Spangler Engineering, LLC
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Specifications and Contract Documents

for

EPA Lead Service Survey [FY2027]

for the

City of Hammond, Louisiana

Pete Panepinto, MAYOR

City Council
Kip Andrews
Carlee White-Gonzales
Sam DiVittorio
Steve Leon
Devon Wells

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

October 22, 2026

Set No. _____

SPECIFICATIONS

AND

CONTRACT DOCUMENTS

for

EPA Lead Service Survey [FY2027]

for the

City of Hammond, Louisiana

PETE PANEPINTO, Mayor

Kip Andrews
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Prepared by:
Spangler Engineering, LLC
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214 SOUTHWEST RAILROAD AVENUE
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October 22, 2026



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CONSTRUCTION PLANS for

"EPA Lead Service Survey [FY2027]"
for the City of Hammond
prepared by Spangler Engineering, LLC, Consulting Civil Engineers dated October 22, 2026

Owner: **City of Hammond, LA**

Project: **EPA Lead Service Survey [FY2027]**

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of **"EPA Lead Service Survey [FY2027]** 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, November 19, 2026**, at which time the Bids received will be publicly opened and read. The Project consists of:

furnishing all labor, materials, equipment, and incidentals necessary for the field verification of water service line pipe materials by vacuum excavation (or approved alternate method), in support of the Owner's EPA Lead Service Survey, including but not limited to the following Base Bid Items: Mobilization, Lead Service Line Inventory – Historic District Sidewalk (20 EACH), Lead Service Line Inventory – Hardscape (Paved) (87 EACH), Lead Service Line Inventory – Unimproved/Unpaved (347 EACH), Miscellaneous Clearing & Sitework – Construction/Traffic Signage, and other tasks as shown on the drawings, indicated on the Bid Form, or reasonably implied.
Budget: $360,400.00; Contract term: 60 calendar days

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; Jay C. Pittman, P.E.; jay@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 (prime bidders) 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 (November 29, 2026) will receive a full refund ($200.00). Non-Bidders, and Bidders who obtain more than one set of the Bidding Documents, 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, November 12, 2026, 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: 22 October 2026

Publish: 22 October 2026, 29 October 2026, 05 November 2026, 12 November 2026

+ + END OF ADVERTISEMENT FOR BIDS + +

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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, November 19, 2026

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 EPA Lead Service Survey [FY2027]"

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, November 12, 2026, at the office of the Engineer (214 Southwest Railroad Avenue; Hammond, LA 70403).

The ENGINEER is **Jay C. Pittman, P.E., Spangler Engineering, LLC.**

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

The ENGINEER's office number is (985) 542-8665.

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

The ENGINEER's e-mail address is jay@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, may** 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.

A. **A bid shall be considered "non-responsive" if it is submitted by a party which failed to obtain a serialized set of Bidding Documents from the Issuing Office.**

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

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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.

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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;

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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.

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ARTICLE 9 – CONTRACT TIMES

9.01 The number of days within which the Work is to be substantially completed is **SIXTY (60) calendar days** as counted with the initial day being the commence work date as identified in the Notice to Procced. The number of days within which the Work is to completed, **including satisfactory correction of itemized punch list work**, and ready for final payment, is **one-hundred five (105) 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.

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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.

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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~~ 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

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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.

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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.

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LOUISIANA UNIFORM PUBLIC WORK BID FORM

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

BID FOR: **EPA Lead Service Survey [FY2027]**

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: October 22, 2026

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 "5.":

(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**
Tangipahoa Parish
312 E. Charles Street
Hammond, LA 70401

BID FOR: **EPA Lead Service Survey [FY2027]**

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:	☒ Base Bid	**Mobilization**		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
1.	1	EACH		

DESCRIPTION:	☒ Base Bid	**Miscellaneous Clearing & Sitework – Construction/Traffic Signage**		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
2.	1	EACH		

DESCRIPTION:	☒ Base Bid	**Lead Service Line Inventory – Historical District Sidewalk**		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
3.	20	EACH		

DESCRIPTION:	☒ Base Bid	**Lead Service Inventory – Hardscape (Paved)**		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
4.	87	EACH		

DESCRIPTION:	☒ Base Bid	**Lead Service Inventory – Unimproved/unpaved**		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
5.	347	EACH		

Total BASE BID [sum of extension of items "1." – "5." above [(1)]:	$

[(1)] *Should agree with line "[(1)]" 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

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ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PENAL SUM FORM

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)*:

EPA Lead Service Survey [FY2027] – 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: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	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.

EPA Lead Service Survey [FY2027]

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 _____, 2026.

_____
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

EPA Lead Service Survey [FY2027]
for the City of Hammond, Louisiana.

for which services Affiant has contracted for value: $ XXX,XXX.XX

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

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

SIGNATURE OF AFFIANT: _____

NAME: _____

TITLE: _____

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2026,

in the City of _____.

NOTARY PUBLIC_____
Signature and Seal

NAME: _____

ADDRESS: _____

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

NOTICE OF AWARD

Date of Issuance: _____

Owner: **City of Hammond** Owner's Contract No.: _____

Engineer: **Spangler Engineering, LLC** Engineer's Project No.: _____

Project: **EPA Lead Service Survey [FY2027]** Contract Name: _____

Bidder: _____

Bidder's Address: _____

TO BIDDER:

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

EPA Lead Service Survey [FY2027].

The Contract Price of the awarded Contract is: $ **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.

EPA Lead Service Survey [FY2027] – City of Hammond

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

Prepared by

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Issued and Published Jointly by

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ASCE
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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

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX ("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:

furnishing all labor, materials, equipment, and incidentals necessary for the field verification of water service line pipe materials by vacuum excavation (or approved alternate method), in support of the Owner's EPA Lead Service Survey, including but not limited to the following Base Bid Items: Mobilization, Lead Service Line Inventory – Historic District Sidewalk (20 EACH), Lead Service Line Inventory – Hardscape (Paved) (87 EACH), Lead Service Line Inventory – Unimproved/Unpaved (347 EACH), Miscellaneous Clearing & Sitework – Construction/Traffic Signage, and other tasks as shown 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 described as follows:

EPA Lead Service Survey [FY2027]

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Jay C. Pittman, 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 **SIXTY (60) 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 five (105) 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):

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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*

[DELETED]

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	Bid Quantity		*Engineer's Estimate* Unit Price	Extension
1.	Mobilization	1	EA	$25,000.00	$ 25,000.00
2.	Miscellaneous Clearing & Sitework	1	EA	25,000.00	25,000.00
3.	Lead Service Line Inventory - Historical District Sidewalk	20	EA	1,200.00	24,000.00
4.	Lead Service Line Inventory - Hardscape (Paved)	87	EA	500.00	43,500.00
5.	Lead Service Line Inventory - Unimproved/unpaved	347	EA	700.00	242,900.00
				Construction Cost Estimate [items "1." - "5."]	**$ 360,400.00**

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^{th}) 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

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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 six percent (6%) 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

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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-616 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 14 sheets with each sheet bearing the following general title: "EPA Lead Service Survey [FY2027] 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.

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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;

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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.

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

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
City of Hammond	**xxxxxxxxxxxxxx**
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.*

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ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

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

OWNER *(name and address)*:
City of Hammond
P.O. Box 2788
Hammond, LA 70404

CONSTRUCTION CONTRACT
Effective Date of the Agreement: _____
Amount: **$ xxx,xxx.xx**
Description *(name and location)*: **EPA Lead Service Survey [FY2027]**

BOND
Bond Number: _____
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*: _____
Amount: **$ 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

_____ *(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.

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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.

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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:

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PAYMENT BOND

CONTRACTOR *(name and address)*:

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

OWNER *(name and address)*:

City of Hammond
P.O. Box 2788
Hammond, LA 70404

CONSTRUCTION CONTRACT

Effective Date of the Agreement: _____
Amount: **$ xxx,xxx.xx**
Description *(name and location)*: **EPA Lead Service Survey [FY2027]**

BOND

Bond Number: _____
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*: _____
Amount: **$ 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.

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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.

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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:

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EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

NOTICE TO PROCEED

Owner:	**City of Hammond**	Owner's Contract No.:	
Contractor:	**XXXXXXXXXXXXXXXXXXXXX**	Contractor's Project No.:	
Engineer:	Spangler Engineering, LLC	Engineer's Project No.:	
Project:	**EPA Lead Service Survey [FY2027]**	Contract Name:	
		Effective Date of Contract:	

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____.

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 **SIXTY (60) calendar days**, and the number of days to achieve readiness for final payment is one-hundred five (105) calendar days.

The completion date, unless modified by the contract documents, shall therefore be _____.

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

Owner: **City of Hammond**

_____
Authorized Signature

By: Pete Panepinto

Title: Mayor

Date Issued: _____

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

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ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Issued and Published Jointly 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

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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.

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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.

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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.

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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.

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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.

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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

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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

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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.

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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.

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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

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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

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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.

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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.

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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.

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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.

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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.

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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.

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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

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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.

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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).

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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

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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

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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,

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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

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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

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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.

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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.

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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.

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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

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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.

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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.

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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.

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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

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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:

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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,

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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

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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

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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

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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.

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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

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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

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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.

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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:

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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

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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, expediters, 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.

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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

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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

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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.

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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.

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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.

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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;

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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. there are 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.

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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

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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 (except as 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

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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

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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.

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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.

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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.

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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.

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SC-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.

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. 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, are indicated on the drawings pursuant to exploratory excavations and field surveys.

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.

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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**

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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]**

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SC 7.06.E Amend the second sentence of Paragraph 7.06.E by striking out "Owner may also 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.**

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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**

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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.

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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".

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EPA Lead Service Survey [FY2027] for the City of Hammond

PARTIAL PAY ESTIMATE No.: **One (1)**

Period Covered: 10/##/26 - 11/##/26

Bid Item	Description	Bid Quantity		Engineer's Estimate Unit Price	Engineer's Estimate Extension	Previous Quantity	Certificate #1 Completed this Period Quantity	Certificate #1 Completed this Period Extension	TOTAL TO DATE Quantity	TOTAL TO DATE Extension
1.	Mobilization	1	EA	$ 25,000.00	$ 25,000.00	0%	0%	$ -	0%	$ -
2.	Miscellaneous Clearing & Sitework	1	EA	25,000.00	25,000.00	0	0	-	0	-
3.	Lead Service Line Inventory - Historical District Sidewalk	20	EA	1,200.00	24,000.00	0	0	-	0	-
4.	Lead Service Line Inventory - Hardscape (Paved)	87	EA	500.00	43,500.00	0%	0%	-	0%	-
5.	Lead Service Line Inventory - Unimproved/unpaved	347	EA	700.00	242,900.00	0%	0%	-	0%	-
	ORIGINAL CONTRACT AMOUNT:				$ 360,400.00		$	-	$	-
	Change Order No. #:				-		Amount Earned:	$ -		$ -
	Change Order No. #:				-		*Less Retainage*	-		-
	Current Contract Amount:				**$ 360,400.00**		*Subtotal*	$ -		$ -
							Previous Payments	XXXXXXXXX		-
							Net Amount Due:	$ -		$ -

Percentage of Project Completion: **0.00%**

By (Contractor): _____

Name (Title) _____

Contractor: _____

APPROVAL

Amount Recommended this Cert. No. **One (1)** : _____

Recommended by: _____ Date: _____

Name (Title): Jay C. Pittman, P.E.

SAMPLE

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	City of Hammond	Owner's Contract No.:	
Contractor:	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	Contractor's Project No.:	
Engineer:	Spangler Engineering, LLC	Engineer's Project No.:	
Project:	**EPA Lead Service Survey [FY2027]**	Contract Name:	

This [preliminary] [final] Certificate of Substantial Completion applies to:

☒ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows:

Amendments to Owner's responsibilities: ☒ None ☐ As follows

Amendments to Contractor's responsibilities: ☒ None ☐ As follows:

The following documents are attached to and made a part of this Certificate: **Punch List w/values; Notice by Owner of Acceptance of Work**

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: _____ (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: Jay C. Pittman, P.E.	Title: Pete Panepinto, Mayor	Title:
Date:	Date:	Date:

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 "Attestation Clause" (in accordance with LA RS 38:2227), "Status Verification Affidavit" (in accordance with LA RS 38:2212.10), and "Non-Collusion Affidavit".

(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.

(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:

EPA Lead Service Survey [FY2027]

for the City of Hammond

DATE	MILESTONE
10/22/2026 (Thurs.)	Begin advertising for bids
11/12/2026 (Thurs.)	Pre-Bid Conference (10:00 am, City engineer's office)
11/19/2026 (Thurs.)	Bid Opening (9:00 a.m., Council Meeting Room)
11/24/2026 (Tues.)	Award of bid (5:30 p.m., Hammond City Council meeting)
12/7/2026 (Mon.)	Pre-Construction Conference* (10 a.m., Engineer's Office)
12/14/2026 (Mon.)	***Commence construction—60 calendar days***
02/12/2027 (Fri.)	***Complete construction—FINAL INSPECTION****

* 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

The contractor shall be fully responsible for reviewing and complying with all applicable permits (local, parish, state, and US Government) which have been obtained for this project, or may be reasonably expected to impact this project.

The contractor shall include all necessary work methods in his bid to ensure that all requirements set forth in applicable permits obtained by the Owner, as well as any permits obtained by the Contractor, are met. **City of Hammond permits shall be obtained by the Contractor from the City of Hammond Building Department** (219 E. Robert St.; Hammond, LA 70401/985-277-5652) prior to commencement of work:

(A) Contractor's Registration Application; and
(B) Drainage/Driveway Permit Application.

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.

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 l2 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 construction 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 location 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 prepare a "Construction Staging Plan", which plan 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

MISCELLANEOUS SITEWORK / EROSION CONTROL
&
CONSTRUCTION/TRAFFIC SIGNAGE

1—SCOPE OF WORK

The BASE BID scope of work contained under this section of the Technical Specifications shall be included under the "per EACH" price bid for BASE BID items "2. Miscellaneous Sitework/Erosion Control & Install/Maintain 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 ROWs.

This item of work specifically includes removal and replanting of specified shrubbery which may, in the judgment of the engineer, be threatened by the proposed work.

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 Sitework/Erosion Control & Install/Maintain 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 excess excavated material be hauled from the site or otherwise spread and fine graded in the project vicinity as approved by the Engineer.

3—TREE AND STUMP REMOVAL

There may exist trees & stumps which need to be removed in order to perform this contract. 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 "3., 4. , and 5.." as applicable to the location of the work. Imported backfill for stump holes shall be allowed only with the prior consent of the Engineer.

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

4—SPECIAL REQUIREMENTS

Certain special items of work shall be included in the "per EACH" bid for item "2. Miscellaneous Sitework/Erosion Control & Install/Maintain Construction/ Traffic Signage". Those special items of work are as shown on the drawings including, but not limited to, the following:

a. Removal of existing trees/stumps, as required, along the project limits to facilitate performance of this contract.
b. Extraordinary utility conflict resolution to include hand tunneling, hand excavation, etc. on nearby gas, fiber optic, and/or water lines, as encountered.
c. Fine grade all excess organic/excavated earthen material along edges of paved surfaces and provide for positive drainage from adjoining properties.
d. Other special items of work as shown on the drawings or reasonably implied to facilitate the new drainage and sidewalk improvements.

Erosion control shall be installed, monitored, and maintained in accordance with the technical specifications, specifically Article 18—Erosion Control of "General Construction" (page T-7). This work shall be included in the per EACH amount bid for item "2. Miscellaneous Sitework/Erosion Control & Install/Maintain Construction/ Traffic Signage" as applicable.

5—CONSTRUCTION/TRAFFIC SIGNAGE

Included in the "per EACH" price bid for item "2. Miscellaneous Sitework/Erosion Control & Install/Maintain Construction/ Traffic Signage" is adequate construction and traffic signage. The intent of this item of work is to maintain safe traffic flow to the public traversing the areas scheduled for drainage and sidewalk 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.":

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 work.
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—MEASUREMENT AND PAYMENT

Measurement and payment of items "2." shall be measured and paid for at the "per EACH" price as bid, and shall represent all costs associated with erosion control measures, clearing, relocation/protection of landscaping and manmade obstacles, special sitework tasks, 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

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
1st 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

P.C. CONCRETE DRIVEWAY/SIDEWALK/SHOULDER

1—GENERAL

This section of the work includes all labor, materials, transportation, equipment, personnel, and supervision 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 pavement for sidewalks and driveways, shall conform with the following:

A. MIX DESIGN:
   5.0 bag mix cement
   28-day min. compressive breaking strength of 3,000 psi, for sidewalks.
   3-day min. compressive breaking strength of 3,000 psi, for driveway/shoulder.

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, plus
   1 each #4 rebar continuous in each footing (all sides and at ends).

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: 12" deep; 8" wide bearing (bottom of footing).
   ***Where 12" 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 2" to 4" thick clean sand base (included in the unit price bid for the respective bid item required).

DRIVEWAY/SHOULDER BASE:

(1) Proof roll and rough grade the subbase (NDP).
(2) Install 2"-3" thick maintenance limestone for use prior to forming/pouring the final pavement.
(3) Install an additional 2"-3" thick limestone as a final base fine graded to receive the PCC pavement.

NOTE: Limestone for maintenance and base is no direct pay.

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 3/7 day breaking strength, and two (2) to be tested for 7/28 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: "3. Water Meter Survey – Historical District Survey; per EACH";
"4. Water Meter Survey – Hardscape (Paved); per EACH".

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

EXCAVATION, TRENCHING, AND BACKFILLING FOR UTILITIES

1 - GENERAL

Scope: The work covered by this section consists of furnishing all plant labor, equipment, and materials and in performing all operations in connection with excavation and trenching for utilities, including dewatering, shoring, bracing, bedding, backfilling, compacting, protective slabs, restoration of surfaces (paved or otherwise), and disposal of surplus materials, complete in accordance with these specifications and the applicable drawings, and subject to the terms and conditions of the contract.

The Contractor must satisfy himself regarding the character and amount of soils, ground and surface water, and all other materials, and conditions to be encountered in the work to be performed. Submission of a Bid to do the work will be in and of itself, an affirmation that the contractor has done so.

The Contractor shall conform to all State, and Parish laws and regulations. He shall arrange his work to conform to all safety and precautionary measures and requirements of the appropriate Articles of the GENERAL CONDITIONS.

Work of this section will be field tested by an independent testing laboratory. **Costs of tests will be borne by the CONTRACTOR.** Costs for retesting work which fails to meet original test requirements as well as costs to rectify deficient work will be borne by the Contractor.

2 - EXECUTION

Carry all excavations to the line and grade shown on the Plans or as directed by the Engineer. When excavation is carried below or beyond that required, fill the space with selected soil properly compacted or with concrete in accordance with the Engineer's instructions. No claim for additional compensation will be made for such backfilling of excess excavation.

Limit, generally, the length of trench to be excavated ahead of pipe laying to sufficient trench for one day's pipe laying operation. When the word "pipe" is used, it shall be interpreted to include utility installations, such as conduit.

For pressured conduit, generally program pipe-laying to conclude at the point of connection to the pressure source (i.e., "live" water mains, well-head discharge, pressure main, pump discharge manifold, etc.). Adequate provisions shall be made by the Contractor to prevent contamination of the existing appurtenances, through the use of flushing valve(s) or other suitable means. The cost of such flushing mechanisms shall be included in the unit price bid for connecting the new main to the existing main, unless specifically listed as an individual bid item.

Encountering adjacent and/or conflicting utilities: The Contractor shall contact Louisiana One Call no sooner than seven (7) days prior to pipe laying activities in a given area (as determined by Contractor and the Louisiana One Call regulations). *It should be anticipated that utility service lines/connections may not be feasible to locate accurately in the field.* The contractor shall exercise vigilance to avoid cutting and/or damaging utilities. This includes advance surveying of the work vicinity for meter assemblies, disconnect valves, cleanouts, and other appurtenances which could indicate the presence of utilities and service connections in the path of, or adjacent to, the pipe laying activities. The Contractor shall exercise extreme caution in excavation and associated construction activities which could damage and/or cut utilities and service connections along the path of the new pipe line.

In the particular case of sanitary sewer service laterals, THERE ARE EXISTING SANITARY SEWER SERVICE LATERALS and WATER SERVICES expected to be encountered on this project.

~~In the event that utility services and/or connections are encountered, the Contractor shall insure that the elevation(s) of the new storm drain pipes is sufficient to clear the encountered main and/or service connection(s). In the event that a conflicting service lateral/main is encountered, and the new storm drain pipe/CB cannot be adjusted to avoid a conflict, the Contractor shall cooperate with the Engineer/Owner in accommodating the conflicting lateral/main, utilizing one (1) of the following methods:~~

~~a. If directed by the Engineer, a conflict box shall be constructed per the details, payable as "1 EA" Type VIII catch basin (bid item "11.");~~

~~b. If directed by the Engineer, an existing nearby catch basin shall be relocated to coincide with the conflict location, payable as "1 EA" Type VIII catch basin.~~

~~c. Where practicable, the Owner may relocate the affected lateral/main. The Contractor shall proceed with the work at other locations until after the affected lateral/main is relocated by the Owner. No additional compensation shall be sought by the contractor, nor approved the engineer, for modification(s) to the work and/or work schedule caused by the Owner's relocation of a conflicting lateral/main.~~

~~d. If the conflict is a water main (4" – 8" diameter), and if directed by the engineer, the contractor shall perform an offset of the conflicting water main, payable at the "per EA" unit price bid for item "23. Off-set existing Water Main (4" – 8" diameter)".~~

~~Should a utility and/or service connection be reasonably anticipated based on the existence of nearby customers and/or meter assemblies, disconnect valves, cleanouts, and other appurtenances, the contractor is responsible for any and all damaged utilities, including those unmarked but reasonably~~ visible.

The City of Hammond will assist the Contractor in anticipating and/or protecting city water and sewer utilities and/or service connections; however, it remains the contractor's responsibility to minimize damage and/or cutting of utilities and/or service connections.

Finally, the Contractor shall endeavor to seek fulltime assistance of other utilities (e.g., natural gas, telephone, cable TV, electrical, et al) to prevent damage and/or cutting of main lines and/or service connections.

Cutting pavement: Cut pavement ahead of the excavation leaving a uniform edge (**pavement saw-cut required: 4" to 6" deep, and shall be paid by the respective bid item requiring the work**) with minimum disturbance of remaining pavement. Do not mix pavement in pieces of 6 inches or larger with other excavated material, but dispose of away from the site of the work before the remainder of the excavation is made.

Trench dimensions: the CONTRACTOR shall determine the trench width; however, in no case shall the trench width be so narrow as to jeopardize the safety of workers. Where pipe depth exceeds four feet (4'), the CONTRACTOR **shall** include in the unit price bid for each size and depth of pipe adequate trench protection to include AT A MINIMUM a "trench-box" of suitable size and mobility to afford trench bank stability and protect all parties working within and in the vicinity of the excavation. For storm drains, water mains/service lines, and sewer force mains no greater than 5' in depth, the trench width may be as narrow as the width of the pipe at the joint, plus 6 inches on each side, or as required to facilitate welding/jointing procedures. Under certain circumstances for shallow depth pipe, vertical trench walls are acceptable, if such a trench configuration would pose no threat to adjacent roadways, shoulders, and other obstructions.

Where surrounding conditions permit, the top trench width may be equal to the pipe depth; however, for pipe depths in excess of 4', a "trench-box" remains a requirement.

Where soils and/or groundwater conditions dictate, and a trench box becomes impractical, other means of suitable sheeting and bracing and/or well-pointing may be used, but only if requested by the CONTRACTOR AND APPROVED IN WRITING BY THE ENGINEER, the cost of such sheeting & bracing shall be as negotiated and approved between the Contractor and the Engineer, PER THOUSAND BOARD FEET (MBF).

If a substitute method is requested by the Contractor, or if well-pointing appears to be the only viable alternate to other specified methods, then said substitute method (or well-pointing) shall be approved by the Engineer in advance of undertaking such methods, including a mutually agreed price.

The Contractor may only seek extra costs when no sheeting and bracing or well-pointing is required on the plans and details, and when conditions could not have been reasonably anticipated, and when not directly resulting from the operations of the CONTRACTOR. The ENGINEER reserves the option of allowing for drier weather (by the addition of eligible delay days), and/or widening of the top trench width (to preclude side-slope "sloughing"), and/or further dewatering, to avoid the use of sheeting and bracing (left-in-place) and/or well-pointing. The CONTRACTOR shall include in the unit price bid for the appropriate diameter and depth of pipe the following:

(1) Trench excavation with top trench width equal to four (4) times the pipe diameter or less;
(2) Dewatering and pumping equipment, including fuel, suction and discharge hoses, and personnel to adequately remove collected and standing water from open trenches (not including well-pointing systems).
(3) Sufficient manpower and time to accomplish dewatering/trench bank stabilization.

No additional costs shall be allowed for the CONTRACTOR to properly and regularly dewater trenches and other exposed excavations unless in the opinion of the Engineer, timber sheeting and bracing becomes necessary, and/or well-pointing becomes required. In which case a suitable price for the work shall be negotiated between the ENGINEER and the CONTRACTOR.

Shape the pipe bed so that the pipe will be in continuous contact with the bed for its full length and for the bottom ¼ of its circumference. Excavate accurately for joints, fittings, manholes and pump stations with space to install joint couplings or other connecting devices.

A. Trench grade for utilities or structures not requiring special bedding material is defined as the grade of the bottom surface of the utility or structure to be constructed or placed within the trench. Such shaping of the trench bottom as may be required to provide suitable bedding is considered as part of this work.
B. Trench grade for utilities in rock is defined as 4 inches below the outside of the bottom of the utility. Backfill the 4 inches with extra utility bedding material.
C. Backfill to trench grade and suitably compact any excavation done below trench grade in error, without extra cost to the Owner.

Unsuitable material below trench grade: Remove soil unsuitable for proper foundation, encountered at trench grade, for the full width of the trench and to the depth required to reach suitable material. Replace with approved material, compact and shape to form the utility bed.

The cost of replacing unsuitable material in the trench foundation shall be borne by the Owner under the unit price bid for the respective bid item, at the discretion of the Engineer.

An exception to this provision shall be in the case that a trench is left opened, improperly backfilled, or otherwise exposed to surface runoff by the Contractor's construction operations. In this case, the cost of replacing (or drying) unsuitable backfill shall be borne entirely by the Contractor.

Extra utility-bedding material: When rock or other non-cushioning material is encountered at trench grade, excavate flat, 4 inches below the outside of the bottom of the utility, and provide a cushion of sand or suitable crushed rock, free from fragments or stones larger than 1-1/2 inches in the largest dimension. Compact the bedding as required bearing the imposed dead and live loads.

Sheeting and bracing: Provide and maintain continuously to prevent damage to property, injury to persons, or erosion and cave-ins. Where sheeting and bracing is the result of excess trench width(s), cave-in or the threat of cave-in resulting from the Contractor's poor workmanship or equipment operations, then the entire cost of sheeting and bracing as directed by the Engineer shall be borne by the Contractor. In the event that natural conditions are uncovered that could not have been reasonably anticipated, or in the event that "Sheeting and Bracing" is specifically called out on the plans, or in the event that the Engineer directs Sheeting and Bracing as a precautionary measure NOT the result of the Contractor's workmanship, then Sheeting and Bracing shall be paid for at the unit price as agreed to by the Engineer in writing.

A. Where practicable, drive sheeting ahead of the excavation to avoid loss of material to be retained. When excavating below the sheeting, take care to avoid trimming that will cause voids in the banks to be retained.
B. Completely remove bracing and sheeting unless otherwise directed as the backfilling progresses. Remove sheeting when the trench has been backfilled at least 1/2 its depth, or when removal will not endanger the construction or adjacent structures. Immediately backfill all voids caused by the removal of sheeting with sand or other approved fine material and compact by ramming or by watering.
C. When required for safety and directed by the Engineer, leave sheeting, bracing, or shoring in place and cut off the top neatly at an approved elevation below finished grade.

Dewatering (where approved in advance by the Engineer): In extreme cases where normal dewatering methods are insufficient, the ENGINEER may direct that trench excavations be dewatered using one or more of the following methods:

A. Well point systems must be efficient enough to lower the water level in advance of the excavation and maintain it continuously to keep the trench bottom and sides firm and dry. Use well points especially designed for this type of service, with a pumping unit capable of maintaining a high vacuum and, at the same time, of handling large volumes of air as well as water. Operate the well point system in a manner to prevent damage to other property.
B. Lay trenched gravity under-drain systems with open joints and bed of suitable loose rock or gravel below trench grade at a depth that will permit the bedding of the main utility upon a suitable foundation if the under-drain system is left in place. Use asbestos-cement, vitrified clay or terracotta drain pipes of adequate capacity in the gravity under-drain system to lower the water level in the trench in order that the main utility may be laid "in the dry". Sumps may be provided at various points along the route of the under-drain system for the use of pumps to remove the water.
C. If the material encountered at trench grade is suitable for the passage of water without destroying the sides or bottom of the main trench, sumps may be provided at intervals at the sides of the main trench excavation, and pumps may be used to lower the water level by taking their suction from these sumps. In the event such sumps are employed, exercise care to prevent the movement of utility foundation material, and to this end a bed of crushed stone may be required.

D. Dispose of water from trench dewatering operations without causing damage or inconvenience to the work, the surrounding area or general public. Keep water in existing gutters; provide conduits, if required.
E. The Contractor shall include ALL costs for installation of pipe as shown on the drawings in areas in which the water table is likely to exceed the bottom of the trench.

Subsurface obstructions:

A. Determine the exact location of pipes, conduits, wires, mains, footings and other underground structures and obstructions to be encountered in trenching or excavating.
B. Adequately protect the obstructions from damage or displacements.

Monuments: upon completion of the work, a Registered Land Surveyor, at the Contractor's expense, shall replace all disturbed monuments or benchmarks.

Backfill:

A. Backfill material: Clean earth fill composed of sand, sand and clay, sand and rock, or crushed rock (payable under items the respective bid item).
B. Use borrow material if suitable material from the excavation is not available. Borrow material shall be required to meet or exceed the requirements of these specifications, and shall be paid for at truck measure. The Contractor shall be responsible for loading, transporting, depositing, spreading, compacting, and otherwise handling the backfill. See other applicable sections of these technical specifications. It is not anticipated that any borrow material will be required for backfilling of buried pipe.

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.

C. Storage of material: Store excavated material suitable for backfill in areas causing the least inconvenience to traffic flow and in no case block normal ingress and egress on public thoroughfares. **Do not block normal access to private property in excess of 3 hours.** Maintain access to all fire hydrants.
D. Backfill procedures:
    1. 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 clay pipe; one inch on plastic pipe: 1/2 inch on fiber and AC pipe.
    2. Where concrete or other encasement of pipe is indicated, begin the backfill after the encasement has been inspected/approved and has obtained 75% design strength.
    3. 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.

4. 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.

5. 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 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.**
6. 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 spacing of the additional tests.
7. 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.
8. 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.
9. 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 OWNER reserves salvage rights and may choose whether or not the contractor shall haul excess material to nearby property.** Should the OWNER 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 diameter of pipe being installed.

Protective concrete slip: Where required by the ENGINEER, or excessive loads of local jurisdiction requires, provide a protective concrete slab 8 inches thick, or as indicated on the drawings, or as required by local authority, whichever is of greater depth. Step the trench back properly for this protective slab, providing a width not less than the width of the trench plus one foot on each side. Use ready-mixed concrete with a minimum 28-day compressive strength of 3,000 psi. Screed the top finished surface. Provide minimum reinforcement of welded wire fabric 6 x 6/6-6. Finish the top of slab 1-1/2" minimum below the finished grade of the final surface course if required by the ENGINEER or stated in the details.

Pavement restoration: Rebuild or repair pavement cut or damaged in connection with the work of this section. Provide a restored pavement equal in every respect to the pavement cut or damaged, including the base course, surface treatment and grade and in accordance with all local requirements, unless otherwise detailed.

Measurement and payment of removed/replaced pavements shall not exceed, in width, a dimension equal to or less than the pipe depth at the location where pavement is restored. **Sawcutting of removed pavement(s) is required.**

A. Upon completion to backfill, apply a temporary sand seal coat pavement to the cut or damaged areas. Maintain this temporary surfacing, to the extent that ruts and holes are suitably patched, until surfacing is replaced by the final restored pavement. In certain instances where directed by the ENGINEER, install a 3" thick Limestone surface to accommodate interim traffic.
B. Do not remove the temporary sand seal coat for 15 days after it has been constructed. Then cut back the existing pavement a minimum of one foot beyond each of the pavement that was cut when the trenching was done or one foot beyond each edge of the trench, whichever is greater. Remove the temporary surfacing, backfill the existing pavement and its base course to a depth of 8 inches, or to the depth indicated.
C. Final surfacing: After removal of the temporary surfacing, construct a base course as indicated. Unless otherwise indicated, provide the base and surface courses of the same type in every respect as the existing permanent pavement. Tack coat concrete protective slabs and place an asphaltic concrete surface course thereon and finish to the indicated final grade.

Specific protection and restoration of property: Enclose trunks of trees adjacent to the work with substantial wooden boxes of such height as is required to protect them from injury due to piled material, operation of equipment, or otherwise due to the work. Operate excavating machinery and cranes with care to prevent damage to trees, particularly to overhanging branches and limbs.

A. Cut branches and limbs only with permission of the Engineer. Cut branches smoothly and neatly without splitting or crushing. If cutting or unavoidable damage is done to branches or trunks of trees, neatly trim the cut or damaged portions and cover with an application of grafting wax or pruning paint.
B. Protect by suitable means cultivated hedges, shrubs, plants, and lawns which may be damaged by the operations, or dig them up and temporarily replant and maintain them. Replant them in their original positions when the construction operations have been substantially completed, and care for them until growth is re-established. If cultivated hedges, shrubs, and plants are injured to such degree as to affect their growth or diminish their beauty or usefulness, replace them with items of kind and quality equal to the kind and quality existing at the start of the work.
C. Where excavation is performed in grassed areas of public or private property, conduct the operations so as to minimize damage to the property. Remove and store for re-installation sod and topsoil that may be damaged in the course of the work. After backfilling and compacting the trench, spread the topsoil to provide at least a 4 inch layer so as to restore the property to original line and grade. Provide additional topsoil if needed to obtain the specified thickness, line and grade. Treat the topsoil with 0.3 pounds of 6-6-6 fertilizer per square yard and then replace the original sod. If this sod is not suitable for reuse, replace it with a sod comparable in species and quality to the existing lawn. Roll and water the area as required until a hardy growth has been developed.

Clean-up: Upon completion of the work, leave the site in a neat, safe condition and remove all excess material, temporary structures, bracing, shoring and debris. Grade abrupt changes in elevation of ground surface smooth and fill holes with suitable material.

3 - MEASUREMENT AND PAYMENT

No separate payment will be made for work covered by this section unless specifically provided for in the bid form; all costs in connection therewith shall be included in the applicable contract price for the utility to which the work pertains. When specifically provided for in the bid form, the following items of work will be measured and paid for separately.

A. Replacement of unsuitable material: Measured in cubic yards of unsuitable material removed and replaced with suitable material placed and compacted in accordance with these specifications and paid for at the contract price per cubic yard/per ton. The Engineer shall approve the method of measurement and quantity measured.

B. Extra utility-bedding material: Measured in cubic yards (or "tons" if limestone) of extra utility-bedding material required and authorized by the Engineer and placed in accordance with these specifications and paid for at the contract price per cubic yard/per ton. The Engineer shall approve the method of measurement and the quantity measured.

C. Sheeting and bracing left in place: Include all costs pertaining to sheeting and bracing where specified in the unit price bid for the utility being installed. If included as a separate pay item, the material costs of sheeting authorized to be left in place will be measured in thousand board feet; i.e., one (1) board foot is equal to a nominal 1" x 12" board 1 foot in length. One-thousand board feet (the contract unit) is equal to a 2"x12" board 500 feet in length. If not specifically shown on the plans and details as a separate pay item, then include as a part of the costs of trenching, in the contract price for the utility to which the work pertains.

D. Protective concrete slab: Measured in square yards of concrete required and authorized by the Engineer, satisfactorily placed and cured, and paid for at the contract unit price per square yard. The Engineer shall approve the method of measurement and the quantity measured.

E. Pavement restoration: Measured in square yards of the final pavement restored in accordance with these specifications and as directed; however, the maximum width for pay purposes will be the nominal diameter of the utility plus 2 feet on either side or both sides thereof, or total depth of required depth (whichever is greater), depending on the location of the utility with respect to the pavement or the width of the protective concrete slab; paid for at the contract unit price per square yard.

TECHNICAL SPECIFICATIONS

LEAD SERVICE LINE FIELD VERIFICATION

1-GENERAL

This section shall govern for the field verification of water service line pipe materials by vacuum excavation (or an approved alternate method) at locations designated by the Owner, for the purpose of confirming pipe material composition as part of the Owner's Lead Service Line Inventory ("LSLI"). The Contractor shall perform vacuum excavation of water service connections within 18"-24" within both sides of each specified water meter (system-side and customer-side) to expose and visually verify pipe material, and shall verify material at approximately 454 meter locations as identified in the location list located in the appendix and plan sheets provided as a part of these specifications.

2-METHODS

A. EXCAVATION

Vacuum excavation (hydro- or air-vacuum) shall be the primary method used to minimize damage to existing utilities and pavement, except where site conditions require an alternate approved method (potholing by hand tool, mechanical excavation). Excavation shall extend only as necessary to expose a sufficient length of pipe (typically 6 to 12 inches) to positively confirm material and, where applicable, distinguish lead from galvanized piping.

There are areas of this contract that will require alternate removal of existing paved surface (e.g. sawcut, core drill, etc.) to expose the base material for excavation.

The Contractor shall locate and avoid conflicts with other underground utilities. Standard utility locate (811/One-Call) requirements shall apply prior to any excavation.

B. RESTORATION

All excavations shall be backfilled and compacted to match surrounding soil density. Surface restoration shall match existing conditions (turf, gravel, pavement) using like materials and thickness. Where pavement cutting is required, restoration shall match the existing pavement type and section and shall meet the Owner's or local jurisdiction's pavement cut/patch standard, specifically Historic District sidewalk detail or as called out in other areas of these specifications.

The Contractor shall be responsible for repair of any service line, curb stop, or appurtenance damaged during excavation, at no additional cost to the Owner.

C. DOCUMENTATION

The Contractor shall record, at minimum, the following for each verification point:

a. Service address and unique location ID, tying to the Owner's existing inventory database;
b. GPS coordinates of the excavation point;
c. Material type identified (lead, galvanized, copper, plastic, etc.) for both system-side and customer-side;
d. Pipe diameter;
e. Photograph(s) of the exposed pipe clearly showing material characteristics, tagged to the service address; and
f. Date, time, and field technician name.

Data shall be entered into a web-based or mobile data collection platform and delivered to the Owner in the Owner-approved inventory template format.

D. QUALITY CONTROL

The Owner (or Owner's representative) reserves the right to perform random field audits of a percentage of completed verification points to confirm the accuracy of reported material classifications. The Contractor shall correct, at its own cost, any verification point later found to be misclassified due to Contractor error.

E. TRAFFIC CONTROL & SAFETY

The Contractor shall provide traffic control in accordance with the Manual on Uniform Traffic Control Devices ("MUTCD") and any local jurisdiction requirements for work performed within public right-of-way, which cost shall be included in the per EACH price bid for the respective item.

3-MEASUREMENT AND PAYMENT

Measurement and payment for field verification work shall be made per verification point. Each unit price shall include all labor, equipment, traffic control, utility locates, excavation, backfill, and incidental work required to complete this item of work, as accepted by the Engineer. Payment will be made at the contract unit price for the respective bid item, subject to the following provisions:

Bid item "3. Lead Service Line Inventory – Historic District Sidewalk; per EA"	
Milestone	Allowable Percent of the "per EACH" Price
Excavation/exposure of meter	10%
Data Collection & Field Verification	40%
Restoration of Meter and Surrounding Surface	35%
Engineer's Approval of Required Data	15%

Bid item "4. Lead Service Line Inventory – Hardscape (Paved); per EA"	
Milestone	Allowable Percent of the "per EACH" Price
Excavation/exposure of meter	10%
Data Collection & Field Verification	40%
Restoration of Meter and Surrounding Surface	35%
Engineer's Approval of Required Data	15%

Bid item "5. Lead Service Line Inventory – Unimproved/unpaved; per EA"	
Milestone	Allowable Percent of the "per EACH" Price
Excavation/exposure of meter	10%
Data Collection & Field Verification	40%
Restoration of Meter and Surrounding Surface	35%
Engineer's Approval of Required Data	15%

City of Hammond - EPA Lead Service Survey											
Water Service inventory											
Historic District											
Address	Meter Location Notes	Surface (Form)	Surface (Visual - Photo)	Date	Time	Photo File	Notes/Flags	Plan Sheet	Bid Item "3."	Bid Item "4."	Bid Item "5."
113 E Morris Ave	Front, west side of bar; halfway in concrete	Concrete	Concrete	4/21/26	10:06	IMG_0510		15	1		
200 E Charles St	East side of building, in walk (bricks); 8 ft west of light pole	Sidewalk	Brick	4/21/26	9:38	IMG_0506		15	1		
200 N Cate Ave	Meter is off of Charles Street, SW corner of building	Dirt	Dirt/Grass	4/22/26	10:39	IMG_0556		15			1
206 E Charles St	West of building, in sidewalk; 3 ft west of light pole	Sidewalk	Brick	4/21/26	9:45	IMG_0508		15	1		
208 E Charles St	Front, west side of building, between sidewalk and fence	Not circled	Grass/Dirt	4/21/26	9:48	IMG_0509		15			1
208 N Cate Ave	In front of building, to south side entrance	Sidewalk	Brick	4/22/26	10:34	IMG_0555		15	1		
211 E Charles St	Front of building, east side	Dirt	Dirt/Mulch	4/21/26	9:42	IMG_0507		15			1
220 N Cate Ave	In front of building, by 3 meters, this meter to south	Sidewalk	Concrete	4/22/26	10:32	IMG_0554		15		1	
222 E Charles St	East side of building, next to fire hydrant; surrounded by concrete but not in	Dirt	Dirt/Grass	4/21/26	9:33	IMG_0505		15	1		
222 N Cate Ave	In front of building; middle meter	Concrete	Concrete	4/22/26	11:08	IMG_0564		15		1	
226 N Cate Ave	On north side of building	Concrete	Dirt/Grass	4/22/26	10:22	IMG_0552	Form says Concrete, photo shows grass-covered	15		1	
300 N Cate Ave	South side of building, on Robert St side	Concrete	Gravel/Dirt	4/22/26	10:28	IMG_0553		15		1	
407 E Charles St	Left side of house, south of sidewalk, 3rd-4th west of light pole	Dirt	Grass/Dirt	4/21/26	9:20	IMG_0502		15			1
411 E Charles St	Left (west) side of house, in gravel, 3-4 ft from light pole	Driveway	Gravel/Dirt	4/21/26	9:24	IMG_0503		15			1
419 E Thomas St	Front of building, west side, near sidewalk in bricks	Sidewalk	Brick	4/21/26	10:30	IMG_0515		15	1		
100 E Thomas St (Salo)	On Cate Street, in concrete sidewalk	Concrete	Concrete	4/22/26	9:33	IMG_0548		16		1	
101 E Thomas St, Unit A	Meter by curb on Cate Street, in red bricks by curb	Sidewalk	Brick	4/22/26	9:07	IMG_0544		16	1		
101 E Thomas St, Unit B	On Cate Street by curb, in red bricks	Sidewalk	Brick	4/22/26	9:10	IMG_0545		16	1		
102 E Thomas St (SPA)	Southeast corner of building, in alleyway	Concrete	Concrete	4/22/26	9:55	IMG_0549		16		1	
102 E Thomas St, Apt 1	Back side of alleyway, south side of building	Not circled	Concrete	4/21/26	12:34	IMG_0525		16		1	
102 E Thomas St, Apt 2	In alleyway, south side; in alleyway on southeast side	Concrete	Concrete	4/21/26	13:51	IMG_0534		16		1	
102 E Thomas St, Apt 3	Southeast of building in alleyway; SE corner of building	Concrete	Concrete	4/21/26	14:11	IMG_0539		16		1	
102 E Thomas St, Apt 4	Behind building in alleyway; SE corner of building	Concrete	Concrete	4/21/26	14:13	IMG_0540		16		1	
105 E Thomas St (Studio)	Meter on north alleyway by gate	Concrete	Dirt	4/22/26	10:09	IMG_0550	Form says Concrete, photo shows dirt/mulch alley	16		1	
110 E Thomas St, Apt 12	South of address in alleyway by fountain, north side	Dirt	Dirt/Grass	4/21/26	13:35	IMG_0528		16			1
110 E Thomas St, Apt 14	In alleyway off Cate Street, N/E corner of fountain	Dirt	Dirt	4/21/26	13:37	IMG_0529		16			1
110 E Thomas St, Apt 15	In alleyway off Cate Street, N/E corner of fountain	Dirt	Dirt/Grass	4/21/26	13:41	IMG_0531		16			1
110 E Thomas St, Apt 16	In alleyway by fountain off Cate Street, SE corner of fountain	Dirt	Dirt/Grass	4/21/26	13:43	IMG_0532		16			1
110 E Thomas St, Apt 17	In alleyway off Cate Street, SE of fountain	Dirt	Dirt	4/21/26	13:47	IMG_0533		16			1
110 N Cate St, Unit C	East of building, in back alleyway	Concrete	Concrete	4/22/26	10:14	IMG_0551		16		1	
114 N Cate Ave	North front corner of building; on the sidewalk	Sidewalk	Concrete	4/22/26	11:01	IMG_0562		16		1	
116 E Thomas St, Apt 10	In alleyway off Cate Street, south side	Dirt	Dirt	4/21/26	13:31	IMG_0527		16			1
116 E Thomas St, Apt 6	By fountain in back alleyway; N/E corner of fountain	Dirt	Dirt	4/22/26	8:54	IMG_0541		16			1
116 E Thomas St, Apt 8	In back alley by fountain, N/E corner of fountain	Dirt	Dirt	4/22/26	8:58	IMG_0542		16			1
116 E Thomas St, Apt 9	In back alleyway by fountain, N/E corner of fountain	Dirt	Dirt	4/22/26	9:00	IMG_0543		16			1
116 N Cate Ave	In front of door to building	Sidewalk	Concrete	4/22/26	10:59	IMG_0561		16		1	
118 N Cate Ave	Front of building	Sidewalk	Brick/Concrete	4/22/26	10:52	IMG_0559		16	1		
120 N Cate Ave	Behind building, in alleyway	Dirt	Dirt	4/22/26	11:04	IMG_0563		16			1
123 E Thomas St, Apt 1	North side of building, under rug	Concrete	Concrete/Asphalt	4/21/26	13:20	IMG_0526		16		1	
123 E Thomas St, Apt 2	North of building (west) in gravel; meter is by rug	Dirt	Gravel/Dirt	4/21/26	13:57	IMG_0535		16		1	
123 E Thomas St, Apt 3	North side of building in alleyway; meter is by rug	Concrete	Gravel/Dirt	4/21/26	14:00	IMG_0536	Form says Concrete, photo shows gravel/dirt alley	16		1	
123 E Thomas St, Apt 4	North side of building in alleyway; meter is by rug	Dirt	Gravel/Dirt	4/21/26	14:04	IMG_0538		16			1
124 N Cate Ave	Meter is on front corner in sidewalk	Sidewalk	Concrete	4/22/26	10:43	IMG_0557		16		1	
124 N Cate Ave	Side of building on north side; first one walking down side street	Sidewalk	Concrete	4/22/26	10:48	IMG_0558		16		1	
124 N Cate Ave	On north side of building	Concrete	Concrete	4/22/26	10:54	IMG_0560		16		1	

200 E Thomas St	Meter is located on Cypress Street side, to end of building	Concrete	Concrete	4/21/26	11:15	IMG_0522		16		1	
203 E Thomas St	Front of building in sidewalk	Sidewalk	Brick	4/21/26	10:19	IMG_0512		16	1		
204 E Thomas St	Meter is on Cypress Street; by the end of red brick building	Sidewalk	Concrete	4/21/26	11:19	IMG_0523	Form says Sidewalk, photo shows concrete pavement	16	1		
206 E Thomas St	Front of building on east side, in red bricks in sidewalk	Sidewalk	Brick	4/21/26	11:07	IMG_0521		16	1		
207 E Thomas St	Front of building in sidewalk, to the east in bricks	Not circled	Brick	4/21/26	10:56	IMG_0518		16	1		
208 E Thomas St	Front of building to the east, in bricks	Sidewalk	Brick	4/21/26	11:05	IMG_0520		16	1		
209 E Thomas St	Front of building, next to curb, in sidewalk	Sidewalk	Brick	4/21/26	10:22	IMG_0513		16	1		
210 E Thomas St	Front of building on east side, in brick sidewalk	Sidewalk	Brick	4/21/26	11:02	IMG_0519		16	1		
211 E Thomas St	Front of building, east side, in sidewalk	Concrete	Concrete	4/21/26	10:16	IMG_0511		16	1		
215 E Thomas St	in front of building, on west side in bricks	Sidewalk	Brick	4/21/26	10:26	IMG_0514		16	1		
216 E Thomas St	In front of building; by stairs going west	Sidewalk	Brick	4/21/26	11:29	IMG_0524	Form says Sidewalk, photo shows brick pavers	16	1		
221 E Thomas St	North of building in alleyway, 3 meters	Dirt	Dirt/Mulch	4/21/26	10:50	IMG_0517		16			1
221 E Thomas St, Apt A	North of building in alleyway, by blue stob	Dirt	Dirt/Grass	4/22/26	9:21	IMG_0546		16			1
221 E Thomas St, Apt B	North of building in alleyway, by blue stob	Dirt	Dirt/Grass	4/22/26	9:24	IMG_0547		16			1
223 E Thomas St	Front of building on east side in sidewalk, corner of Martin & East Thomas	Sidewalk	Concrete	4/21/26	10:39	IMG_0516		16		1	
								Totals:	19	22	19

City of Hammone - EPA Lead Service Survey											
Water Service Inventory											
Non-Historic District											
Address	Meter Location Notes	Surface (Form)	Surface (Visual - Photo)	Date	Time	Photo File	Notes/Flags	Plan Sheet	Bid Item "3."	Bid Item "4."	Bid Item "5."
104 Woodbridge Blvd	Front left side	Dirt	Grass	04/30/2026	08:54	IMG_0738.JPG		3			1
111 Mallard Drive	Right side of driveway, right side of sewer manhole	Dirt	Grass	04/27/2026	11:05	IMG_0652.JPG		3			1
114 Mallard Drive	Left of driveway	Dirt	Grass	05/04/2026	11:12	IMG_0805.JPG		3			1
116 Mallard Drive	Left of driveway	Dirt	Grass	04/30/2026	08:58	IMG_0739.JPG		3			1
202 Woodbridge Blvd	Right side of neighbor driveway	Dirt	Dirt	04/23/2026	11:07	IMG_0587.JPG		3			1
206 Woodbridge Drive	Right side, at driveway	Dirt	Dirt	04/30/2026	08:39	IMG_0737.JPG		3			1
219 Woodbridge Blvd	Right of street at property	Dirt	Grass	05/06/2026	13:13	IMG_0882.JPG		3			1
3 Norbrook Circle	Front yard, right side of mailbox	Dirt	Grass	04/23/2026	12:54	IMG_0596.JPG		3			1
19045 Holly Drive	In front of house	Dirt	Grass	04/27/2026	12:32	IMG_0658.JPG		4			1
252 Pine Crest Dr	By RR pipe to left of driveway; meter to right	Dirt	Grass	04/22/2026	13:38	IMG_0565.JPG		4			1
274 Pine Crest Drive	Left of driveway between trees	Dirt	Dirt	5/5/2026	13:59	IMG_0848.JPG		4			1
275 Pinecrest Drive	In front of driveway by trees	Dirt	Dirt	04/28/2026	14:36	IMG_0706.JPG		4			1
47149 Conrad Anderson Drive	Right of driveway in round iron box	Dirt/Concrete	Concrete driveway	04/23/2026	14:41	IMG_0601.JPG	Near concrete	4		1	
46590 Holly Drive	Attached/detached (unclear)	Dirt	Grass	05/05/2026	08:00	IMG_0824.JPG		5			1
46634 Highland Drive	Front yard	Dirt	Grass	05/05/2026	12:46	IMG_0846.JPG		5			1
11 Silman Ave	Left of, by light pole	Dirt	Meter in concrete box	04/28/2026	14:05	IMG_0704.JPG		6		1	
14 Amar Drive	Left side by light pole	Concrete	Concrete	05/06/2026	13:22	IMG_0884.JPG	In/Near Concrete	6		1	
2 Donna Drive	Right side of house	Dirt	Dirt	05/08/2026	12:10	IMG_0951.JPG		6			1
28 Marta Drive	Front left	Dirt	Grass	05/06/2026	13:18	IMG_0883.JPG		6			1
29 Darrell Drive	Left of driveway by pole	Dirt	Dirt	04/27/2026	13:52	IMG_0665.JPG		6			1
32 Darrell Drive	Left side of driveway	Dirt/Concrete	Dirt/brick paver	04/23/2026	12:47	IMG_0595.JPG		6			1
33 Darrell Drive	Right side on property line	Dirt	Dirt	05/06/2026	10:35	IMG_0871.JPG		6			1
42 Laura Drive	Right of driveway	Dirt	Grass	05/04/2026	10:57	IMG_0803.JPG		6			1
48 Whitmar Dr, Unit L-4A	Not found under leaf litter behind dumpster	Dirt	Grass	04/23/2026	10:32	IMG_0584.JPG		6			1
51 Whitmar Drive	Front right side of property	Dirt	Grass	04/27/2026	13:57	IMG_0666.JPG		6			1
56 Whitmar Dr.	Left side of house by sidewalk	Dirt	Grass	05/01/2026	08:44	IMG_0766.JPG		6			1
58 Whitmar Drive	In front by building	Dirt	Dirt	04/28/2026	13:56	IMG_0702.JPG		6			1
6 Golden Drive	Front right, by pole	Dirt	Concrete/brick paver walkway	04/28/2026	14:02	IMG_0703.JPG		6			1
68 Whitmar Drive	By fire hydrant	Dirt	Grass	05/06/2026	10:40	IMG_0872.JPG		6			1
8 Amar Drive	Front right side	Concrete/Sidewalk	Concrete	05/05/2026	08:23	IMG_0825.JPG		6		1	
8 Golden Drive	Right off of Woodview	Dirt	Dirt	05/04/2026	11:04	IMG_0804.JPG		6			1
87 Whitmar Dr.	Left of house by sidewalk	Dirt	Grass	05/01/2026	08:48	IMG_0767.JPG		6			1
9 Sillman Ave	Front side of building	Dirt	Dirt	05/01/2026	08:53	IMG_0768.JPG		6			1
46242 M C Moore Dr	Left of driveway before house	Dirt	Grass	05/04/2026	09:10	IMG_0789.JPG		7			1
11 Pin Oak Lane	In empty lot	Dirt	Grass	05/04/2026	13:40	IMG_0822.JPG		8			1
12 Fairway View Drive	In concrete driveway	Driveway	Concrete driveway	05/04/2026	13:54	IMG_0823.JPG		8		1	
15 Pin Oak Lane	Left of driveway by tree	Dirt	Dirt	05/05/2026	12:52	IMG_0847.JPG		8			1
19389 W. Shelton Road	Left of driveway	Dirt	Grass	04/27/2026	12:42	IMG_0659.JPG		8			1
22 White Oak	Right side of driveway	Dirt	Dirt	04/24/2026	13:36	IMG_0629.JPG		8			1
52 Pine Square	Front right side of yard	Dirt	Grass	04/28/2026	14:27	IMG_0705.JPG		8			1
54 Pine Square	Left of driveway	Dirt	Dirt	05/06/2026	13:42	IMG_0885.JPG		8			1
57 White Oak Court	Left between driveway and sprinkler	Dirt	Dirt	05/07/2026	13:22	IMG_0921.JPG		8			1
46315 Claire Drive	In concrete driveway	Concrete	Concrete driveway	04/30/2026	11:35	IMG_0751.JPG		9		1	
46509 Highland Drive	Front yard	Dirt	Dirt	05/05/2026	12:42	IMG_0845.JPG		9			1
102 Rumsie Drive	Front of house, by sidewalk	Dirt	Grass	04/24/2026	11:15	IMG_0618.JPG	Near concrete	10		1	
109 Elm Drive	Right side of driveway by flowerbed	Dirt	Concrete	05/08/2026	10:01	IMG_0937.JPG		10			1
111 Elm Drive	Northeast corner in front	Dirt	Grass	04/28/2026	09:24	IMG_0681.JPG		10			1
114 Sherry Drive	Left of property	Dirt	Dirt	05/07/2026	10:11	IMG_0906.JPG		10			1
1200 Lafitte Square	Intersect of Lafitte and Nashville	Dirt	Grass	05/01/2026	09:27	IMG_0771.JPG		10			1
1201 Hooks Drive #1	Left of driveway	Dirt	Dirt	04/27/2026	13:45	IMG_0664.JPG		10			1
1203 Lafitti Square	On corner of Nashville and Lafitti Square	Dirt	Grass	04/27/2026	12:01	IMG_0656.JPG		10			1
1210 Hooks Drive #3	In front, behind small boxes	Dirt	Grass	05/08/2026	11:53	IMG_0949.JPG	Near concrete	10		1	
1300 Hooks Street #7	By mailbox	Dirt	Grass	04/27/2026	13:40	IMG_0663.JPG		10			1
1300 North Morrison Blvd	Left side of curb in grass	Dirt	Grass	05/06/2026	11:18	IMG_0875.JPG		10			1
1303 Hooks Drive	Front of house, right side by driveway	Dirt	Grass	04/30/2026	13:23	IMG_0761.JPG		10			1
1407 Hooks Drive #A	Front side of driveway	Dirt	Grass	05/08/2026	09:47	IMG_0934.JPG		10			1
1410 Nashville Ave	Left of driveway	Dirt	Dirt	04/30/2026	09:12	IMG_0740.JPG		10			1
1412 Hook Drive	Right side of driveway	Dirt	Grass	04/27/2026	10:51	IMG_0650.JPG		10			1
1414 Hooks Drive	front left	Concrete/Dirt	Grass/Concrete	4/24/2026	12:58	IMG_0626.JPG	Near concrete	10		1	

1414 Marten Drive	Left side of property line	Dirt	Grass	05/08/2026	09:51	IMG_0935.JPG	Near concrete	10		1	
1416 Martens Drive	Right side of property by sidewalk	Sidewalk	Half sidewalk/half dirt	05/04/2026	10:25	IMG_0798.JPG	Near concrete	10		1	
1503 University Drive	Front lot by sidewalk	Dirt	Grass	05/08/2026	11:57	IMG_0950.JPG	Near concrete	10		1	
1504 University Drive	Front right side	Dirt	Dirt	04/30/2026	13:14	IMG_0759.JPG		10			1
1514 Pecan Street	In front of sidewalk	Dirt	Dirt	05/07/2026	09:06	IMG_0897.JPG	Near concrete	10		1	
1704 Cherie Drive	Next to building, in concrete driveway	Driveway	Concrete driveway	04/29/2026	08:45	IMG_0713.JPG	Near concrete	10		1	
1709 Western Ave	Corner by light, by bushes	Dirt	Dirt	05/06/2026	10:16	IMG_0869.JPG		10			1
1905 Nashville Avenue	Left of main entrance	Dirt	Dirt	05/07/2026	10:03	IMG_0905.JPG		10			1
2005 Dennis Drive	In sidewalk, to right of house	Sidewalk	Concrete sidewalk	04/24/2026	11:24	IMG_0619.JPG	Near concrete	10		1	
2105 Cherie Drive	Left of property by neighbor's	Dirt	Grass	05/05/2026	11:26	IMG_0839.JPG		10			1
2214 Westdale Court	Left of driveway	Dirt	Grass	04/27/2026	10:45	IMG_0649.JPG		10			1
9 Mauroner Drive	Left front	Dirt	Grass	05/08/2026	09:56	IMG_0936.JPG		10			1
900 University Drive	Behind two buildings	Dirt	Grass	05/11/2026	09:29	IMG_0961.JPG		10			1
901 Pecan Street	Next to hole of #6	Dirt	Concrete	05/06/2026	10:27	IMG_0870.JPG	In/Near Concrete	10		1	
1008 North Cherry Street	In front of house	Dirt	Grass	04/29/2026	09:08	IMG_0716.JPG		11			1
1009 Martin L. King Drive	Left of concrete sidewalk	Sidewalk	Concrete/Sidewalk	05/07/2026	12:51	IMG_0917.JPG		11		1	
105 Jane Lane	Front right, between parking lots	Dirt	Dirt	04/29/2026	09:02	IMG_0715.JPG		11			1
105 McCray Ln	Left of driveway, in front of house	Dirt	Grass	04/27/2026	09:48	IMG_0643.JPG		11			1
106 Coal Chute Road	By 104 Coal Chute	Dirt	Grass (multiple meters visible)	05/07/2026	08:57	IMG_0895.JPG		11			1
106 Magazine Street	On corner by another meter	Dirt	Grass	05/04/2026	08:58	IMG_0788.JPG		11			1
107 East David Drive	Behind driveway	Dirt	Dirt	05/07/2026	08:32	IMG_0891.JPG		11			1
1106 North Oak Street	2nd lot north of street, at empty lot	Dirt	Grass	05/11/2026	10:36	IMG_0965.JPG		11			1
111 East David Drive	Left of driveway	Dirt	Dirt	05/07/2026	08:34	IMG_0892.JPG	Near concrete	11		1	
112 Clinton Court	Right of driveway	Dirt	Dirt	05/01/2026	08:32	IMG_0765.JPG		11			1
1129 North General Pershing	Left of driveway	Dirt	Grass	05/04/2026	10:19	IMG_0797.JPG		11			1
114 College Drive	Left side by neighbor's yard	Dirt	Grass	05/05/2026	11:06	IMG_0837.JPG		11			1
116 College Drive	Right front of property	Dirt	Grass	04/27/2026	10:56	IMG_0651.JPG		11			1
118 East David Drive	By fire hydrant	Dirt	Grass	05/04/2026	09:18	IMG_0790.JPG		11			1
1200 North General Pershing	In front of parking, next to building	Dirt	Dirt	05/08/2026	10:06	IMG_0938.JPG		11			1
1200 North Oak Street	Front of building, by main road	Dirt	Dirt	04/29/2026	12:11	IMG_0719.JPG		11			1
129 Clinton Court	Left of driveway	Dirt	Grass	05/07/2026	09:01	IMG_0896.JPG	Near concrete	11		1	
1303 North General Pershing Street	On left side of left driveway	Dirt	Grass	05/06/2026	10:08	IMG_0868.JPG		11			1
1306 North Cherry Street	Left of driveway	Dirt	Grass	04/23/2026	11:16	IMG_0588.JPG		11			1
14 Whitmore Drive I-5	Right of driveway by trees; meter on side close to trees	Dirt	Dirt	04/23/2026	10:54	IMG_0586.JPG	Near concrete	11		1	
1500 Ellis Drive	In front of house, by sidewalk	Dirt	Dirt	04/30/2026	13:18	IMG_0760.JPG		11			1
1500 North Cherry Street	Left side of driveway	Dirt	Dirt	05/11/2026	14:08	IMG_0966.JPG		11			1
1500 North General Pershing	On corner by main house	Dirt	Dirt	05/11/2026	09:47	IMG_0962.JPG		11			1
309 Crystal Street	Right side at driveway, by tree	Dirt	Grass	04/22/2026	14:13	IMG_0566.JPG	Near concrete	11		1	
310 Ned McGehee Drive	SLU Campus; Between buildings	Concrete	Concrete pad with metal diamond-plate cover	05/11/2026	10:26	IMG_0964.JPG		11		1	
804 Western Avenue	Right side of far right driveway	Dirt	Grass	04/30/2026	09:19	IMG_0741.JPG		11			1
1011 MC Moore Road	By fence	Dirt	Grass	04/28/2026	09:44	IMG_0683.JPG		12			1
106 North Pine Drive	Front left of property	Dirt	Grass	04/30/2026	10:34	IMG_0746.JPG		12			1
115 Mitchell Drive	Left of property	Dirt	Grass	05/05/2026	09:43	IMG_0831.JPG		12			1
116 North Grant Street	Front two spots by bushes	Dirt	Dirt	05/08/2026	12:27	IMG_0954.JPG		12			1
126 Caroline Drive	In front of house	Dirt	Grass	05/07/2026	12:56	IMG_0918.JPG		12			1
1308 Harvey Street	Left of blue hoses	Dirt	Grass	05/07/2026	08:48	IMG_0894.JPG		12			1
1310 Apple Street	In front of house	Dirt	Dirt	05/08/2026	12:24	IMG_0953.JPG		12			1
1412 Sunlane Street	Left side of driveway	Dirt	Grass	04/27/2026	09:41	IMG_0642.JPG		12			1
1506 MC Moore Road	Right side of driveway	Dirt	Dirt	05/08/2026	12:33	IMG_0955.JPG		12			1
204 Mitchell Drive	Right of driveway, next to fence	Dirt	Dirt	04/23/2026	13:49	IMG_0600.JPG		12			1
407 Wilbert Dangerfield Drive	Front right, by neighbor fence	Dirt	Grass	04/30/2026	08:29	IMG_0736.JPG	Near concrete	12		1	
413 Magazine Street 1/2	Left of bush by sidewalk	Concrete/Sidewalk	Concrete sidewalk	04/28/2026	11:15	IMG_0689.JPG		12		1	
503 Wilbert Dangerfield	Behind bush by sidewalk	Dirt	Grass	05/01/2026	09:14	IMG_0770.JPG		12			1
604 MC Moore Road	North of stake	Dirt	Grass	04/24/2026	10:34	IMG_0615.JPG		12			1
608 Magazine Street	Left of driveway	Dirt	Grass	05/06/2026	10:56	IMG_0873.JPG		12			1
703 Campo Street	Next to driveway, in gravel	Driveway	Dirt	04/29/2026	09:35	IMG_0717.JPG		12			1
716 Hoover Street	Front of driveway	Driveway	Dirt	05/06/2026	11:03	IMG_0874.JPG	Near asphalt	12		1	
801 Hope Street	Intersect of house	Dirt	Grass	04/28/2026	10:02	IMG_0684.JPG		12			1
802 Magazine Street	Off of Mr. Moore driveway	Dirt	Grass	05/07/2026	08:42	IMG_0893.JPG		12			1
125 Alida Street	Front right of driveway	Dirt	Grass	05/06/2026	12:57	IMG_0881.JPG		13			1
129 Alida Drive	Right side of driveway	Dirt	Dirt	05/05/2026	11:36	IMG_0840.JPG		13			1
2805 West Thomas Street	Left of driveway	Dirt	Dirt	05/01/2026	11:05	IMG_0779.JPG		13			1
703 Washington Drive	In front of house	Dirt	Grass	04/29/2026	08:22	IMG_0710.JPG		13			1
707 Washington Drive	Right of driveway by fence	Dirt	Dirt	04/29/2026	08:17	IMG_0708.JPG		13			1
710 Washington Drive	Left of driveway by fence	Dirt	Dirt	04/29/2026	08:19	IMG_0709.JPG		13			1
104 Sherwood Drive	Right side by oak tree	Dirt	Dirt	05/07/2026	10:19	IMG_0907.JPG		14			1

112 Marley Drive	In front of house by road; comment notes meter set in concrete	Dirt	Grass	04/29/2026	08:38	IMG_0712.JPG		14			1
114 North Richardson Street	Front yard	Dirt	Grass	04/28/2026	08:44	IMG_0675.JPG		14			1
114 Scanlan Street	Right side property line	Dirt	Dirt	05/08/2026	09:21	IMG_0930.JPG		14			1
115 North Richardson Road	Left of building	Dirt	Grass	05/05/2026	10:42	IMG_0833.JPG	Near concrete	14		1	
126 Sylve Drive	By light pole	Dirt	Grass	04/28/2026	08:50	IMG_0676.JPG		14			1
1407 W. Church Street	North of driveway, in gravel	Dirt	Dirt/gravel	04/28/2026	09:05	IMG_0678.JPG		14			1
1500 West Thomas	Apartment #A & #D; Northeast corner of building	Dirt	Grass	04/27/2026	12:10	IMG_0657.JPG		14			1
1610 W. Church Street	By road, by shorted fence	Dirt	Grass	04/28/2026	09:00	IMG_0677.JPG		14			1
1720 W. Thomas Street #B	Behind building	Dirt	Dirt	05/06/2026	11:30	IMG_0876.JPG		14			1
1905 West Thomas Street	Behind building	Concrete	Concrete	05/08/2026	12:50	IMG_0956.JPG		14		1	
204 North Scanlan Street	In bushes, left of driveway	Dirt	Dirt	05/07/2026	09:22	IMG_0899.JPG	Near concrete	14		1	
205 North Richardson Street	Left of driveway	Dirt	Dirt	05/07/2026	09:18	IMG_0898.JPG		14			1
205 S. Morrison Blvd	Left side of left driveway	Dirt	Grass	04/22/2026	14:24	IMG_0567.JPG		14			1
207 North Scanlan Street	Right of driveway	Dirt	Grass	05/08/2026	09:19	IMG_0929.JPG		14			1
209 N. Carter Street	In front of house, inside fence	Dirt	Grass	04/29/2026	08:33	IMG_0711.JPG		14			1
213 North Ruland Street	In sidewalk	Sidewalk	Concrete/sidewalk area	05/05/2026	14:20	IMG_0849.JPG	In/Near Concrete	14		1	
215 N. Scanlan Street	Left side of street in yard	Dirt	Gravel	04/27/2026	10:26	IMG_0647.JPG		14			1
2260 West Thomas Street	School field; in concrete driveway	Concrete	Concrete driveway/sidewalk	04/29/2026	12:25	IMG_0720.JPG	Near concrete	14		1	
2309 West Thomas Street	By light pole	Dirt	Dirt	05/08/2026	13:00	IMG_0957.JPG		14			1
2610 West Thomas Street	Northeast of Marty lock	Dirt	Dirt	04/24/2026	11:51	IMG_0621.JPG		14			1
2731 West Thomas Street	In front of store, to the left	Concrete	Concrete sidewalk	04/24/2026	12:30	IMG_0624.JPG	Near concrete	14		1	
2739 West Church Street	Behind driveway	Dirt	Dirt	05/07/2026	10:30	IMG_0908.JPG		14			1
303 Maple Street	Unknown at back of street	Dirt	Grass	05/08/2026	10:24	IMG_0939.JPG		14			1
311 Market Street	Front right side	Dirt	Grass	04/27/2026	10:34	IMG_0648.JPG		14			1
505 Pecan Street	On Pecan Street behind building by road	Dirt	Grass	05/05/2026	11:16	IMG_0838.JPG		14			1
601 Pecan Street	Southeast corner by road	Dirt	Grass	04/28/2026	09:18	IMG_0680.JPG		14			1
605 Pecan Street	Off of Blackburn on corner by fence	Dirt	Grass	05/08/2026	09:36	IMG_0931.JPG		14			1
703 Barn Street	Right side of property (north side)	Dirt	Grass	04/27/2026	10:16	IMG_0646.JPG		14			1
705 Barn Street	Meter location partly illegible on form	Dirt	Grass	04/29/2026	08:12	IMG_0707.JPG		14			1
801 Pecan Street Apt A	Front right of building	Dirt	Dirt	05/11/2026	09:15	IMG_0960.JPG		14			1
901 Pecan Street #17	Left side of #17	Dirt	Concrete	05/08/2026	09:41	IMG_0932.JPG	In/Near Concrete	14		1	
901 Pecan Street #2	By front entrance, to the left, between concrete pad	Dirt	Dirt	04/30/2026	13:28	IMG_0762.JPG		14			1
901 Pecan Street #31	Right side of #31	Dirt	Dirt	05/08/2026	09:43	IMG_0933.JPG		14			1
901 Pecan Street Apt 26	South of Apt 26	Dirt	Dirt	04/24/2026	11:01	IMG_0617.JPG		14			1
Cedar Lane Apartments 45-48	By building on Cedar Lane, inside fence	Dirt	Grass	05/11/2026	09:11	IMG_0959.JPG		14			1
Cedar Lane Apartments 57-60	NE Corner of Blackburn & Pecan; Off site on street side of fence by buildings	Dirt	Grass	05/11/2026	09:09	IMG_0958.JPG		14			1
101 West Michigan	West Church off South Oak Street	Dirt	Grass	05/12/2026	11:54	IMG_0967.JPG		15			1
102 North Holly Street	Left of driveway	Dirt	Grass	04/30/2026	08:19	IMG_0734.JPG	Near concrete	15		1	
105 South Cherry Street	Left front of building, concrete driveway	Driveway	Concrete driveway	05/04/2026	08:46	IMG_0785.JPG		15		1	
1104 West Church Street	Right side of driveway	Dirt	Grass	04/27/2026	10:07	IMG_0645.JPG		15			1
1107 West Thomas Street	Left of driveway by sidewalk	Concrete	Dirt	04/23/2026	10:06	IMG_0581.JPG		15			1
1111 W. Thomas Street	By light pole	Dirt	Dirt	04/28/2026	10:34	IMG_0687.JPG		15			1
1213 W. Morris Ave	In concrete driveway, off median	Concrete	Concrete	04/24/2026	13:06	IMG_0627.JPG	Near concrete	15		1	
201 Ellezey Street	In front, by bush	Dirt	Dirt	04/29/2026	14:36	IMG_0730.JPG		15			1
202 North Elzey Street	Left of oak tree	Dirt	Dirt	05/04/2026	10:37	IMG_0800.JPG		15			1
205 E. Michigan Street	Meter by concrete sidewalk in front of house; address built in concrete	Dirt/Concrete	Dirt next to concrete sidewalk	04/28/2026	09:36	IMG_0682.JPG		15			1
205 West Dakota Street	Left front	Dirt	Grass	05/07/2026	09:37	IMG_0902.JPG		15			1
207 South Holly Street	Front right, by bush	Dirt	Grass	04/30/2026	08:14	IMG_0733.JPG		15			1
207 South Magnolia Street	Left of driveway by carport pole	Dirt	Dirt	05/06/2026	09:46	IMG_0866.JPG		15			1
210 W. Robert Street	By building and sidewalk	Dirt	Grass	04/28/2026	10:28	IMG_0686.JPG		15			1
210 West Robert Street #10	By side line	Dirt	Grass	05/04/2026	10:49	IMG_0802.JPG		15			1
211 Mooney Ave #4	Left side of apartment complex	Dirt	Dirt	05/04/2026	13:02	IMG_0817.JPG		15			1
211 North Linden Street	Front of driveway	Dirt	Grass	05/04/2026	10:32	IMG_0799.JPG		15			1
216 North Ruland Street	Left of driveway	Dirt	Dirt	05/08/2026	11:48	IMG_0948.JPG		15			1
219 East Robert Street	On east side of building	Dirt	Grass	04/24/2026	10:22	IMG_0614.JPG		15			1
300 N. Holly	By sidewalk on East Robert	Dirt	Dirt	05/01/2026	09:07	IMG_0769.JPG	Near concrete	15		1	
300 North Oak Street	In front of building	Dirt	Grass	04/30/2026	09:49	IMG_0743.JPG		15			1
301 N. Linden Street	Left front of house	Dirt	Grass	04/29/2026	14:30	IMG_0729.JPG		15			1
303 East Coleman	Right side of driveway	Concrete/Driveway	Concrete	05/04/2026	12:38	IMG_0813.JPG		15		1	
304 S. Pine Street	Left of driveway by sidewalk	Dirt	Grass	04/23/2026	12:25	IMG_0594.JPG	Near concrete	15		1	
304 South Oak Street	In front of building	Dirt	Grass	04/30/2026	09:55	IMG_0744.JPG		15			1
306 North Magnolia Street	Left of driveway	Dirt	Dirt	05/07/2026	09:46	IMG_0903.JPG		15			1
307 West Church Street	Left of driveway between trees	Dirt	Dirt	04/23/2026	13:05	IMG_0597.JPG		15			1
308 W. Church Street	Driveway	Dirt	Dirt	04/28/2026	09:10	IMG_0679.JPG		15			1
310 N. Oak Street	By oak tree	Dirt	Dirt	05/01/2026	10:38	IMG_0778.JPG		15			1
311 North Holly Street	Right side of driveway	Dirt	Grass	05/04/2026	08:50	IMG_0786.JPG		15			1

311 North Linden Street	Right of driveway	Dirt	Grass	05/08/2026	09:13	IMG_0928.JPG		15			1
311 North Olive Street	Front yard	Dirt	Dirt	05/06/2026	14:12	IMG_0888.JPG		15			1
400 S. Cherry Street	Left of house	Dirt	Grass	04/23/2026	08:53	IMG_0574.JPG		15			1
405 North Pine Street	In concrete driveway	Driveway	Concrete driveway	05/04/2026	10:45	IMG_0801.JPG		15		1	
405 South Cherry Street	Front right of house	Dirt	Grass	04/24/2026	10:07	IMG_0612.JPG		15			1
407 West Robert Street	Right side of driveway	Dirt	Grass	05/08/2026	10:30	IMG_0940.JPG		15			1
408 North Pine Street	In front of house, by sidewalk	Dirt	Grass	04/30/2026	09:44	IMG_0742.JPG		15			1
410 North Holly	Left of driveway in bushes	Dirt	Dirt	04/23/2026	13:42	IMG_0599.JPG		15			1
411 East Coleman Avenue	Right side of driveway	Dirt	Dirt	05/06/2026	08:21	IMG_0853.JPG		15			1
501 E. Thomas Street	Next to concrete sidewalk, about house	Dirt/Concrete	Dirt/grass edge next to concrete sidewalk	04/28/2026	11:27	IMG_0691.JPG		15			1
501 North Holly Street Apt #4	Left side of driveway	Dirt	Grass	05/04/2026	08:53	IMG_0787.JPG		15			1
503 North Holly Street #B	Right side of building	Dirt	Grass	05/08/2026	12:18	IMG_0952.JPG	Near concrete	15		1	
505 North Holly Street #B	Right corner of building	Dirt	Grass	05/07/2026	13:03	IMG_0919.JPG	Near concrete	15		1	
505 West Dakota Street	Behind building (unclear)	Dirt	Grass	05/05/2026	10:53	IMG_0835.JPG		15			1
506 East Michigan	In bushes	Dirt	Grass	05/05/2026	09:59	IMG_0832.JPG		15			1
511 South Cherry	Left side of house	Dirt	Dirt	05/06/2026	08:23	IMG_0854.JPG		15			1
600 West Robert Street	Meter is off of road	Dirt	Grass	05/07/2026	09:52	IMG_0904.JPG		15			1
601 North Magnolia Street	In concrete driveway	Concrete	Concrete driveway	04/30/2026	12:57	IMG_0756.JPG		15		1	
602 West Thomas Street	In front of house by sidewalk	Dirt	Dirt	05/04/2026	11:58	IMG_0810.JPG		15			1
607 West Colorado Ave	Behind house; behind fence by ditch	Dirt	Grass	04/23/2026	10:19	IMG_0583.JPG		15			1
608 West Robert Street	In concrete driveway	Concrete	Concrete driveway	04/30/2026	13:33	IMG_0763.JPG		15		1	
610 South Holly Street	Front, road side	Concrete	Grass with concrete box	04/30/2026	08:07	IMG_0732.JPG	In/Near Concrete	15		1	
610 West Thomas Street	Corner of lot by sidewalk	Dirt	Dirt	05/04/2026	11:56	IMG_0809.JPG		15			1
701 North Hazel Street	Left front side	Dirt	Grass	05/07/2026	09:27	IMG_0900.JPG		15			1
703 West Morris Ave	Right side on property line	Dirt	Grass	05/06/2026	11:37	IMG_0877.JPG		15			1
705 West Thomas Street	Inside fence off of Wilson	Dirt	Grass	05/07/2026	10:44	IMG_0909.JPG		15			1
706 North Pine Street	Left hand side of sidewalk to house	Dirt	Grass	04/24/2026	11:33	IMG_0620.JPG	Near concrete	15		1	
706 West Church Street	By sidewalk	Dirt	Dirt	05/05/2026	10:47	IMG_0834.JPG		15			1
901 West Colorado Street	Left of property by bush	Dirt	Grass	05/07/2026	09:30	IMG_0901.JPG		15			1
902 West Thomas Street	Off North Coleman	Dirt	Dirt	05/05/2026	12:11	IMG_0843.JPG	Near concrete	15		1	
904 West Idaho Street	West corner of fence	Dirt	Grass	04/30/2026	13:07	IMG_0758.JPG		15			1
905 W. Colorado Street	Second house (location note unclear)	Dirt	Grass	04/30/2026	13:02	IMG_0757.JPG		15			1
905 West Idaho Street	Front left side	Dirt	Grass	04/29/2026	08:53	IMG_0714.JPG		15			1
912 West Morris Avenue	Right of building	Dirt	Grass	05/04/2026	11:50	IMG_0808.JPG		15			1
112 Blackburn Road	In front of house, by tree	Dirt	Dirt	04/24/2026	10:45	IMG_0616.JPG		16			1
117 East Thomas Street	In red brick, in front of building	Sidewalk	Brick/Sidewalk	05/06/2026	11:53	IMG_0878.JPG		16	1		
1005 East Thomas Street	Left of stake, away by light pole	Dirt	Grass	04/28/2026	11:23	IMG_0690.JPG		17			1
1107 E. Iowa Ave	Right of driveway	Dirt	Grass	04/30/2026	13:47	IMG_0764.JPG		17			1
1355 Hwy 190 E	On Mooney side of building	Concrete/Driveway	Concrete	05/04/2026	12:09	IMG_0812.JPG		17		1	
17021 East Coleman Ave	In driveway, in gravel	Driveway	Gravel	04/27/2026	09:24	IMG_0640.JPG		17			1
17384 Hwy 190 East	Left side of, left of driveway	Dirt	Dirt	04/29/2026	12:56	IMG_0722.JPG		17			1
207 S. Olive Street	Side, by other driveway	Dirt	Grass	04/28/2026	11:54	IMG_0692.JPG		17			1
304 Wilbert Dangerfield Drive	In front of house, by fence	Dirt	Grass	04/30/2026	08:26	IMG_0735.JPG		17			1
310 South Olive Street	In concrete sidewalk on Coleman	Sidewalk	Concrete/sidewalk	05/05/2026	12:00	IMG_0842.JPG		17		1	
405 South Chestnut	In driveway	Driveway	Gravel driveway	05/04/2026	08:18	IMG_0780.JPG		17			1
410 Noah James Drive	In front of house off driveway	Dirt	Grass	04/28/2026	12:01	IMG_0693.JPG		17			1
44272 South Range Road	Northside of property, near fence	Dirt	Grass	05/04/2026	08:39	IMG_0784.JPG		17			1
507 East Coleman	In front of house	Dirt	Concrete/dirt	05/06/2026	08:18	IMG_0852.JPG	Near concrete	17		1	
601 East Hanson Avenue	In front of building	Dirt	Grass	05/05/2026	08:58	IMG_0828.JPG		17			1
601 East Hanson Avenue	Side of street by attached building	Dirt	Grass	05/06/2026	08:14	IMG_0851.JPG		17			1
605 East Iowa Avenue	In front of fence	Dirt	Grass	05/08/2026	11:06	IMG_0941.JPG		17			1
611 East Park	Meter is on Chestnut Street side, south side	Dirt	Grass	04/23/2026	08:39	IMG_0572.JPG		17			1
706 South Walnut Street	Off East Williams Ave by oak tree	Dirt	Dirt	05/04/2026	08:33	IMG_0783.JPG		17			1
707 E. Merry Ave	In concrete driveway	Concrete/Driveway	Concrete driveway	04/28/2026	13:21	IMG_0701.JPG		17		1	
711 South Chestnut	On side of house on crossroad (right side)	Dirt	Dirt	05/08/2026	11:09	IMG_0942.JPG		17			1
729 E. Charles St.	Front left side of yard	Dirt	Dirt	04/27/2026	09:57	IMG_0644.JPG		17			1
800 East Park Ave	In front yard	Dirt	Grass	04/28/2026	08:07	IMG_0669.JPG		17			1
900 E. Park Ave	Right of driveway and house, by bushes	Dirt	Grass	04/23/2026	08:33	IMG_0571.JPG		17			1
900 East Iowa Avenue	In front of house	Dirt	Grass	05/07/2026	11:39	IMG_0911.JPG		17			1
903 E Morris Ave	Sidewalk of building by road	Dirt	Grass	05/01/2026	10:30	IMG_0777.JPG		17			1
912 East Merry	In front of house, to left	Dirt	Grass	05/05/2026	09:29	IMG_0830.JPG		17			1
206 Woodscale Road	In concrete driveway	Driveway	Concrete/Driveway	05/07/2026	13:12	IMG_0920.JPG		18		1	
106 Tammy Drive	In front of house to the left	Dirt	Grass	04/28/2026	10:45	IMG_0688.JPG		19			1
12 Timberlane Drive	In front of house	Dirt	Grass	04/28/2026	12:38	IMG_0696.JPG		19			1
44479 Lato Lane	Between driveways	Dirt	Grass	05/05/2026	08:44	IMG_0827.JPG		19			1
514 Joe Farris Drive	Left front of house; concrete box in dirt	Dirt	Grass	04/24/2026	08:37	IMG_0602.JPG		19			1

606 Jodi Drive	Left of side driveway	Dirt	Grass	04/24/2026	08:42	IMG_0603.JPG		19			1
607 Joe Farris Drive	Left side of driveway; concrete box in dirt	Dirt	Grass	04/27/2026	13:29	IMG_0662.JPG		19			1
617 Joe Farris Drive	Front left side	Dirt	Dirt	04/28/2026	12:31	IMG_0695.JPG		19			1
633 Joe Farris Drive	Front left of building, by road	Dirt	Dirt	04/30/2026	12:43	IMG_0755.JPG		19			1
1001 Rue Cannes	In front of house	Dirt	Grass	04/30/2026	12:24	IMG_0752.JPG		20			1
1002 Rue St. Michael	Left of driveway in yard	Dirt	Grass	05/06/2026	12:40	IMG_0880.JPG		20			1
1005 Delmar Drive	Right of mailbox in yard	Dirt	Grass	04/23/2026	13:26	IMG_0598.JPG		20			1
1015 Lovett St.	Front yard, by curb/pole	Dirt	Grass	04/27/2026	08:30	IMG_0633.JPG		20			1
1040 Roma Ave.	Intersection of parking lot	Concrete/Driveway	Gravel, concrete edge nearby	05/01/2026	10:19	IMG_0776.JPG	Near concrete	20		1	
107 Lizzie Watts Lane	Right of driveway	Dirt	Dirt	05/08/2026	11:31	IMG_0946.JPG		20			1
107 Wells Drive	Right of driveway by light pole	Dirt	Grass	04/23/2026	11:27	IMG_0589.JPG		20			1
108 Short Street	Left side in front of house	Dirt	Grass	05/06/2026	08:56	IMG_0858.JPG		20			1
1100 Rue Chalet	In front of house, by sidewalk	Dirt	Grass	04/30/2026	11:08	IMG_0749.JPG		20			1
1104 Rue De La Paix	In front of house, by tree	Dirt	Grass	04/27/2026	13:19	IMG_0660.JPG		20			1
1108 Rue St. Michael	Meters left of house off other road	Dirt	Grass	05/07/2026	12:03	IMG_0914.JPG		20			1
1111 Natchez Street	Right side of driveway	Dirt	Concrete driveway edge	05/04/2026	09:48	IMG_0795.JPG	Near concrete	20		1	
117 Wells Dr.	Between fence line at water meter	Concrete	Grass	05/01/2026	09:55	IMG_0774.JPG		20			1
1201 Derek Drive	On Rue Samone, right of driveway	Dirt	Grass	05/04/2026	11:38	IMG_0807.JPG		20			1
1405 Corbin Road	Front right	Dirt	Grass	04/27/2026	11:34	IMG_0655.JPG		20			1
14529 Old Baton Rouge Hwy	In front, by light pole	Dirt	Grass	04/27/2026	08:37	IMG_0634.JPG		20			1
1507 Harrell Ave	Left of driveway, in gravel	Driveway	Dirt	04/30/2026	10:56	IMG_0747.JPG	Near asphalt	20		1	
1601 Skinner Lane	Right side in front of house	Dirt	Grass	05/04/2026	12:53	IMG_0815.JPG		20			1
1603 Skinner Lane	Left front of house	Dirt	Grass	05/04/2026	12:55	IMG_0816.JPG		20			1
1604 Palmetto Rd.	West of 1602	Dirt	Grass	05/01/2026	10:01	IMG_0775.JPG		20			1
1611 Palmetto	In front of house, near service meter number	Dirt	Grass	04/24/2026	14:44	IMG_0631.JPG		20			1
1805 Harrell Avenue	Front left of driveway	Dirt	Grass	05/08/2026	08:45	IMG_0925.JPG		20			1
2004 Harrell Ave	Left front of house	Dirt	Grass	04/28/2026	12:15	IMG_0694.JPG		20			1
201 South Scanlan Street	Right side of driveway	Dirt	Dirt	04/23/2026	09:31	IMG_0576.JPG		20			1
203 Mississippi Street	Left of pole, in yard	Dirt	Dirt	04/29/2026	13:54	IMG_0725.JPG		20			1
211 Celia Ave	Left side of driveway	Dirt	Dirt	04/22/2026	14:32	IMG_0568.JPG		20			1
212 Brandi Lane	Front left by fence	Dirt	Grass	05/07/2026	12:13	IMG_0916.JPG		20			1
2280 Old Baton Rouge Hwy	By road, west of Nichols Lane	Dirt	Grass	04/24/2026	09:00	IMG_0605.JPG		20			1
2501 Old Baton Rouge Hwy	Off Del Mar, across from second light pole	Dirt	Grass	04/28/2026	12:52	IMG_0697.JPG		20			1
265 South Morrison Blvd	Front left side of building, by road	Dirt	Grass	04/30/2026	11:16	IMG_0750.JPG		20			1
2700 Rue St. Martin	Right front corner	Dirt	Grass	04/30/2026	11:04	IMG_0748.JPG		20			1
2701 Rue St. Martin	Left corner of building	Dirt	Dirt	05/06/2026	08:50	IMG_0857.JPG		20			1
2702 Rue St. Martin	Left of building, in front of building	Dirt	Grass	04/23/2026	09:52	IMG_0579.JPG		20			1
2709 Rue St. Martin #B	Left of North side of building	Dirt	Grass	04/23/2026	09:55	IMG_0580.JPG		20			1
304 Mississippi Street	Right of mailbox	Dirt	Grass	05/08/2026	08:29	IMG_0922.JPG		20			1
408 Brandi Lane	In front of house, left of light pole	Dirt	Dirt	04/24/2026	08:47	IMG_0604.JPG		20			1
502 Mississippi Street	In front of trailer, to left of gas meter	Dirt	Grass	04/24/2026	09:08	IMG_0606.JPG		20			1
600 Rue St. Martin #C	Off of Old Baton Rouge Hwy; in front of Apts C and D	Dirt	Grass	04/23/2026	09:46	IMG_0578.JPG		20			1
602 Mississippi Street	Left of driveway	Dirt	Grass	04/28/2026	13:09	IMG_0700.JPG		20			1
604 Rue St. Martin	Referred by main road	Dirt	Dirt	05/07/2026	12:09	IMG_0915.JPG		20			1
608 Rue St. Martin #C	South side of building by street	Dirt	Grass	04/23/2026	09:40	IMG_0577.JPG		20			1
615 Mississippi Street	By tree in front yard	Dirt	Dirt	05/08/2026	08:33	IMG_0923.JPG		20			1
629 Rue St. Martin	In front of house, right of walkway	Dirt	Grass	04/27/2026	08:41	IMG_0635.JPG		20			1
702 Rue Cannes	Right side of property	Dirt	Grass	04/27/2026	13:24	IMG_0661.JPG		20			1
704 Rue Cannes	In front of house	Dirt	Dirt	05/05/2026	08:37	IMG_0826.JPG		20			1
707 Del Mar Boulevard	In front of house, to left	Dirt	Grass	05/06/2026	08:45	IMG_0856.JPG		20			1
800 Del Mar Blvd	Front right side of house	Dirt	Grass	04/30/2026	12:36	IMG_0754.JPG		20			1
802 Roma Ave	Northwest corner of building	Concrete	Concrete	04/28/2026	08:38	IMG_0674.JPG	Near concrete	20		1	
802 Rue De La Paix	In front, to the left side	Dirt	Grass	05/07/2026	11:59	IMG_0913.JPG		20			1
805 Pace Street	In front of house	Dirt	Grass	04/29/2026	14:08	IMG_0726.JPG		20			1
806 Natchez Street	Left of driveway by bushes	Dirt	Dirt	05/06/2026	09:14	IMG_0861.JPG		20			1
810 Natchez Street	In concrete between sidewalk and driveway	Concrete/Driveway	Concrete	05/06/2026	09:09	IMG_0860.JPG	In/Near Concrete	20		1	
901 Delmar Blvd	Front left side	Dirt	Dirt	04/30/2026	12:33	IMG_0753.JPG		20			1
901 Rue De La Paix	In front of house	Dirt	Dirt	05/08/2026	11:37	IMG_0947.JPG		20			1
902 Rue St. Michael	Front yard, left	Dirt	Dirt	05/06/2026	12:38	IMG_0879.JPG		20			1
100 West Stovall Street	In front of house, left of tree	Dirt	Dirt	04/27/2026	08:53	IMG_0636.JPG		21			1
103 1/2 White Street	By fence between properties	Dirt	Dirt	05/06/2026	09:33	IMG_0864.JPG		21			1

105 Kinney Street	By trees before house on left	Dirt	Grass	05/08/2026	11:18	IMG_0943.JPG		21			1
107 W. Stovall Street	At Westminster Drive, by trailer (hauled trailer)	Dirt	Grass	04/27/2026	14:19	IMG_0667.JPG		21			1
108 Garret Drive	Left of driveway by light pole	Dirt	Grass	04/24/2026	09:15	IMG_0607.JPG		21			1
109 Litton Drive	On driveway before drive	Dirt	Grass	05/08/2026	11:29	IMG_0945.JPG		21			1
110 East Green Street	Front right side	Dirt	Dirt	05/04/2026	09:33	IMG_0792.JPG		21			1
1100 Mooney Avenue	In concrete sidewalk	Concrete/Sidewalk	Concrete/sidewalk	05/06/2026	09:04	IMG_0859.JPG		21		1	
1101 South Pine	By south fence	Dirt	Dirt	05/05/2026	11:51	IMG_0841.JPG		21			1
1103 West Coleman Avenue	In front yard	Dirt	Grass	05/04/2026	12:47	IMG_0814.JPG		21			1
1104 South Pine Street	South of driveway	Dirt	Dirt	04/29/2026	09:48	IMG_0718.JPG		21			1
1107 Hewitt Rd	In front of house, right of driveway	Dirt	Grass	04/28/2026	10:15	IMG_0685.JPG		21			1
1110 Smith Square	Left of walkway to building	Dirt	Grass	04/27/2026	09:05	IMG_0638.JPG	Near concrete	21		1	
1111 Mooney Ave	Between the lots at side line	Dirt	Dirt	05/04/2026	09:43	IMG_0794.JPG		21			1
112 Ozone Drive	Left of driveway	Dirt	Dirt	04/29/2026	14:16	IMG_0727.JPG		21			1
1120 SW Railroad Road	In front of building, along cluster near parking lot/lawnmower area	Dirt	Grass	04/24/2026	12:03	IMG_0622.JPG		21			1
116 Ozone Drive	Front yard to the right	Dirt	Dirt	05/06/2026	09:28	IMG_0863.JPG		21			1
117 West Newman Street	Left of house	Dirt	Grass	05/04/2026	09:29	IMG_0791.JPG		21			1
120 Maryland Street	Left front, 2 meters on right (2 meters for this address)	Dirt	Grass	04/23/2026	11:54	IMG_0591.JPG		21			1
1202 South Spruce Street	Meter is on Phoenix Drive	Dirt	Grass	05/07/2026	08:12	IMG_0890.JPG		21			1
1204 Smith Square	Front left of yard	Dirt	Grass	04/27/2026	14:23	IMG_0668.JPG		21			1
1209 Smith Square	In front to the left	Dirt	Meter in concrete box	04/28/2026	13:02	IMG_0699.JPG		21		1	
1210 Phoenix Square	Front edge of driveway	Dirt	Grass	05/04/2026	09:39	IMG_0793.JPG		21			1
1218 South Magnolia Street	Front left by pole	Dirt	Grass	04/28/2026	08:27	IMG_0673.JPG		21			1
123 East Louisa W Street	Front right of property	Dirt	Grass	04/27/2026	08:57	IMG_0637.JPG		21			1
1301 South Magnolia Street	Front of house	Dirt	Gravel	04/28/2026	08:24	IMG_0672.JPG		21			1
1307 Mooney Ave #C	Left of driveway	Dirt	Dirt	05/04/2026	13:06	IMG_0818.JPG		21			1
1307 Palmetto Road	Right of driveway	Dirt	Grass	05/06/2026	09:21	IMG_0862.JPG		21			1
1308 Palmetto Road	Front of house by road	Dirt	Grass	04/29/2026	13:49	IMG_0724.JPG		21			1
1340 South Magnolia Street	Front left side of building	Dirt	Dirt	05/07/2026	10:54	IMG_0910.JPG		21			1
1400 SW Railroad Ave	Right side of main road	Concrete	Grass	04/29/2026	12:38	IMG_0721.JPG		21			1
1420 SW Railroad	In front of building	Dirt	Dirt	04/30/2026	10:20	IMG_0745.JPG		21			1
1530 SW Railroad	Left of lot drive	Dirt	Dirt	05/05/2026	12:26	IMG_0844.JPG		21			1
1600 Phoenix Square	(location illegible on form)	Dirt	Grass	05/01/2026	09:49	IMG_0773.JPG		21			1
204 George Perkins Drive	Right of driveway, front right side of property	Dirt	Grass	04/27/2026	11:28	IMG_0654.JPG		21			1
208 Washington Street	Front of house	Dirt	Dirt	04/23/2026	09:21	IMG_0575.JPG		21			1
210 Florida Street	At road end of lot by fence	Dirt	Grass	05/04/2026	10:01	IMG_0796.JPG		21			1
213 Florida St	South side of building at sidewalk	Dirt	Dirt	05/01/2026	09:40	IMG_0772.JPG		21			1
214 Kansas St	Left of front, street side of grass	Dirt	Dirt	05/06/2026	09:39	IMG_0865.JPG		21			1
304 Mooney Avenue #1	Left of sidewalk	Dirt	Grass	05/08/2026	11:24	IMG_0944.JPG		21			1
304 Washington Avenue	Left of driveway	Dirt	Dirt	05/04/2026	13:21	IMG_0820.JPG		21			1
402 JW Davis Street	By fence in grass	Dirt	Grass	04/23/2026	12:11	IMG_0593.JPG		21			1
606 2nd Avenue	Between bush and road, in front of house	Dirt	Grass	04/29/2026	14:22	IMG_0728.JPG		21			1
607 1/2 2nd Ave	In front of 2 lots, by sidewalk	Dirt	Grass	04/24/2026	13:16	IMG_0628.JPG		21			1
610 J.W. Davis Street	Right of driveway	Dirt	Grass	04/24/2026	09:19	IMG_0608.JPG		21			1
706 South Cherry Street	Left of driveway	Dirt	Dirt	04/27/2026	09:16	IMG_0639.JPG		21			1
710 S.W. Railroad, Site G and H	Behind building, Site G and H	Dirt	Dirt	05/11/2026	10:02	IMG_0963.JPG		21			1
802 South Cypress Street	Front left of house	Dirt	Dirt	05/06/2026	08:28	IMG_0855.JPG	Near concrete	21		1	
806 South Spruce Street	Front left corner	Dirt	Dirt	05/08/2026	09:04	IMG_0927.JPG		21			1
810 Mooney Ave	Meter location illegible on form	Dirt	Grass	04/29/2026	13:34	IMG_0723.JPG		21			1
910 South Pine Street	Side of building	Dirt	Grass	05/05/2026	10:59	IMG_0836.JPG		21			1
101 Elm Court	Front left by fence	Dirt	Grass	04/28/2026	08:18	IMG_0671.JPG		22			1
103 Felder Drive	Right of driveway; meter is on left side	Dirt	Grass	04/23/2026	08:23	IMG_0569.JPG	Near concrete	22		1	
109 Felder Drive	Left side of house by road	Dirt	Grass	05/05/2026	09:23	IMG_0829.JPG	Near concrete	22		1	
1303 South Holly Street	Front left of street	Dirt	Grass	04/28/2026	08:14	IMG_0670.JPG		22			1
43472 Freret Street	Island yard	Dirt	Grass	05/06/2026	13:57	IMG_0886.JPG		22			1
506 East Iowa Ave	Left of driveway	Dirt	Dirt	04/27/2026	09:31	IMG_0641.JPG		22			1
511 Sanders Ave	Front right side of property	Dirt	Dirt	05/04/2026	08:27	IMG_0782.JPG		22			1
600 Sanders Drive	Right of driveway, other side of bushes	Dirt	Grass	05/07/2026	11:44	IMG_0912.JPG		22			1
700 Sanders Ave	Between street and Chestnut by mailbox	Dirt	Grass	05/04/2026	08:22	IMG_0781.JPG		22			1
707 East Illinois Ave	Right side of driveway	Dirt	Grass	04/27/2026	11:19	IMG_0653.JPG		22			1
709 Old Covington Hwy	Between driveways (meter closer to west)	Dirt	Grass	04/24/2026	09:49	IMG_0611.JPG		22			1

804 East Illinois Avenue	In front of house	Dirt	Grass	05/06/2026	08:09	IMG_0850.JPG		22			1
809 East Louisiana Street	In bushes toward street	Dirt	Dirt	05/06/2026	14:05	IMG_0887.JPG		22			1
900 South Chestnut Street	Front right side	Dirt	Dirt	04/24/2026	10:12	IMG_0613.JPG		22			1
902 East Illinois Street	Right side of driveway	Dirt	Grass	04/30/2026	08:01	IMG_0731.JPG		22			1
911 East Louisiana Avenue	In concrete driveway	Driveway	Concrete/Driveway	05/07/2026	07:56	IMG_0889.JPG	In/Near Concrete	22		1	
914 South Holly Street	Left side of house in front, by light pole but on house side	Dirt	Grass	04/23/2026	08:45	IMG_0573.JPG		22			1
1509 Natchez Street #3	Left of house	Dirt	Dirt	05/08/2026	08:40	IMG_0924.JPG		23			1
1600 Natchez St.	In front of house	Dirt	Grass	04/24/2026	14:39	IMG_0630.JPG		23			1
2010 S. Morrison Road	in wooden fence; meter to south	Concrete/Dirt	Grass/Concrete	4/24/2026	12:46	IMG_0625.JPG	Near concrete	23		1	
107 Duo Drive	Right of fountain; far meter box to the east	Dirt	Grass	04/24/2026	09:40	IMG_0610.JPG		24			1
1310 JW Davis Drive	Down road on sidewalk at building	Dirt	Grass	05/08/2026	08:55	IMG_0926.JPG	Near concrete	24		1	
1606 South Magnolia Street	Left of driveway	Dirt	Dirt	05/06/2026	09:56	IMG_0867.JPG		24			1
1812 JW Davis Drive	Between driveways	Dirt	Grass	05/04/2026	13:12	IMG_0819.JPG		24			1
1904 JW Davis Drive Apt A	Between driveways; meter to south	Dirt	Grass	04/24/2026	09:27	IMG_0609.JPG		24			1
1920 SW Railroad	In front of building, by A/C and vacuum, dust of bushes	Dirt/Concrete	Concrete pad	04/23/2026	11:42	IMG_0590.JPG		24			1
								Total:	1	65	327

Location Information			System-Owned Portion							Customer-Owned Portion							Entire Service Line Material Classification	Additional Information to Assign Tap Monitoring Tiering
Unique Service Line ID	Location Identifier		System-Owned Portion Service Line Material Classification	Service Line Size	Basis of Material Classification	Was the Service Line Material Field Verified?	If "Yes" Service Line Material		Notes	Customer-Owned Portion Service Line Material	Service Line Size	Basis of Material Classification	Was the Service Line Material Field Verified?	If "Yes" Describe the Field Verification Method	If "Yes" Enter the Date of Field Verification	Notes		Building Type Connected to Service Line
	Street Address	Other Location Identifier					Describe the Field Verification Method	Enter the Date of Field Verification										
A Unique ID is recommended for each service line.	*Water systems must track addresses of all service lines in their internal inventory. For the publicly accessible version, location identifiers are required for lead and galvanized requiring replacement. If the system does not use addresses for their location identifier, other options could include GPS coordinates, landmark, intersection, block, or other details to specify service line locations.*		*Dropdown list includes recommended subclassifications. If "Non-Lead Other", describe in Notes field*	*Diameter in inches*	*Select option from drop down list. If "Other," describe in the Notes field*	*Select Yes or No*	*Select option from drop down list. If "Other," describe in the Notes field*	*Enter approximate date of field verification or date that the record was updated*	*Can use this field for documenting additional relevant information, including when classification changes.*	*Dropdown list includes recommended subclassifications. If non-lead other, describe in Notes field.*	*Diameter in inches*	*Select option from drop down list. If "Other," describe in the Notes field*	*Select Yes or No*	*Select option from drop down list. If "Other," describe in the Notes field*	*Enter approximate date of field verification or date that record was updated*	*Can use this field for documenting additional relevant information, including when classification changes.*	*Dropdown list includes four required service line classifications of Lead, Non-lead, Galvanized Requiring Replacement, or Unknown*	*Note: This information may be helpful for identifying lead tap monitoring locations.*
Example 1	*1234 Test St., City, State, Zip Code*	*Intersection of Test and Elm St.*	*Non-Lead - Plastic*	*2*	*Installation date after lead ban*	*Yes*	*Visual inspection at the meter pit*	*5/1/2019*		*Non-Lead - Plastic*	*2*	*Installation date after lead ban*	*No*				Non-Lead	*Single Family Residence*
Example 2	*4321 Test St., City, State, Zip Code*	*Intersection of Test and Main St.*	*Non-Lead - Plastic*	*2*	*Installation record (e.g., tap card)*	*Yes*	*Mechanical excavation at one location*	*9/10/2020*		*Galvanized*	*2*	*Installation record (e.g., tap card)*	*Yes*	*Mechanical excavation at one location*	########		Non-Lead	*Single Family Residence*
Example 3	*16 Capital St., City, State, Zip Code*		*Non-Lead - Copper*	*1 1/2*	*Service line repair or replacement record*	*No*				*Galvanized*	*1 1/2*	*Installation record (e.g., tap card)*	*No*				Galvanized Requiring Replacement	*Other*
Example 4	*1 Water Avenue, City, State, Zip Code*		*Unknown - Likely Lead*	*2*		*No*				*Galvanized*	*2*		*Yes*	*Customer self-identification*	*8/8/2020*		Galvanized Requiring Replacement	*Single Family Residence*
Example 5	*67 Children's Place, City, State, Zip Code*		*Unknown - Material Unknown*	*3/4*		*No*				*Unknown - Material Unknown*	*3/4*		*No*				Unknown	*Single Family Residence*
Example 6	*30 Price Street, City, State, Zip Code*		*Lead-lined galvanized*	*2*	*Installation record (e.g., tap card)*	*Yes*	*CCTV investigation at curb stop - internal*	*8/8/2020*		*Lead-lined galvanized*	*2*	*Installation record (e.g., tap card)*	*No*				Lead	*Single Family Residence*
Example 7	*123 System Ave., City, State, Zip Code*	*Building A*	*Non-Lead - Copper*	*2*	*Service line repair or replacement record*	*No*				*Galvanized*	*2*	*Installation record (e.g., tap card)*	*Yes*	*Customer self-identification*	########		Galvanized Requiring Replacement	*Single Family Residence*

CONSTRUCTION PLANS

FOR

EPA LEAD SERVICE SURVEY

for the

CITY OF HAMMOND

PETE PANEPINTO, MAYOR

CITY COUNCIL

KIP ANDREWS, CITY COUNCIL PRESIDENT
SAM DIVITTORIO
CARLEE WHITE GONZALES
STEVE LEON
DEVON WELLS

Lisa Cockerham, Clerk of the Council

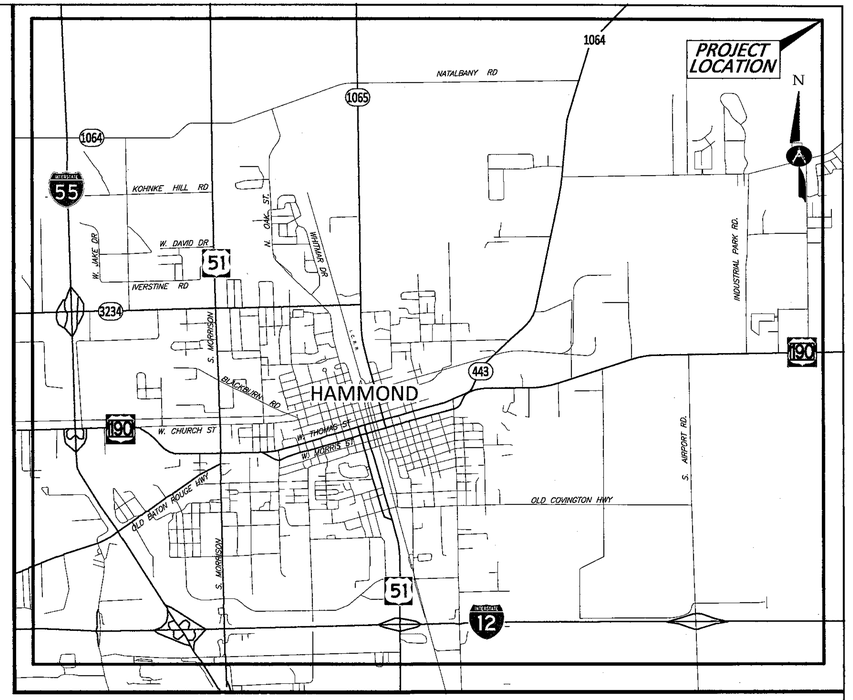
October 22, 2026

Prepared by:

Spangler Engineering, LLC

Consulting Civil Engineers

POST OFFICE BOX 1374
214 SOUTHWEST RAILROAD AVENUE
HAMMOND, LOUISIANA 70404
(985) 542-8665



VICINITY MAP

NTS

INDEX

TITLE SHEET	1
PROJECT MAP	2
PLAN SHEETS	3–24
DETAILS	25–26

STATE OF LOUISIANA
JAY COLDON PITTMAN
License No. 39059
PROFESSIONAL ENGINEER IN CIVIL ENGINEERING

Recommended: _____ 22 OCT. 26
JAY COLDON PITTMAN, P.E. Date

Approved: _____ 10/22/2026
Pete Panepinto, Mayor Date

Approved: _____ 10-22-26
Guy Palermo, Superintendent Sewer & Water Dept. Date

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GRAPHIC SCALE

1700 0 850 1700 3400 5100

(IN FEET)
1 inch = 1700 ft.

N

1 2 3 4 5 6 7 8 9
(SEE SHT. 3) (SEE SHT. 4) (SEE SHT. 5)

10 11 12 13 14 15 16 17 18
(SEE SHT. 6) (SEE SHT. 7) (SEE SHT. 8) (SEE SHT. 9)

19 20 21 22 23 24 25 26 27
(SEE SHT. 10) (SEE SHT. 11) (SEE SHT. 12)

28 29 30 31 32 33 34 35 36
(SEE SHT. 13) (SEE SHT. 14) (SEE SHT. 15&16) (SEE SHT. 17) (SEE SHT. 18)

37 38 39 40 41 42 43 44 45
(SEE SHT. 19) (SEE SHT. 20) (SEE SHT. 21) (SEE SHT. 22)

47 48 49 50 51 52 53 54 55
(SEE SHT. 23) (SEE SHT. 24)

56 57 58 59 60 61 62 63 64

I-55 I-12 US 51 LA 443 LA 190

STATE OF LOUISIANA
JAY COLDON PITTMAN
License No. 39050
PROFESSIONAL ENGINEER
IN
ENGINEERING
12/4/20

SCALE:	1"=1700'
DATE:	10/22/2026
DRAWN:	A.L.L.
CHECKED:	J.C.P.

PROJECT OVERVIEW MAP

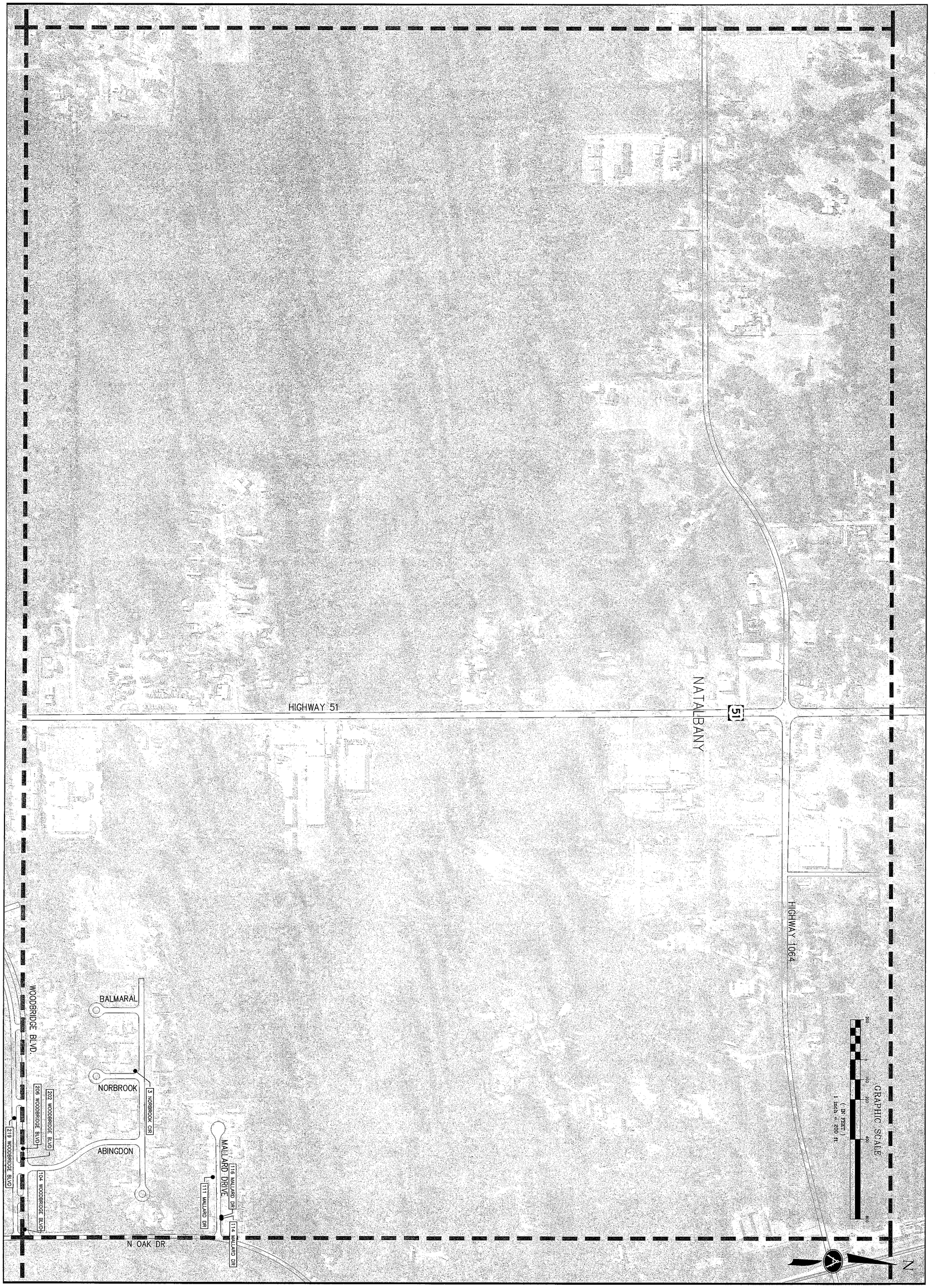
EPA LEAD SERVICE SURVEY
for the
CITY OF HAMMOND

Spangler Engineering, LLC
CONSULTING CIVIL ENGINEERS
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SHEET
2

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SHEET 3

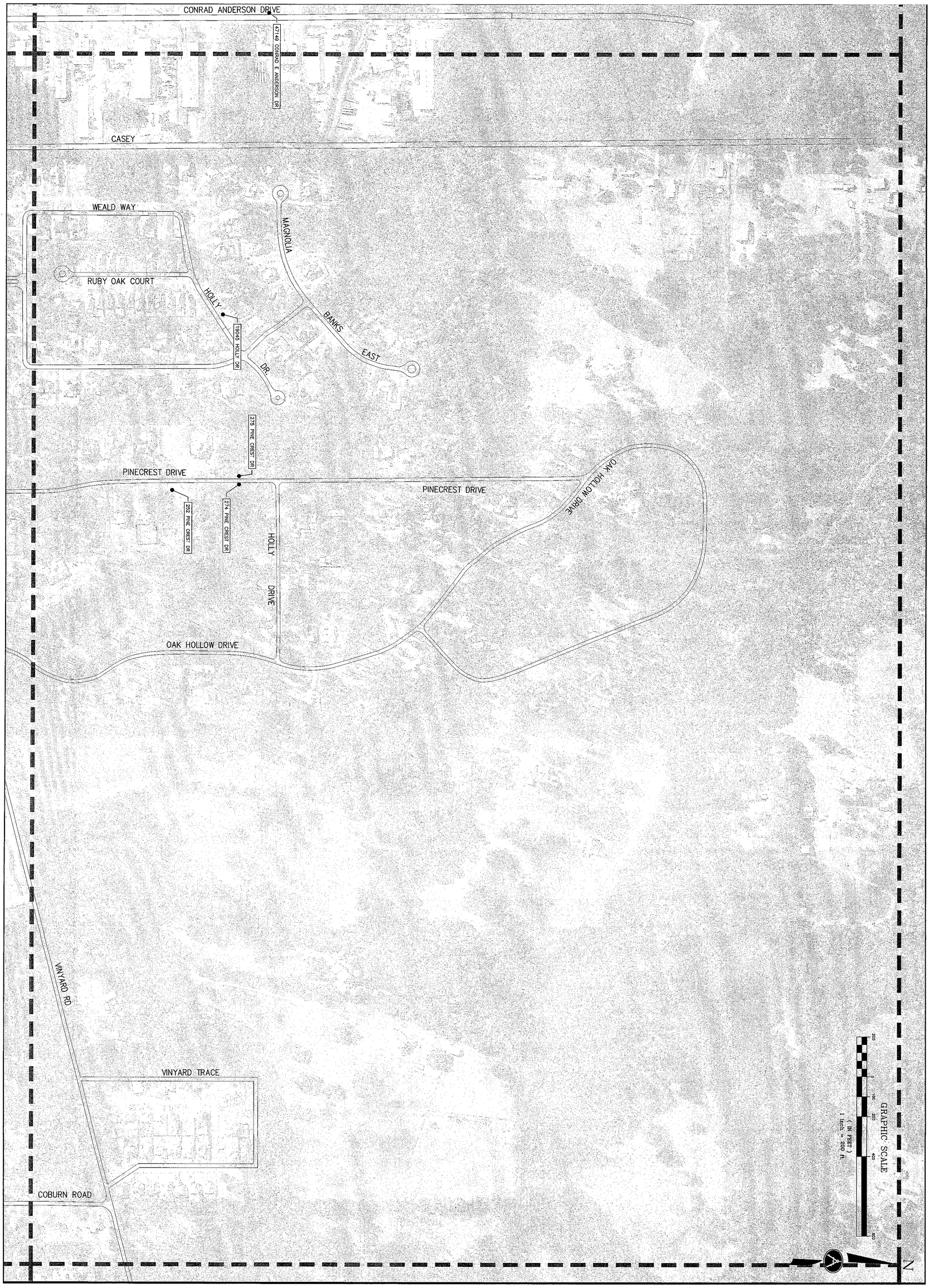
Spangler Engineering, LLC
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EPA LEAD SERVICE SURVEY
for the
CITY OF HAMMOND

PANEL 4
WATER SERVICE LOCATIONS

SCALE:	1"=200'
DATE:	10/22/2026
DRAWN:	ALL
CHECKED:	J.C.P.

STATE OF LOUISIANA
JAY CODY PITTMAN
License No. 38202
PROFESSIONAL ENGINEER



SHEET 4

Spangler Engineering, LLC
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EPA LEAD SERVICE SURVEY

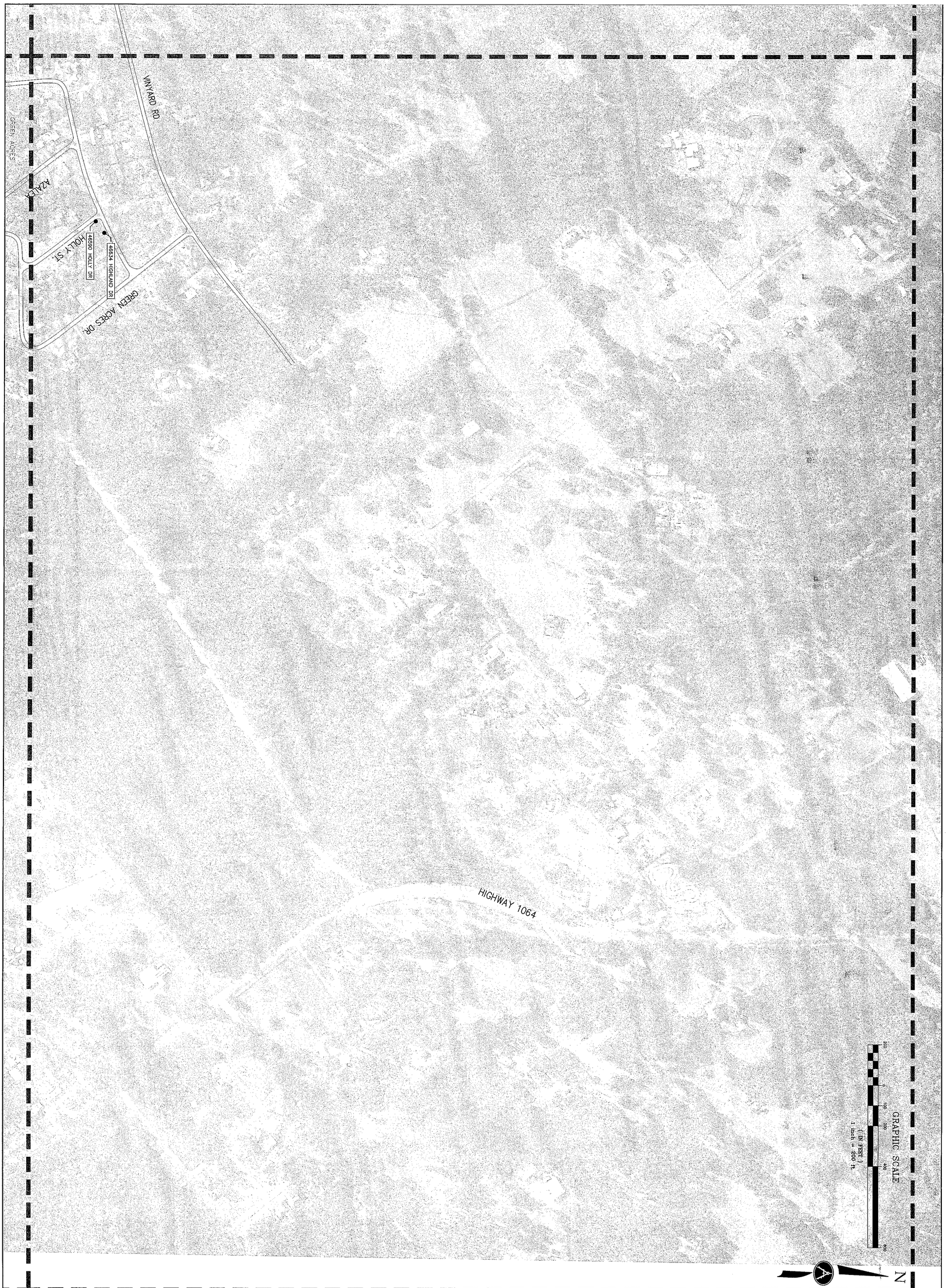
for the
CITY OF HAMMOND

PANEL 8
WATER SERVICE LOCATIONS

SCALE:	1"=200'
DATE:	10/22/2026
DRAWN:	A.L.L.
CHECKED:	J.C.P.

STATE OF LOUISIANA
JAY CHARLES PITTMAN
License No. 36026
PROFESSIONAL ENGINEER

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SHEET 5

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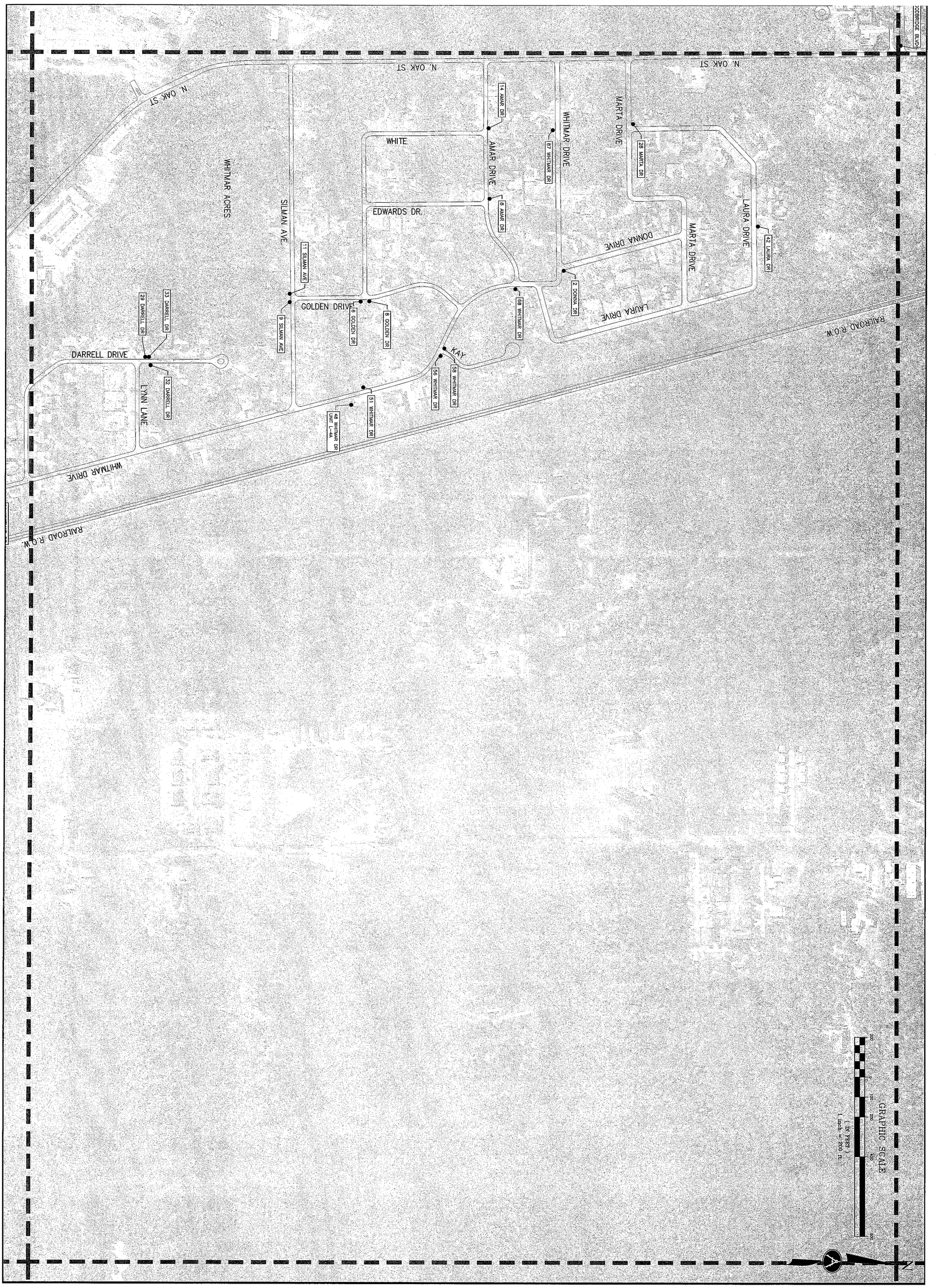
for the
CITY OF HAMMOND

PANEL 9
WATER SERVICE LOCATIONS

SCALE: 1"=200'
DATE: 10/22/2026
DRAWN: A.L.L.
CHECKED: J.C.P.

STATE OF LOUISIANA
JAY COLLIN PITMAN
Licensed Professional Engineer
No. 38324
REGISTERED PROFESSIONAL ENGINEER

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SHEET 6

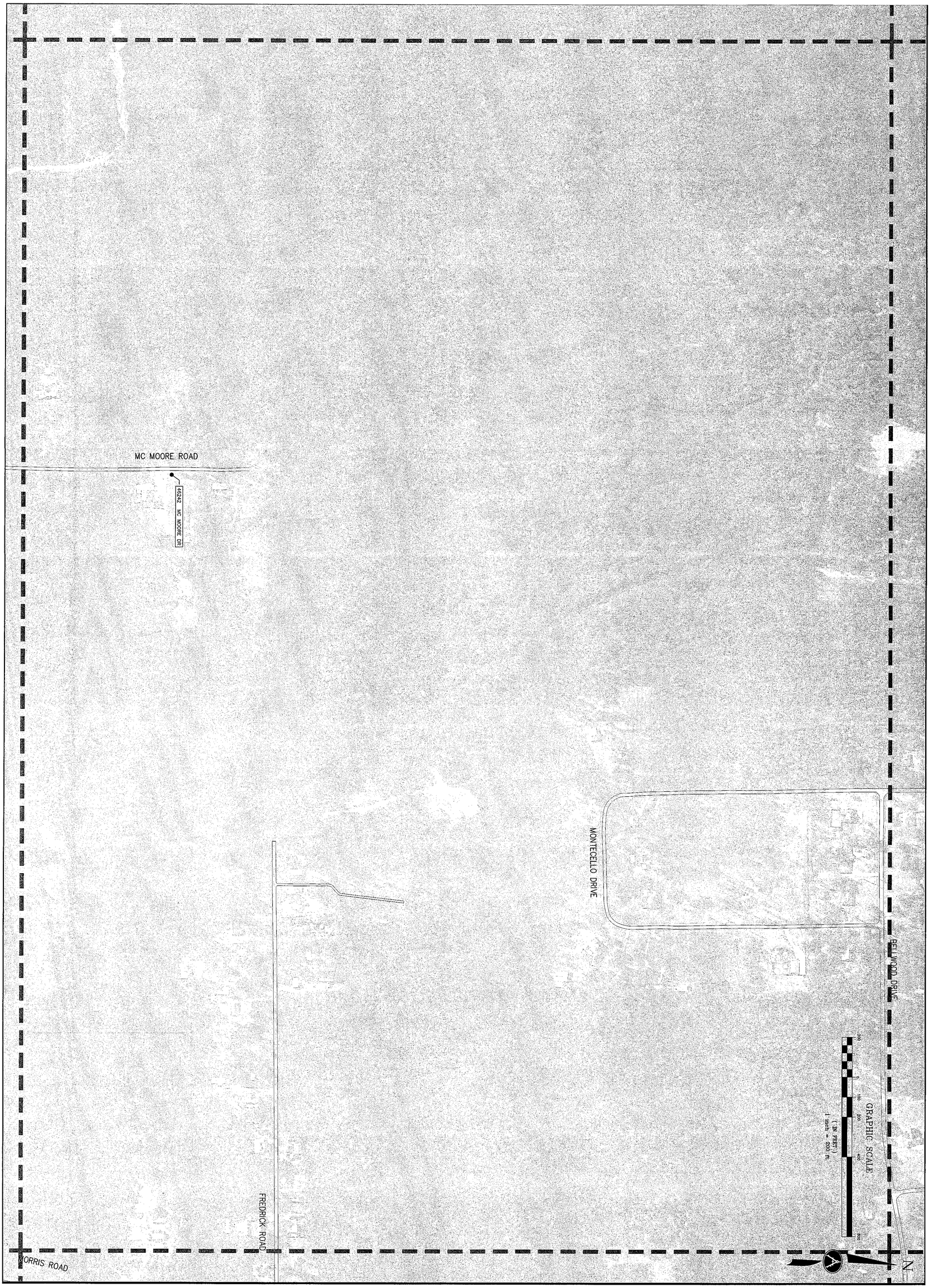
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EPA LEAD SERVICE SURVEY
for the
CITY OF HAMMOND

PANEL 14
WATER SERVICE LOCATIONS

SCALE: 1"=200'
DATE: 10/22/2026
DRAWN: A.L.L.
CHECKED: J.C.P.

JAY COLBERT BITTMAN
License No. 39969
PROFESSIONAL ENGINEER
STATE OF LOUISIANA



SHEET 7

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EPA LEAD SERVICE SURVEY

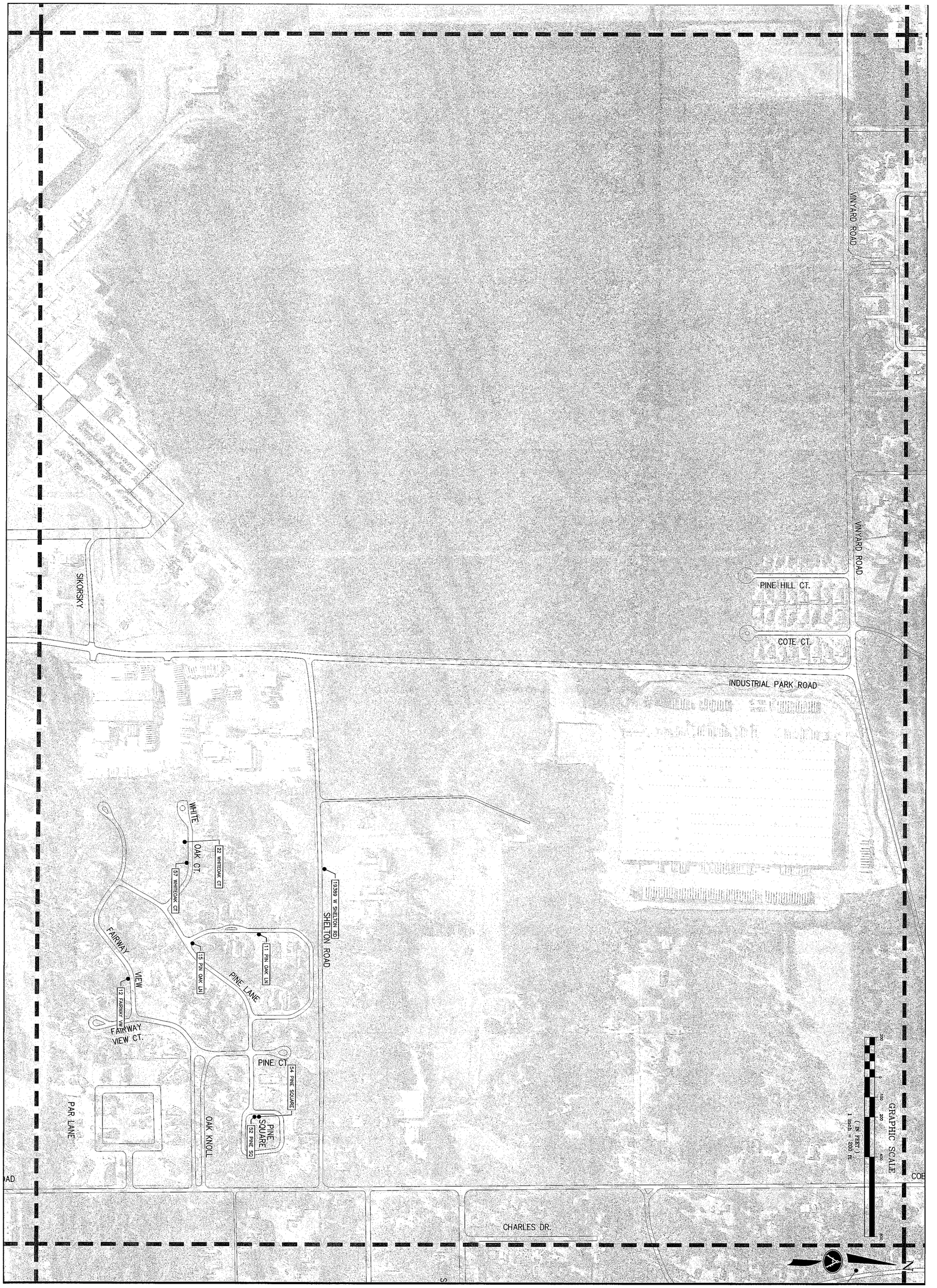
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CITY OF HAMMOND

PANEL 15
WATER SERVICE LOCATIONS

SCALE: 1"=200'
DATE: 10/22/2026
DRAWN: A.L.L.
CHECKED: J.C.P.

JAY COLBY PITTMAN
License No. 39959
PROFESSIONAL ENGINEER
STATE OF LOUISIANA

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SHEET 8

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P.O. BOX 1374
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(985) 542-8665 FAX: (985) 542-0046

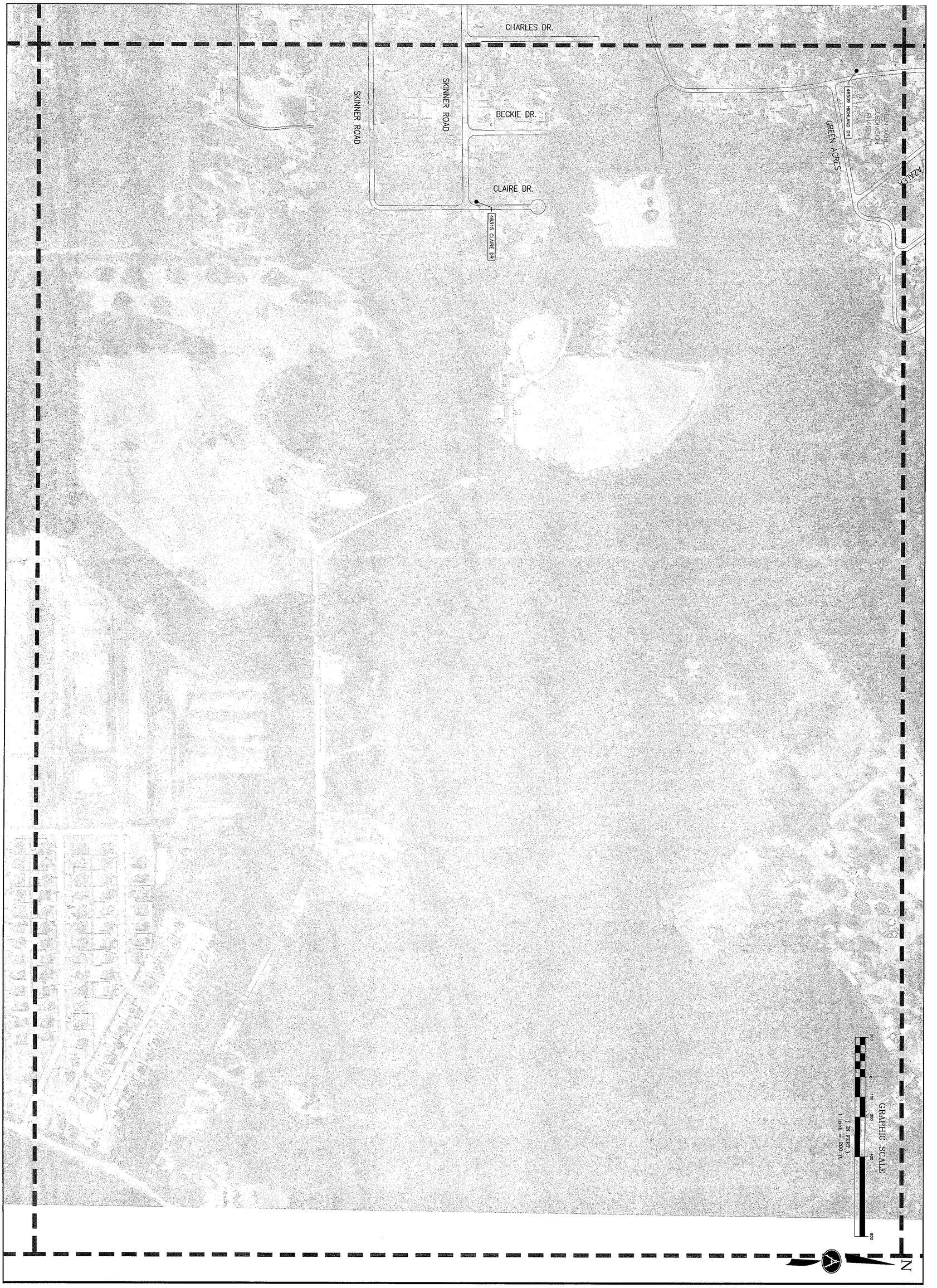
EPA LEAD SERVICE SURVEY

for the
CITY OF HAMMOND

PANEL 17
WATER SERVICE LOCATIONS

SCALE:	1"=200'
DATE:	10/22/2026
DRAWN:	A.L.L.
CHECKED:	J.C.P.

JAY COLDON PITTMAN
LICENSED PROFESSIONAL ENGINEER
STATE OF LOUISIANA



SHEET 9

Spangler Engineering, LLC
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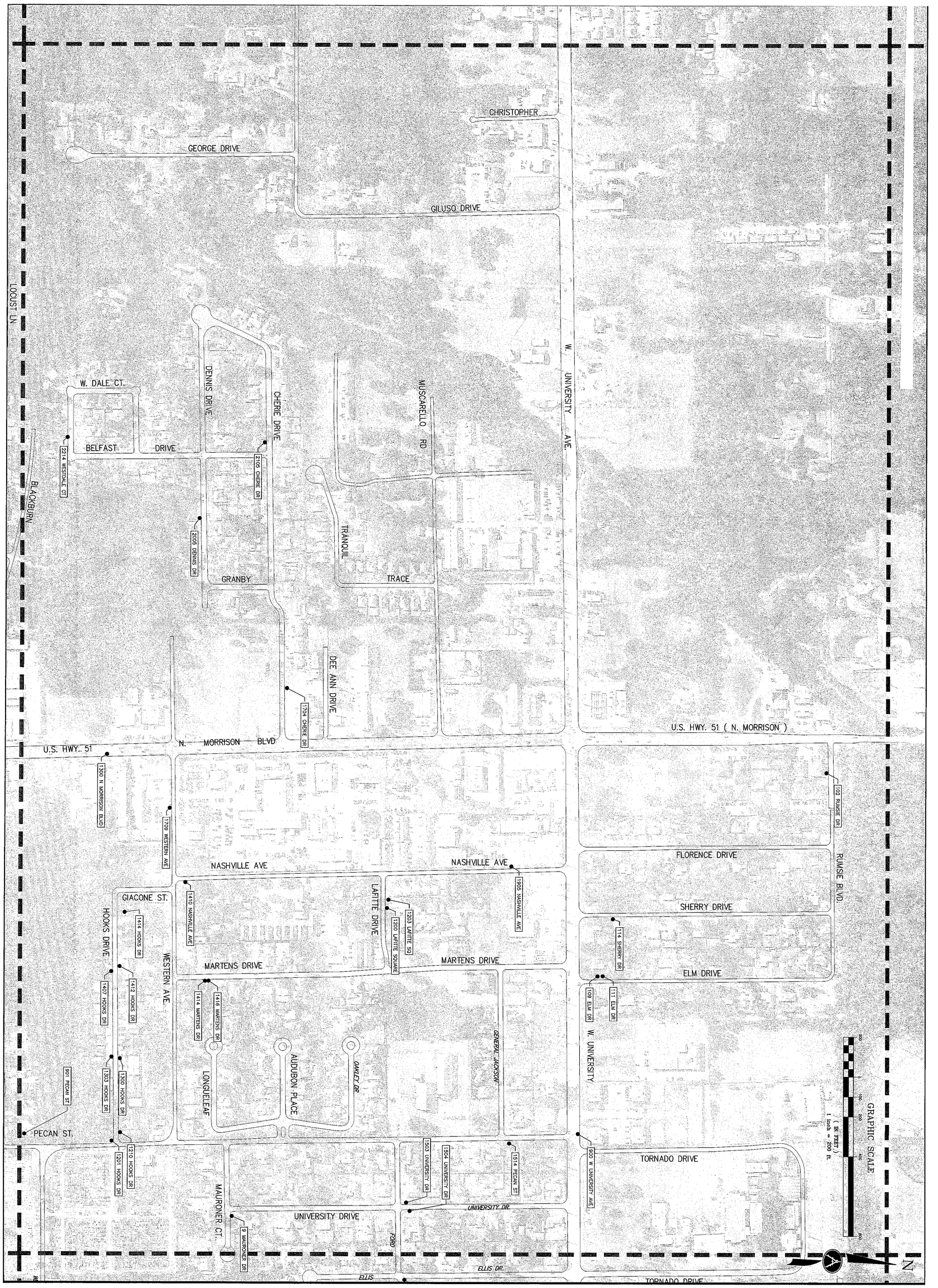
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for the
CITY OF HAMMOND

PANEL 18
WATER SERVICE LOCATIONS

SCALE: 1"=200'
DATE: 10/22/2026
DRAWN: A.L.L.
CHECKED: J.C.P.

JAY COLLIN RITTMAN
LIC. NO. 38299
PROFESSIONAL ENGINEER
STATE OF LOUISIANA



SHEET 10

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EPA LEAD SERVICE SURVEY
for the
CITY OF HAMMOND

PANEL 22
WATER SERVICE LOCATIONS

SCALE:	1"=200'
DATE:	10/22/2026
DRAWN:	A.L.L.
CHECKED:	J.G.P.

STATE OF LOUISIANA
JAY GOLDEN PITMAN
License No. 39099
PROFESSIONAL ENGINEER

GRAPHIC SCALE

200 0 100 200 400 800

(IN FEET)
1 inch = 200 ft.

N

14 WHITMAR DR
WHITMAR DRIVE
RAILROAD R.O.W.
TORNADO DRIVE
112 CLINTON COURT
CLINTON COURT
129 CLINTON CT
105 MCCRAY LN
1500 N GENERAL PERSHING ST
WEST UNIVERSITY AVENUE
1500 N CHERRY ST
EAST UNIVERSITY AVENUE
MCCRAY
E. COLUMBUS
ANGELI DR.
VIRGINIA
105 JANES LN
JANES LANE
CRYSTAL
309 CRYSTAL ST
N. HOLLY ST.
ELLIS DR.
COLLEGE DR.
N. GEN. PERSHING
1500 ELLIS DR
1303 N GENERAL PERSHING ST
1306 N CHERRY ST
106 COAL CHUTE RD
N. CHERRY ST.
FORD
ELLIS
UNIVERSITY DRIVE
1200 N GENERAL PERSHING
TENNESSEE ST.
ELIJAH NELSON
1200 N OAK ST
118 E DAVID DR
1009 MARTIN LUTHER KING AVE
9 MAURONER DR
ER CT.
COLLEGE
N. GEN. PERSHING
1106 N OAK ST
DAVID DR.
111 E DAVID DR
107 E DAVID DR
MAGAZINE ST.
106 MAGAZINE ST
1008 N CHERRY ST
M. L. K. DR.
1129 N GENERAL PERSHING ST
TEXAS AVE.
MORAN ST.
116 COLLEGE DR
114 COLLEGE DR
310 NED MCGEHEE DR
N. OAK ST.
WESTERN AVE.
804 WESTERN AVE
E. DAKOTA ST.
HOPE ST.
WESTERN AVENUE
CLARK'S ALLEY
MLK PARK

STATE OF LOUISIANA
JAY COLDON PITTMAN
License No. 39059
PROFESSIONAL
CIVIL ENGINEER

SCALE:	1"=200'
DATE:	10/22/2026
DRAWN:	A.L.L.
CHECKED:	J.C.P.

PANEL 23
WATER SERVICE LOCATIONS

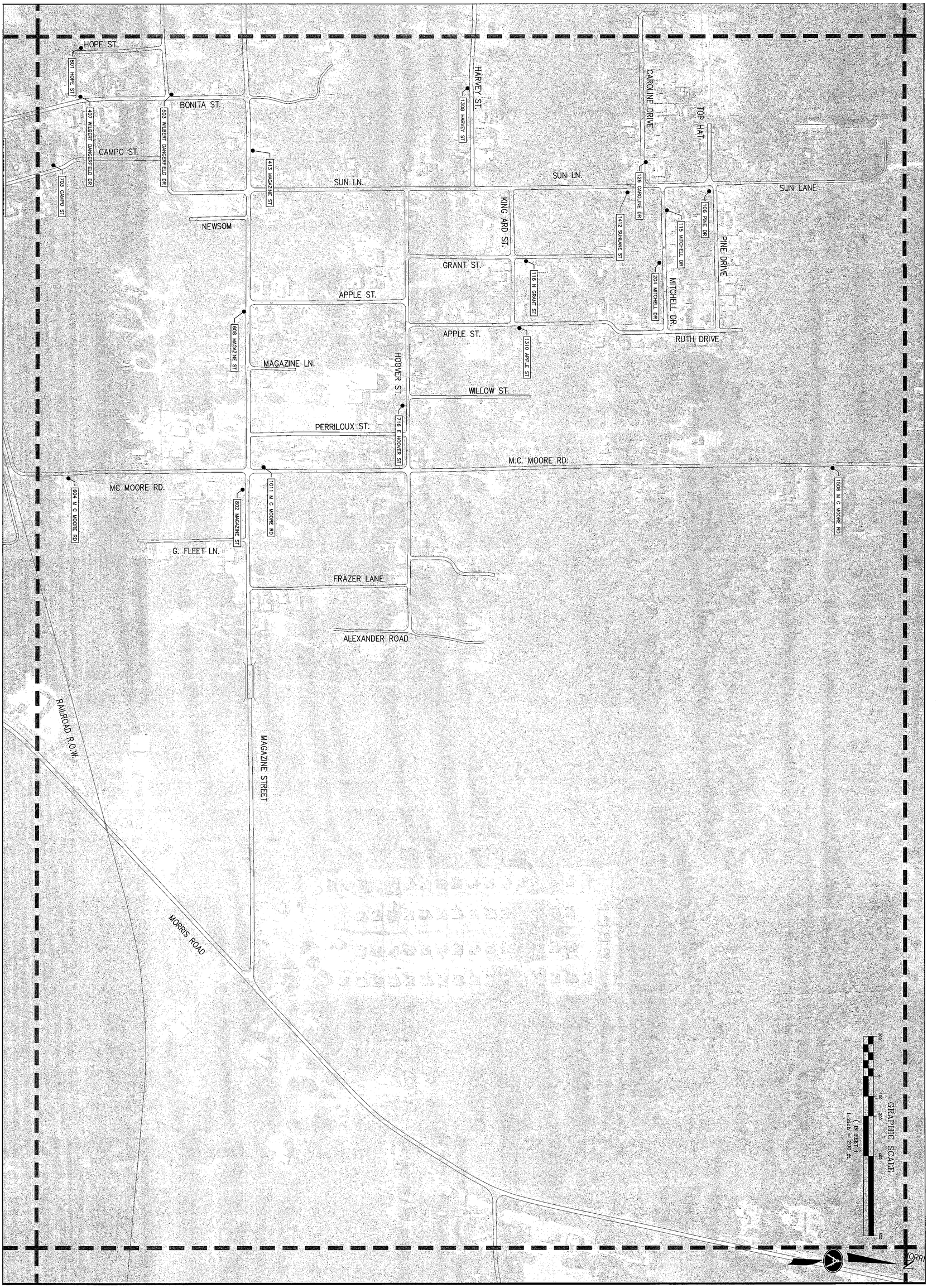
EPA LEAD SERVICE SURVEY
for the
CITY OF HAMMOND

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
11

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SHEET **12**

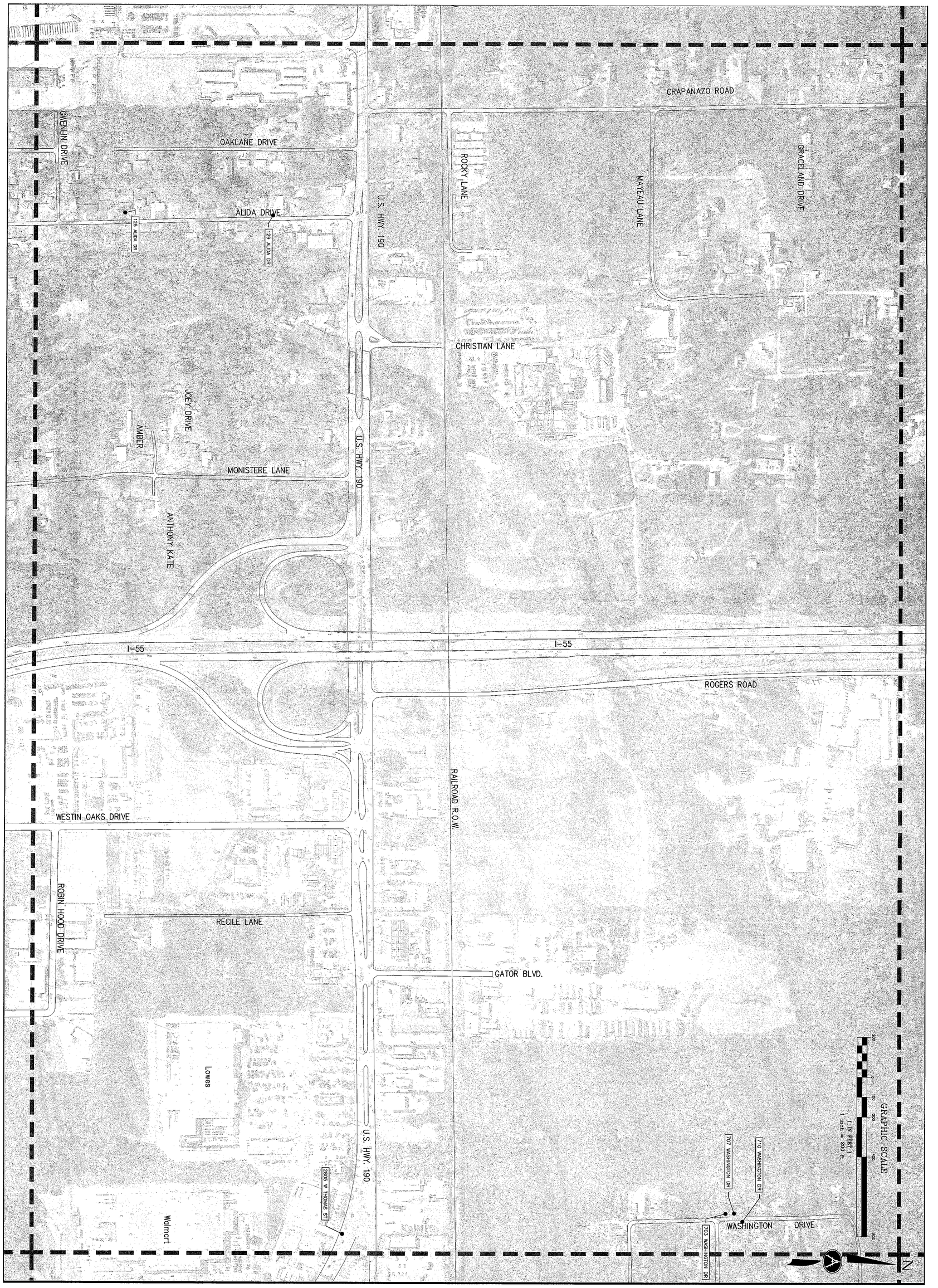
Spangler Engineering, LLC
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P.O. BOX 1374
HAMMOND, LOUISIANA 70404
(985) 542-8665 FAX: (985) 542-0046

EPA LEAD SERVICE SURVEY
for the
CITY OF HAMMOND

PANEL 24
WATER SERVICE LOCATIONS

SCALE:	1"=200'
DATE:	10/22/2026
DRAWN:	A.L.L.
CHECKED:	J.C.P.

JAY COLCOCK PITTMAN
License No. 39039
PROFESSIONAL ENGINEER
STATE OF LOUISIANA



SHEET 13

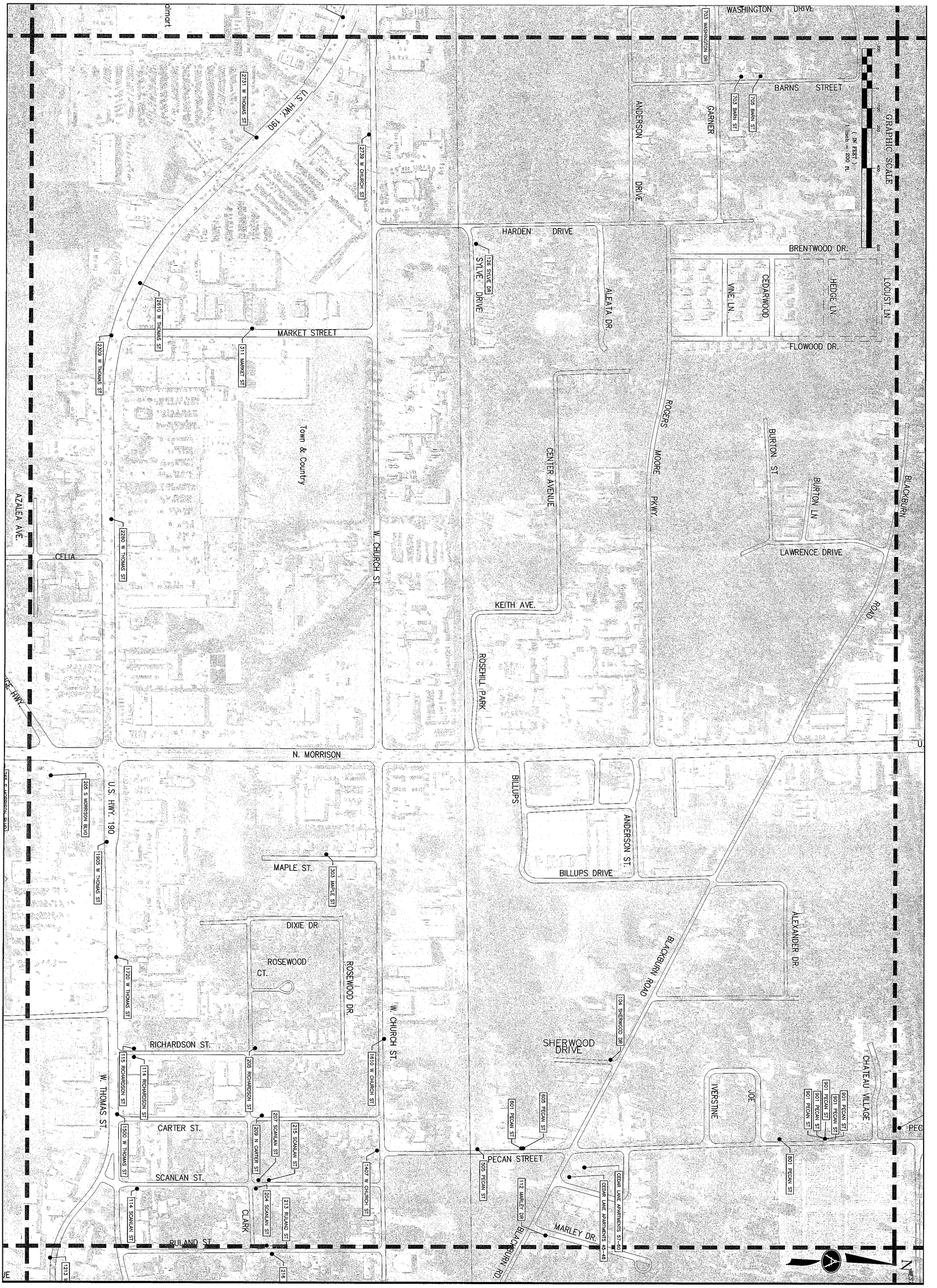
Spangler Engineering, LLC
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P.O. BOX 1374
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EPA LEAD SERVICE SURVEY
for the
CITY OF HAMMOND

PANEL 30
WATER SERVICE LOCATIONS

SCALE:	1"=200'
DATE:	10/22/2026
DRAWN:	A.L.L.
CHECKED:	J.C.P.

STATE OF LOUISIANA
JAY COLLIN PITMAN
LICENSED PROFESSIONAL ENGINEER
ENGINEERING



SHEET **14**

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CONSULTING CIVIL ENGINEERS
214 S.W. RAILROAD AVENUE
P.O. BOX 1374
HAMMOND, LOUISIANA 70404
(985) 542-8665 FAX: (985) 542-0046

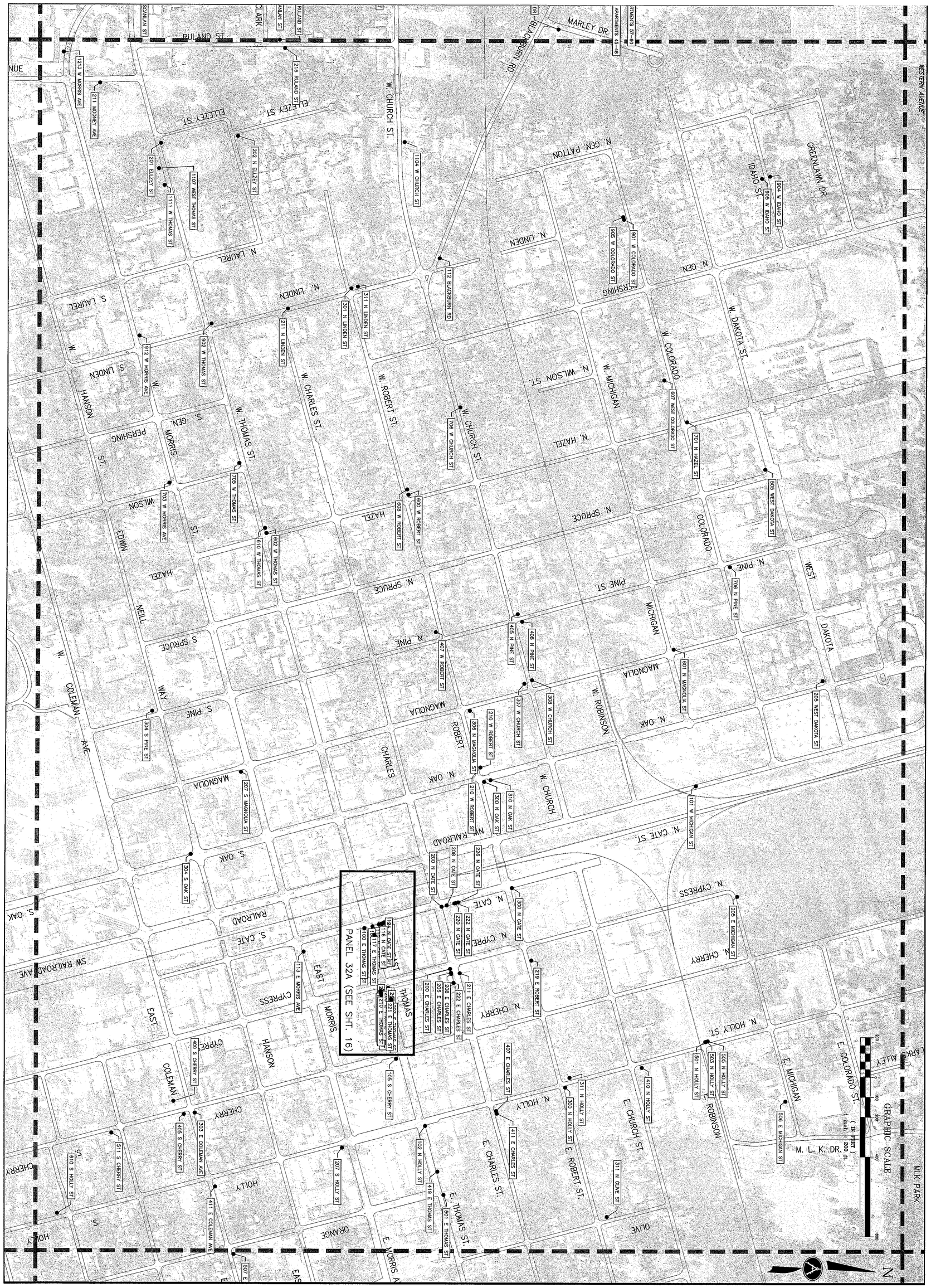
EPA LEAD SERVICE SURVEY
for the
CITY OF HAMMOND

PANEL 31
WATER SERVICE LOCATIONS

SCALE:	1"=200'
DATE:	10/22/2026
DRAWN:	A.L.L.
CHECKED:	J.C.P.

STATE OF LOUISIANA
JAY COLBY PITMAN
REGISTERED PROFESSIONAL ENGINEER
CIVIL

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EPA LEAD SERVICE SURVEY
for the
CITY OF HAMMOND

PANEL 32
WATER SERVICE LOCATIONS

SCALE:	1"=200'
DATE:	10/22/2026
DRAWN:	A.L.L.
CHECKED:	J.C.P.

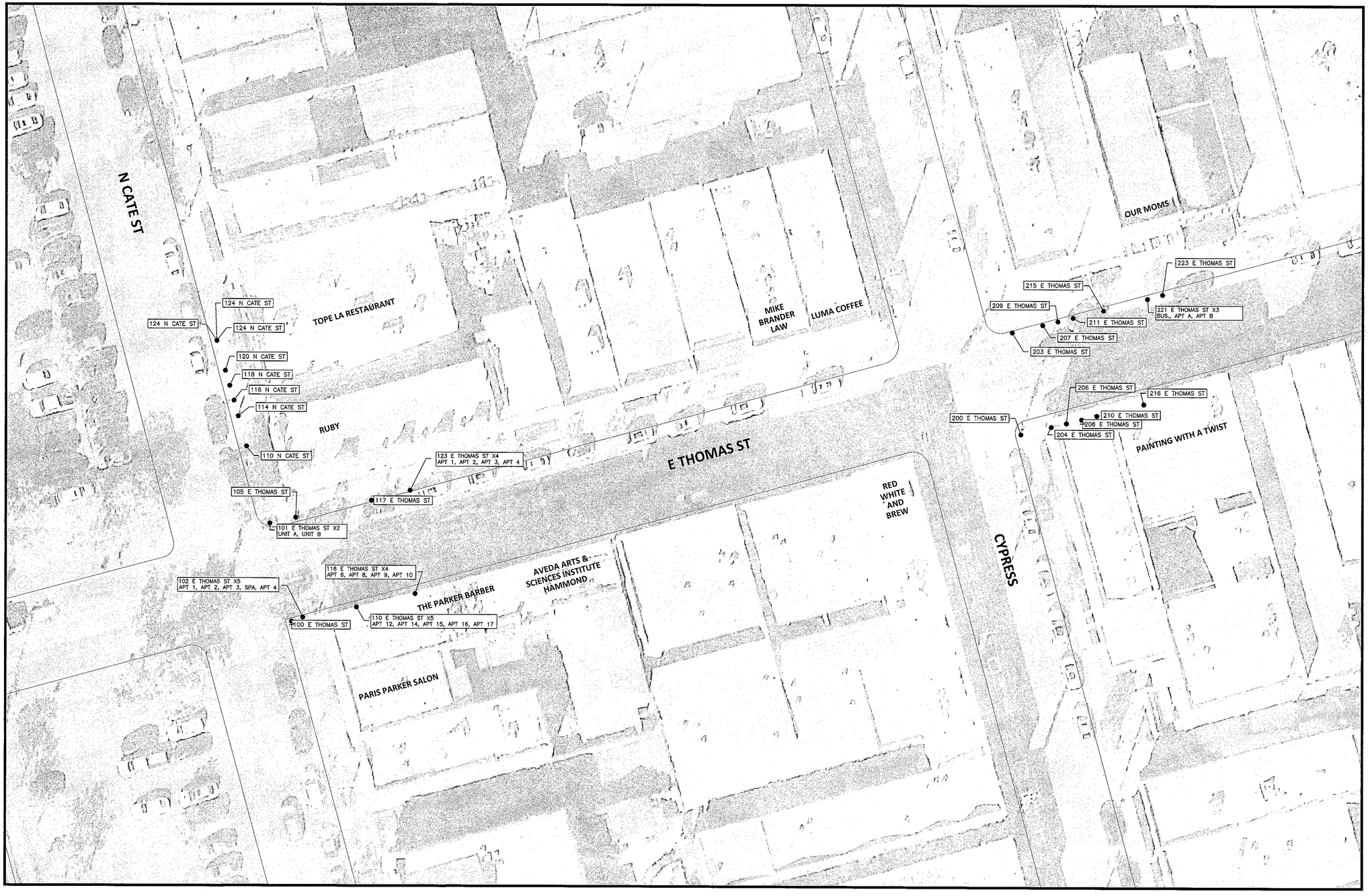
STATE OF LOUISIANA
JAY COLTON PITTMAN
REGISTERED PROFESSIONAL ENGINEER
No. 36464

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

N



STATE OF LOUISIANA
JAY COLDON PITTMAN
License No. 39059
PROFESSIONAL ENGINEER
IN ENGINEERING

SCALE:	1"=20'
DATE:	10/22/2026
DRAWN:	A.L.L.
CHECKED:	J.C.P.

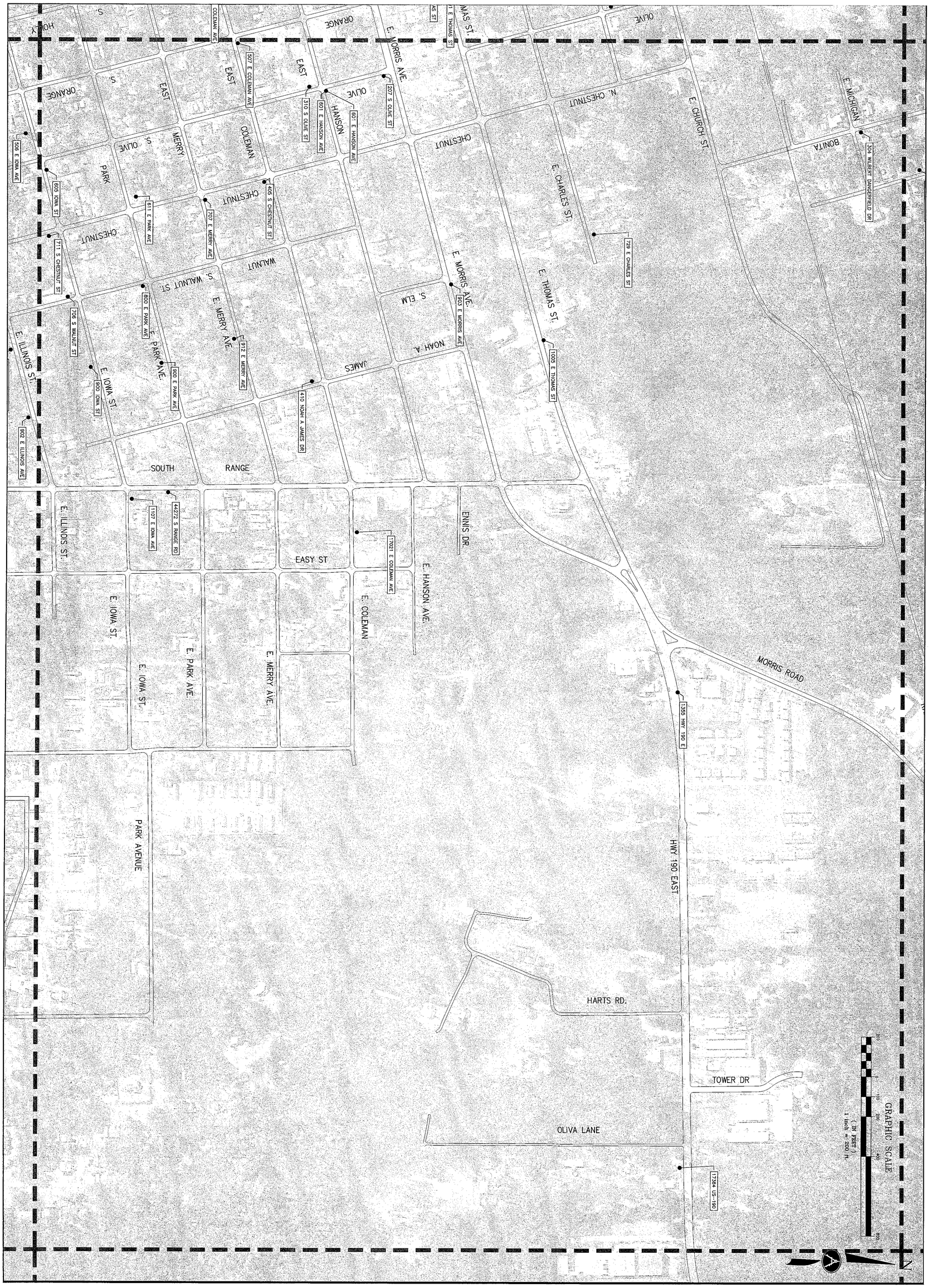
PANEL 32 DETAIL
WATER SERVICE LOCATIONS

EPA LEAD SERVICE SURVEY
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SHEET
16

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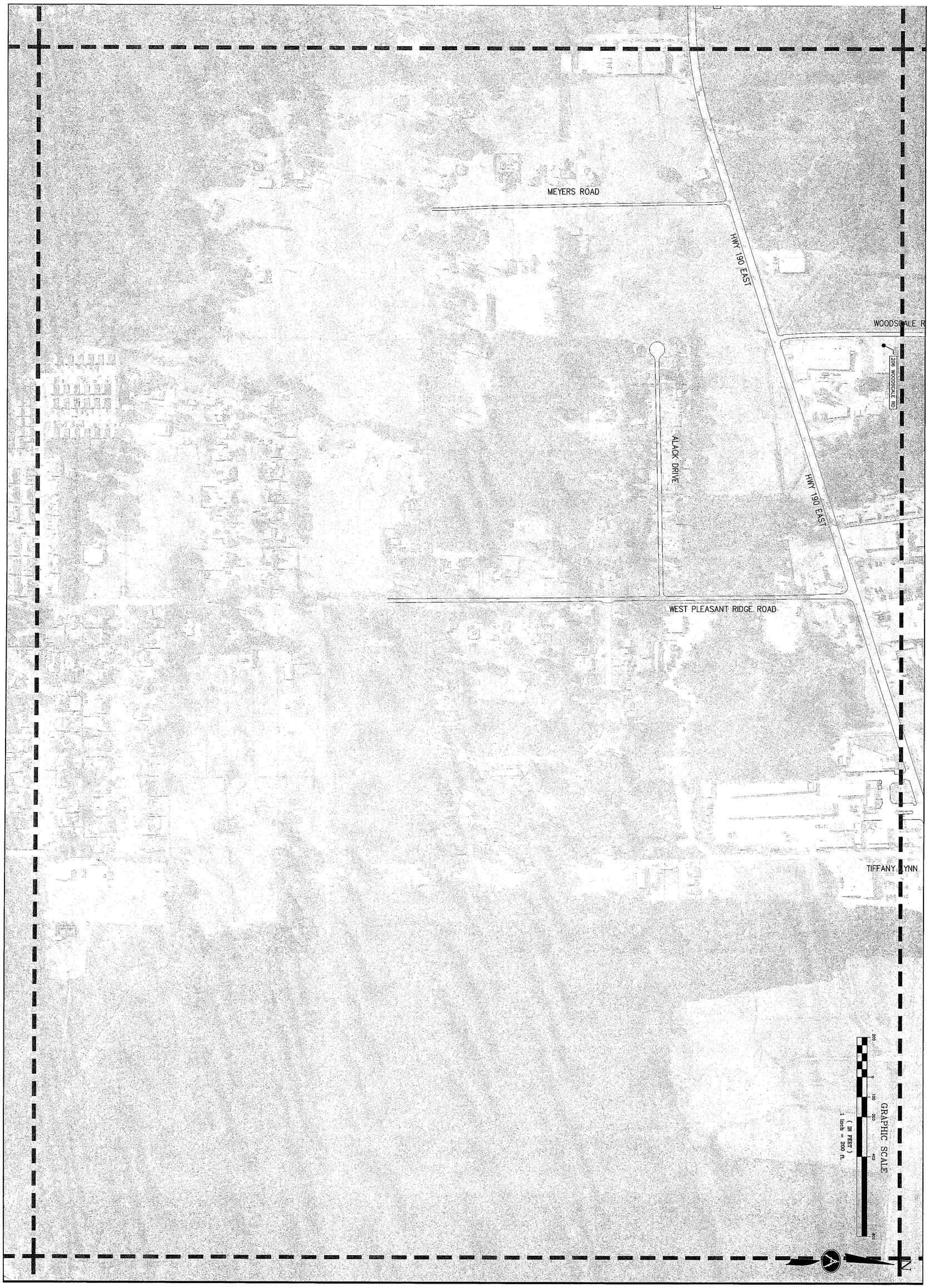
EPA LEAD SERVICE SURVEY
for the
CITY OF HAMMOND

PANEL 33
WATER SERVICE LOCATIONS

SCALE: 1"=200'
DATE: 10/22/2026
DRAWN: A.L.L.
CHECKED: J.C.P.

STATE OF LOUISIANA
JAY COLDON PITTMAN
REGISTERED PROFESSIONAL ENGINEER

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EPA LEAD SERVICE SURVEY

for the
CITY OF HAMMOND

PANEL 34
WATER SERVICE LOCATIONS

SCALE:	1"=200'
DATE:	10/22/2026
DRAWN:	A.L.L.
CHECKED:	J.C.P.

STATE OF LOUISIANA
JAY COLDEN PITTMAN
LICENSED
PROFESSIONAL
ENGINEER

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SHEET 19

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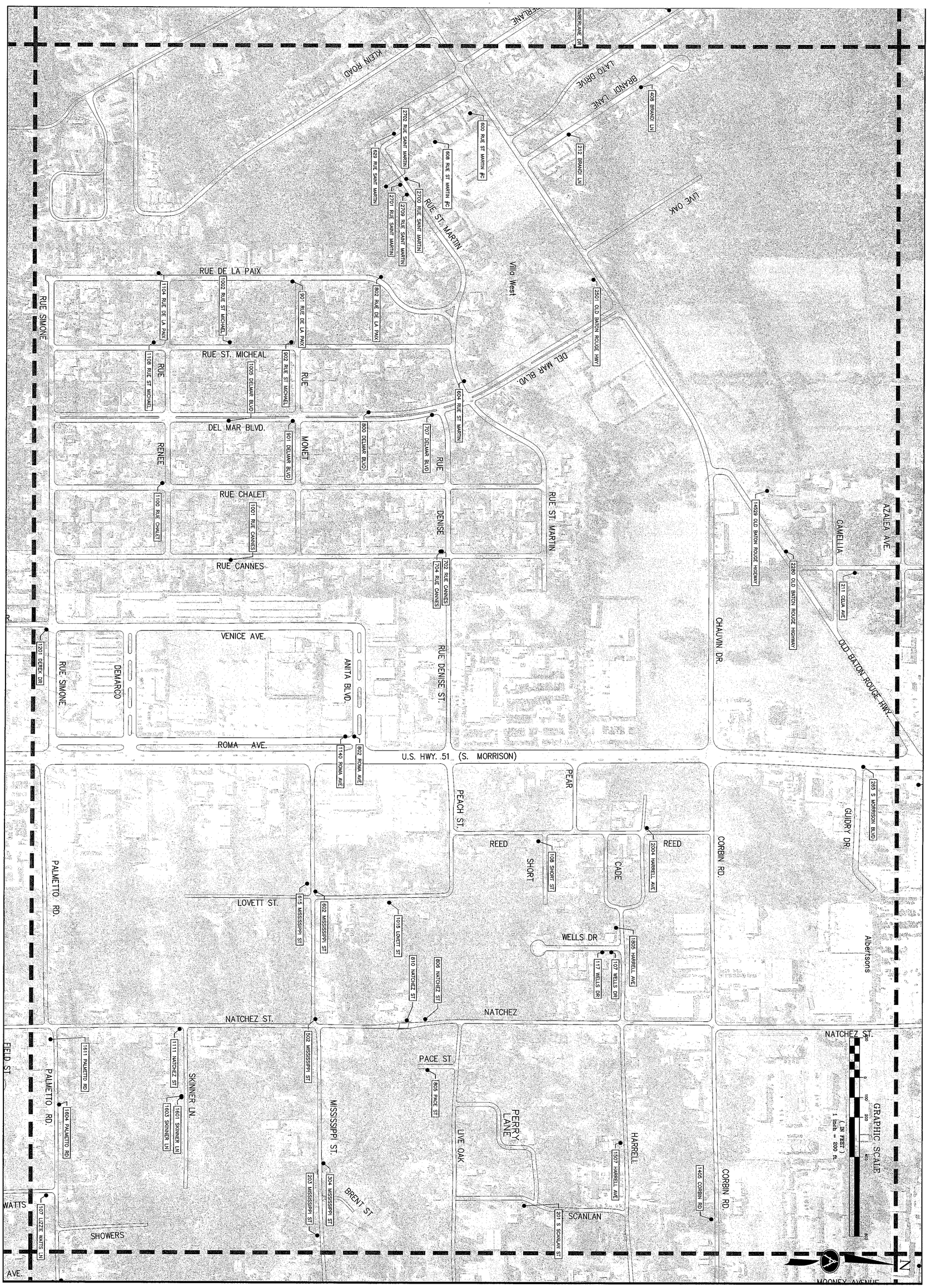
EPA LEAD SERVICE SURVEY

for the
CITY OF HAMMOND

PANEL 39
WATER SERVICE LOCATIONS

SCALE:	1"=200'
DATE:	10/22/2026
DRAWN:	A.L.L.
CHECKED:	J.C.P.

STATE OF LOUISIANA
JAY C. PITTMAN
License No. 36228
PROFESSIONAL ENGINEER



SHEET **20**

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CONSULTING CIVIL ENGINEERS
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(985) 542-8665 FAX: (985) 542-0046

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for the
CITY OF HAMMOND

PANEL 40
WATER SERVICE LOCATIONS

SCALE:	1"=200'
DATE:	10/22/2026
DRAWN:	A.L.L.
CHECKED:	J.C.P.

JAY CODY PITTMAN
License No. 38059
PROFESSIONAL ENGINEER
STATE OF LOUISIANA

GRAPHIC SCALE
(IN FEET)
1 inch = 200 ft.

N

W. COLEMAN AVE
MOONEY AVENUE
304 MOONEY AVE
1103 W COLEMAN AVE
CENTER ST.
ZEMURRAY PARK
KINNEY ST.
105 KINNEY ST
WASHINGTON
FLORIDA ST.
210 FLORIDA ST
213 FLORIDA ST
STANLEY ST.
208 WASHINGTON AVE
GREEN ST.
304 WASHINGTON AVE
110 E GREEN ST
ALLEY
MARYLAND ST.
120 MARYLAND ST
ROAD
HASKINS
NEWMAN ST.
117 W NEWMAN ST
HAZEL
AVE.
806 S SPRUCE ST
FIRST
SECOND
AVE.
CAROLINA
DAVIS
STOVALL ST.
100 W STOVALL ST
ALABAMA ST.
204 GEORGE PERKINS SR DR
402 J W DAVIS DR
107 W STOVALL ST
MARY'S
W. LOUISA WEST
E. LOUISA WEST
123 E LOUISA W ST
606 2ND AVE
910 S PINE ST
3RD AVE.
S. OAK ST.
SW RAILROAD AVE
1120 SW RAILROAD AVE
SANDERS
SANDERS AVE.
S. CYPRESS
AURORA BLVD.
S. HOLLY ST.
SCANLAN ST
MOONEY
AVE.
810 MOONEY AVE
214 KANSAS ST
KANSAS ST.
J.W.
607 1/2 2ND AVE
THIRD AVE.
S. SPRUCE ST.
S. PINE ST.
S. MAGNOLIA ST.
1101 S PINE ST
1104 S PINE ST
1600 PHOENIX SQ
610 J W DAVIS DR
WILLIAMS
WHITE ST.
103 1/2 WHITE ST
SMITH SQUARE
1204 SMITH SQ
1209 SMITH SQUARE
1110 SMITH SQUARE
1107 SMITH SQUARE
GARRET DR.
108 GARRETT DR
PHOENIX
SQUARE
1202 S SPRUCE ST
1218 S MAGNOLIA ST
1100 MOONEY AVE
1111 MOONEY AVE
1210 PHOENIX SQ
1301 S MAGNOLIA ST
OZONE DR.
116 OZONE DR
112 OZONE DR
VARNADO ST
1307 MOONEY AVE
HEWITT ROAD
1107 HEWITT RD
HEWITT RD.
1340 S MAGNOLIA ST
VARISCO LANE
BEND DR.
1400 SW RAILROAD AVE
1420 SW RAILROAD AVE
1530 SW RAILROAD AVE
SHOWERS
LITTON DRIVE
109 LITTON DR
COMMERCIAL DR.
1308 PALMETTO RD
1307 PALMETTO RD
ESTATE CIRCLE
E WATTS LN
BAURLE ROAD
S. MAGNOLIA ST.
SW RAILROAD AVE.
RAILROAD R.O.W.
S. HOLLY ST.
710 SW RAILROAD AVE
706 S CHERRY ST
802 S CYPRESS ST
S. OAK ST.
S. CYPRESS ST.
CHERRY
HOLLY
E.

STATE OF LOUISIANA
JAY COLDON PITTMAN
License No. 39059
PROFESSIONAL ENGINEER
IN ENGINEERING

SCALE:	1"=200'
DATE:	10/22/2026
DRAWN:	A.L.L.
CHECKED:	J.C.P.

PANEL 41
WATER SERVICE LOCATIONS

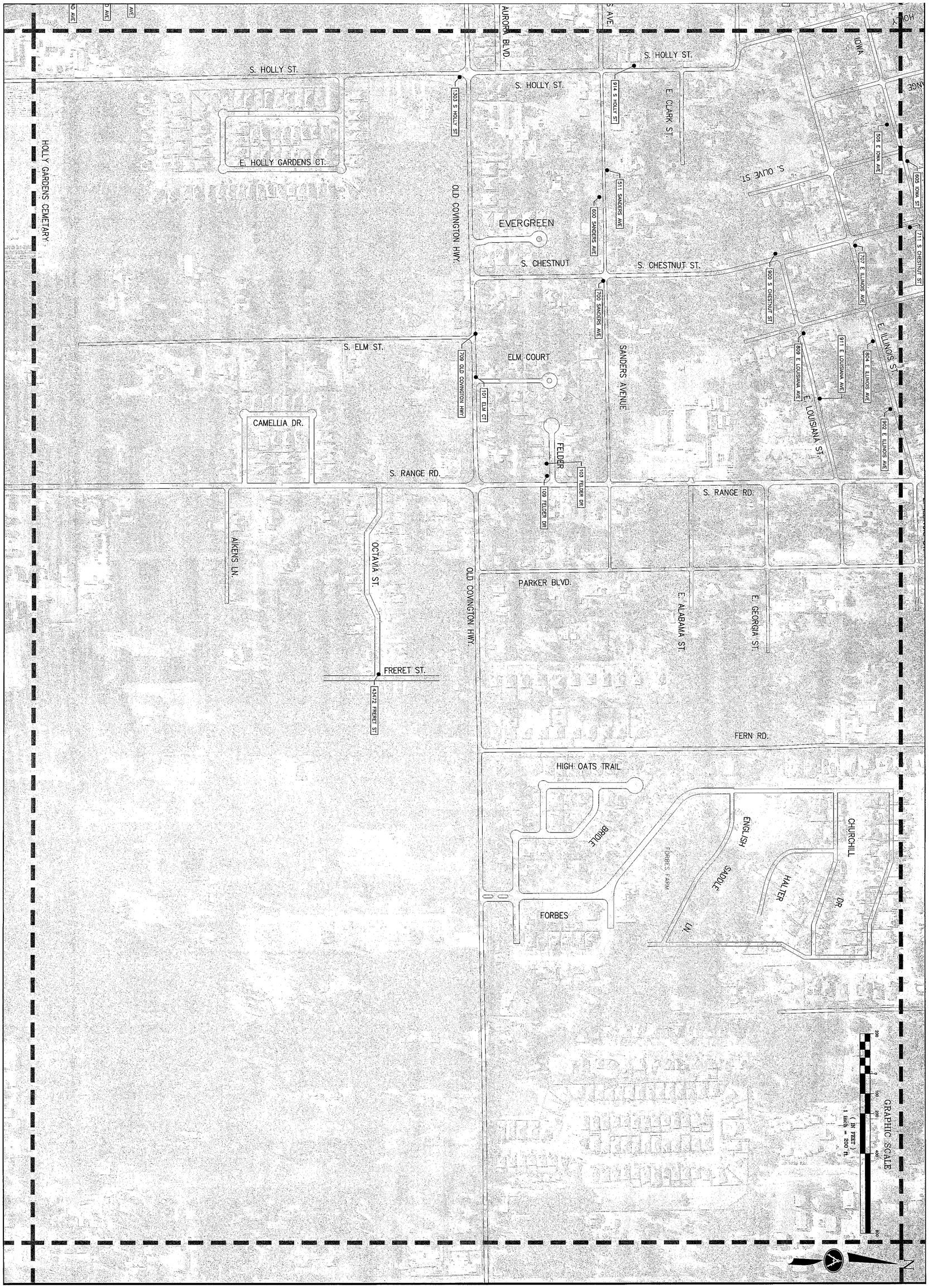
EPA LEAD SERVICE SURVEY
for the
CITY OF HAMMOND

Spangler Engineering, LLC
CONSULTING CIVIL ENGINEERS
214 S.W. RAILROAD AVENUE
P.O. BOX 1374
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21

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SHEET **22**

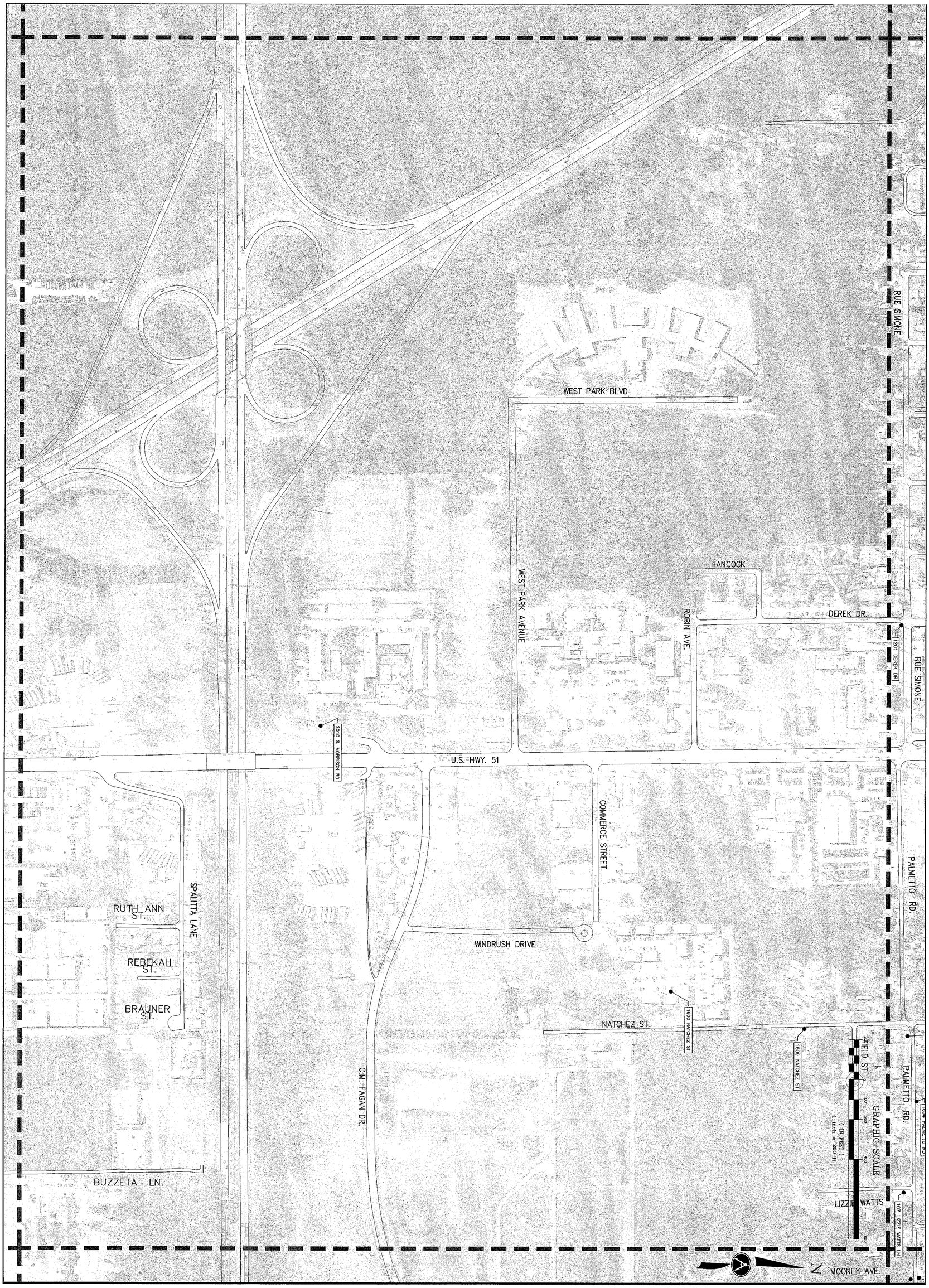
Spangler Engineering, LLC
CONSULTING CIVIL ENGINEERS
214 S.W. RAILROAD AVENUE
P.O. BOX 1374
HAMMOND, LOUISIANA 70404
(985) 542-8665 FAX: (985) 542-0046

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for the
CITY OF HAMMOND

PANEL 42
WATER SERVICE LOCATIONS

SCALE:	1"=200'
DATE:	10/22/2026
DRAWN:	A.L.L.
CHECKED:	J.C.P.

STATE OF LOUISIANA
JAY COLBY PITTMAN
License No. 38059
PROFESSIONAL ENGINEER



SHEET 23

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P.O. BOX 1374
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EPA LEAD SERVICE SURVEY

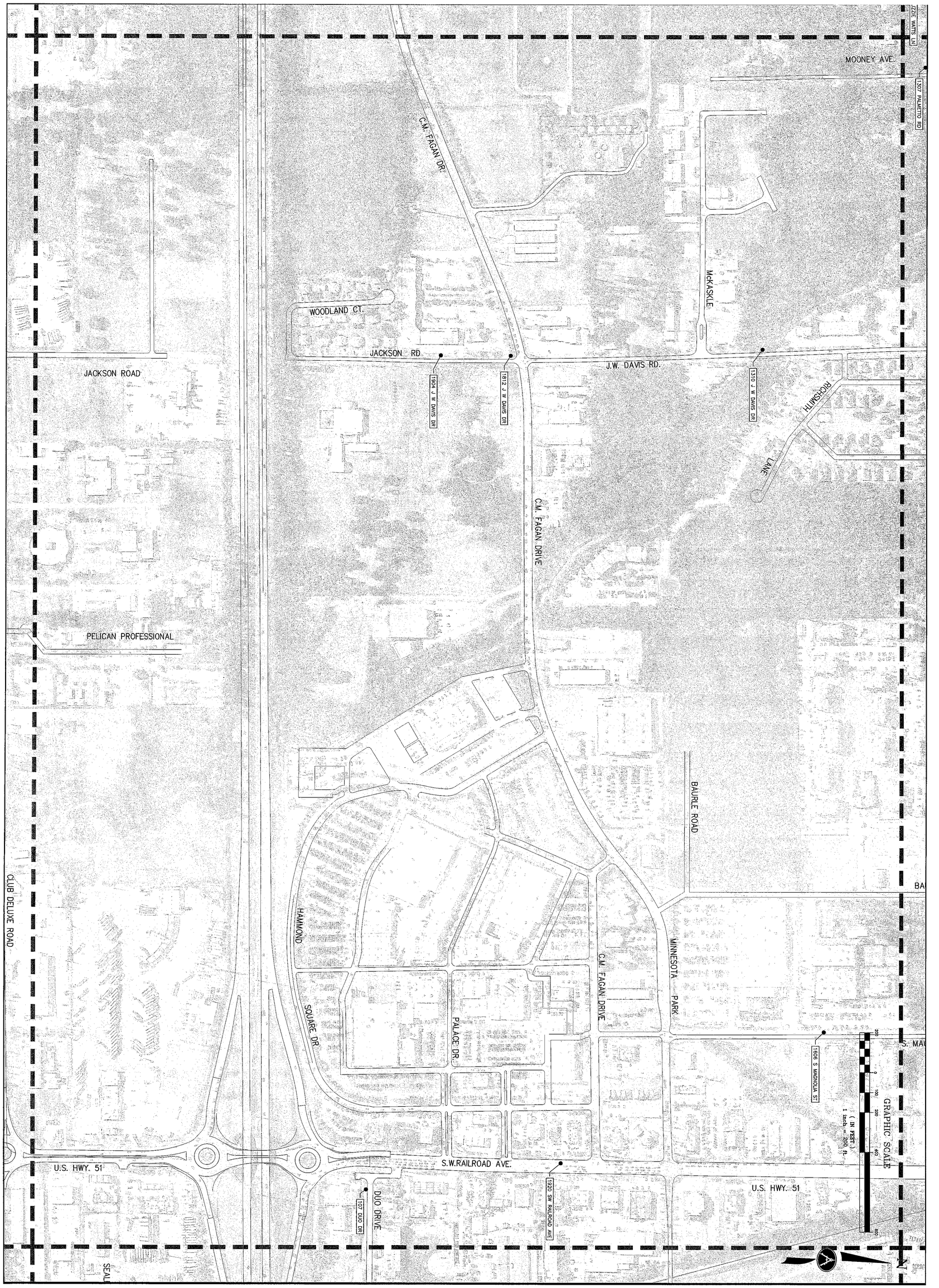
for the
CITY OF HAMMOND

PANEL 50
WATER SERVICE LOCATIONS

SCALE:	1"=200'
DATE:	10/22/2026
DRAWN:	A.L.L.
CHECKED:	J.C.P.

JAY COLBY PITTMAN
License No. 38058
PROFESSIONAL ENGINEER
STATE OF LOUISIANA

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SHEET 24

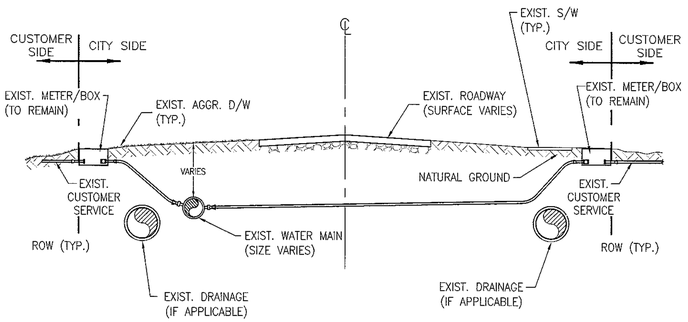
Spangler Engineering, LLC
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214 S.W. RAILROAD AVENUE
P.O. BOX 1374
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(985) 542-8665 FAX: (985) 542-0046

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for the
CITY OF HAMMOND

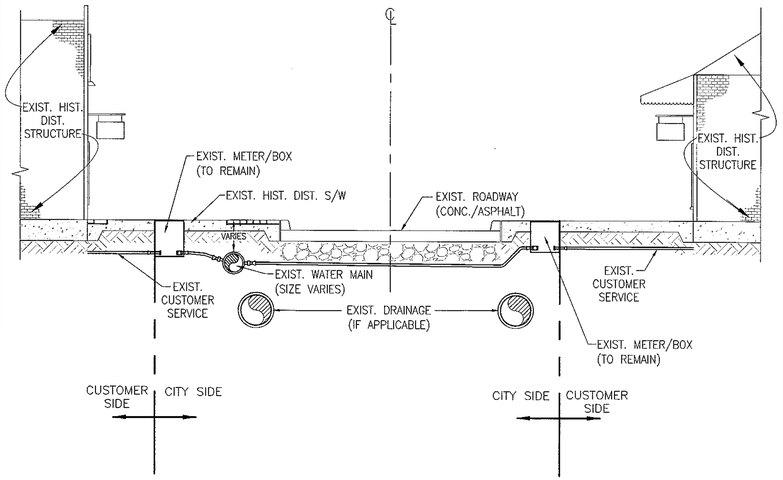
PANEL 51
WATER SERVICE LOCATIONS

SCALE:	1"=200'
DATE:	10/22/2026
DRAWN:	A.L.L.
CHECKED:	J.C.P.

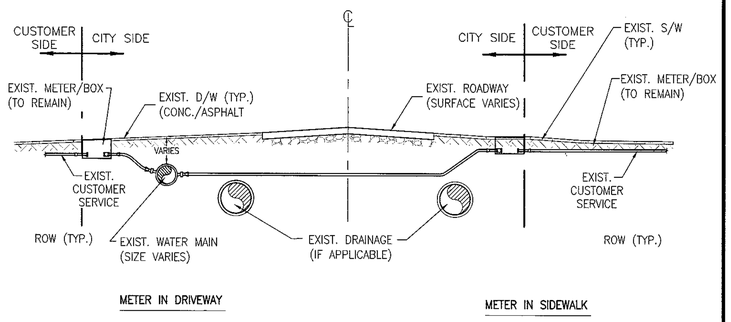
JAY C. PITTMAN
License No. 38258
PROFESSIONAL ENGINEER
STATE OF LOUISIANA



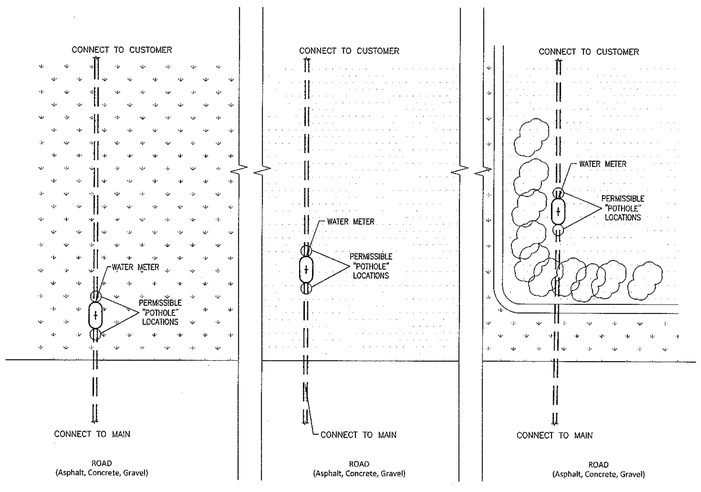
A TYPICAL STREET CROSSING DETAIL
(UNIMPROVED)



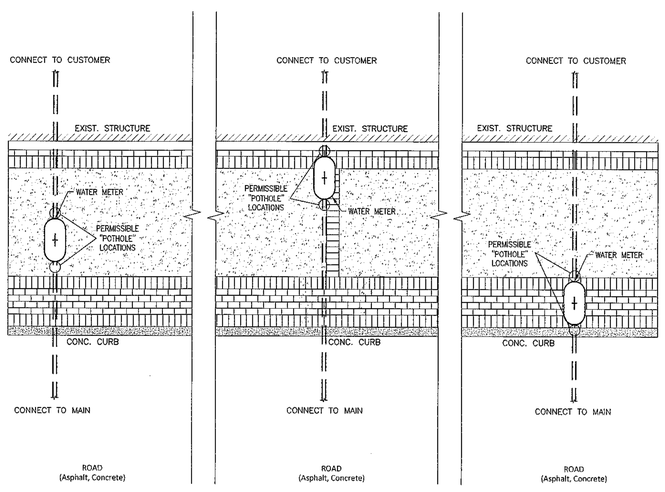
B TYPICAL STREET CROSSING DETAIL
(HISTORIC DISTRICT)



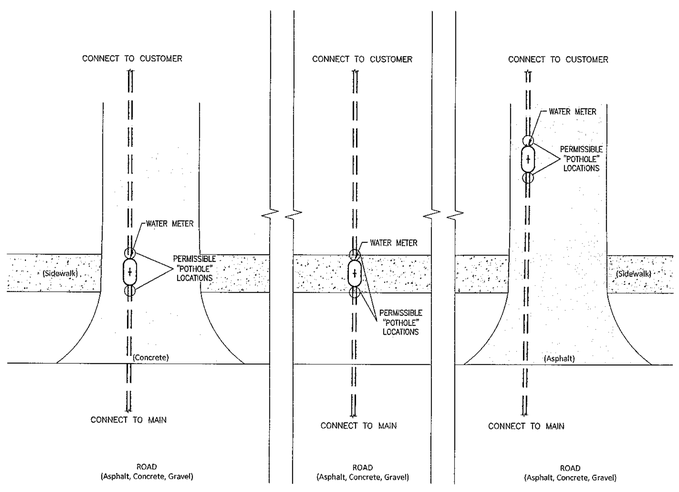
C TYPICAL STREET CROSSING DETAIL
(IMPROVED)



A TYPICAL STREET PLAN VIEW DETAIL
(UNIMPROVED)



B TYPICAL STREET PLAN VIEW DETAIL
(HISTORIC DISTRICT)



C TYPICAL STREET PLAN VIEW DETAIL
(IMPROVED)

STATE OF LOUISIANA
JAY COLDON PITTMAN
License No. 39059
PROFESSIONAL ENGINEER
IN
ENGINEERING

SCALE:	N.T.S.
DATE:	10/22/2026
DRAWN:	A.L.L.
CHECKED:	J.C.P.

TYPICAL WATER METER DETAIL

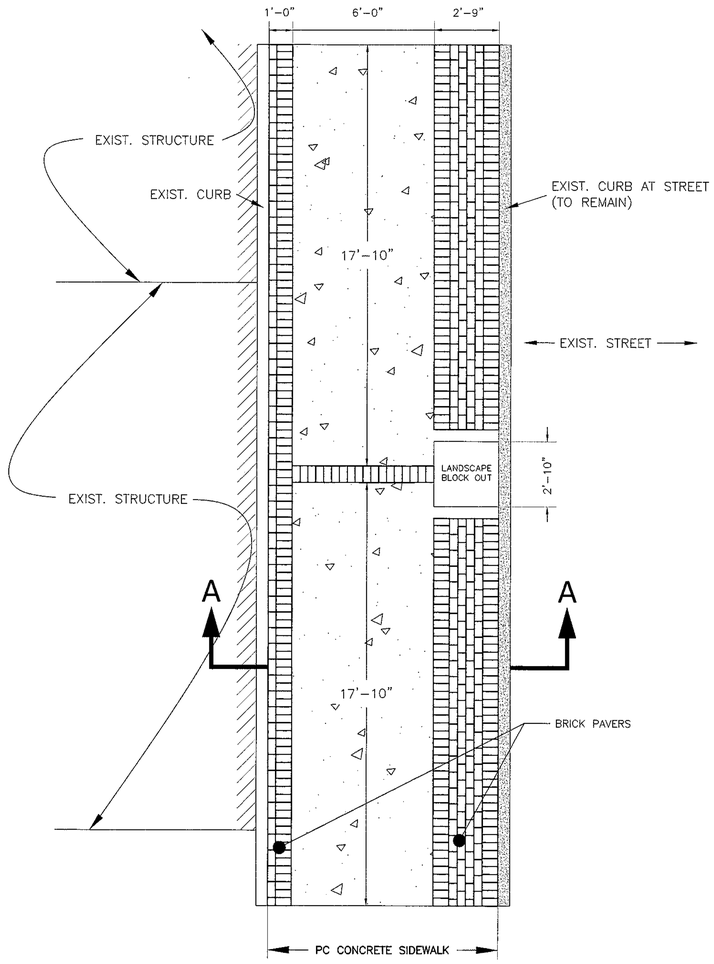
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for the
CITY OF HAMMOND

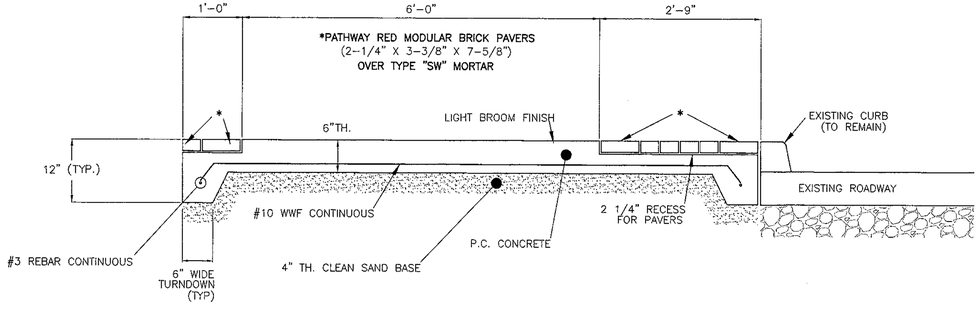
Spangler Engineering, LLC
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25

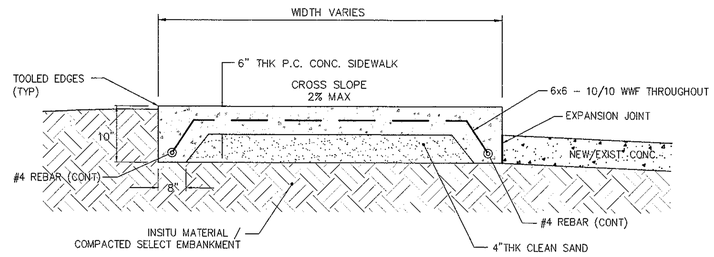
...\2026 LAND PROJECTS\Hammond - EPA Lead Service Survey\dwg\EPA Lead Service Survey Map.dwg, 9/30/2026 9:56:57 AM, AutoCAD PDF (General Documentation).pc3

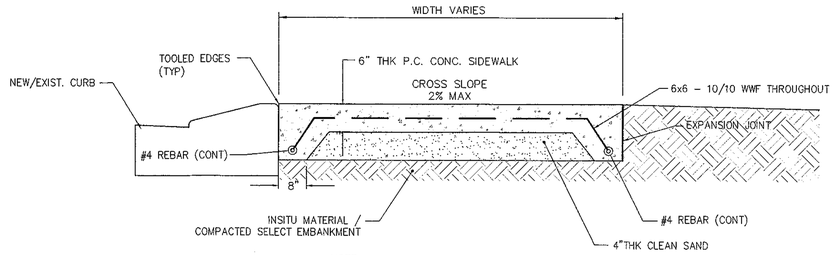
(A) TYPICAL STREET PLAN VIEW DETAIL
(HISTORIC DISTRICT)





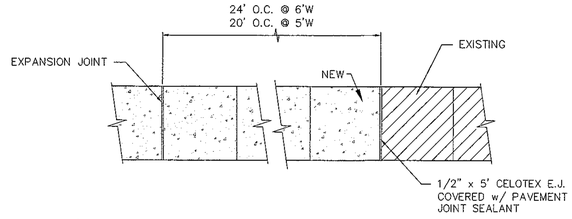
(B) TYPICAL STREET SECTION DETAIL
(HISTORIC DISTRICT)





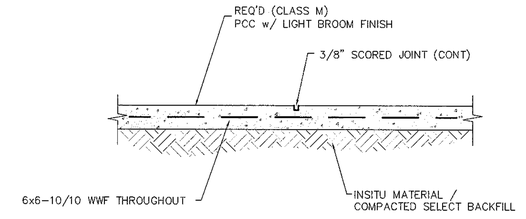
NOTE:
1. DUMMY (TOOLED) JOINT @ 5' O.C. -(5' WIDE SIDEWALK)
   EXPANSION JOINT @ 20' O.C.
2. DUMMY (TOOLED) JOINT @ 6' O.C. -(6' WIDE SIDEWALK)
   EXPANSION JOINT @ 24' O.C.
3. LIGHT BROOM FINISH

(C) TYPICAL SIDEWALK SECTION
N.T.S.



NOTE:
1. DUMMY (TOOLED) JOINT @ 5' O.C. -(5' WIDE SIDEWALK)
   EXPANSION JOINT @ 20' O.C.
2. DUMMY (TOOLED) JOINT @ 6' O.C. -(6' WIDE SIDEWALK)
   EXPANSION JOINT @ 24' O.C.
3. LIGHT BROOM FINISH

(D) JOINT LAYOUT DETAIL
N.T.S.



CONTROL (DUMMY) JOINT (LONGITUDINAL SECTION)
(E)
N.T.S.

STATE OF LOUISIANA
JAY COLDON PITTMAN
License No. 39059
PROFESSIONAL ENGINEER

SCALE:	N.T.S.
DATE:	10/22/2026
DRAWN:	A.L.L.
CHECKED:	J.C.P.

TYPICAL SIDEWALK DETAILS

EPA LEAD SERVICE SURVEY
for the
CITY OF HAMMOND

Spangler Engineering, LLC
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SHEET
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