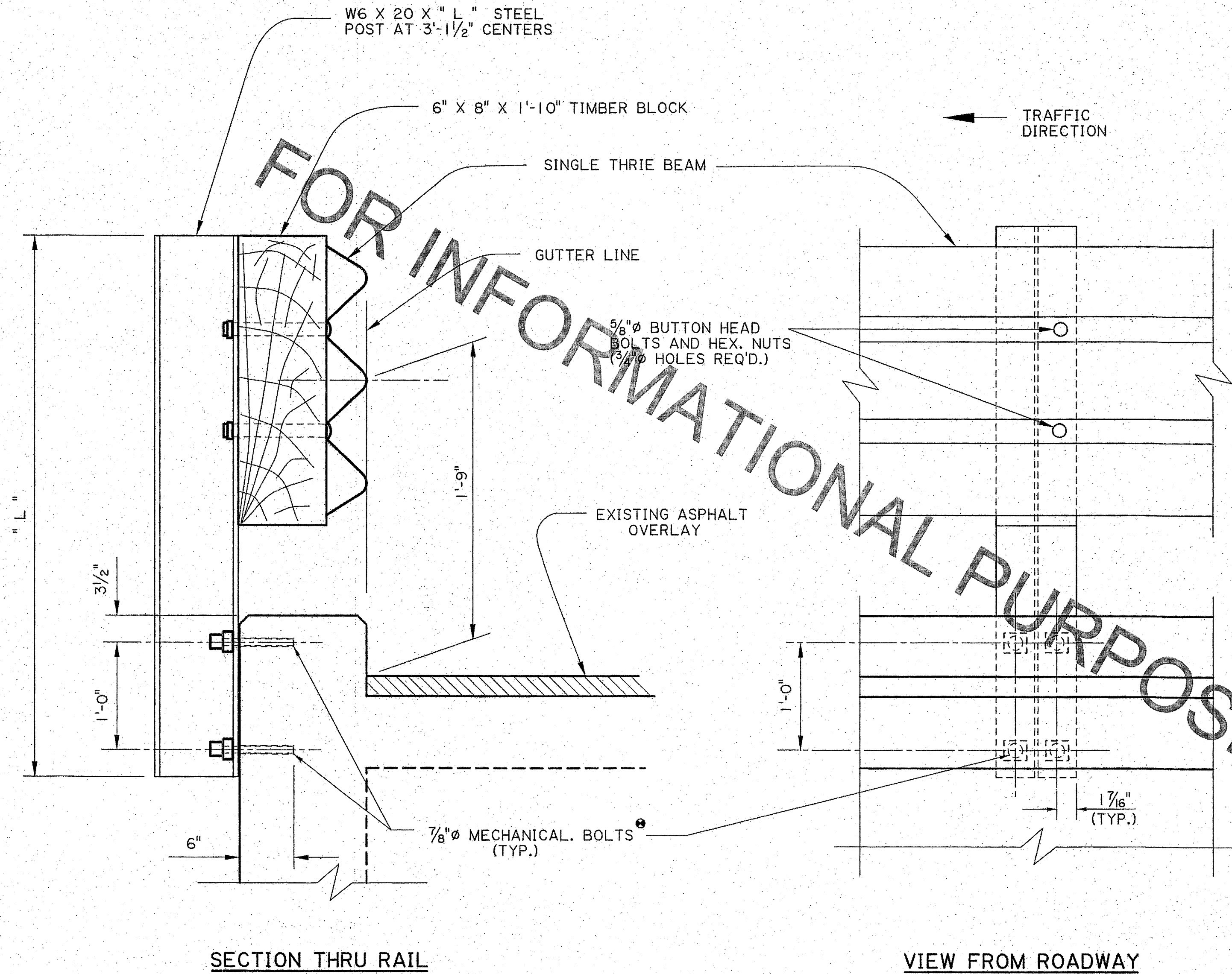
THESE STANDARD PLANS HAVE BEEN PROPERLY EXAMINED BY ME, THE UNDERSIGNED PROFESSIONAL ENGINEER, I HAVE DETERMINED THAT THESE PLANS COMPLY WITH ALL APPLICABLE CODES AND HAVE BEEN PROPERLY ADAPTED TO USE ON THIS PROJECT.





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6/6/2022 12:22



NOTES

FOR ADDITIONAL INFORMATION ON GUARD RAIL, SEE STANDARD PLANS FOR HIGHWAY GUARD RAIL (MASH).

ALL WORK AND MATERIALS REQ'D. TO INSTALL GUARD RAIL ON BOX CULVERTS SHALL BE PAID FOR UNDER ITEM 704-01-01000 GUARD RAIL (SINGLE THRIE BEAM) (3'-1 1/2\"/>

GUARD RAIL SPLICES SHALL BE MADE AT POST LOCATIONS ONLY. LAP IN DIRECTION OF TRAFFIC.

- USE 7/8\"/>

ALL STRUCTURAL STEEL SHALL BE ASTM A-36 AND GALVANIZED. ALL 5/8\"/>

THIS DETAIL WAS DEVELOPED AND APPROVED FOR USE UNDER NCHRP REPORT 350. AS PER LADOTD'S MASH IMPLEMENTATION POLICY, ITS CONTINUED USE IS ALLOWED WHILE A MASH ALTERNATIVE IS DEVELOPED OR EVALUATED.

SHEET NUMBER		PARISH	CONTROL SECTION	STATE PROJECT
DESIGN	CHECK	DESIGN	CHECK	REVIEW
P. FOSSIER	C. GAUDRY	P. FOSSIER	K. BRAINER	
J. DOUCET	P. FOSSIER	K. BRAINER		
SERIES #				
DOTD				
LOUISIANA DEPARTMENT OF TRANSPORTATION & DEVELOPMENT				
BRIDGE AND STRUCTURAL DESIGN				
SIDE MOUNT GUARD RAIL (FOR BOX CULVERTS)				
GRR-01				
STANDARD PLAN				
APPROVED BY CHIEF ENGINEER:				
DATE: 5/3/2022				
KURT M. BRAINER				
License No. 30565				
PROFESSIONAL ENGINEER				
IN CIVIL ENGINEERING				
4/22/22				

THESE STANDARD PLANS HAVE BEEN PROPERLY EXAMINED BY ME, THE UNDERSIGNED PROFESSIONAL ENGINEER. I HAVE DETERMINED THAT THESE PLANS COMPLY WITH ALL APPLICABLE CODES AND HAVE BEEN PROPERLY ADAPTED TO USE ON THIS PROJECT.



SCALE: N.T.S.  
DATE: 3/7/2024  
DRAWN: M.F.H.  
CHECKED: M.D.R.

STANDARD DETAILS

MOONEY AVE  
RCB CROSSING W2-L2D  
for  
CITY OF HAMMOND

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SHEET

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