



CENTRALBIDDING
FROM CENTRAL AUCTION HOUSE

Bissonet Plaza Drainage Outfalls
Meyer Engineers - Central Bidding Plan Room

Project documents obtained from www.CentralBidding.com

07-Dec-2023 12:18:02 PM



CONSTRUCTION SPECIFICATIONS AND CONTRACT DOCUMENTS

Prepared for:

BISSONET PLAZA DRAINAGE OUTFALLS

JEFFERSON PARISH, LOUISIANA

DEPARTMENT OF PUBLIC WORKS (CAPITAL PROJECTS)
PROJECT NO. 2017-004A-DR
BID NO. 50-00143697

AUGUST 2, 2023

Prepared By:



a company of



MEYER ENGINEERS, LTD.
4937 Hearst Street
Metairie, LA 70001
504.885.9892

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ADVERTISEMENT FOR BIDS
BID NO. 50-00143697

Sealed Bids will be received electronically through our E-Procurement site at www.jeffparishbids.net until 2:00 p.m., **December 7, 2023** and publicly opened thereafter. At no charge, bidders may submit via Jefferson Parish's electronic procurement page by visiting www.jeffparishbids.net to register for this **free** site.

Bids will be accepted and received through Central Bidding until 2 p.m. The public bid opening will be held at the West Bank Purchasing Department at 200 Derbigny Street, Suite 4400, Gretna, LA 70043 beginning at 2:30 p.m. on each bid opening date for the following project:

Bissonet Plaza Drainage Outfalls
Project No. 2017-004A-DR
Department of Capital Projects

The project consists of installing 60" drainage outfalls for Craig Avenue and Elmwood Parkway across West Esplanade in the Bissonet Plaza area of Jefferson Parish.

Purchases for this project shall be exempt from state sales and use tax according to La. R.S. 47:301(8)(c)(i). The successful bidder shall be granted the tax-exempt status of Jefferson Parish via Form R-1020, Designation of Construction Contractor as Agent of a Governmental Entity Sales Tax Exemption Certificate. Form R-1020 is distributed by the Louisiana Department of Revenue.

All bids must be in accordance with the contract documents on file with the Jefferson Parish Purchasing Department, Suite 4400, Jefferson Parish General Government Building, at 200 Derbigny Street, Gretna, Louisiana. **Late bids will not be accepted.**

Each Bid must be accompanied by an electronic bid surety bond in the amount equal to five percent (5%) of the total amount bid, and payable without condition to the owner. Vendors must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.

The drawings and specifications are on file and open for inspection in the Jefferson Parish Purchasing Department, Suite 4400, Jefferson Parish General Government Building, at 200 Derbigny Street, Gretna, Louisiana. **A Complete set of Contract Documents may be secured from Meyer Engineers, Ltd.'s Plan Room via Central Bidding at:**
<https://www.centrauctionhouse.com/Category/10741/MeyerEngineers-CentralBiddingPlanRoom>

The successful bidder will be required to furnish a performance bond guaranteeing faithful performance of the contract. Companies providing the bonds shall comply with the requirements of LRS-R.S. 38:2218 and R.S. 38:2219 as applicable.

The Jefferson Parish Council reserves the right to reject all bids and to reject bids for just cause, pursuant to the law. Jefferson Parish and its partners as the recipients of federal funds are fully committed to awarding a contract(s) to firm(s) that will provide high quality services and that are dedicated to diversity and to containing costs. Thus, Jefferson Parish strongly encourages the involvement of minority and/or woman-owned business enterprises (DBE's, including MBE's, WBE's and SBE's) to stimulate participation in procurement and assistance programs.

All prospective bidders are invited to attend this non-mandatory pre-bid conference which will be held at 9:00 a.m. on November 9, 2023 at The Joseph Yenni Bldg., 1221 Elmwood Park Blvd., Suite 303, Jefferson, La. 70123. However, failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. Furthermore, failure to attend the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification with no additional cost to the owner.

Renny Simno
Director
Purchasing Department

Misty A. Camardelle
Assistant Director
Purchasing Department

ADV: The New Orleans Advocate: October 25, November 1, & 8, 2023

For additional information, please visit the Purchasing Webpage at <http://purchasing.jeffparish.net> or you may call 504-364-2678.

PUBLIC WORKS BID INSTRUCTIONS

A. LOUISIANA CONTRACTOR'S LICENSE FOR THIS PROJECT

Must be in the following category:

Highway, Street and Bridge Construction and/or Heavy Construction

Each bidder shall comply with all rules and regulations of the Louisiana State Licensing Board for Contractors in accordance with existing state laws, and shall comply with the Licensing Requirements of Jefferson Parish Ordinance No. 13574, as amended a copy of which may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, Louisiana 70053.

B. PROBABLE CONSTRUCTION RANGES AND PRICES

Range of the Probable Construction Cost for Base Bid: \$500,000 - \$1,000,000

Range of the Probable Construction Cost for Alternate No. 1: N/A

Range of the Probable Construction Cost for Alternate No. 2: N/A

Range of the Probable Construction Cost for Alternate No. 3: N/A

Range of the Previous Contract Cap
(Public Work Maintenance Contract): N/A

The purpose and intention of this invitation to bid is to afford all suppliers/contractors an equal opportunity to bid on construction, maintenance, repair, operating, services, supplies and/or equipment listed in this bid proposal. Jefferson Parish will accept one bid only from each vendor. Items bid on must meet or exceed specifications. Where brand names, make, manufacturer or stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bidders may submit for products of equal quality, style, type and character, provided brand names and stock numbers are specified. Complete product data may be required prior to award.

The price quoted for the work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit prices shall prevail. In the event there is a difference in unit prices, written unit prices shall prevail over numerical unit prices.

The quantities listed on the bid form are prepared for comparison of bids and may be approximate. Payment to the contractor will be made in accordance with measurement and payment requirements for bid items and other requirements of the project specifications. Bid item quantities may be increased, decreased, or omitted as provided in the specifications.

Jefferson Parish requires all products to be new (current), and all work must be performed according to standard practices for the project. Unless otherwise specified, no after market parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least a one (1) year guaranty, in writing, from the date of delivery/acceptance of the project.

C. METHODS OF BID SUBMISSION

All bids shall be submitted electronically through Jefferson Parish's eProcurement System online at no charge via Jefferson Parish's electronic procurement page by visiting www.jeffparishbids.net. Registration and use of this site are free to Jefferson Parish vendors. Additional instructions are included in the text box highlighting electronic procurement.

Only bids properly signed (see more below) will be accepted. **NO LATE BIDS WILL BE ACCEPTED.** The name of the bidder must be legibly shown. If the bidder is an individual, their name and address should be shown. If the bidder is an entity, the name of the person given the requisite authority to submit the bid on behalf of the entity shall be shown and the address of the entity's place of business should be shown.

Evidence of agency, corporate, limited liability or partnership authority of the person submitting and signing the bid is required for submission of bid. A copy of a corporate resolution or other signature authorization shall be required for submission of the bid. Failure to include a copy of the appropriate signature authorization will result in the rejection of the bid unless bidder has complied with LSA-R.S. 38:2212(B)(5). Photostatic or font signatures shall result in the bid being rejected. However, an electronic signature as defined in LSA-R.S. 9:2602(8) is acceptable. Signature must be a secured digital signature. A sample corporate resolution and sample certification of sole proprietorship can be downloaded from the Jefferson Parish Purchasing Department's website <http://purchasing.jeffparish.net>, or you may provide your own document.

D. TIMELINES

1. Prior to the closing time for receipt of scheduled bids

A bid may be withdrawn at any time prior to the scheduled closing time for receipt of bids, provided a request in writing, executed by the bidder or his duly authorized representative, is filed with the Parish prior to that time. When such a request is received, the bid will be returned to the bidder unopened. However, no bid can be modified, corrected or withdrawn after the time set for closing such bid, except as provided by LSA-R.S. 38:2214(C) & (D).

The Parish, its engineers, architects or anyone distributing plans and specifications for Parish public work projects, equal to or over the contract limit as defined in LA-R.S. 38:2212, shall furnish all prime bidders who request bid documents and who are properly licensed by the Louisiana State Licensing Board for Contractors with at least one set of complete bid documents. A deposit or fee may be charged on the documents as authorized by LA-R.S. 38:2212.

Addenda may be issued, as authorized by LA-R.S. 38:2212 (O). All formal Addenda require written acknowledgment on the bid form by the bidder. Failure to acknowledge an Addendum on the bid form shall cause the bid to be rejected. Jefferson Parish reserves the right to award the bid to the next lowest responsive and responsible bidder in this event.

Prior to submitting a bid each bidder shall visit the site of the proposed work and fully acquaint himself with all surface and subsurface conditions as they may exist so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under this Contract. Bidders shall also thoroughly examine and be familiar with Drawings, Specifications, and Contract Documents. The failure or omission of any bidder to receive or examine any form, instrument, drawing, or document or to visit the site and acquaint himself with conditions there existing, shall in no way relieve any bidder from any obligation with respect to

his bid and the responsibility in the premises rests with him. Submission of a bid shall be considered prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to requirements of the plans, project specifications, Resolution No. 141125, as amended, and contract forms.

Any pre-bid test and boring data in connection with subsurface conditions which have been completed by the Parish or its engineers and furnished to the bidder shall not be considered as fully representative of subsurface conditions existing throughout the area tested nor shall they in any way be binding upon the Parish, it being understood that said data is furnished the bidder for his convenience only and the bidder shall be solely responsible for conducting his own boring explorations he deems necessary in preparing his bid. Any prospective bidder wishing to conduct boring explorations on Parish property must obtain written permission from Jefferson Parish prior to such explorations.

No claims shall be made against the Parish for additional compensation due to unforeseen subsurface conditions arising during progress of the work and which might be in variance with the Parish's pre-bid boring data.

2. Post-closing time for receipt of scheduled bids

Except as where provided by law, bidder agrees that this bid shall be legally binding and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving bids. In the event the Parish issues the Letter of Award (copy of adopted resolution awarding bid by Jefferson Parish Council) during this period, the bid accepted shall continue to remain binding pending execution of the Contract.

Bidder agrees to execute the ensuing Contract and will deliver applicable Bonds to secure the faithful performance thereof.

The Parish of Jefferson reserves the right to cancel this contract for convenience by issuing a thirty (30) day written notice to contractor.

E. BID REVIEW AND AWARD

1. Rejection of Bids

- a. Jefferson Parish may reject any and all bids for just cause in accordance with LA R.S. 38:2214(B). Just cause, for the purpose of the construction of public works, is defined, but is not limited to, the following circumstances:
 - (1) The public entity's unavailability of funds sufficient for the construction of the proposed public work.
 - (2) The failure of any bidder to submit a bid within an established threshold of the preconstruction estimates for that public work, as part of the bid specifications.
 - (3) A substantial change by the public entity prior to the award in the scope or design of the proposed public work.
 - (4) A determination by the public entity not to build the proposed public work within twelve months of the date for the public opening and reading of bids.
 - (5) The disqualification by the public entity of all bidders.

- b. Additionally, bids may be considered irregular and be rejected for any of the following, but is not limited to the following circumstances:
- (1) If the bid form is on a form other than that furnished by the Parish or if the form is altered or any part thereof is detached.
 - (2) If affidavits included in bid form and/or required by law are not returned with the bid or are not properly executed and notarized.
 - (3) If there are unauthorized additions, conditional or alternate bids or irregularities which alter the general terms and conditions, the plans or specifications, or make the bid incomplete, indefinite, or ambiguous as to its meaning.
 - (4) If the bidder adds provisions reserving the right to accept or reject the award or to enter into the contract pursuant to the award.
 - (5) If an owner or a principal officer of the bidding firm is an owner or a principal officer of a firm which has been declared by the Parish to be ineligible to bid.
 - (6) If the proposed bid security does not meet the requirements of Section J.
 - (7) If more than one proposal for the same work, services, materials or supplies is received from an individual, partner, firm, corporation, joint venture, other legal entity, or combination thereof under the same or a different name.
 - (8) The bid is not properly signed or the authority of the signature person submitting the bid is deemed insufficient or unacceptable.
 - (9) If the bidder does not possess the proper license(s) required as noted in the specifications.
 - (10) Any other reasons for rejection set forth by State or Parish laws, Ordinances or Resolutions.
- c. In awarding contracts for materials and supplies, Jefferson Parish shall reject the lowest bid if received from a bidder domiciled in a Communist country, or if the materials or supplies are manufactured in a Communist country, including but not limited to China, North Korea and Vietnam, and to award the contract to the next lowest bidder. This Section shall not apply to any country having established trade relations agreements or approvals from the government of the United States. (LSA-R.S. 38:2212.3)

2. Disqualification of Bids

- a. The causes for disqualification from consideration for award of a contract with Jefferson Parish are as follows (Jefferson Parish Code of Ordinances, Section 2-912):
- (1) Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 - (2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a Parish contractor;
 - (3) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
 - (4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Director or his designee for Jefferson Parish to be serious as to justify disqualification:
 - i. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

- ii. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for disqualification; or
 - iii. Failure to timely pay, without cause, a subcontractor for work performed under a construction contract as required under Section 2-976 in Chapter 2, Article VII, of the Jefferson Parish Code of Ordinances, provided disqualification on such basis shall not exceed a period of one (1) year from the deadline to pay the subcontractor.
 - (5) Any other cause the Purchasing Director determines to be so serious and compelling as to affect responsibility as a Parish contractor, including debarment by another governmental entity for any cause;
 - (6) Violation of the State Code of Ethics or the ethical standards set forth in the Jefferson Parish Code of Ordinances;
 - (7) Failure to secure and/or maintain necessary licenses and/or permits;
 - (8) Failure to comply with the Jefferson Parish Code of Ordinances and/or the Jefferson Parish Comprehensive Zoning Ordinance; or failure to comply with or meet bid specifications and/or failure to be a responsible bidder.
 - (9) A bid which is not responsive to, or does not meet bid specifications, will be rejected as being non-responsive, but that bidder will not be disqualified from future Parish bids, nor will that bidder be given a hearing pursuant to procedure listed below.
- b. The procedures for disqualification from consideration for award of a contract with Jefferson Parish are set forth in Sec. 2- 912 (b).

3. Award of Contract

The award of the contract, if it be awarded, will be by the Parish to the lowest responsive and responsible bidder whose proposal shall have complied with all the bid requirements. The successful bidder will be notified via the e-Procurement site that his bid has been accepted. No contract shall be executed with any contractor until their certificates of insurance, performance bonds, labor and materials payment bonds, or any other bonds required are made satisfactory to the Parish.

Jefferson Parish reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination as shall, in its judgment, be in the best interest of Jefferson Parish. Every contract or order shall be awarded to the lowest responsible bidder, taking into consideration the conformity with the specifications, and the delivery and/or completion date.

Preference will be given to bidders requesting a preference in their bid in accordance with LSA-R.S. 38:2251-2261 for materials, supplies, and provisions, produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside the State of Louisiana, unless federal funding is directly spent by Jefferson Parish on this project.

The successful bidder shall execute the contract with the Parish in the form of the contract included in the specifications, a copy of which is annexed hereto, in such number of counterparts as the Parish may request within twelve (12) days after receipt of notice of award of the contract by the Parish. One copy of the executed contract with all documents forming a part thereof shall be filed at the expense of the contractor, with the Recorder of Mortgages in Jefferson Parish.

PROTESTS: Only those vendors that submit bids in response to this solicitation may protest any element of the procurement, in writing to the Director of the Purchasing Department. Written protest must be received within 48 hours of the release of the bid tabulation by the Purchasing Department. After consultation, the Parish Attorney's Office will then respond to protests in writing. (For more information, please see Chapter 2, Article VII, Division 2, Sec. 2-913 of the Jefferson Parish Code of Ordinances.)

Upon full execution of the contract and receiving a written notice to proceed, the bidder agrees that all work shall be completed as follows:

The work shall be substantially complete within 120 calendar days of the written notice to proceed and completed and shall be ready for final acceptance no more than 30 calendar days after substantial completion.

F. SALES TAX EXEMPTION

For this project, the contractor shall not pay any state or local sales or use taxes on materials and equipment which are affixed and made part of the immovable property of the project or which is permanently incorporated in the project (hereinafter referred to as "applicable materials and equipment"). All purchases of applicable materials or equipment shall be made by the contractor on behalf of and as the agent of Jefferson Parish (Parish), a political subdivision of the State of Louisiana. No state and local sales and use taxes are owed on applicable materials and equipment under the provisions of Act 1029 of the 1991 Regular Session – Louisiana Revised Statute 47:301(8)(c). Parish will furnish to contractor a certificate form which certifies that Parish is not required to pay such state or local sales and use taxes, and contractor shall furnish a copy of such certificate to all vendors or suppliers of the applicable materials and equipment, and report to Parish the amount of taxes not incurred.

G. LIQUIDATED DAMAGES

In accordance with Resolution No. 141125, as amended, Bidder agrees to pay, as liquidated damages, the sum of \$ 1,000.00 for: (1) each consecutive calendar day after the agreed date of substantial completion that the work remains substantially incomplete, and (2) each consecutive calendar day after the 30th day following the actual date of substantial completion that the work has not been finally completed.

In addition to, but not in lieu of the per diem liquidated damages, Parish shall also be entitled to recover from the contractor or the contractor's surety additional liquidated damages as detailed in Resolution No. 141125, as amended. These additional liquidated damages may include, but are not limited to the following, in the amounts and for each of the items identified in the Supplementary Conditions:

(1)	Extended Architectural and/or Engineering Fees	<u>\$ 190.68</u>	<u>/hour</u>
(2)	Extended Resident Project Representative Fee	<u>\$ 81.57</u>	<u>/hour</u>
(3)	Extended Construction Management Fees	<u>\$ 149.75</u>	<u>/day</u>
(4)	Extended Parish's Overhead and Personnel Expenses	<u>\$ 81.57</u>	<u>/hour</u>

- (5) Parish's Other Costs Directly Related to the Delay in Completion Beyond the Contract Times.

Whenever contractor's work requires inspections in excess of the budgeted amount for inspection, the contractor shall reimburse the Parish for the additional costs incurred by the Parish attributable to inspection of the contracted project in excess of the budgeted amount for inspections.

The reasonable budget for such inspections is \$ 61,200.00. Resident Project Representative overtime rates shall be calculated at 1.2 times the hourly rate. The cost of inspection in excess of this budgeted amount shall be assessed against Contractor's progress payments, all in accordance with Louisiana Public Bid Law.

H. ETHICAL STANDARDS AND COOPERATION WITH THE OFFICE OF THE INSPECTOR GENERAL, INCLUDING CONFLICTS OF INTEREST

Vendor agrees by bid submission to comply with all provisions of Louisiana Law as well as compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, as published on <http://ethics.la.gov> and applicable Jefferson Parish ethical standards and Jefferson Parish Terms and Conditions.

Inspector General: It shall be the duty of every Parish officer, employee, department, agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the Parish, and the duty of every applicant for certification of eligibility for a Parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to JPCO 2-155.10(19). Every Parish contract and every bid, proposal, application or solicitation for a Parish contract, and every application for certification of eligibility for a Parish contract or program shall contain a statement that the corporation, partnership, or person understands and will abide by all provisions of JPCO 2-155.10. By submitting a bid, Bidder acknowledges this and will abide by all provisions of the referenced JPCO.

Conflicts of Interest: Jefferson Parish adheres to the Louisiana Code of Governmental Ethics, contained in Louisiana Revised Statutes Annotated, R.S. 42:1101, et seq. Vendor/Proposer by this submission warrants that there are no "conflicts of interest" related to this procurement that would violate applicable Louisiana Law. Violation of the Louisiana Code of Governmental Ethics may result in rescission of contract, permit or licenses, and the imposition of fines and/or penalties, without contractual liability to the public in accordance with applicable law.

I. REQUIRED AFFIDAVITS

For convenience, all legally mandated affidavits have been combined into one form, entitled **Public Works Bid Affidavit**. All bidders must submit with their bid submission, a completed, signed and properly notarized affidavit in its original format and without alteration in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration prior to, or at contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

The person submitting the bid, and whose authority to submit has been evidenced on the Corporate Resolution is the proper party to execute the **Public Works Bid Affidavit**.

J. BID REQUIREMENTS (BID DOCUMENTS, SPECIFICATIONS, BONDS, W-9 AND PAYMENT INFO)

Bidders must review the bid specifications and include any required documentation including but not limited to the LA Public Works Uniform Bid Form, Bid Security, Corporate Resolution or written evidence of signature authority, and the Public Works Affidavit. Pursuant to LA R.S. 38:2212(B)(3)(b), bidders shall also be responsible for providing any other documentation as required. Please note that the payment and performance bonds must be supplied by the successful bidder at contract signing.

No oral interpretation will be made to any bidder as to the meaning of the drawings, specifications, or contract documents. Every request for such interpretation shall be made in writing and addressed and forwarded to the Engineer, Architect or person distributing plans and specifications. No inquiry received within five (5) days prior to the day fixed for opening of the bids will be given consideration. Every interpretation made to the bidder shall be in the form of an addendum to the specifications and shall be issued as authorized by LA-R.S. 38:2212(O).

All such addenda shall become a part of the contract documents. Failure of any bidder to receive any such interpretation shall not relieve any bidder from any obligation under his bid as submitted without modification.

The specifications and plans are complementary of each other and all work called for or reasonably implied by either shall be performed as if called for by both. In case of conflict between the requirements of the specifications and plans, the specifications shall take precedence. Figured dimensions shall take precedence over scale dimensions, and larger scale details shall take precedence over smaller scale details in the general work drawings.

All vendors submitting bids shall register as a Jefferson Parish vendor, if not already registered. Registration forms may be downloaded from <http://purchasing.jeffparish.net> and click on Vendor Information. Current W-9 forms with respective Tax Identification numbers and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, vendor registration is mandatory. Vendors may experience a delay in payment if your company is not a registered vendor with Jefferson Parish.

Bidders must comply with all provisions of this Notice, the Standard General Conditions of the Construction Contract and any special conditions and specifications contained herein, all of which are made part of this bid proposal. Resolution No. 141125, as amended, will be considered a part of the bid whether attached or not. A copy of these terms and resolutions may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, Louisiana 70053. Bidders may also obtain a copy by visiting the Purchasing Department's webpage at <http://purchasing.jeffparish.net> and clicking on online forms.

Bid Security: Bidders shall provide bid security in the form of an electronic bid bond in the amount of five percent (5%) of the total bid price (Base Bid and any Alternates) (as per R.S. 38:2218). The Bid Security shall remain valid until the contract is executed or until final disposition is made of the bids submitted. Such security will become the property of the Parish in the event the successful bidder fails or refuses to execute the contract or fails to produce performance and payment bonds upon contract signing. Bids shall remain binding for at least forty-five (45) days after the date set for the Bid Opening. In the event the Parish issues the Letter of Award during this period, the bid

accepted shall continue to remain binding until the execution of contract. Jefferson Parish and the lowest responsible bidder, by mutual written consent, may agree to extend the deadline for award by one or more extensions of thirty (30) calendar days.

When submitting online, bidders must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.

Performance Bond: A performance bond is required in 100% of the contract amount and is due at the signing of the formal contract, unless another percentage is required in the bid specifications. In the event of a conflict between these instructions and the bid specifications, the bid specifications shall control.

Payment Bond: A payment bond is required in 100% of the contract amount and is due at the signing of the formal contract, unless another percentage is required in the bid specifications. In the event of a conflict between these instructions and the bid specifications, the bid specifications shall control.

To the extent permitted by law, the bond requirements as set forth herein are waived insofar as Community Development Housing Rehabilitation Construction Contracts are concerned for single family, owner-occupied dwellings. The Parish Attorney's Office will omit the requirements in connection with Community Development Housing Rehabilitation Construction Contracts for single family, owner-occupied dwellings.

K. INSURANCE REQUIREMENTS

All bidders must submit with bid submission a current (valid) insurance certificate evidencing required coverages. Failure to comply will cause the bid to be rejected. The current insurance certificate will be used for proof of insurance at time of evaluation. Thereafter, and prior to contract execution, the low bidder will be required to provide final insurance certificates to the Parish which shall name the **Jefferson Parish, its Districts, Departments and Agencies under the direction of the Parish President and the Parish Council** as additional insureds regarding negligence by the contractor for the Commercial General Liability and the Comprehensive Automobile Liability policies. **Additionally, said certificates should reflect the name of the Parish Department receiving goods and services and reference the respective Jefferson Parish bid number.**

JEFFERSON PARISH REQUIRED STANDARD INSURANCE

☒ WORKER'S COMPENSATION INSURANCE

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

☒ **COMMERCIAL GENERAL LIABILITY**

Shall provide limits not less than the following: \$1,000,000 Combined Single Limit per Occurrence for bodily injury and property damage.

☒ **COMPREHENSIVE AUTOMOBILE LIABILITY**

Bodily injury liability \$1,000,000 each person; \$1,000,000 each occurrence. Property Damage Liability \$1,000,000 each occurrence.

UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements.

FOR CONSTRUCTION AND RENOVATION PROJECTS:

The following are required if selected. Such insurance is due upon contract execution.

☒ **OWNER'S PROTECTIVE LIABILITY**

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

☐ **BUILDER'S RISK INSURANCE**

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the Parish of Jefferson and contractor as their interest may appear.

INSURANCE DEDUCTIBLES - The Parish Attorney with concurrence of the Director of Risk Management have waived the deductible section of the Terms and Conditions for all Invitations to Bid, until further notice.

L. INDEMNIFICATION

Bidder acknowledges that bidder recovered the cost of any required insurance in the contract price as required by LA R.S. 9:2780.1(l) and that bidder recovered any such cost for the purposes of insuring an obligation to indemnify Jefferson Parish, defend Jefferson Parish, or hold Jefferson Parish harmless and that bidder's indemnity liability is limited to the amount of the proceeds that are payable under the insurance policy or policies that bidder has obtained.

M. FAMILIARITY WITH LAWS AND ORDINANCES

Bidders shall familiarize themselves with and shall comply with all applicable Federal and State Laws, Parish/Municipal Ordinances, Resolutions, and the rules and regulations of all authorities having jurisdiction over construction of the project, which may directly or indirectly affect the work or its prosecution.

These laws and/or ordinances will be deemed to be included in the contract, the same as though herein written in full.

In case of conflict between the requirements of these specifications and any State and/or Federal Regulations or Laws, the State and/or Federal Regulations or Laws shall take precedence in all cases in which State and/or Federal Funding of the contract, in whole or in part, depends upon compliance with said State and/or Federal Regulations or Laws.

N. MISCELLANEOUS

The successful bidder may be required to furnish a statement of the origin, composition, and manufacture of materials to be used in construction of the work together with samples, which samples may be subjected to testing to determine their quality and fitness for the work, as specified.

Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, sex or religion except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Acts of 1964, or Title VI and VII of the Act of April 11, 1968 shall also apply, as amended; nor discriminate on the basis of age under the Age Discrimination Act of 1975, as amended; nor with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k) (5) of the Regulations.

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, force majeure, governing law, including ethics statements, claims or controversies, and termination based on contingency of appropriation of funds, as applicable.

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: JEFFERSON PARISH
ATTN: PURCHASING DEPARTMENT
200 DERBIGNY STREET, SUITE 4400
GRETN, LA 70053

(Owner to provide name and address of owner)

BID FOR: BISSONET PLAZA DRAINAGE OUTFALLS
BID NO. 50-00143697
J.P. PROJECT NO. 2017-004A-DR

(Owner to provide name of project and other identifying information)

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: MEYER ENGINEERS, LTD. and dated: AUGUST 2, 2023

(Owner to provide name of entity preparing bidding documents.)

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:** (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) Addendum 1 and addendum 2

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:

Four Hundred and Ninety Eight Thousand Dollars (\$ 498,000.00)

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

Alternate No. 1 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

N/A Dollars (\$)

Alternate No. 2 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

N/A Dollars (\$)

Alternate No. 3 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

N/A Dollars (\$)

NAME OF BIDDER: Garden Environments, Inc. DBA Wolf Group Construction

ADDRESS OF BIDDER: 4433 Ligustrum Street Metairie, LA 70001

LOUISIANA CONTRACTOR'S LICENSE NUMBER: 59207

NAME OF AUTHORIZED SIGNATORY OF BIDDER: Ethan Vuljoin

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: Owner

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 R.S. 38:2218(A) attached to and made a part of this bid.

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

TO: JEFFERSON PARISH
ATTN: PURCHASING DEPARTMENT
200 DERBIGNY STREET, SUITE 4400
GRETN, LA 70053

(Owner to provide name and address of owner)

BID FOR: BISSONET PLAZA DRAINAGE OUTFALLS
BID NO. 50-00143697
J.P. PROJECT NO. 2017-004A-DR

(Owner to provide name of project and other identifying information)

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

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ REMOVAL OF STRUCTURES AND OBSTRUCTIONS			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
202-01-00100	1	LS		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ REMOVAL OF ASPHALT PAVEMENT			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
202-02-02020	220	SY		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ REMOVAL OF CURBS (CONCRETE) (ALL TYPES)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
202-02-06140	25	LF		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ REMOVAL/RE-ERECT OF SIGN & U-CHANNEL POST			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
202-02-38300	6	EA		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ EXCAVATION AND EMBANKMENT			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
203-05-00100	1	LS		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ CLASS II BASE COURSE (6" THICK) (CRUSHED STONE OR RECYCLED PORTLAND CEMENT CONCRETE) (1/2 RDWY. OVER NEW RCP)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
302-02-06070	70	SY		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ SCARIFYING AND COMPACTING ROADBED (6" THICK)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
306-01-00100	32	SY		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ MAINLINE TRAFFIC MAINTENANCE SURFACING (HARD-12" ASPHALT)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
402-02-00100	205	SY		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ ASPHALT CONCRETE WEARING COURSE (2" THICK)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
502-01-00100	160	TON		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ MILLING ASPHALT PAVEMENT			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
509-01-00100	820	SY		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ PORTLAND CEMENT CONCRETE PAVEMENT (7" THICK)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
601-01-00300	95	SY		

Wording for "DESCRIPTION" is to be provided by the Owner.

All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner.

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

TO: JEFFERSON PARISH
ATTN: PURCHASING DEPARTMENT
200 DERBIGNY STREET, SUITE 4400
GRETNA, LA 70053

(Owner to provide name and address of owner)

BID FOR: BISSONET PLAZA DRAINAGE OUTFALLS
BID NO. 50-00143697
J.P. PROJECT NO. 2017-004A-DR

(Owner to provide name of project and other identifying information)

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

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# STORM DRAIN PIPE (60" RCP)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
701-03-01140	183	LF		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# JUNCTION BOXES			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
702-01-00100	2	EA		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# COMBINATION CURB AND GUTTER (HIGH EARLY STRENGTH)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
707-03-00100	25	LF		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# TEMPORARY SIGNS AND BARRICADES			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
713-01-00100	1	LS		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# PORTABLE CHANGEABLE MESSAGE BOARD			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
713-11-00100	2	EA		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# SLAB SODDING (BERMUDA GRASS)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
714-01-00100	300	SY		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# BEDDING MATERIAL (NET SECTION)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
726-01-00100	160	CY		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# MOBILIZATION			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
727-01-00100	1	LS		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# REFLECTORIZED RAISED PAVEMENT MARKERS			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
731-02-00100	10	EA		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# PLASTIC PAVEMENT STRIPING (24" WIDTH) (THERMOPLASTIC 125 MIL)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
732-01-02080	60	LF		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# PLASTIC PAVEMENT STRIPING (SOLID LINE) (4" WIDTH) (THERMOPLASTIC 90 MIL)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
732-02-02000	460	LF		

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

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

TO: JEFFERSON PARISH
ATTN: PURCHASING DEPARTMENT
200 DERBIGNY STREET, SUITE 4400
GRETNA, LA 70053

(Owner to provide name and address of owner)

BID FOR: BISSONET PLAZA DRAINAGE OUTFALLS
BID NO. 50-00143697
J.P. PROJECT NO. 2017-004A-DR

(Owner to provide name of project and other identifying information)

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

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____ PLASTIC PAVEMENT STRIPING (BROKEN LINE) (4" WIDTH) (THERMOPLASTIC 90 MIL)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
732-03-02000	230	LF		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____ LOOP DETECTORS			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
736-09-00100	100	LF		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____ CONSTRUCTION LAYOUT			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
740-01-00100	1	LS		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____ CONCRETE SLOPE PAVEMENT OUTFALL FOR 60" RCP			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
NS-2	2	EA		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)

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



**Designation of Construction Contractor
as Agent of a Governmental Entity
Sales Tax Exemption Certificate**

_____, an agency of the United States government, or an agency, board, commission, or instrumentality of the State of Louisiana or its political subdivisions, including parishes, municipalities and school boards, does hereby designate the following contractor as its agent for the purpose of making sales tax exempt purchases on behalf of the governmental body:

Name of Contractor Garden Environments, Inc. DBA Wolf Group Construction		
Address 4433 Ligustrum Street		
City Metairie	State LA	ZIP 70001

This designation of agency shall be effective for purchases of component construction materials, taxable services and leases and rentals of tangible personal property for the following named construction project:

Construction Project Bissonet Plaza Drainage Outfalls	Contract Number 50-00143697
--	--------------------------------

This designation and acceptance of agency is effective for the period

Beginning Date (mm/dd/yyyy) 12/07/23	End Date (mm/dd/yyyy) 12/07/2024
---	-------------------------------------

Purchases for the named project during this period by the designated contractor shall be considered as the legal equivalent of purchases directly by the governmental body. Any materials purchased by this agent shall immediately, upon the vendor's delivery to the agent, become the property of this government entity. This government entity, as principal, assumes direct liability to the vendor for the payment of any property, services, leases, or rentals made by this designated agent. This agreement does not void or supersede the obligations of any party created under any construction contract related to this project, including specifically any contractual obligation of the construction contractor to submit payment to the vendors of materials or services for the project.

This contractor-agent is not authorized to delegate this purchasing agency to others; separate designations of agency by this governmental entity are required for each contractor or sub-contractor who is to purchase on behalf of this governmental entity. The undersigned hereby certify that this designation is the entirety of the agency designation agreement between them. In order for a purchase for an eligible governmental entity through a designated agent to be eligible for sales tax exemption, the designation of agency must be made, accepted, and disclosed to the vendor before or at the time of the purchase transaction.

Designation of Agency			Acceptance of Agency		
Signature of Authorized Designator		Date (mm/dd/yyyy)	Signature of Contractor or Subcontractor Authorized Acceptor		Date (mm/dd/yyyy)
			 Name of Contractor's or Subcontractor's Acceptor Ethan Vuljoin		12/07/23
Name of Authorized Designator			Name of Contractor		
			Garden Environments, Inc. DBA Wolf Group Construction		
Name of Governmental Entity			Address		
			4433 Ligustrum Street		
City	State	ZIP	City	State	ZIP
			Metairie	LA	70001

This designation of agency form, when properly executed by both the contractor and the governmental entity, shall serve as evidence of the sales tax exempt status that has been conferred onto the contractor. No other exemption certificate form is necessary to claim exemption from sales taxes. The agency agreement evidenced by this sales tax exemption certificate must be implemented at the time of contract execution with the governmental entity. The contract between the governmental entity and his agent must contain provisions to authenticate the conferment of agency.

Public Works Bid Affidavit Instructions

- **Affidavit is supplied as a courtesy to Affiants, but it is the responsibility of the affiant to insure the affidavit they submit to Jefferson Parish complies, in both form and content, with federal, state and parish laws.**
- **Affidavit must be signed by an authorized representative of the entity or the affidavit will not be accepted.**
- **Affidavit must be notarized or the affidavit will not be accepted.**
- **Notary must sign name, print name, and include bar/notary number, or the affidavit will not be accepted.**
- **Affiant MUST select either A or B when required or the affidavit will not be accepted.**
- **Affiants who select choice A must include an attachment or the affidavit will not be accepted.**
- **If both choice A and B are selected, the affidavit will not be accepted.**
- **Affidavit marked N/A will not be accepted.**
- **It is the responsibility of the Affiant to submit a new affidavit if any additional campaign contributions are made after the affidavit is executed but prior to the time the council acts on the matter.**

Instruction sheet may be omitted when submitting the affidavit

Public Works Bid

AFFIDAVIT

Louisiana

STATE OF _____

PARISH/COUNTY OF East Baton Rouge

BEFORE ME, the undersigned authority, personally came and appeared: Ethan

Vuljoin, (Affiant) who after being by me duly sworn, deposed and said that
he/she is the fully authorized Owner of Garden Environments, Inc. DBA Wolf Group Construction (Entity),
the party who submitted a bid in response to Bid Number 50-00143697, to the Parish of
Jefferson.

Affiant further said:

Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Choice B X there are **NO** campaign contributions made which would require disclosure under Choice A of this section.

Affiant further said:

Debt Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the parish to the Affiant.

Choice B _____ X
There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

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

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

Affiant further said:

Affiant personally has not been convicted of, nor has he/she entered into a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. No individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of a ten percent ownership in the Bidding Entity, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall permanently bar any person or the bidding entity from bidding on public projects:

- (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. 14:230)

A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall bar any person or the bidding entity from bidding on public projects for a period of five years from the date of conviction or from the date of the entrance of the plea of guilty or nolo contendere:

- (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)

The five-year prohibition provided for in this section shall apply only if the crime was committed during the solicitation or execution of a contract or bid awarded pursuant to these provisions. If evidence is submitted substantiating that a false attestation has been made and the project must be readvertised or the contract cancelled, the awarded entity making the false attestation shall be responsible to the public entity for the costs of rebidding, additional costs due to increased costs of bids and any and all delay costs due to the rebid or cancellation of this project.

[The remainder of this page is intentionally left blank.]

Affiant further said:

- (1) Entity 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.
- (2) Entity 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.
- (3) Entity shall require all subcontractors to submit to the Entity a sworn affidavit verifying compliance with statements (1) and (2).



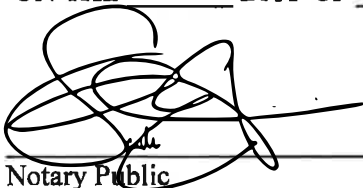
Signature of Affiant

Ethan Vuljoin

Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 7th DAY OF December, 2023.



Notary Public

Sarah Vuljoin

Printed Name of Notary

149128

Notary/Bar Roll Number

My commission expires Never.

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF
Garden Environments, Inc. DBA Wolf Group Construction

INCORPORATED.

AT THE MEETING OF DIRECTORS OF Garden Environments, Inc. DBA Wolf Group Construction
INCORPORATED, DULY NOTICED AND HELD ON December 7, 2023,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT
WAS:

RESOLVED THAT Ethan Vuljoin, BE AND IS HEREBY
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-
FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS
AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES,
DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE
EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES,
CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE ORDERS AND NOTICES
ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS
CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING
EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-
FACT.

I HEREBY CERTIFY THE FOREGOING TO BE
A TRUE AND CORRECT COPY OF AN
EXCERPT OF THE MINUTES OF THE ABOVE
DATED MEETING OF THE BOARD OF
DIRECTORS OF SAID CORPORATION, AND
THE SAME HAS NOT BEEN REVOKED OR
RESCINDED.



SECRETARY-TREASURER

12/07/23

DATE

Bid Bond

An Electronic Bid Bond must be submitted with this bid, through one of the respective clearing houses at www.jeffparish.net or www.centralbidding.com. To access the bonding companies on Central Bidding, hover over the "Central Bidding" link at the top of the page and select the "Bid Bonds" link.

The electronic bid bond number is to be placed in the required section listed on the standard envelope. Scanned copies of bid bonds will not be accepted with your submission.

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FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, a _____,
(Name of Contractor)
hereinafter called "Principal", and _____, State
(Surety)
of _____, hereinafter called the "Surety", are held and firmly bound unto
_____, of _____,
(Owner) (City and State)

hereinafter called "Owner", in the penal sum of _____
Dollars (\$) in lawful money of the United States, for the payment of which sum
well and truly to be made, we bind ourselves, our heirs, executors, administrators, and
successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered
into a certain contract with the Owner, dated the _____ day of _____,
20__, a copy of which is hereto attached and made a part hereof for the construction of:

**BISSONET PLAZA DRAINAGE OUTFALLS
PROJECT NO. 2017-004A-DR
BID NO. 50-XXXXXXX**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, and agreements of said contract during the original
term thereof, and any extensions thereof which may be granted by the Owner, with or without
notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract,
and shall fully indemnify and save harmless the Owner from all costs and damages which it may
suffer by reason of failure to do so, and shall reimburse and repay the Owner all

FORM OF PERFORMANCE BOND (continued)

outlay and expense which the Owner may incur in making good any default in connection with the construction of such work, and all insurance premiums on said work, whether by sub-contractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

WITNESSES:

(Principal)

Title: _____

(Surety)

By: _____
(Attorney-in-fact)

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

FORM OF LABOR AND MATERIALS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal,

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, all held and firmly bound unto the Parish of Jefferson hereinafter called Owner, in the penal sum of _____ Dollar (\$)) in lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20__, a copy of which is hereto attached and made a part hereof for the construction of:

BISSONET PLAZA DRAINAGE OUTFALLS
PROJECT NO. 2017-004A-DR
BID NO. 50-XXXXXXX

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

FORM OF LABOR AND MATERIALS PAYMENT BOND (Continued)

PROVIDED, FURTHER, that the said Surety, for the value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or to the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the specifications.

PROVIDED, FURTHER, that no final settlement between Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in ___ counterparts, each of which shall be deemed an original, this _____ day of _____, 20__.

ATTEST:

_____ Principal

BY: _____

ADDRESS: _____

(SEAL)

_____ Witness as to Principal

_____ Address

ATTEST:

_____ Surety

BY: _____

ADDRESS: _____

(SEAL)

_____ Address

NOTE: DATE OF BOND must not be prior to date of Contract:

1. Correct Name of Contractor
2. A Corporation, A Partnership, or an Individual
3. Correct Name of Surety

PAYMENT NOTICE

ALL PAYMENT REQUESTS OR INVOICES MUST BE SENT FIRST TO THE ENGINEERS FOR REVIEW AND COMMENT ON THE PROPER PARISH FORMS, WHICH ARE THEN FORWARDED TO THE PROJECT MANAGER FOR FURTHER HANDLING. CONTRACTORS WHO FAIL TO FOLLOW THIS PROCEDURE WILL NOT BE PAID ON A TIMELY BASIS DUE TO THE UNNECESSARY DELAYS IN RE-ROUTING THE PAYMENT REQUESTS.

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.

**RESOLUTION 141125
STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT**

Prepared By



Endorsed By



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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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 document prepared by Contractor, in a form acceptable to Engineer, to request 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. *Bonds*—Performance and payment bonds and other instruments of security.
 9. *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.
 10. *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; 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.

11. *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; 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.
- 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.
- c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
- d. A demand for money or services by a third party is not a Claim.

12. *Constituent of Concern*—Asbestos (any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration), petroleum (including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure [60 degrees Fahrenheit and 14.7 pounds per square inch absolute], such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils), radioactive materials (source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 [42 USC Section 2011 et seq.] as amended from time to time), polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste (as defined in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time), and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

13. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

14. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

15. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

16. *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.

17. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

18. *Cost of the Work*—See Paragraph 13.01 for definition.

19. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
20. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
21. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
22. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
23. *Engineer*—The individual or entity named as such in the Agreement.
24. *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.
25. *Force Account*—Payment for directed construction work based on the cost of labor, equipment, materials furnished, overhead, and profit.
26. *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.
- a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
27. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
28. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
29. *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.

30. *Notice of Award*—~~The written notice by Owner to a Bidder of Owner's acceptance of the Bid.~~ The written notice by Owner to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement to the successful bidder. However, the Notice of Award shall not be construed as an agreement, meeting of the minds, contract, or any other legal obligation between the Owner and Contractor. Until the Contractor receives a Notice to Proceed from the Owner, the Contractor has no right or remedy against the Owner.
31. *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.
32. *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.
33. *Partial Utilization*—Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.
34. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
35. *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.
36. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
37. *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.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
39. *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.
40. *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.
41. *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 or areas furnished by Owner which are designated for the use of Contractor.

42. *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.
43. *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.
44. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
45. *Substantial Completion*— The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, as evidenced by Engineer's issued and signed final Certificate of Substantial Completion as provided in Paragraph 15.03.C and confirmed by Owner pursuant to a resolution adopted by the Jefferson Parish Council as provided in Paragraph 15.03.G, 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 of such Work.
46. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
47. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

48. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct

regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

- c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

50. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

51. *Unit Price Work*—Work to be paid for on the basis of unit prices.

52. *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.

53. *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, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times. Contractor shall not be entitled to any change in the Contract Price or the Contract Times related to a Work Change Directive unless and until a valid Change Order is approved by the Jefferson Parish Council.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*: 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*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective*: The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - 3. 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 Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
 - 1. The word “furnish,” when used in connection with services, materials, or equipment, means 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, means 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, means 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. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. 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 Performance and Payment Bonds; Evidence of Insurance; Recordation of Contract Documents*

- A. *Performance and Payment Bonds:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor's Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- ~~C. *Evidence of Owner's Insurance:* After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.~~
- C. Contractor shall not start any Work at the Site unless and until Contractor has in place and in full force and effect all of the insurance and Bonds which the Contractor is required to obtain by the Agreement, the Contract, or the Supplementary Conditions. Any delay in obtaining confirmation of the existence of the insurance, Bonds, and other security required by this Contract and compliance with the terms of the Contract therefor shall be counted as workdays if the start of Work is delayed beyond the time set forth in paragraphs 4.01 and 4.02. The Contract shall not be in force or binding on Owner until satisfactory Bonds and insurance have been provided in accordance with the Contract Documents.
- D. In accordance with the Instructions to Bidders, one complete copy of the executed Contract Documents, including Specifications and Drawings, shall be filed with the Clerk of Court and Ex-Officio Recorder of Mortgages for Jefferson Parish promptly, but in any event before starting any Work, at Contractor's expense, which expense may be deducted from any application for payment if not paid for directly by Contractor.

2.02 *Copies of Documents*

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

2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise 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.
 4. The construction schedule shall be in a detailed precedence-style critical path method (CPM) or prima vera type format satisfactory to the Owner and the Engineer, and shall also: (1) provide a graphic representation of all activities and events that will occur during the performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in insuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as Milestone Dates). Upon review and acceptance by the Owner and the Engineer of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents and attached to the agreement as Exhibit. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and the Engineer and resubmitted for acceptance.

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 *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 the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will 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.
4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents 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 Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document 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. In case of discrepancy, the following order of precedence will apply:

1. Special Provisions Section as included in the Specifications

2. Drawings

3. Supplementary Conditions

4. Standard Specifications of Jefferson Parish as either included or referenced in the Specifications

5. Standard Plans of Jefferson Parish as either included or referenced in the Specifications

Calculated dimensions will govern over scaled dimensions.

Contractor shall take no advantage of any error or omission in the Contract Documents. If Contractor discovers such an error or omission, Contractor shall immediately notify Engineer. Engineer will then make such corrections and interpretations as deemed necessary to fulfil the intent of the Contract Documents.

- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will 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.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will 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.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. 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.
- H. Owner makes no warranties, express or implied, with respect to the fitness of the Drawings or Specifications prepared by the Engineer or any other person, and Contractor waives any claims against Owner arising out of any implied or express warranties of the fitness of the Drawings or Specifications for their intended purpose.

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, means 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, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer 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 or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

The grades, elevations, dimensions, locations, and field measurements or any drawings or specifications issued by the Engineer, or the Work installed by other contractors, are not guaranteed by the Engineer or the Owner. Any errors due to the Contractor's failure to verify all such grades, elevations, locations, dimensions, or field measurements shall be promptly rectified by Contractor without any additional costs to Owner or extensions of Contract Times.

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 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, or reasonably should have known 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 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 in writing 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.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing 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 versions, 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 precludes 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 30th 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 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.~~

The Contract Times will commence to run on the day indicated in the Notice to Proceed. The Owner shall issue a Notice to Proceed in accordance with La. R.S. 38:2215. In no event will Owner have any obligations or duties to Contractor under the Agreement until the Notice to Proceed is given to Contractor. In no event will the Contract Times commence to run later

than one hundred eighty days after the contract execution or the thirtieth day after the Effective Date of Agreement, whichever date is later, unless the parties otherwise agree.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work within 10 days from the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

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

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must 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 will 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 Contract Price or 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. Such an adjustment will 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 third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price 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. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

- F. 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, together with the provisions of Paragraphs 4.05.D and 4.05.E.

- G. Paragraph 8.03 addresses 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.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing 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, or to improvements, structures, utilities, or similar facilities located at such adjacent lands 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 7.13, 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 a arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other

dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will 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 of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
 - 2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
 - 3. Technical Data contained in such reports and drawings.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. *Reliance by Contractor on Technical Data:* 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 Paragraph 1.01.A.46.b.
- D. *Limitations of Other Data and Documents:* 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;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

E. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the Site conditions and limitations under which the Work is to be performed, including, without limitation, (1) the location, condition, layout, and nature of the Project Site and surrounding areas; (2) generally prevailing climactic conditions; (3) anticipated labor, supply, and costs; (4) availability and cost of materials, tools, and equipment; and (5) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project Site or any improvements located on the Project Site. Except as set forth in Article 4, the Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make adjustments in either the Contract Price or Contract Times arising from a failure by the Contractor or any Subcontractor to comply with the requirements of this paragraph.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor:* If Contractor ~~believes~~ discovers or should have discovered that any subsurface or physical condition that is uncovered or revealed at the Site or adjacent to the Site:

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;
2. is of such a nature as to require a change in the Drawings or Specifications;
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, ~~promptly after becoming aware thereof~~ immediately and in any event within 48 hours after the time the Contractor discovers 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 whether it is necessary for Owner to obtain 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; 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. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
 - 1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, 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 subject to the provisions of Paragraphs 4.05.D and 4.05.E.
 - 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;
 - 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 required by Paragraph 5.04.A.
 - 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will 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, 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.

- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;
 3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. 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 on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, ~~promptly after becoming aware thereof~~ immediately and in any event within 24 hours after Contractor discovers and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; 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
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, 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. 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;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. 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, then any such adjustment will 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, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 - 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; 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 on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. 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 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. ~~removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work. Contractor must take all precautions to discover and locate any Hazardous Environmental Condition at the Site that may present a substantial danger to persons or property exposed thereto in connection with the Work at the Site.~~

- 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 : (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, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, 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. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- 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, 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 obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.~~
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone

for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K J. 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 Contractor's obligations under the Contract. These bonds must 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 terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety ~~named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury meeting the requirements set forth in La. R.S. 38:2218 and 2219 and any other requirements and qualifications set forth in the Supplementary Conditions.~~ 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 must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. 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.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

I. Performance Bond: Any surety bond written for a Jefferson Parish Public Works project shall be written by a surety or insurance company currently on the U.S. Department of Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent of policyholder's surplus as shown in the A.M. Best's Key Rating Guide or by a surety company that complies with the requirements of La. R.S. 38:2219.

No surety will be accepted from a bondsman which does not have a permanent agent or representative in the State upon whom notices referred to in the General Conditions may be served. Service of said notice on said agent or representative in the State shall be equal to service of notice on the president of the surety, or such other officer as may be concerned. Should the Contractor's surety, even though approved and accepted by the Owner, subsequently remove its agency or representative from the State or terminates its residency or license in this State or become insolvent, bankrupt, or otherwise fail, the Contractor shall immediately furnish a new bond from another company approved by the Owner, at no additional cost to the Owner. The new bond shall be executed upon the same terms and conditions as the original bond.

J. Alternative Security: The Owner may in its discretion accept alternative security pursuant to the requirements set forth in the Louisiana public contract law (La. R.S. 38:2181 et seq.).

K. Scope of the Bond and Obligation of the Surety: The Contractor's surety shall obligate itself to all the terms and covenants of the Contract Documents covering the Work to be performed hereunder. The Owner reserves the right to order extra work or make changes by altering, adding to, or deducting from the Work under the conditions and in the manner hereinbefore described without notice to the Contractor's surety and without in any manner affecting the liability of bondsman or releasing it from any of its obligations hereunder.

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

The surety of the Contractor shall be and does hereby declare and acknowledge itself by acceptance to be bound to the Owner as guarantor jointly and in solido with the Contractor for fulfillment of the foregoing terms including, but not limited to, any provisions for actual or liquidated damages.

6.02 Insurance—General Provisions

- A. ~~Owner and~~ Contractor shall obtain and maintain insurance as required in this article, Article 7.18, and in the Supplementary Conditions. Pursuant to La. R.S. 9:2780.1, the cost of such insurance shall be included in the Contract Price.

- B. All insurance required by the Contract to be purchased and maintained by ~~Owner and Contractor~~ shall be obtained from insurance companies that are duly licensed or authorized in the ~~state or jurisdiction in which the Project is located~~ State of Louisiana 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-VI or better. This requirement will be waived for workers' compensation coverage only for those contractors whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Workers' Compensation Assigned Risk Pool or the Louisiana Worker's Compensation Corporation.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified herein or in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Contractor shall deliver these documents when returning the signed copies of the agreement to Owner. Each such certificate shall include the Project name, the Project number, proposal number, and Owner's address as identified in the Agreement. 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, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- ~~E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages 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, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.~~
- ~~F. E.~~ Failure of Owner to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- ~~G. E.~~ In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. 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.

H.G. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

~~† H.~~ If ~~either party~~ Contractor does not purchase or maintain the insurance required ~~of such party by by Owner in accordance with~~ the Contract, ~~such party~~ Contractor shall notify ~~the other party~~ Owner 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.

~~‡ J.~~ If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

~~¶ J.~~ Without prejudice to any other right or remedy, if ~~a party~~ Contractor has failed to obtain required insurance, ~~the other party~~ Owner may elect (but is in no way obligated) to obtain equivalent insurance to protect ~~such other party's~~ Owner's interests at the expense of ~~the party~~ Contractor who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

~~‡ K.~~ Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

~~¶ L.~~ The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

~~¶ M.~~ All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, 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 and Engineer.

6.03 Contractor's Insurance

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 1. include at least the specific coverages required;

2. be written for not less than the limits provided herein or in the Supplementary Conditions, or those required by Laws or Regulations, whichever is greater;
 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, 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;
 4. apply with respect to the performance of the Work, whether such performance is 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; and
 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
1. include and list as additional insureds Owner ~~and Engineer~~ and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
 4. not seek contribution from insurance maintained by the additional insured;
 5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations; and
 6. with respect to workers' compensation only, include a Waiver of Subrogation in favor of the Owner and any principals for whom the Owner is working, including any co-lessors of such principals; and, with respect to all of the foregoing, be subject to the approval of the Owner.
- D. The limits of liability for the insurance required by paragraph 6.03 of the General Conditions shall provide the following coverage for not less than the following amounts or greater where required by Laws and Regulations, and any Jefferson Parish resolutions:
1. Workers' Compensation, etc. under the General Conditions:
The CONTRACTOR shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all his employees in any way engaged in this project. As required by Louisiana State Statute exception: employer's liability shall be \$1,000,000 per occurrence when work is to be over water and involves maritime exposures, otherwise this limit shall be no less than \$500,000 per occurrence.

2. CONTRACTOR's Comprehensive General Liability Insurance under the General Conditions which shall also include completed operations and product liability coverage:

The CONTRACTOR shall take out and maintain during the life of this contract Comprehensive General Liability Insurance with a combined Single Limit per occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage, and indicate on the certificate of insurance the following:

1. Premises - operations;
2. Broad form contractual liability;
3. Products and completed operations;
4. Use of contractors and sub-contractors;
5. Personal Injury;
6. Broad form property damage;
7. Explosion, collapse and underground [XCU] coverage.

NOTE: On the certificate of insurance, under the description of operations, the following wording is required: The aggregate loss limit applies to each project or a copy of ISO Form CG 25 03 [ed. 11-85 or latest form] shall be submitted.

COMBINED SINGLE LIMITS [CSL] -AMOUNT OF INSURANCE REQUIRED

CONTRACTS UP TO \$1,000,000:

General contracts - each occurrence/ minimum limits \$500,000.00,

New construction/renovations - each occurrence/minimum limits \$500,000.00***
[depending on building value].

CONTRACTS OVER \$1,000,000:

General contracts - each occurrence/ minimum limits \$1,000,000.00,

New construction/renovations - each occurrence/minimum limits \$1,000,000.00***
[depending on building value].

*** WHILE THE MINIMUM COMBINED SINGLE LIMITS OF \$500,000 IS REQUIRED FOR ALL RENOVATION, THE VALUE OF THE BUILDING SHALL BE MULTIPLIED BY 10% AND THE INSURANCE REQUIREMENTS WILL BE INCREASED AT \$1,000,000 INTERVALS AND ROUNDED TO THE NEAREST MILLION.

EXAMPLE: RENOVATIONS ON A THIRTY-THREE MILLION DOLLAR BUILDING WOULD REQUIRE THREE MILLION DOLLARS, [\$3,000,000] MINIMUM COMBINED SINGLE LIMITS OF COVERAGE

The CONTRACTOR shall take out and maintain a policy of Umbrella Liability Coverage in excess of the primary insurance afforded above and including all operations of the CONTRACTOR, with minimum limits of \$1,000,000.00.

3. The CONTRACTOR shall take out and maintain during the life of this contract Business Automobile Liability Insurance with a Combined Single Limit of \$1,000,000 per Occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverage:

- 1) Any automobiles;
- 2) Owned automobiles;
- 3) Hired automobiles;
- 4) Non-owned automobiles.

4. OWNER's Protective Liability.

The CONTRACTOR shall take out and maintain a policy of OWNER's Protective Liability for the same limits of liability for bodily injury and property damage liability and conditions as provided hereinabove under "Comprehensive General Liability Insurance".

The cost of this coverage is at the CONTRACTOR's expense.

5. Builder's Risk Insurance

The CONTRACTOR shall take out and maintain Builder's Risk Insurance at his expense, to insure both the OWNER and CONTRACTOR as their interest may appear. These policies must cover for such amount of the work as is determined by the ENGINEER and/or Architect and shall be the all-risk type of coverage. Although the insurance takes account of payments during the course of the construction from the OWNER to the CONTRACTOR, it is understood that the work shall be at the risk of the CONTRACTOR until finally accepted by the OWNER as a whole pursuant to the provisions of the General Conditions. Except as otherwise provided by law, the Parish Attorney's Office with the concurrence of the Director of Risk Management is authorized to omit in whole or part the insurance requirements of this section in connection with such contracts.

6. Miscellaneous

(a) If at any time any of the said policies shall be or becomes unsatisfactory to the OWNER as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to the OWNER, the CONTRACTOR/Subcontractors shall promptly obtain a new policy, submit the same to the OWNER for approval and submit a certificate thereof as provided above.

Upon failure of a CONTRACTOR/Subcontractor to furnish to deliver and maintain such insurance as above provide this Contract, at the election of the OWNER, may be forthwith declared suspended, discontinued or terminated. Failure of the CONTRACTOR/Subcontractor to take out and/or to maintain insurance shall not relieve the CONTRACTOR/Subcontractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the CONTRACTOR/Subcontractor concerning indemnification.

(b) WAIVER. Except as otherwise provided by law, the coverage requirements of this section may be waived in whole or part on contracts under \$100,000.00 and the Chairman of the Council is authorized to use his discretion in regard to insurance requirements for such contracts. Except as otherwise provided by law, the Parish Attorney's Office with the concurrence of the Director of Risk Management is authorized to omit in whole or part the insurance requirements of this section in connection with such contracts.

E. The policies of insurance so required by paragraph 6.03 to be purchased and maintained by CONTRACTOR shall indicate the project number, proposal number, and OWNER's address as identified in the Agreement and shall also include the following clauses:

1. The CONTRACTOR/Sub-contractor insurers will have no right of recovery or subrogation against the OWNER, it being the intention of the parties that the insurance policy so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.

2. The OWNER shall be named as additional insured as regards to negligence by the CONTRACTOR [ISO Forms CG 20 10 (Form B) or latest applicable ISO form], or equivalent.

3. The insurance companies issuing the policy or policies shall have no recourse against the OWNER for payment of any premiums or for assessments under any form of policy.

4. Any and all deductibles in the insurance policies shall be assumed by and be for the amount of \$10,000.00 unless increased as set forth in section 5.04 C6(a) and at the sole risk of the CONTRACTOR/Sub-contractor.

5. Any and all communications regarding the insurance shall include the Project name, Project number, proposal number, and OWNER's address, as identified in the Agreement.

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall is not required to purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). ~~The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.~~

Except as otherwise provided by law, the Parish Attorney's Office with the concurrence of the Director of Risk Management is authorized to omit in whole or part the insurance requirements of this section in connection with such contracts.

B. *Property Insurance for Facilities of Owner Where Work Will Occur:* ~~Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.~~

Owner shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 6.04 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified herein or in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

~~C. *Property Insurance for Substantially Complete Facilities:* Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.~~

~~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 advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.~~

~~E. *D. Insurance of Other Property; Additional Insurance:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. 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 6.04, it may do so at Contractor's expense.~~

6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer 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.

~~1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, 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 individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater 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.~~

~~2. None of the above waivers extends 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. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, 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, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

~~1. 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 all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.~~

- ~~C. The waivers in this Paragraph 6.05 include the waiver of rights 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 insured peril, risk, or cause of loss.~~

D. Contractor shall be responsible for assuring that each Subcontract 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 fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 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 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may

reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR’S RESPONSIBILITIES

7.01 Contractor’s Means and Methods of Construction

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor’s responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor’s expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor’s determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 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.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

For purposes of giving or receiving notice, directives, Change Orders, or any other information from Engineer or Owner to Contractor, the Contractor shall designate one person as Project Manager to receive such notice directives, Change Orders, or other information. If the person so identified by Contractor is not present on the job Site during normal working hours for any consecutive 48 hour period, the Contractor shall in writing, addressed to Engineer and Owner identify the individual who is acting as Project Manager. Contractor may designate the resident superintendent as the Project Manager.

7.03 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 maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor’s employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor’s own acts and omissions.

- C. 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 will be performed during regular working hours, Monday through Friday. Contractor will not permit overtime work or 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. For purposes of the foregoing sentence and this Contract "regular working hours" shall mean between 7:00 a.m. and 6:00 p.m. Emergency work may be performed without prior permission. Contractor shall establish a normal work schedule which does not exceed 40 hours per week. Overtime shall be scheduled only after Contractor obtains written permission from Owner.

7.04 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 must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will 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 must 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.
- D. The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to equipment, machinery, materials and labor used and incorporated in the Work and Contractor further agrees to perform the Work in such a manner to preserve any and all manufacturer's warranties.

7.05 "Or Equals"

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, 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 equipment or material, or items from other proposed Suppliers, under the circumstances described below.
1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For

the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

- a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) 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) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
 - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item 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 will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria:* Unless the specification or description of an item of equipment or material 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 equipment or material under the circumstances described below. To the extent possible such requests must 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 equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.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 equipment or material that Contractor seeks to furnish or use. The application:
 - a. will 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 the item specified; and
 - 3) be suited to the same use as the item 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 the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers 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 or Supplier 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 5 days.~~
- E. Owner may require the replacement of any Subcontractor or Supplier. 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 or Suppliers 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 or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, 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 or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. At the request of Owner, 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.

Contractor shall be fully responsible to Owner 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. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of Owner to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *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 an 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 will be disclosed 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~~

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~~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.~~

- 6 B. 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.

7.09 Permits

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. 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.

7.10 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. Parish may designate Contractor as its agent for the purpose of making sales tax exempt purchases on behalf of Jefferson Parish; such project shall be designated sales tax exempt in a Resolution adopted by the Jefferson Parish Council.
- B. Owner is exempt from payment of sales and compensating use taxes of the State of Louisiana and of cities and counties thereof on all materials to be incorporated into the Work when a Project is designated as tax exempt by the Jefferson Parish Council.
1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
 2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

7.11 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. 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 is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

- C. Owner or Contractor may give written 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 written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

D. Pursuant to La. R.S. 38:2196, with respect to public contracts involving the state or a political subdivision of the state, when the Work is to be done in this state (Louisiana), or the services are to be provided or the materials are to be supplied in this state, provisions in such agreements requiring disputes arising thereunder to be resolved in a forum outside of this state or requiring their interpretation to be governed by the laws of another jurisdiction are inequitable and against the public policy of this state.

7.12 *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.

7.13 *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.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. 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.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.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).
 - E. 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.
 - F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that 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.
 - G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. ~~Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.~~
 - H. 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.
 - I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
 - J. Contractor's duties and responsibilities for safety and protection will 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.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as 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 damage, injury, or loss. Contractor shall give Engineer ~~prompt written~~ notice immediately but in no event more than 24 hours after the alleged emergency if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) 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
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must 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 Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

- a. Contractor shall submit the number of copies required in the Specifications.

- b. Data shown on the Shop Drawings must 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.C.

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.C.
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. *Engineer's Review of Shop Drawings and Samples*

- 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. 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, comply with the requirements of 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 will 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 or other appropriate Contract modification.
- 5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 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, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
- 7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will 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.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

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

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.

- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

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 is entitled to rely on Contractor's warranty and guarantee.

- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, 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.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 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. The end of the correction period established in Paragraph 15.08;
 - 8. Any inspection, test, or approval by others; or
 - 9. Any correction of defective Work by Owner.
- E. 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 will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify, defend, and hold harmless Owner ~~and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them (collectively the "Indemnitees")~~, from any and all losses, damages, costs, and judgments

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(including, but not limited to, all reasonable fees and charges of engineers, architects, attorneys, and other professionals, ~~and~~ all court or arbitration or other dispute resolution costs, and all reasonable fees and charges incurred in establishing the right to indemnity pursuant to the provisions in this section) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage 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 or intentional 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.

Pursuant to La. R.S. 9:2780.1 and Article 6.02 of the General Conditions, Contractor acknowledges that Contractor is required to obtain insurance for the purpose of insuring its obligation to indemnify, defend, and hold harmless the Indemnitees as described above, and Contractor acknowledges that Contractor has recovered the cost of such insurance in the Contract Price.

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 will 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.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

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 third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. 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.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, 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.

- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 Coordination

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

8.03 Legal Relationships

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, 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. 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 will 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, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will 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 or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- 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.
 - 1. 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 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 8.03.B.

2. 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 Contractor.
- C. 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 or 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~~ a dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner ~~and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them~~ from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer ~~provided Contractor makes no reasonable objection to the replacement engineer~~. The replacement engineer's status under the Contract Documents will 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.~~

9.06 *Change Orders*

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

9.07 *Inspections, Tests, and Approvals*

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

9.08 *Limitations on Owner's Responsibilities*

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

9.09 *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 (including obligations under proposed changes in the Work).~~

9.10 *NEW: Safety Programs*

- A. NEW: 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.

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.
- B. Engineer shall identify a specific individual to serve as liaison between Owner and Contractor and between Engineer and Contractor. Engineer will notify Owner and Contractor of the name of an acting replacement as Engineer representative whenever the person so designated is not available. Whenever the Contractor or Owner requires information, direction, or assistance, the Contractor or Owner shall notify the individual designated by Engineer.

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 10.07. 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 Resident Project Representative

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 Engineer's Authority

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 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.

10.06 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.

10.07 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, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under 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 10.07 also apply to the Resident Project Representative, if any.
- F. The duties, responsibilities, and limitations of authority of the Resident Project Representative are as further defined in the Supplementary Conditions and Exhibit A, which is attached thereto and incorporated therein by reference.

10.08 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 of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 Amending and Supplementing the Contract

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that 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, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in 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 11.05, (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 that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- ~~B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.~~

11.03 *Work Change Directives*

- A. 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 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. 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.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *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. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work 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 must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates 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.

11.06 *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.C.2.

11.07 *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 must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12. No course of conduct or dealings between the parties, no express or implied acceptance of alterations or additions to the Work, and no claim that the OWNER has been unjustly enriched by any alterations or additions to the Work shall be the basis of any claim for an increase in any amount due under the Contract Documents
- 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);
 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 11.07.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 a~~ "Force Account" basis, ~~of~~ comprised by 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 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will 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 will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 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 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.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 5 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 will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will 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 of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to

each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *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 must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12. No course of conduct or dealings between the parties, no express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alterations or additions to the Work shall be the basis of any claim for a change in any time period provided for in the Contract Documents.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.
- C. All time limits stated in the Contract Documents are of the essence of the Agreement. The Contractor acknowledges and understands that failure by the Contractor will cause significant damage to the Owner both in direct damages as well as delay damages, including but not limited to the damages specified in the Agreement as actual damages and as liquidated damages.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.
- B. *Change Proposal Procedures*
 - 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
 - 2. *Supporting Data:* 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.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must 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.

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
5. *Binding Decision:* Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *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 in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion:* Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *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 are subject 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;

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; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- 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 rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, 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 will 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 will 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 will 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 will 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 will 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 will 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 will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
2. When needed 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 will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will 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 in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, 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, will be included in the above to the extent authorized by Owner.~~

For labor and working foremen in direct charge of operations, the Contractor shall receive the wage rates agreed on in writing before beginning work for each hour that said labor and foremen are engaged in such work. Jobsite and home office supervisory personnel shall not be included as direct labor. The Contractor shall receive the actual costs paid to, or in behalf of, workers for subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits when such amounts are required by collective bargaining agreement or other employment contract applicable to the classes of labor employed on the Work, but limited to a maximum daily rate for subsistence and travel allowances. This maximum shall be agreed upon prior to the Contractor incurring such charges.

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

For materials accepted by the Engineer and used, the Contractor shall receive the actual cost of such materials delivered to the Work, including transportation charges and sales taxes if applicable.

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, which 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 will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.~~

For Change Order work performed by an approved Subcontractor, the Subcontractor shall receive the Subcontractor's actual and reasonable allowable direct cost of such Work plus a 15 percent mark-up for the Subcontractor's indirect jobsite and home office overhead expenses and profit. In addition, the Contractor will be paid a 10 percent mark-up on the Subcontractor's total direct and indirect costs, and profit for general supervision and sequencing of the Change Order work.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work, but only to the extent approved in writing by Owner.
5. Other costs consisting of 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, 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.
 - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
 - c. *Construction Equipment Rental*
 - ~~1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction~~

~~equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.~~

- ~~2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.~~
- ~~3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.~~

For authorized machinery or special equipment, the Contractor shall receive the rental rates agreed on in writing before such work is begun. For equipment rented from independent outside sources, the Contractor will be reimbursed the reasonable actual cost as shown on paid rental invoices. For company owned equipment, the Contractor will be reimbursed his internal cost recovery equipment charge rate consistent with his original bid cost estimates. If the Contractor chooses to use a rental rate guide book instead of his internal cost recovery rates to establish rental rates for company owned equipment, costs for equipment and will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. In addition, no 15 percent mark-up on equipment direct cost for jobsite and home office overhead expenses and profit will be allowed if the Contractor chooses to use rental rate guide book prices instead of his internal cost recovery rates.

- 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 builder's risk or other property insurance established in accordance with Paragraph 6.04)~~, 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 include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will 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.~~

For property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions, social security taxes, and bond costs on Force Account work, the Contractor shall receive the actual cost thereof. The Contractor shall furnish satisfactory evidence of the rates paid for such bond, insurance and tax.

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

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
2. The cost of purchasing, renting, or furnishing small tools and hand tools.
3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
6. Expenses incurred in preparing and advancing Claims.
7. 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*

- ~~1. When the Work as a whole is performed on the basis of cost plus a fee, then:~~
 - ~~a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.~~
 - ~~b. for any Work covered by a Change Order, Change Proposal, Claim, set off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:~~
 - ~~1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.~~

~~2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.~~

~~2~~ 1. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

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 for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance:* Contractor agrees that an Owner's 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 for Work covered by allowances, and the Contract Price will 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, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

~~1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:~~

~~a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and~~

~~b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.~~

~~2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.~~

~~3. Adjusted unit prices will apply to all units of that item.~~

1. Pursuant to La. R.S. 38:2212, where certain unit prices are contained in the initial Contract, no deviations shall be allowed in computing negotiated Change Order costs, thus adjustments in unit price are not permitted. To the extent the statute is found to be non-applicable, then the provisions set forth in paragraph 13.03(E)(2) will apply when the stated conditions exist.

2. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

a. if the total cost of a particular item of Unit Price Work amounts to ten (10) percent or more of the Contract Price and the variation in the quantity twenty-five (25) percent from the estimated quantity of such item indicated in the Agreement; and

b. if there is no corresponding adjustment with respect to any other item of Work; and

c. if Contractor believes that Contractor has incurred additional expense as a result thereof; or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, either Owner or Contractor may make a claim for an adjustment in the Contract Price in accordance with Article 12 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

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 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 with such procedures and programs 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 will 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 will 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 will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written 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 will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction unless Contractor fails to provide written notice as required by paragraph 14.02F. 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 will 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 defective Work as required by Engineer, then Owner may, after 7 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 (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against

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Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

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

15.01 *Progress Payments*

- A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for 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.
 2. 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 must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) 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.
 3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
 5. Contractor shall also comply with the following specific requirements:
 - a. The aggregate cost of materials stored offsite shall not at any time, without written approval of Owner, exceed the amount identified in the Supplementary Conditions.

- b. Title to such materials shall be vested in Owner, as evidenced by documentation satisfactory in form and substance to Owner, including, without limitation, recorded financing statements, UCC filings, and UCC searches.
- c. With each application for payment, the Contractor shall submit to Owner a written list identifying each location where materials are stored off the Project Site and the value of materials at each location. Contractor shall procure insurance satisfactory to Owner for materials stored off the Project Site in an amount not less than the total value thereof.
- d. The consent of any Surety shall be obtained to the extent required prior to payment for any materials stored off the Project Site.
- e. Representatives of Owner shall have the right to make inspections of the storage areas at any time.
- f. Such materials shall be (1) protected from diversion, destruction, theft and damage to the satisfaction of Owner; (2) specifically marked for use on the Project; and (3) segregated from other materials at the storage facility.

C. *Review of Applications*

- 1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
- 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
- 3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

- b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; 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;
 - 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;
 - f. Engineer has knowledge that Contractor has failed to pay Subcontractors or Suppliers or for labor;
 - g. Contractor has failed to make submittals in accordance with the accepted schedules or otherwise failed to comply with paragraph 2.07; or
 - h. Contractor owes or may owe Owner liquidated damages, actual damages, or both, in accordance with the provisions in the Agreement regarding delay in completion of the Work within the Contract Times.

D. Payment Becomes Due

1. ~~Ten~~ **Thirty (30)** 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 based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. Other items entitle Owner to a set-off against the amount recommended;
 - m. Owner has actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.01.C.6.f through 15.01.C.6.h or 16.02.A; or
 - n. Punch lists generated during a construction project shall include the cost estimates for the particular items of work the design professional has developed based on the mobilization, labor, materials and equipment costs of correcting each punch list item. The Owner shall withhold from payment the value of the punch list as per La. R.S. 38:2248 B.
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 will 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 will be treated as an amount due as determined by Paragraph 15.01.D.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 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will 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, along with cost estimates as required by law. Owner shall have 7 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, including cost estimates, 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.
- G. Upon issuance of the final Certificate of Substantial Completion as set forth in Paragraph 15.03.C, Owner, through its governing authority, shall adopt a resolution accepting the work as substantially complete and directing Contractor to record such acceptance with the Clerk of Court and Ex-Officio Recorder of Mortgages as provided in La R.S. 38:2241.1(C). Contractor may also apply at the appropriate time for payment of retainage following the procedure for progress payments. In accordance with the Public Contract Law, Owner shall withhold from any payment made, an amount equal to the value established by Engineer of the cost of the incomplete items contained on the punch list of items to be completed or corrected that was prepared by Engineer in accordance with Paragraph 15.03.C, and an amount to cover the cost of any known claims of materialmen, laborers, suppliers or subcontractors, and any other amounts which Owner is permitted to deduct by law or pursuant to any provisions of the Contract Documents.

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 15.03.E for that part of the Work.
 - 2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.
5. Owner may at any time request Contractor in writing to permit Owner to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer and within a reasonable time thereafter Owner, Contractor and Engineer shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If Contractor does not object in writing to Owner and Engineer that such part of the Work is not ready for separate operation by Owner, Engineer will finalize the list of items to be completed or corrected and will deliver such lists to Owner and Contractor together with a written recommendation as to the division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon Owner and Contractor at the time when Owner takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial Completion of such part of the Work, Owner shall allow Contractor reasonable access to complete or correct items on said list and to complete other related Work.

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 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must 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 duly pending Change Proposals and Claims; 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 Final Application and Recommendation of Payment:* 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 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will 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. 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. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *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 and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* ~~Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.~~
 - 1. After the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer will become due and, when due, will be paid by Owner to Contractor in accordance with the Louisiana Public Contract Statute.

2. Following acceptance of the Work by Owner, Contractor shall file the acceptance with the Clerk of Court and Ex-Officio Recorder of Mortgages.

3. Release and payment of Retainage, or balance due, will become due and will be paid by Owner to Contractor thirty days after receipt of Application for Retainage Payment (which must include a clear lien and privilege certificate secured from the Clerk of Court and Ex-Officio Recorder of Mortgages dated no less than forty-five (45) days after the filing of the acceptance and other documentation as required by the Contract Documents), and recommendation of payment by Engineer.

15.07 Waiver of Claims

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- 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 as a Claim, or appealed under the provisions of Article 17.

15.08 Correction Period

- A. The parties agree that: (a) any and all defects discovered in the Work within one year ~~the first three (3) years~~ after the issuance of the certificate of substantial completion are not due to the fault, negligence, and/or lack of maintenance by Owner; (b) any and all such defects in the Work are presumed to be due to the fault, negligence and/or unworkmanlike performance by Contractor; and (c) Contractor shall bear the burden of proof that any such defects are due to the fault, negligence, breach of the standard of care, and/or unworkmanlike performance by any person(s) or entity(ies) other than Contractor. If within one year ~~three (3) years~~ after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect 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 adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, 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 from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

- C. If, after receipt of a notice of defect within 60 days and within the correction period, 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 costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court 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). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service for the benefit of Owner 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.
- E. 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.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to 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 directly attributable to any such suspension. Any Change Proposal seeking such adjustments must 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) 10 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) written 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 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.
- H. The costs incurred by Owner due to Contractor's default, including attorney's fees, or for completing the Work under the Contract, will be deducted from any monies due or which may become due the Contractor. When this expense exceeds the sum which would have been payable under the Contract, the Contractor and surety shall be liable and shall pay Owner the amount of such excess.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 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 for any loss of anticipated profits or revenue, post-termination overhead costs, 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 7 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, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—INTENTIONALLY OMITTED

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

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~~ the date of the act, event, or default after which the period begins to run is not included. The last day of the period is to be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is not a legal holiday.

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 and, in particular but without limitation, the warranties, guarantees, and obligations imposed upon Contractor hereunder and all of the rights and remedies available to Owner and Engineer thereunder are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

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

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will 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 of the Contract or of the services of Contractor.
- B. Nothing herein, in the Agreement, or any of the other Contract Documents shall be construed as a waiver, modification, or alteration of the CONTRACTOR's or its surety's obligations under La. R.S. 38:2189. Nothing in this paragraph or any other provision in the General Conditions or other Contract Documents concerning any specific time periods shall establish a period of limitation with respect to any other obligation which CONTRACTOR has under the Contract Documents. The establishment of time periods relates only to the specific obligations of CONTRACTOR to correct the Work, and has no relationship to the time within which CONTRACTOR's obligations under the Contract Documents may be sought to be enforced, nor

to the time within which the proceedings may be commenced to establish CONTRACTOR's liability with respect to CONTRACTOR's obligations other than specifically to correct the Work.

18.07 *Controlling Law*

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

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party 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.

18.09 *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.

18.10 *Headings*

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

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), as edited for Jefferson Parish. The General Conditions remain in full force and effect except as amended.

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.

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. *Weather-Related Delays*

- a. The Contractor acknowledges and agrees that weather conditions shall not be an automatic cause for time extension. The Contract Times specified in the Bidding Documents and Contract Documents include an allowance as stated in those documents for inclement weather. In order to document and claim days lost to inclement weather conditions, the Contractor shall, on a semi-monthly basis, submit a report to the Engineer, stating the time lost to inclement weather, within seven (7) days of the end of the report period. The Engineer will review the report for submittal to the Owner within seven days of receipt of the report and make recommendations for either acceptance or rejection of each claimed time period lost to inclement weather. The Owner will then instruct the Engineer to approve or reject the report. There shall be no additional compensation due the Contractor for inclement weather days allowed hereunder.
- b. The report for lost days due to inclement weather shall account for all days during the reporting period, including weekends and holidays. Claims for lost days on either weekends or holidays will not be considered unless the Contractor can show that the inclement weather affected work production on the following workday. The reporting periods shall be from the first day of the month through and including the last day of the month. Lost time accounting shall be in one-half day increments.
- c. Lost time shall be considered only if the weather occurrence is in excess of the normal weather patterns as established by the nearest office of the National Weather Service, U.S. Department of Commerce. When the Contract utilizes critical path method scheduling (C.P.M.), the Engineer will determine if the days lost due to weather conditions actually affected the critical path activities. If weather conditions did not affect the progress of the critical path activities, no time extension will be granted.

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.E:

- F. Unless otherwise provided by Contractor in accordance with the Special Provisions section as included in the Specifications, the following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely: [If there are no such reports, so indicate in the table.]

Report Title	Date of Report	Technical Data
		[Identify Technical Data]

- G. Unless otherwise provided by Contractor in accordance with the Special Provisions section as included in the Specifications, the following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely: [If there are no such drawings, so indicate in the table.]

Drawings Title	Date of Drawings	Technical Data
		[Identify Technical Data]

- H. Contractor may examine copies of reports and drawings identified in SC-5.03.F and SC-5.03.G that were not included with the Bidding Documents at [location] during regular business hours, or may request copies from Engineer. These reports and drawing are not part of the Contract Documents, but the Technical Data contained therein upon which Contractor is entitled to rely as identified and established above are incorporated therein by reference. Contractor is not entitled to rely upon other information and data utilized in the preparation of the Drawings and Specifications.

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. Unless otherwise provided by Contractor in accordance with the Special Provisions section as included in the Specifications, the following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely: [If there are no such reports, so indicate in the table]

Report Title	Date of Report	Technical Data
		[Identify Technical Data]

5. Unless otherwise provided by Contractor in accordance with the Special Provisions section as included in the Specifications, the following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely: [If there are no such drawings, so indicate in the table]

Drawings Title	Date of Drawings	Technical Data
		[Identify Technical Data]

SC-10.03 See Exhibit A.

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of the Equipment Rental Rate book.

SC-15.01.B.5

Pursuant to the reference in paragraph 15.01.B.5.a of the Standard General Conditions, the aggregate cost of materials stored offsite shall not at any time exceed \$ 250,000.00, without the written approval of the Owner.

SC-19. Non-Work Days: Non-work days shall be defined as days in which the Contractor worked less than four (4) hours due to inclement weather conditions.

SC-20 Removal and Disposal of Structures and Obstructions

A. General

The Contractor shall remove any existing structure or part of structure, fence, building, or other encumbrances or obstructions that interfere in any way with the new construction. Compensation for the removal of any structure not listed as a pay item in the Proposal and with a Contract Bid Price shall be included in the Contract unit prices bid for the pay items of the Work.

B. Privately and Publicly Owned Materials

If called for in the Special Conditions, all privately and publicly owned materials in structures removed shall be salvaged without damage and shall be piled neatly and in an acceptable manner upon the premises if it belongs to an abutting property owner, otherwise at accessible points along the improvements. Material in structures which is property of the Owner or property of any public body, private body, or individual which is fit for use elsewhere, shall remain property of the original owner. It shall be carefully

removed without damage, in sections, which may be readily transported, and shall be piled neatly in an accessible point by the Contractor. When materials of Owner, State, Municipality, or Parish are stored on or beyond the right of way, the Contractor will be held responsible for their care and preservation for a period of ten (10) days following the day the last or final portion of the materials stored at a particular location are placed thereon. When privately owned materials are stored beyond the right of way, the Contractor will be held responsible for their care and preservation for a period of ten (10) days (computed as set forth above); provided, however, that as of the day the ten (10) days responsibility period for care and preservation of the materials begins, the Contractor must furnish the Engineer with evidence satisfactory to the latter that the proper owner of the materials has been duly notified by the Contractor that the said owner must assume responsibility for his materials on the date following the Contractor's ten (10) day responsibility.

SC-21 Public Convenience and Safety

A. Care of Traffic

No road shall be closed by the Contractor to the public except by written permission of the Engineer and/or Architect, and except while so closed, the Contractor shall maintain traffic over, through, or around the work included in his Contract, with the maximum practical convenience, for the full twenty-four hours of each day of the Contract, whether or not work has ceased temporarily. The Contractor shall notify the Engineer at the earliest possible date after the Contract has been executed, and in any case before the starting of any construction that might in any way inconvenience or endanger traffic, so that the necessary arrangements may be determined.

B. General Public

The convenience of the general public and of residents along the Work shall be provided for in a reasonable adequate and satisfactory manner. Where existing roads are not available for use as detours, unless otherwise provided, all traffic shall be permitted to pass through the Work. In such cases the vehicles of the traveling public shall have precedence over Contractor's vehicles to the end that the traveling public's vehicles shall not be unduly delayed for the convenience of the Contractor. In order that all unnecessary delay to the traveling public may be avoided, where ordered by the Engineer, the Contractor shall provide and station competent flagmen whose sole duties shall consist of directing and controlling the movement of public traffic either through or around the Work.

C. Temporary Roads, Driveways, etc.

The Contractor shall provide and maintain, in a manner approved and deemed practicable by the Engineer, such temporary roads as may be necessary to provide convenient access to driveways, houses, buildings, or other property abutting the work. Where temporary bridges are necessary for traffic and pedestrians, these bridges shall be constructed at the expense of the Contractor as directed by the Engineer.

D. Arranging the Work

The Contractor shall arrange his work so that no undue or prolonged blocking of business establishments will occur.

E. Storage of Materials

Materials and equipment stored on the right of way or Project Site shall be so placed and the Work at all times shall be so conducted as to insure minimum danger and obstruction to the traveling public.

F. Control During Work

During grading operations where traffic is being permitted to pass through construction, the Contractor shall provide a smooth, even surface that will provide a satisfactory passageway for use of traffic. The roadbed shall be sprinkled with water if necessary to prevent a dust nuisance, provided the dust nuisance is a result of the Work.

G. Fire Protection

Fire hydrants shall be accessible at all times to the Fire Department. No material or other obstructions shall be placed closer to a fire hydrant than permitted by ordinances, rules, or regulations or within fifteen (15') feet of a fire hydrant, in the absence of such ordinances, rules, or regulations.

SC-22 Structures at Railroad Crossings

A. Notification

No Work of any character shall be commenced on railroad right of way until the Railroad Company has issued a permit to the Owner and has been duly notified by the Contractor in writing (with a copy forwarded to the Engineer) of the date he proposes to begin work, and until an authorized representative of the Railroad Company is present, unless the Railroad Company waives such requirement.

B. Inspection by Railroad Company

All Work performed by the Contractor within the right of way limits of the railroad shall be subject to the inspection and approval of the chief engineer of the Railroad Company, or his authorized representative and any precautions considered necessary by said chief engineer to safeguard the property, equipment, employees, and passengers of the Railroad Company shall be taken by the Contractor without extra compensation.

C. Cooperation with Railroad Company

The Contractor shall, without extra compensation, take such precautions and erect and maintain such telltale or warning devices as the Railroad Company considers necessary to safeguard the operation of its trains. The temporary vertical and horizontal clearances

specified by the chief engineer of the Railroad Company in approving these shall be maintained at all times. No steel, brick, pipe, or any other loose material shall be left on the ground in the immediate vicinity of the railway tracks.

D. Insurance

Before any Work is done within Railroad right of way, the Contractor shall provide and pay all costs of any special insurance requirements of the Railroad.

SC-23 Protection and Restoration of Property and Landscape

A. Contractor's Responsibility

The Contractor shall not enter upon private property for any purpose without first obtaining permission from the owners and lessees. The Contractor shall use every precaution necessary for the preservation of all public and private property, monuments, highway signs, telephone lines, other utilities, etc., along and adjacent to the Work; shall use every precaution necessary to prevent damage to pipes, conduits, and other underground structures; and shall protect carefully from disturbance or damage all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed. The street and highway signs and markers that are to be affected by the Work shall be carefully removed when the Work begins and stored in a manner to keep them clean and dry. The Contractor must obtain all necessary information in regard to existing utilities, and shall give notice in writing to the owners or the proper authorities in charge of streets, gas, water, pipes, electric, sewers, and other underground structures, including conduits, railways, poles and pole lines, manholes, catch basins, fixtures, appurtenances, and all other property that may be affected by the Contractor's operations, at least forty-eight (48) hours before his operations will affect such property. The Contractor shall not hinder or interfere with any person in the protection of such work or with the operation of utilities, at any time. When property or the operation of railways, telephone lines, telegraph lines, or other public utilities are endangered, the Contractor shall, at his own expense, maintain flagmen or watchmen and any other necessary precautions to avoid interruption of service or damage to life or property, and he shall promptly repair, restore, or make good any injury or damage caused by his negligent operations in an acceptable manner. The Contractor must also obtain all necessary information in regard to the installation of new cables, conduits, and transformers, and make proper provision and give proper notifications, so that these can be installed at the proper time without delay to the Contractor or unnecessary inconvenience to the Owner.

B. Undercutting Buildings

Where provided in Special Conditions, when the work involves the undercutting of any buildings along the Work, the Contractor must give property owners and lessees due and sufficient notice of the undercutting and the Contractor shall adequately support such buildings. The Contractor and his Surety shall hold the Owner and their representatives harmless from any damages resulting from undercutting any such buildings.

C. Trees, Shrubs, Plants, or Grass

The Contractor shall not remove, injure, cut, or destroy trees, shrubs, plants, or grass that are to remain in the streets or those which are privately owned, without proper authority. Unless otherwise provided in the Special Provisions or the Proposal, the Contractor shall replace and replant all plants, shrubs, and grass and restore the grounds back to its original good condition to the satisfaction of the Owner and property owner. The Contractor shall assume the responsibility of replanting and guarantees that plants, shrubs, and grass will be watered, fertilized, and cultivated until they are in a growing condition. No direct payment will be made for removing and replanting of trees, shrubs, plants, or grass unless such items are set forth in the Proposal.

D. Reparation

When or where any direct damage or injury is done to public or private property by or on account of any negligent act, omission, neglect, or otherwise of the Contractor, he shall make good such damage or injury in an acceptable manner. In case of failure on the part of the Contractor to restore such property or make good such damage, the Owner may upon forty-eight (48) hours' notice proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due under the Contract. The Contractor shall indemnify and save harmless the Owner, or the Design Professional acting in behalf of the Owner, from all suits and actions that may be brought against it by reason of any injury, or alleged injury, to the person or property of another resulting from negligence or carelessness in the execution of the Work, or on account of any negligent act or omission, or from improper methods or means of construction on the part of the Contractor, his representatives, or employees. The Contractor shall have the sole responsibility of determining the best and proper method or means of construction and the Owner, or the Design Professional acting on behalf of the Owner, shall not be held responsible for determining or suggesting a method or means of construction, except as expressly indicated in the Contract Documents

SC-24 Barricades, Danger, Warning, and Detour Signs

A. General

The Contractor shall, without extra compensation, provide, erect, paint, and maintain all necessary barricades. Also without extra compensation, the Contractor shall provide suitable and sufficient lights, torches, reflectors, or other danger signals and signs, provide a sufficient number of watchmen and flagmen, and take all necessary precautions for the protection of the Work and safety of the public.

B. Warning Signs, Painting, Illumination

The Contractor shall erect warning signs beyond the limits of the Project, sufficiently in advance of any place on the Project where operations interfere with the use of the road by traffic, including all intermediate points where the new Work crosses or coincides with the existing road. Barricades shall be kept well painted and suitable warning signs shall

be placed thereon. All barricades and obstructions shall be illuminated at night and all lights or devices for this purpose shall be kept burning from sunset to sunrise.

C. Hazards and Compensation

Whenever traffic is maintained through or over any part of the project, the CONTRACTOR shall clearly mark all traffic hazards. No direct payment will be made for barricades, signs, and illumination therefor, or for watchmen or flagmen.

SC-25 Affidavit Attesting That Public Contract Not Secured Through Employment or Payment of Solicitor (LSA R.S. 38:2224): The Contractor warrants that (1) he has not employed or retained any person, corporation, firm, association, company or other organization, either directly or indirectly, to secure this Contract, other than persons regularly employed by the Contractor and whose services were in the regular course of their duties for the Contractor and (2) that no part of the Contract Price received by Contractor was paid or will be paid to any person, corporation, firm, association, company or other organization, either directly or indirectly any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract or to solicit or secure this Contract, other than the payment of their normal compensation to persons regularly employed by the Contractor whose services in connection with this Contract were in the regular course of their duties for Contractor. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability.

SC-26 Historical or Archaeological Deposits: If, during the course of construction, evidence of deposits of historical or archaeological interest is found, Contractor shall cease operations affecting the find and shall notify Owner, who shall notify the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until Contractor has been notified by Owner that he may proceed. Owner will issue a notice to proceed only after the state official has surveyed the find and made a determination to the Owner. Compensation to Contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or Change Order provisions of the Contract Documents.

SC-27 Additional Liquidated Damages: Contractor shall owe the amounts set forth in ARTICLE VII of the Agreement for each of the following items:

- (1) Extended architectural and/or engineering fees;
- (2) Extended Resident Project Representative fees;
- (3) Extended construction management fees;
- (4) Extended Owner's overhead and personnel expenses; and
- (5) Owner's other costs directly related to the delay in completion beyond the Contract Times.

SC-28 Removal/Relocation of Trees on Public Property: The Director of the Jefferson Parish Parkways Department shall be contacted and advised of trees that are on public property prior to the removal/relocation of such trees by the Contractor. Furthermore, the Department of Parkways shall be given a reasonable period of time to respond and when necessary remove the trees.

SC-29 Road Closure: In the event that it becomes necessary to close any roadway or partially close any major road due to scheduled construction work being performed by Contractor the public must be notified and made aware of the closure in a timely manner. In order to utilize both the print and electronic media to disseminate this information to the public, the Jefferson Parish Public Information Office must receive pertinent information from the Contractors concerning the closure. Notice of a road closure or partial road closure of a major road must be sent to Jefferson Parish in care of its Public Information Officer, 1221 Elmwood Park Blvd., Suite 1002, Jefferson, Louisiana 70123. THAT NOTIFICATION MUST CONTAIN THE FOLLOWING INFORMATION AND MUST BE RECEIVED BY THE PUBLIC INFORMATION OFFICE AT LEAST 10 DAYS PRIOR TO THE SCHEDULED CLOSURE:

- (a) Name of the Contractor, engineer, etc., involved in the work/project who is responsible for the action.
- (b) A brief description of the project (Example: "...drain line installation," "...to remove and replace concrete slabs," etc.)
- (c) The date and time the action will take place and when re-opening is scheduled. (Example: "...will be closed from 6 a.m. on Friday, July 23, 1999 to 8 p.m. on Monday, July 26, 1999.")
- (d) The exact location of action. (Example: "...closed on David Drive from W. Napoleon Avenue to Veterans Memorial Boulevard," or "...the 900 block of David Drive")
- (e) Define the action that will be taken. (Example: eastbound, westbound, inside or outside lanes or both, etc.)
- (f) If the roadway will be closed completely to traffic and a detour will be in effect, a map illustrating the detour route must accompany the information.
- (g) Contact person for additional information.

EXHIBIT A
TO SUPPLEMENTARY CONDITIONS
OF THE CONSTRUCTION CONTRACT

**Duties, Responsibilities and Limitations of
Authority of Resident Project Representative**

The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer. The RPR will:

1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
3. *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 Contractor's proper execution of the Work.
4. *Review of Work; Defective Work*
 - a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Observe whether any Work in place appears to be defective.
 - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.

- d. Report to Engineer whenever RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice 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 Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
5. *Inspections and Tests*
- a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
 - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
6. Shop Drawings and Samples
- a. Record date of receipt of Shop Drawings and Samples.
 - 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 Work requiring a Shop Drawing or Sample if the submittal has not been approved by Engineer.
7. 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.
8. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
9. Records
- a. Maintain at the job Site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including all Work Change Directives, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress

reports, Shop Drawing submittals received from and delivered to Contractor and other Project related documents.

- b. Prepare a daily report or keep a diary or log book, recording Contractors hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job Site visitors, 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.
- c. Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.

10. 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. Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Change Orders and Work Change Directives, obtaining backup material from Contractor and recommend to Engineer Change Orders, Work Change Directives, and Field Orders.
- d. Report immediately to Engineer and Owner the occurrence of any accident.

11. *Payment Requests:* Review Applications for Payment with Contractor.

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

13. *Completion*

- a. Participate in Engineer's visits regarding Substantial Completion.
- b. Assist in the preparation of a punch list of items to be completed or corrected.
- c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

- d. Observe whether items on the final punch list have been completed or corrected.
14. The RPR will not:
- a. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - b. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 - c. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 - d. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
 - e. 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.
 - f. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - g. Authorize Owner to occupy the Project in whole or in part.

**FORM OF AGREEMENT
BETWEEN
THE PARISH OF JEFFERSON
AND
[INSERT NAME OF VENDOR]**

THIS AGREEMENT is made as of the date of full execution by the parties, as evidenced by the electronic signatures by and between the Parish of Jefferson, State of Louisiana, hereinafter called "OWNER", duly represented herein by _____, Chairman of Jefferson Parish Council, duly authorized to act by virtue of Resolution No. _____, adopted on the ____ day of _____, 20____, which is made a part hereof, and insert contractor's legal name, represented by contractor's representative's name, representative's title, hereinafter called "CONTRACTOR".

NOW THEREFORE, in consideration of the compensation to be paid to CONTRACTOR and of the mutual agreements herein contained, the parties hereby agree as follows:

SECTION 1. SCOPE OF WORK

A. OWNER, through the Chairman of the Jefferson Parish Council, _____, by virtue of Resolution No. _____, does hereby grant and confirm unto CONTRACTOR an Agreement to perform the Work under Project No. _____, Proposal No. 50-_____, for name of project, as per the General Conditions, any Supplementary Conditions, the Drawings, and Specifications on file in the Office of the Chief Buyer for the Parish of Jefferson for the bid amount of \$_____ in accordance with the CONTRACTOR's written bid proposal dated _____, which is made a part hereof by reference.

B. The CONTRACTOR, its successors and assigns shall perform all Work, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Contract and the furnishing of all materials and equipment required to be incorporated in and to form a permanent part of the Work; tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the Work; and Bond, insurance and submittals; all as indicated or specified in the Contract Documents to be performed or furnished by CONTRACTOR for the Work included in and covered by OWNER's official award of this Contract to CONTRACTOR; such award being based on the acceptance by OWNER of CONTRACTOR's bid.

C. That OWNER shall pay to CONTRACTOR for performance of the Work embraced in this Contract, in accordance with the Contract Documents, and CONTRACTOR shall accept as full compensation therefor, the sum (subject to adjustment as provided in the Contract Documents) of _____ Dollars and ____ Cents (\$_____)

for all Work covered by and included in the Contract award and designated in the foregoing Article I; payment thereof to be made in current funds in the manner provided in the Contract Documents.

D. Notwithstanding anything to the contrary in the foregoing, CONTRACTOR acknowledges and agrees that, pursuant to the applicable Laws and Regulations, this Agreement is subject to an annual appropriation dependency requirement to the effect that the renewal and/or continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement. If the OWNER fails to appropriate sufficient monies to provide for payments under this Agreement, the Agreement shall terminate on the last day of the last fiscal year for which funds were appropriated. This ground for termination is in addition to any other grounds that are identified in the General Conditions or the Supplementary Conditions.

E. As provided in Paragraph 13.03.B of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in Paragraph 10.05 of the General Conditions. Unit prices have been computed as provided in Paragraph 13.03.D of the General Conditions.

SECTION 2. OWNER'S REPRESENTATIVE

A. The Project has been designed by insert engineer, who is hereinafter called "ENGINEER" and who is to act as OWNER's representative, to assume all duties and responsibilities and to have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

B. All notices, letters, and other communications directed to OWNER shall be delivered, mailed (with proper postage), or emailed to the ENGINEER at the address in the Invitation to Bid, with a copy sent to:

insert Director of Department
Jefferson Parish Department of insert name of Department
insert address
Jefferson, Louisiana insert zip code

C. In addition, a copy of all correspondence directed to the ENGINEER shall be sent to the OWNER. The business address of CONTRACTOR given in this Agreement and CONTRACTOR's office in the vicinity of the Work are both hereby designated as the places to which all notices, letters, and other communications to CONTRACTOR will be mailed, emailed, or delivered. CONTRACTOR shall notify ENGINEER and OWNER of any change of address immediately.

SECTION 3. CONTRACT TERM

The Work will be substantially completed within ____ days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions ("Substantial Completion"), and completed and ready for final acceptance in accordance with Paragraph 15.06.B. of the General Conditions within ____ days after the date when the Contract Times commence to run. This time allocation allows for ____ days of lost production due to inclement weather. The contract time shall commence on the date listed on the CONTRACTOR'S Notice To Proceed issued by OWNER.

SECTION 4. BONDS

A. LABOR AND MATERIALS PAYMENT BOND

CONTRACTOR hereby firmly and truly binds itself as principal with _____, as surety, unto the OWNER in the full and true sum of \$_____ for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, according to the terms and conditions of the labor and material payment bond(s).

B. PERFORMANCE BOND

CONTRACTOR hereby firmly and truly binds itself as principal with _____, as surety, unto the OWNER in the full and true sum of \$_____ for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, according to the terms and conditions of the performance payment bond(s).

SECTION 5. LIQUIDATED DAMAGES

A. OWNER and CONTRACTOR recognize and agree that time is of the essence of this Agreement and that the Work must be completed in every respect appropriate within the applicable time limits set forth in the Contract Documents, commencing from the date specified in the Contract Documents. OWNER and CONTRACTOR further understand and agree that it is difficult at this time to estimate the damage which the delay in completion of the Work would cause the OWNER and that, accordingly, if the CONTRACTOR shall neglect, fail, or refuse to complete the Work in accordance with the Contract Times specified in the Contract Documents, or any extension thereof granted by the OWNER in accordance with the applicable provisions of the Contract Documents then, in addition to the other stipulated damages provided for in Article VII below, the CONTRACTOR agrees, as a part of the consideration for the award of this Contract, that OWNER shall be entitled to receive the amount or amounts per day set forth in paragraph B below from CONTRACTOR, not as a penalty but as stipulated

("liquidated") damages for delay for such breach of contract, such amounts being specifically herein agreed upon in advance as the measure of damages to the OWNER on account of such delay in the completion of the Work.

B. The CONTRACTOR shall owe OWNER liquidated damages in the amount of _____ dollars (\$_____.00) for each and every calendar day after the time specified in Article V for Substantial Completion of the Work until the Work is determined to be substantially complete in accordance with the Contract Documents. After Substantial Completion, if the CONTRACTOR shall neglect, fail, or refuse to complete the Work within the time specified in Article V for final completion, or any proper extension thereof granted by the OWNER, CONTRACTOR shall owe OWNER liquidated damages in the amount of _____ dollars (\$_____.00) for each day after the time specified in Article V for final completion until the Work is determined to be finally completed in every respect in accordance with the Contract Documents.

C. The number of calendar days in default shall be calculated exclusive of the day on which the applicable completion time was specified and shall include each and every other calendar day up to and including the day that the CONTRACTOR has been determined to satisfy its obligation for the applicable degree of completion under the Contract Documents.

D. CONTRACTOR further agrees that the expiration of the Contract Time shall, ipso facto, constitute a putting in default where CONTRACTOR has failed to complete the Work in accordance with the applicable Contract Times, and OWNER need not formally place the CONTRACTOR in default, the CONTRACTOR hereby expressly waiving any and all notices of default.

E. CONTRACTOR agrees and consents that the liquidated damages may be deducted from progress payments payable to CONTRACTOR pursuant to the Contract Documents and that CONTRACTOR shall accept the Contract Price, reduced by the aggregate amount of the liquidated damages so deducted, in full satisfaction of all Work executed under the Contract Documents.

F. In addition to, and not in lieu of the liquidated damages provided above, OWNER shall also be entitled to recover from CONTRACTOR or CONTRACTOR's Surety additional liquidated damages arising out of the breach of contract for delay in completion of the Work in accordance with the Contract Times for the same amount of time calculated pursuant to ARTICLE VI above. These additional liquidated damages, the amounts of each of which are applicable to the Contract having been set forth in the Supplementary Conditions, may include, but are not limited to:

- (1) Extended architectural and/or engineering fees: \$_____/hour;
- (2) Extended Resident Project Representative fees: \$_____/hour;
- (3) Extended construction management fees: \$_____/day;
- (4) Extended OWNER'S overhead and personnel expenses: \$_____/hour; and

- (5) Owner's other costs directly related to the delay in completion beyond the Contract Times.

CONTRACTOR agrees and consents that the additional liquidated damages may be deducted from progress payments payable to CONTRACTOR pursuant to the Contract Documents and that CONTRACTOR shall accept the Contract Price, reduced by the aggregate amount of the additional liquidated damages so deducted, in full satisfaction of all Work executed under the Contract Documents.

SECTION 6. PAYMENTS

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.

OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, as provided below. All such payments will be measured by the schedule of values established pursuant to Paragraph 2.05 of 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 in the General Requirements.

Upon receipt of the Final Application for Payment, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in Paragraph 15.06.E.3. of the General Conditions and any relevant Supplementary Conditions.

Pursuant to LSA-R.S. 38:2248, OWNER shall retain the following percentages of each progress payment until payment is due under the terms and conditions governing retainage payment:

<u>CONTRACT AMOUNT</u>	<u>RETAINAGE</u>
\$0 - \$499,999.99	10%
\$500,000 or greater	5%

SECTION 7. CONTRACT DOCUMENTS

The Contract Documents, which comprise the agreement between OWNER and CONTRACTOR, concerning the Work, consist of the documents listed in the Table of Contents, if any, and the documents identified below:

1. General Conditions (pages 1 to 82 of 104, inclusive).
2. Supplementary Conditions (pages 83 to 91 of 104, inclusive).
3. Exhibits to this Agreement (pages 92 to 95 of 104, inclusive).
4. Form of Agreement (pages 96 to 104 of 104, inclusive).
5. Performance, Payment, and other Bonds, consisting of ____ pages.
6. Notice to Proceed. (Not attached)
7. Specifications bearing the title insert title of project and consisting of ____ pages.
8. Drawings consisting of a cover sheet and sheets numbered ____ through ____, inclusive with each sheet bearing the following general title: insert title of project
9. Addenda numbers ____ to ____, inclusive.
10. CONTRACTOR's Bid (pages ____ to ____, inclusive).
11. Documentation submitted by CONTRACTOR prior to Notice of Award: (pages ____ to ____, inclusive).
12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to Article 11 of the General Conditions.

The documents listed above are attached to this Agreement (except as expressly noted otherwise above).

SECTION 8. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, the CONTRACTOR makes the following representations:

- A. CONTRACTOR has visited the Site, has familiarized himself with and is satisfied as to the nature and extent of the Contract Documents, Work, locality, and as to all general, local and Site conditions and federal, state, and local Laws, and Regulations, which may affect cost, progress, performance or furnishing of the Work.
- B. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including Technical Data.

C. CONTRACTOR has carefully studied all (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 5.03.A. of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 5.03.A of the General Conditions. CONTRACTOR accepts the determination set forth in Paragraph SC-5.03 of the Supplementary Conditions of the extent of the Technical Data contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in Paragraph 5.03 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purpose. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, test, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

D. 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.

E. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

F. 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, and the Contract Documents are generally sufficient to indicate and convey an understanding of all terms and conditions for performance and furnishing of the Work.

SECTION 9. ASSIGNMENT

Neither the OWNER nor the CONTRACTOR shall assign, sell, transfer or otherwise convey any interest in this Agreement, including any monies due or to become due to the CONTRACTOR under the contract,

without the prior written consent of the other, nor without the consent of the surety, unless the surety has waived its right to notice of assignment. Unless specifically stated to the contrary in any written consent, no assignment, sale, transfer, or conveyance will act as a release or discharge of a party from any duty or responsibility under this Agreement or the General Conditions.

SECTION 10. INSPECTOR GENERAL

It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the inspector general in any investigation, audit, inspection, performance review, or hearing pursuant to JPCO 2-155.10(19).

By signing this document, every corporation, partnership, or person contracting with PARISH, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program, attests that it understands and will abide by all provisions of JPCO 2-155.10.

SECTION 11. SEVERABILITY CLAUSE

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.

SECTION 12. ENTIRE AGREEMENT

This Agreement shall be deemed to be a contract made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The contractor hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The parties hereto agree that the sole and exclusive venue of any suit or proceeding brought pursuant to this contract shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

This Agreement and the attached documents represent the entire agreement between the OWNER and CONTRACTOR and supersede all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both the OWNER, through its Council Chairperson, and the CONTRACTOR.

This Agreement is fully executed on the latest date indicated below.

PARISH OF JEFFERSON

Date

By: _____

_____, Chairman
Jefferson Parish Council

INSERT CONTRACTOR'S NAME

Date

By: _____

insert representative name
insert title

License No. _____

Address for giving notices:

SPECIAL PROVISIONS
(Revised 3-30-2022)

SP.01 STANDARD SPECIFICATIONS

All work performed under this Contract shall conform with the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, and latest revisions, except as modified in the Technical Specifications and the EJCDC C-700, STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT.

SP.02 LABOR PREFERENCE

To the extent that qualified mechanics and laborers are available, employment preference shall be given bona fide residents of Jefferson Parish.

SP.03 PREVAILING WAGES

The payment of Prevailing Wage Rates is not a requirement of this project.

SP.04 TESTING LABORATORY

- A) Should the Owner so decide, an independent testing laboratory shall be employed and paid by the Owner for the purpose of conducting test of materials.
- B) Owner shall pay for initial tests only. The Contractor shall bear the cost for any retest required due to any test failure.
- C) The selection of the testing laboratory by the Owner shall be understood as in no way relieving the Contractor of his responsibility for requirements of the Contract. Excluding written protest by the Contractor in advance of processing or use of materials, services of the testing laboratory shall be understood as constituting full acceptance and approval of the Contractor.
- D) The Contractor shall cooperate with and make available to the testing laboratory such facilities and material samples as may be necessary for the performance of testing services. (No Direct Pay)

SP.05 COMMUNICATIONS

All notices, demands, request, instructions, approval, proposals, and claims must be in writing.

Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the Signature page of the agreement (or at such other office as the Contractor may from time to time designate in writing to the Owner) or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

All papers required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to Jefferson Parish, Department of Engineering, 1221 Elmwood Park Boulevard, Suite 802, Jefferson, Louisiana, 70123, and any notice to or demand upon the Owner shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Parish at such address, or to such other address as the Owner may subsequently specify in writing to the contractor for

such purpose.

Any such notice shall be deemed to have been given as of the time of actual delivery or (in case of mailing when the same should have been received in due course of post; or in the case of telegrams, at the time of actual receipt, as the case may be).

The Engineer shall be copied on all correspondence.

SP.06 CONSTRUCTION NOISE

The Contractor shall maintain and operate equipment in such manner as to minimize noise generation to the extent practicable. All engines used on the project shall be equipped with properly functioning mufflers.

SP.07 ALIGNMENT, BENCH MARKS, AND CONSTRUCTION LAYOUT

The Contractor will be responsible for establishing all lines and grades and staking out all work on this project. The Engineer will furnish baseline reference points and benchmarks for use by the Contractor to establish horizontal and vertical controls.

The Contractor shall employ sufficient qualified engineering personnel experienced in layout and construction of highways and bridges to correctly establish and keep complete and comprehensive notebook records of all lines and grades necessary from initial layout to final acceptance. The Contractor will be liable for the accuracy of the initial layout and all subsequent alignment and elevations and shall, at his own expense, rebuild, repair or make good any portion of the work found to be incorrectly positioned either horizontally or vertically at any time before final acceptance. The Contractor shall notify the Engineer immediately of any apparent error in the plans.

The Contractor shall number notebooks for complete and comprehensive recording of all lines and grades. These notebooks shall be provided to the Engineer and shall be properly indexed and cross-referenced by the Contractor for as-built data. The Contractor will responsible for providing a marked-up set of prints showing as-built conditions.

The Engineer may, at his option, make either spot or complete checks of all construction alignment and grades to determine the correctness of the Contractor's work. However, these checks by the Engineer will not relieve the Contractor of his responsibility for constructing the work in the positions and to the elevations shown on the plans or approved revisions thereto. All measurements for determination of pay quantities will be plan dimension unless amended by field instruction.

SP.08 TRAFFIC MAINTENANCE, CONSTRUCTION SIGNING, TEMPORARY SIGNS AND BARRICADES, AND PUBLIC SAFETY

The Contractor shall be responsible for providing safe and expeditious movement of traffic through construction zones. A construction zone is defined as the immediate areas of actual construction and all abutting areas which are used by the Contractor and which interfere with the driving or walking public. The Contractor shall be responsible for installation and maintenance of all devices and requirements in accordance with the construction signing details for the duration of the construction period. Cuts in roadway lanes which must be left open overnight shall be backfilled with crushed stone to carry vehicular traffic at NO DIRECT PAYMENT.

The Contractor shall check twice daily (noting in the daily logs), once in the morning and at the close of work in the evening, daily on weekends and holidays, that all signs, barricades, channelizing devices, striping, lights, etc. are in place and functioning. Video of all sign and barricade changes for each phase of construction is required, noting time and date on the video copy. A representative of the Engineer shall be present for videoing.

The Contractor shall be responsible for removal, relocation, or replacement of any traffic control device in the construction area which exists as part of the normal pre-construction traffic control scheme. Any such actions shall be performed by the Contractor under the supervision, and in accordance with the Specifications, of the Jefferson Parish Department of Public Works Traffic Engineering Division, unless otherwise specified. Also, the Contractor should consult with the Traffic Engineering Division immediately on any vehicular or pedestrian safety or efficiency problem incurred as a result of construction of the project.

The Contractor shall provide daily reports to the Engineer at the end of each working day, stating that all signs and barricades necessary for construction are in place and operable.

SP.09 ACCESS TO DRIVEWAYS

During the construction of the project, the Contractor shall provide temporary access to commercial and residential driveways.

SP.10 CONSTRUCTION NOTIFICATIONS

The Contractor shall contact the Police Department, Fire Department, School Board, U. S. Postal Service, Area Hospitals, Trash Collection Companies, Private Utility Companies and the Department of Engineering at least 48 hours before commencing work and closing of any street. The Contractor shall request final approval of any street closing from the Jefferson Parish Department of Engineering and Traffic Engineering Division at least (14) fourteen days in advance.

SP.11 CLEANING UP

The Contractor shall at all times keep all roadways being used by him or his sub-contractors free from accumulation of waste materials and other debris caused by his construction operation. Waste shall not be buried or burned on the site or disposed of in the storm drains, sanitary sewers, or canals. All waste shall be removed from the site and disposed of in a manner that complies with local ordinances and anti-pollution laws. There will be no direct payment for this operation.

SP.12 UNDERGROUND AND OVERHEAD UTILITIES

Locations of existing underground and overhead utilities shown on plans are approximate. Prior to any type of excavation, Contractor shall contact all utility companies (private and public) for the purpose of establishing exact location of utilities in the field. Contractor shall perform any necessary exploratory work ahead of the construction operation as directed by the project engineer for public utilities. This exploratory work is for the purpose of establishing exact location of underground utilities and determining whether a conflict will exist with the proposed work. FOR THIS PROJECT, PRIOR TO THE CONSTRUCTION, CONTRACTOR MUST CONTACT JEFFERSON PARISH TRAFFIC ENGINEERING, TO LOCATE ALL EXISTING UNDERGROUND TRAFFIC INFRASTRUCTURES.

The Contractor's attention is called to the presence of overhead and underground power lines, underground gas, and communication lines throughout the project. The Contractor is solely responsible for project safety and coordinating his operations with all utility companies.

SP.13 PRIVATE UTILITY RELOCATION

Private utilities located on public right-of-way which are required to be relocated or de-energized at the job site or removed entirely from the job site to accommodate the project will be done so at no cost to the Contractor. Any such relocation/removal has to be necessary for the construction of the project and as described in the plans or specifications. If, during construction, the Contractor determines that additional relocations/removals are necessary to perform the work, then the approval of the engineers and the owner will be required. If the engineers and the Owner agree with the additional relocations/removals, then it will also be accomplished at no expense to the contractor.

SP.14 CONSTRUCTION IN VICINITY OF ENTERGY TRANSMISSION AND DISTRIBUTION LINES

While constructing the project, the Contractor may be working near, and under Entergy overhead and underground power lines. Prior to beginning construction, the Contractor shall contact Entergy to coordinate all construction work; and establish necessary safety precautions. All construction work near power lines shall be performed in accordance with OSHA, NEC and Entergy requirements.

The Contractor shall maintain a safe distance from all energized power lines in accordance with OSHA, NEC and Entergy requirements. Contractor shall be responsible for determining the maximum height and reach attainable by any part of any piece of his equipment, and after coordinating with Entergy to determine the height and location of the power line, shall determine the safe clearance which shall not be violated. If the safe clearance will be violated, no work shall be performed until the Contractor coordinates with Entergy to de-energize all necessary lines. The Contractor shall not work under or around the line unless the line is de-energized. If the line is to be de-energized, but is to remain in-place, rather than being removed, the Contractor shall establish a coordination procedure with Entergy to ensure that the Contractor shall have sufficient notice to allow removal of all equipment (which may violate the safe clearance) from the area prior to the line being re-energized.

These procedures and requirements shall also apply to any buried power lines.

Contractor's full compliance with all procedures and requirements for overhead and underground power lines noted in this special provision shall be maintained at all times. Refer to SP.13 for method of payment regarding temporary relocations, disconnections, or de-energization.

SP.15 COOPERATION BETWEEN CONTRACTORS

The Contractor shall be cognizant of the fact that other utility related work may be under construction at the same time that this Contract is active. There shall be complete cooperation with any other contractor in the area, and any unavoidable conflicts shall be immediately brought to the Engineer's attention.

SP.16 CONSTRUCTION IN VICINITY OF EXISTING STRUCTURES, ROADWAYS, SIDEWALKS/DRIVEWAYS, LANDSCAPING, ETC...

The Contractor shall be fully responsible for maintaining the integrity of all existing structures (fences, poles, etc...), roadways, sidewalks/driveways, landscaping, etc... within the project limits, throughout the duration of the project. Any damage to these structures/facilities resulting from the Contractor's operation shall be repaired or replaced at Contractor's expense. All repairs and replacements shall be made to the satisfaction of the Engineer and Owner. There shall be "No Direct Pay" for any work or materials required to maintain the integrity of these structures/facilities.

SP.17 DISPOSAL OF CONCRETE, ASPHALT AND UNCLASSIFIED EXCAVATION

All concrete and asphalt pavements, walks and curbs removed from the project, as well as all unclassified excavation not otherwise used in the project, shall become the property of the Contractor, and shall be disposed of at no cost to the owner. Written permission of the property owner on whose property the material is placed shall be required. Copies of the written agreement with the property owners shall be provided to the Engineer prior to commencement of disposal.

SP.18 DRAINAGE

Contractor shall not impede existing or new drainage during rainstorms or when a storm is imminent.

SP.19 CONSTRUCTION IN EXISTING DRAINAGE CANAL

The Contractor shall be required to notify the Jefferson Parish Department of Public Works (Drainage Department) by letter, of the construction sequence he will utilize for construction of culverts in canals.

If the Contractor plans to construct temporary dams in the canal to facilitate bridge or culvert construction, he shall point out in his letter the exact location and desirable elevation of each of the dams for prior approval.

The Contractor shall be responsible for removal of these dams, on short notice in the event the Jefferson Parish Department of Public Works or the Engineer requests their removal to facilitate the movement of water in canal.

~~Temporary dams constructed of wood or steel sheeting will not be allowed. See Technical Specifications Section XX for additional requirements.~~

~~The Contractor will be required to design, install and maintain a system to by-pass dry weather flows past/around dewatered areas within the drainage canal. All costs associated with furnishing, installing and operating the accepted dry weather flow by-pass system shall be included in Item No. S-XX Initial Installation & Final Removal of Dams. See Technical Specifications Section XX for details.~~

The Contractor will be responsible for maintaining flow in all sections of flume and/or box culvert throughout the life of the project. Upon completion of all flume and box culvert construction required by the plans and specifications, all flumes and box culverts shall be cleaned of soil, debris and other materials to their invert by approved methods at No Direct Payment. Removed soil, debris and other materials shall be disposed of in accordance

with Subsection 202.02 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, or as otherwise approved in writing by the Owner at No Direct Payment. After completion of the cleaning operation, the flumes and box culverts will be inspected for acceptance. There shall be no partial acceptance of flumes or box culverts.

Excavated materials shall not be stockpiled on the canal bank unless approved in advance by Jefferson Parish Department of Drainage.

SP.20 EXISTING SOIL CONDITIONS

Soil boring logs and a summary of the pH and resistivity tests are provided in Appendix A of the Technical Specifications. A copy of the complete Sub-soil Investigation Reports prepared for this project by Terracon Consultants, Inc. is also provided in Appendix A. Additional bores at West Esplanade were taken by the Beta Group (see Appendix A). The Contractor shall note extensive shell layer at West Esplanade.

SP.21 PILE DRIVING

The Contractor is cautioned that vibrations resulting from any pile driving operation can cause structural damage to adjacent houses and other structures. He is advised to take every precaution to monitor these vibrations and to assure that they remain within safe limits, in accordance with the requirements of the U.S. Bureau of Mines, 1980.

SP.22 GRASS CUTTING

The Contractor shall cut grass areas in the public right-of-way within project limits as per directions from the Project Engineer throughout the life of the project. To further clarify this requirement the contractor is responsible for grass cutting within his immediate work zone. The contractor is not responsible for maintenance of grass in other locations within the project limits that fall outside of his immediate work zone. In other words, areas that either have been completed or areas in which the contractor has not begun work in he will not be required to cut the grass. There shall be "No Direct Payment" for this work.

SP.23 HAUL TICKETS

The Contractor shall provide multi-copy (4 minimum, different color) haul tickets to be used on this project for vehicular measure type items. The tickets shall be preprinted with the Contractor's name and address and the project title and number. The tickets shall be consecutive numbered and have spaces providing for the following items: type of material, parcel locations, truck number, truck driver's name, date, inspector's signature, volume of load and any other information pertinent to the completion of the work in question.

SP.24 PARTIAL USE OF SITE IMPROVEMENTS

The Owner, at his discretion, may give notice to the Contractor that certain sections of the improvements which have been completed, inspected, and can be accepted as complying with the Technical Specifications will be placed in use, provided that the following conditions are met:

1. In the Owner's opinion, each section is reasonably safe, fit and convenient for use provided.
2. The use of such sections of the improvements shall in no way impede the completion of the remainder of the work by the Contractor.

3. The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.
4. The use of such shall in no way relieve the Contractor of his liability due to having used defective materials or to poor workmanship.
5. The period of guarantee stipulated in the General Specifications and Conditions hereof, shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

SP.25 MEASUREMENT AND PAYMENT

Measurement and payment shall be as specified on plans and specifications. No direct payment will be made for any item of work normally required for the type of construction involved that is not a pay item on the Proposal Form. All measurements for payment shall be made by the Project Engineer, or his authorized representative.

SP.26 PAYMENTS TO CONTRACTORS

All payment requests on invoices must be sent first to the assigned Construction Engineer for review and comment on **proper Parish forms**; which are then forwarded to the appropriate Parish Department or Program Manager (if applicable) for further handling. Contractors who fail to follow this procedure will not be paid on a timely basis due to the unnecessary delays in rerouting of the payment requests.

SP.27 UTILITY DISRUPTION

If the Contractor or any of his sub-contractors plan to disrupt utility service (i.e. sewer, water, electricity, gas, telephone, etc.), to perform any portion of his work, the Contractor shall adhere to the following requirements:

- a) All businesses and residences affected by the disruption of the utility must be given written notice a minimum of forty-eight (48) hours in advance. In addition, the Contractor shall make no less than three (3) attempts to personally contact an individual at each affected business or residence. The first attempt may be while delivering the written notification, and the last attempt should be the evening prior to the disruption. The notice of disruption shall also be sent to the District Councilman and the Director of Jefferson Parish Department of Engineering.
- b) The Contractor shall not disconnect the utility until after 8:00 a.m. on the morning that the work is to be performed.
- c) The Contractor shall contact each business to determine if special arrangements (such as temporary water supply, port-o-lets, etc.) are necessary during the period of the utility disruption. The Contractor shall not disrupt service until all special arrangements are in place or the Contractor has received approval by the Parish to proceed.
- d) All service must be restored at the end of each day, unless previously approved by the Parish.
- e) Disruptions to public utility services will not be allowed over a weekend or on any holiday.

- f) There shall be "No Direct Payment" for any necessary work or materials needed to perform these requirements.

SP.28 INSURER'S CLAIMS PROCEDURES

Amend 6.03 E of the EJCDC C-700, STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT by adding the following new subparagraph after paragraph E.5:

6. The insurers shall respond to all loss notices received from the Contractor or directly within 48 hours of receipt; shall use their best efforts to make a final adjustment of the loss notices within 90 days of receipt; and shall process such loss notices promptly and expeditiously.

SP.29 COPIES OF DRAWINGS FURNISHED

Article 2.02 of the EJCDC C-700, STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT is amended as follows: "The Engineer will furnish to the Contractor free of charge, not to exceed six (6) copies of Engineering Drawings and Specifications". With this exception the paragraph shall remain unchanged.

SP.30 DISPOSAL OF MATERIAL CLASSIFIED AS DRAINAGE EXCAVATION

All drainage excavation materials shall be disposed of and graded off-site by the contractor at an approved site designated by the Owner. Materials to be excavated may be contaminated with hydrocarbons. The materials shall be transported and disposed of at the designated site within a twenty-five (25) mile radius of the project as specified by the engineer. Refer to Technical Specifications Section 203 Excavation and Embankment for additional requirements. This material can be used to blanket side slopes within canal. All cost associated with the disposal and grading of this material shall be borne by the contractor. No separate payment will be made for disposal and grading of drainage excavation material.

The contractor shall at all times keep roadway used by him for haul, free from accumulation of waste materials, dirt, and other debris caused by his construction operation.

The Contractor shall provide a dozer and operator at the designated site to spread excavated material which will be paid for by the hour of actual operation as detailed in Technical Specifications Section 203 - Excavation and Embankment.

SP.31 DAILY REPORT

The Contractor **shall** provide daily reports at the end of the working day to the Construction Engineer stating that all signs and barricades necessary for construction are in place and operable.

SP.32 VIBRATIONS DUE TO CONSTRUCTION ACTIVITIES

The Owner will retain the services of an independent testing laboratory to perform vibration monitoring for the duration of the construction. Payment for these services will be the responsibility of the Owner.

The project engineer shall determine the need for vibration monitoring. The project engineer shall direct the number and placement of monitors to be used for each activity or condition. Monitoring equipment shall directly measure particle velocity (rate of ground movement) in three mutually perpendicular directions (longitudinal, transverse and vertical) and be capable of recording the vector sum of these three measurements to an accuracy of 0.01 in/sec. In addition, the monitoring equipment shall be capable of producing a continuous written record of all measurements taken. A daily report will be furnished to the Engineer including, at a minimum, a monitoring location plan, all recorded data and a narrative of construction activities which is referenced to the recorded data.

The Contractor shall report to the Engineer's field representative at least twenty-four (24) hours in advance of starting any new construction related activity (or if site conditions change) and request that proper vibration monitoring be provided for this activity and/or condition.

If at any time any monitor in any direction records a reading of 0.20 inches per second, the laboratory technician shall notify the Contractor and the Owner's field representative immediately. The Contractor shall record the activity and location causing the reading.

If at any time any monitor in any direction records a reading of 0.50 inches per second or greater, the laboratory technician shall notify the Contractor and the Owner's field representative immediately and the affecting construction activity shall be suspended. The Contractor shall propose to the Engineer corrective measures for the affecting construction activity to ensure that vibration-monitoring limits will not be exceeded. Upon approval by the Engineer, the modified construction activity may resume. Repair of any damage caused by the vibrations above safe limits as specified herein shall be the full responsibility of the Contractor.

SP.33 EXISTING POWER POLES

Where excavation is required adjacent to existing power poles or other structures, the Contractor has the responsibility to maintain the integrity of the structure by bracing or other means subject to the approval of the project Engineer and the utility owner (no direct payment).

SP.34 SITE SURVEY

Prior to mobilization onto the jobsite, the Contractor shall conduct a detailed survey that shall include pre-construction photographs and video of the jobsite, surrounding areas, and access and/or haul routes. This work shall be performed by a qualified, licensed company hired and paid for by the Contractor. The Contractor shall submit the name and qualifications of this company to the Owner's project engineer for review and approval prior to commencing any survey/photographic work. The Owner's project engineer shall view the video and preconstruction photographs prior to any mobilization. No work shall commence until the Owner's project engineer has recommended acceptance of the survey. This survey is intended to document existing conditions prior to construction.

Prior to beginning the work, and upon completion of the work, a series of photographs shall be made to show the existing and improved conditions.

Monthly video recording shall be taken traveling both directions through all construction zones (work areas). Videos shall be organized, titled and submitted as per this special provision.

In addition, during the progress of work, photos shall be taken every month consisting of various features, as directed by the Owner's project engineer.

Photographs shall be taken with a digital format camera which is capable of imprinting in the lower right-hand corner of the image the date of the photograph. A master list index, neatly bound, shall be furnished with the photograph files, and shall contain at a minimum, the date and time of each photograph, the station location of each photograph, the direction of view, and the image number. Progress photographs shall be furnished in digital format, as JPEG images on CD ROM media. Two (2) CD ROM's shall be furnished with each set of photographs.

Prior to mobilization and again upon the completion of the work, the Contractor shall videotape all areas of any canal, streets structures within one-hundred fifty (150) feet of the work location, and shall include the street proper, sidewalk and grass areas, driveways and the fronts of the residences. Views shall also clearly show any existing damage prior to the commencement of work.

The Contractor shall provide a monthly videotape of the construction and traffic signage. Monthly videotape shall show a walk-through of the project area, showing all construction and traffic signage. One digital copy on CD of the monthly progress video as described herein shall be delivered.

Specifically, roadway segments and haul routes should be digital video recorded moving near the curb with the curb in the middle of the frame. The field of view should be from the center of the pavement to at least 2 feet beyond the apparent R/W line, panning as needed to ensure details are in focus. Thus, each roadway segment and haul route will be run twice, once along each curb. The contractor should take additional video and photos as deemed necessary.

Travel speed of the camera for roadway video shall not be greater than one (1) mile per hour. The video portion of all recordings shall reproduce bright, sharp, clear pictures with accurate colors and shall be free from distortion or any other form of picture imperfection post editing. The audio portion of all recordings shall reproduce precise and concise explanatory notes by the camera operator with proper volume, clarity and freedom from distortion.

Master video disks in DVD format shall be produced with accompanying audio on NTSC 1080p HD video equipment, in DVD format. Master field videos shall be edited onto a DVD. Videos shall be identified on screen with the date made. Videos shall be titled prior to each new video sequence and after every 30 minutes of lapse time. The title shall include the project name, video name and sequence number, location, and date made. One (1) DVD format copy of the master edit shall be delivered to the Owner's Project Engineer within two weeks of being videoed. Each video shall be furnished with an index that includes at a minimum, the project name, video name, and sequence number, location, date made, and time counter (run time in minutes) at the beginning of each video sequence on the disk.

The Owner shall have the authority to reject all or any portion of the video survey not conforming to the requirements of this provision. Those rejected portions shall be re-videoed at no additional cost to the Owner.

There shall be NO MEASUREMENT OR DIRECT PAYMENT for services required by this provision.

SP.35 TREATMENT OF BOLTS TO PREVENT REMOVAL OF NUT AND WASHER

The Contractor will be required to treat all bolts accessible from roadway or canal bank in such a way as to prevent removal of nuts and washer by vandals. Method for achieving this goal must be approved by Project Engineer. (No direct pay).

SP.36 ELECTRICAL POWER AND WATER SUPPLY

The Contractor shall make arrangements for electric power and water supply for construction and testing purposes from the respective companies serving the area and shall pay all charges therefore, including installation, service and use charges.

SP.37 FIELD OFFICE FACILITIES

The Contractor shall furnish and install one portable trailer type office at the site of the work for the exclusive use of the Engineer, the Owner or their authorized representatives. The office facility will remain the property of the Contractor and shall be removed from the site after the project is substantially constructed, erected, and properly braced to the approval of the Engineer.

The office shall be provided with an outside door lock. The area required for the Engineer/Owner exclusive use shall not be less than 150 square feet. The Contractor shall furnish and install in the trailer all necessary electrical wiring, plumbing, toilet facility, lighting, air conditioning, heating, telephone service, and answering machine within ten (10) working days from receipt of the Owner's written Notice to Proceed.

The Contractor shall provide one 30" x 60" desk with not less than 3 drawers, one plan table, one single file cabinet, and one standard arm rest type chair for use by the Resident Project Representative. The Contractor shall supply one refrigerated bottled water dispenser unit and bottled water and paper cup supply for the project duration.

~~See Technical Specifications Section XX for additional requirements.~~

SP.38 SHEETING, BRACING AND FALSEWORK

Contractor shall furnish, install and remove any and all sheeting, bracing and falsework necessary for construction of specified items of work included in this project.

This provision shall include but is not necessarily limited to any and all required trench and excavation sheeting, lateral support bracing, falsework, forms, and dewatering stops together with all labor, materials and equipment necessary to insure safety of workmen and satisfactory completion of each specified item of work.

SP.39 WORK STOPPAGE DUE TO PUBLICALLY DECLARED EMERGENCY

If there is an emergency declared by the Federal, State or Local government in Jefferson Parish or in any portion thereof, then all work on this project shall cease until such time as the contractor is instructed to resume work by the Department Director (no one else) who has jurisdiction over the project.

If there is any type of work which must proceed to prevent harm to persons or property, or damage to the project itself; then contractor should immediately contact the Department Director for necessary instructions. If contractor is unable to contact the Department Director, contractor may perform the work necessary to prevent such harm in accordance with industry safety standards.

Contractor shall be entitled to an extension of time for the period of the stoppage, but shall not be entitled to any additional compensation by reason thereof.

SP.40 COOPERATION WITH UTILITIES

Subsection 105.06 of the 2016 Louisiana Standard Specifications for Roads and Bridges is amended to include the following:

Utility facilities will be removed, relocated, adjusted or abandoned in accordance with agreements between the Parish of Jefferson and utility owners listed below. Whenever practicable, utilities that are in conflict with the work shall be relocated prior to the Notice to Proceed date. In some cases, where noted in the plans and/or specifications, Contractor will be required to assist the utility by excavating the underground pipe or conduit. Starting dates for such work will be determined by the engineer and may be different for each utility. This work shall be coordinated with the Utility, and should be scheduled to be completed within the Assembly Period whenever possible (see SP.42).

In some projects, utility relocation work may have to be performed concurrently with the contractor's work. The following estimated completion times for utility work is for information purposes only and will not relieve the contractor of any requirements of this subsection nor will it preclude the granting of contract time credits in accordance with the provisions of this subsection.

UTILITY OWNER	Estimated Calendar Days for Completion
Atmos Energy Louisiana	0
Entergy Corporation	0
AT&T – East Bank	0
Cox Communications, Louisiana, LLC	0
Gulf South Pipeline Company LP	0
Southern Light Fiber	0
Hunt Telecommunications	0

SP.41 EXPLORATORY EXCAVATION

The Technical Specification for Exploratory Excavation is supplemented as follows:

Utility excavations shall be performed prior to the start of work to allow ample time for the engineer to resolve conflicts. The location and final quantity of excavations will be determined in the field by the engineer. Utility excavations shall include the removal

and disposal of existing material as indicated on the plans or as directed by the engineer. Coordinate excavation with utility companies and abide by their procedures and requirements for exposing utilities. Excavate to expose the utility to determine type, size, location, and depth. Furnish the engineer with a detail of this information for all utilities exposed by the excavation. Inaccurate information provided to the engineer that causes delays or additional costs to the project shall be at the contractor's expense. The contractor shall be solely responsible for damages to existing facilities due to the exploratory excavation.

Contractor shall design and construct all temporary sheeting and bracing required to ensure stability of the excavation, and shall properly secure and mark the excavation site to maintain public safety at all times in accordance with the contract plans and specifications. The engineer shall be furnished with Contractor's installation plan for the temporary sheeting and bracing [with design assumptions and calculations] signed and sealed by a professional civil engineer licensed in Louisiana. If excavation is below the groundwater table, provide groundwater control to permit excavation so that there is no standing water and a dry working surface is provided to maintain stability of the excavation. Remove the temporary sheeting and bracing and backfill the excavation with granular material or other suitable backfill material as directed by the engineer. The excavation site shall be restored to its original conditions after completion of work. Compensation will be as provided under Exploratory Excavation.

SP.42 ASSEMBLY PERIOD

The entire contract shall be completed in all details and ready for final acceptance in accordance with SP.44 - Contract Time within the time specified.

Prior to assessment of contract time, the contractor will be allowed 30 calendar days from the date stipulated in the Notice to Proceed to commence with portions of the contract work, including but not limited to assembly periods, preparatory work for materials fabrications such as test piles, or other activities which hinder progress in the beginning stages of construction. Prior to issuance of the Contractor's Notice-to-Proceed, and upon written request from the contractor justifying the need for additional time, the Department of Engineering *may* consider extending the Assembly Period, however, the Assembly Period shall not be extended for more than 60 calendar days. If the contractor begins regular construction operations prior to expiration of the assembly period, the assessment of contract time will commence at the time construction operations are begun.

The contractor shall be responsible for maintenance of traffic from the beginning of the assembly period. During the assembly period, the contractor will be allowed to do patching and other maintenance work necessary to maintain the roadway with no time charges when approved by the engineer.

The contractor is directed to the special provisions and the plans for any restrictions that may affect work schedules.

SP.43 PROJECT SIGNS

Project identification signs (maximum of two) will be furnished by Jefferson Parish and shall be installed and maintained by the Contractor throughout the duration of the project construction. The Contractor shall pick up the signs at the Jefferson Parish Traffic Engineering Department in Harahan (2100 Dickory Street) and deliver them to the designated area for installation. Installation and maintenance

of project identification signs shall be the responsibility of the Contractor (No Direct Pay). Contractor to remove project signs upon completion of the work and return them to Traffic Engineering Department.

SP.44 CONTRACT TIME

All work shown on the Plans and in the Specifications shall be executed and functional in all details (Substantial Completion) within 120 consecutive calendar days from the date specified in the "Notice to Proceed" as the starting date for the Contract Time. The time allowed for completion of this project includes 12 days of inclement weather and any time required for final clean up of the project site. For this project, the set time for Final Acceptance is 30 consecutive calendar days after the job has been accepted by the Owner as Substantially Complete or 150 consecutive calendar days from the date specified in the "Notice to Proceed" as the starting date for the Contract Time, whichever occurs first.

SP.45 REIMBURSEMENT FOR RESIDENT INSPECTION EXCEEDING BUDGET

The cost of resident inspection services in excess of the budgeted amount for this project shall be assessed against CONTRACTOR'S progress payments as defined in Section H of the PUBLIC WORKS BID INSTRUCTIONS, all in accordance with LSA-R.S. 38:22169L)(2) (2003 Senate Bill 120).

SP.46 PRECONSTRUCTION CONFERENCE

Prior to the start of construction, the Engineer shall schedule a pre-construction conference. The Contractor shall be represented at the conference by his Project Manager, Project Superintendent and any other concerned personnel. Representatives from appropriate Departments of Jefferson Parish will be invited as well as representatives from the assigned testing laboratory and private utility companies, when necessary.

SECTION 01252: WEATHER DELAYS

PART 1: GENERAL

1.1 Related Documents: The general conditions of the Contract, including (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the work specified in this Section.

1.2 Extensions of Contract Time:

A. If the basis exists for an extension of time in accordance with the General Conditions, an extension of time on the basis of weather may be granted only for the number of weather delay days in excess of the number of days listed as the standard baseline for that month.

1.3 Standard Baseline for Average Climatic Range:

A. The Louisiana Department of Transportation Department has reviewed weather data available from the U.S. National Weather Service (NWS) and defined a Standard Baseline average climatic range for the State of Louisiana.

B. The standard baseline is defined as the normal number of anticipated calendar days for each month during which construction activity exposed to weather conditions is expected to be prevented and suspended by cause of adverse weather. Suspension of construction activity for the number days each month as listed in the standard baseline is included in the contract time allotted and is not eligible for extension of Contract Time.

C. Standard baseline is as follows:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
11	10	8	7	5	6	6	5	4	3	5	8

D. The contractor's request shall be considered only for days over the allowable number of days stated above.

1.4 Adverse Weather and Weather Delays Days:

A. Adverse weather is defined as the occurrence of one or more of the following conditions within a twenty-four (24) hour day that prevents construction activity exposed to weather conditions or access to the site:

1. Precipitation (rain, snow, or ice) in excess of 1/2 inch (0.5") liquid measure.
2. Sustained wind in excess of thirty-five (35) m.p.h.

B. Adverse weather may include, if appropriate, "dry-out" or "mud" days:

1. Resulting from precipitation days that occur beyond the standard baseline;

2. Only if there is a hindrance to site access or sitework and Contractor has taken all reasonable accommodations to avoid such hindrance; and,
 3. At a rate no greater than 1 make-up day for each day or consecutive days of precipitation beyond the standard baseline that total 1/2 inch or more, liquid measure, unless specifically recommended otherwise by the Designer.
- C. A weather delay day may be counted if adverse weather prevents work on the project for fifty percent (50%) or more of the contractor's scheduled work day and critical path construction activities were included in the day's schedule.
- D. Contractor shall take into account that certain construction activities are more affected by adverse weather and seasonal conditions than other activities, and that "dry-out" or "mud" days are not eligible to be counted as a weather delay day until the standard baseline is exceeded. Hence, Contractor should allow for an appropriate number of additional days associated with the standard baseline days in which such applicable construction activities are expected to be prevented and suspended.
- E. If adverse weather conditions are the basis for a claim for additional time, the Contractor shall document that weather conditions had an adverse effect on the scheduled construction. An increase in the contract time due to weather shall not be cause for an increase in the contract sum. At the end of each month, the Contractor shall make one Claim for any adverse weather days occurring within the month. The Claim must be accompanied by sufficient documentation evidencing the adverse days and the impact on construction. Failure to make such Claim within **twenty-one (21) days** from the last day of the month shall prohibit any future claims for adverse days for that month. No additional adverse weather days shall be granted after the original or extended contract completion date, except those adverse weather days associated with a NWS named storm or federally declared weather related disaster directly affecting the project site.

1.5 Documentation and Submittals:

- A. Submit daily jobsite work logs showing which and to what extent critical path construction activities have been affected by weather on a monthly basis.
- B. Submit actual weather data to support claim for time extension obtained from nearest NWS station.
- C. Use standard baseline data provided in this section when documenting actual delays due to weather in excess of the average climatic range.

- D. Organize claim and documentation to facilitate evaluation on a basis of calendar month periods and submit to the A/E.
- E. If an extension of the Contract Time is appropriate, such extension shall be made by Change Order.

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DIVISION II

TECHNICAL SPECIFICATIONS

SECTION 202

"REMOVING OR RELOCATING STRUCTURES AND OBSTRUCTIONS"

PART 1: DESCRIPTION:

All work shall be in accordance with the requirements of Section 202 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, as amended.

PART 2: MATERIALS:

None

PART 3: MEASUREMENT AND PAYMENT:

Payment for this work will be as noted.

ITEM 202-01-00100 "REMOVAL OF STRUCTURES AND OBSTRUCTIONS" paid per LUMP SUM.

ITEM 202-02-02020 "REMOVAL OF ASPHALT PAVEMENT" paid per SQUARE YARD.

ITEM 202-02-06140 "REMOVAL OF CURBS (CONCRETE) (ALL TYPES)" paid per LINEAR FOOT.

ITEM 202-02-38300 "REMOVAL/RE-ERECT OF SIGN & U-CHANNEL POST" paid per EACH.

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DIVISION II
TECHNICAL SPECIFICATIONS
SECTION 203
"EXCAVATION AND EMBANKMENT"

PART 1: DESCRIPTION:

All work shall be in accordance with the requirements of Section 203 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, as amended.

This item consists of the excavation of any material necessary for construction or other miscellaneous excavation as described in the governing specifications. Select material from this item as approved by the project Engineer, shall be used for materials of this section. It shall be placed and spread to the grades as required. The Contractor shall remove all excavated material, which is unsuitable, from the site. There will be no direct payment for handling excavated material, select or unsuitable.

PART 2: MATERIALS:

Materials shall be in accordance with the requirements of Section 203 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, as amended, and as follows:

- A. Backfill:
 - 1. Nonpaved Areas: Backfill shall be usable excavated material acceptable to Engineer. Backfill shall be compacted to at least 90% of maximum density for the depth of the backfill.
 - 2. Paved Areas: Backfill shall be granular material conforming to Subsection 1003.07 or 1003.08 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, as amended. Reference Section 723 for payment of granular material. Density shall be 97% of maximum dry density (ASTM D698A).
- B. Fill Material: Fill material from off-site borrows shall consist primarily of medium plastic to highly plastic clays or silty clays (CL or CH material according to the Unified Soils Classification System). It should be free of wood, organic matter and other deleterious material. It should have a Plasticity index (PI) of at least 15 and a Liquid Limit of at least 35. The fill material shall be approved by A/E before use. All backfill shall be placed as a "semi-compacted" fill in accordance with Corps of Engineers Specifications (Manual LMVSP-GS-001,

Section 3).

- C. Topsoil: For final grading of areas adjacent to structure, use existing. Provide topsoil from off-site borrows when on-site topsoil:
- A. Is not sufficient to complete the work.
 - B. Does not meet the requirements set forth below, or
 - C. Is deemed unsuitable by A/E.

Topsoil shall be free from slag, cinders, stones, lumps of soil, sticks, trash or other material over 1-1/2 inches diameter. Topsoil shall be free from viable plants and plant parts. Topsoil shall also be free from debris, noxious weeds, toxic substances, or other materials harmful to plant growth. Topsoil shall have a minimum PI of 4, a maximum PI of 12, a pH of 5.5-8.0, a minimum organic content of 2%, and shall be capable of supporting adequate vegetation. Pump sand may not be used for topsoil under any circumstances.

PART 3: MEASUREMENT AND PAYMENT:

Payment for this work will be as noted.

ITEM 203-05-00100 "EXCAVATION AND EMBANKMENT" paid per LUMP SUM.

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DIVISION II
TECHNICAL SPECIFICATIONS
SECTION 302
"CLASS II BASE COURSE"

PART 1: DESCRIPTION:

All work shall be in accordance with the requirements of Section 302 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, as amended.

PART 2: MATERIALS:

Stone or recycled portland cement concrete shall be in accordance with Section 1003.03.1 and 1003.03.2 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, as amended. Geotextile fabric shall be in accordance with Section 1019 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, as amended.

Density requirements shall be a minimum of 95.0% maximum dry density (ASTM 1557A).

PART 3: MEASUREMENT AND PAYMENT:

Geotextile fabric under base course will not be measured for payment.

Payment for this work will be as noted.

ITEM 302-02-06070 "CLASS II BASE COURSE (6" THICK) (CRUSHED STONE OR RECYCLED PORTLAND CEMENT CONCRETE) (1/2 RDWY. OVER NEW RCP)" paid per SQUARE YARD.

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DIVISION II
TECHNICAL SPECIFICATIONS

SECTION 306

"SCARIFYING AND COMPACTING ROADBED"

PART 1: DESCRIPTION:

All work shall be in accordance with the requirements of Section 306 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, as amended.

PART 2: MATERIALS:

Material shall be in accordance with the requirements of Section 306 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, as amended.

PART 3: MEASUREMENT AND PAYMENT:

Payment for work will be as noted.

ITEM 306-01-00100 "SCARIFYING AND COMPACTING ROADBED (6" THICK)" paid per SQUARE YARD.

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DIVISION II
TECHNICAL SPECIFICATIONS
SECTION 402
"TRAFFIC MAINTENANCE SURFACING"

PART 1: DESCRIPTION:

All work shall be in accordance with the requirements of Section 402 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, as amended.

PART 2: MATERIALS:

Material shall be in accordance with the requirements of Section 402 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, as amended.

PART 3: MEASUREMENT AND PAYMENT:

Payment for this work will be as noted.

ITEM 402-02-00100 "MAINLINE TRAFFIC MAINTENANCE SURFACING (HARD-12" ASPHALT)" paid per SQUARE YARD.

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DIVISION II
TECHNICAL SPECIFICATIONS
SECTION 502
"ASPHALT CONCRETE MIXTURES"

PART 1: DESCRIPTION:

All work shall be in accordance with the requirements of Section 502 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, as amended.

PART 2: MATERIALS:

Material shall be in accordance with the requirements of Section 502 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, as amended.

PART 3: MEASUREMENT AND PAYMENT:

Payment for this work will be as noted.

ITEM 502-01-00100 "ASPHALT CONCRETE WEARING COURSE (2" THICK)" paid per TON.

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DIVISION II
TECHNICAL SPECIFICATIONS
SECTION 509
"MILL ASPHALT PAVEMENT"

PART 1: DESCRIPTION:

All work shall be in accordance with the requirements of Section 509 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, as amended.

PART 2: MATERIALS:

Material shall be in accordance with the requirements of Section 509 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, as amended.

PART 3: MEASUREMENT AND PAYMENT:

Payment for this work will be as noted.

ITEM 509-01-00100 "MILLING ASPHALT PAVEMENT" paid per SQUARE YARD.

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DIVISION II

TECHNICAL SPECIFICATIONS

SECTION 601

"PORTLAND CEMENT CONCRETE PAVEMENT"

PART 1: DESCRIPTION:

All work shall be in accordance with the requirements of Section 601 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, as amended.

Pavement shall have a broom finish.

PART 2: MATERIALS:

Materials shall be in accordance with the requirements of Section 601 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, as amended. Use Type B concrete. Use polyurethane sealant joint sealer. The joint sealers shall be in accordance with Section 1005.02 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, as amended.

For high early strength concrete; materials shall be in accordance with Section 602.08 of the Louisiana Standard Specifications for Roads and Bridges, 2016 edition. Per this section, the concrete shall be Type B, D or E complying with Section 901. An approved set-accelerating admixture shall be added to achieve 4,000 PSI @ 3 days. This admixture must comply with Subsection 1011.02. Please see the Master Proportion Table for Portland Cement Concrete, Table 901-3 for the mix design specifications for Type B, D and E concrete.

PART 3: MEASUREMENT AND PAYMENT:

There will be no tolerance for thickness deficiencies. Delete references to payment adjustments. No adjustment of the unit price will be made for work not in full compliance with the specifications. All work must meet the requirements of 100% payment. Owner reserves the right to require the removal and replacement of pavement that does not meet requirements.

Payment for this work will be as noted.

ITEM 601-01-00300 "PORTLAND CEMENT CONCRETE PAVEMENT (7" THICK)" paid per SQUARE YARD.

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DIVISION II
TECHNICAL SPECIFICATIONS

SECTION 701

"CULVERTS AND STORM DRAINS"

PART 1. DESCRIPTION:

All work shall be in accordance with the requirements of Section 701 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, as amended.

PART 2. MATERIAL:

- A. Reinforced Concrete Pipe shall conform to ASTM Designation C-76, Class III, pipe, Type 3 joint, as per Section 1016.02 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, as amended.
- B. Reinforced Concrete Pipe Arch in accordance with Section 1016.03 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, as amended. Concrete pipe arch shall conform to ASTM C-506. All joints of pipe greater than 43-inch round and equivalent arch pipe shall be banded with metal straps on three sides in accordance with manufacturers' requirements.
- C. Corrugated Metal Pipe 24-inch or larger diameter shall have 12-gauge thickness and 18-inch or smaller diameter shall have 14-gauge thickness. All corrugated metal pipe shall have Type 2 joints and be bituminous coated or polymer coated. If work is in Jefferson Parish, corrugated metal pipe shall be polymer coated unless otherwise noted. Binding shall be in accordance with ASTM A-885-88.
- D. Filter Cloth, Joint Wrapping shall conform to requirements of Section 1019 of the Louisiana Standard Specifications noted in the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, as amended.
- E. Lumber shall conform to requirements of Section 1014 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, as amended.
- F. PVC Pipe (Plastic Yard Drain Pipe) in accordance with Section 1006 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, as amended.
- G. Concrete Joints - A pipe puller device shall be used to seat concrete pipe joints. Joints that are not seated a minimum of 75% of the depth of the joint will not be acceptable.

PART 3: INSTALLATION:

- A. All drainage pipe shall be placed on bedding and installed in compacted layers not to exceed six inches (6") in thickness. Compaction shall be by approved methods to at least 95% of the maximum dry density, according to TR 418, Method E, prior to placement of a subsequent layer.
- B. Drainage pipe backfill shall be Pump Sand, installed in compacted layers not to exceed nine inches (9") in thickness. Compaction shall be by approved methods to at least 97% of the maximum dry density, according to TR 418, Method E, prior to placement of a subsequent layer.
- C. The Contractor shall maintain drainage and driveway access at the end of the day's pipe laying. Only as much trench shall be opened in advance of pipe laying operations as can be laid each day. At the end of the day's work, the last length of pipe laid, the end shall be blanked with a cover to prevent intrusion of trash.
- D. The Contractor shall provide bracing at power poles as per instructions from the utility owner where the trench excavation is adjacent to the poles (no direct pay).
- E. Geotextile fabric shall be provided and placed in accordance with plan details in continuous lengths and lapped 36-inch minimum.
- F. The Contractor shall provide excavation, engineering fabric and backfill material in accordance with the plan detail at no direct payment. Excavated material shall be disposed of offsite or relocated as directed by Engineer at no additional cost to the Contract.

PART 4: SHEETING AND BRACING:

At No Direct Payment, the Contractor shall be responsible for design of sheeting, bracing, and dewatering to maintain stability of excavations for required pipe and bedding material. Design shall be performed by a Professional Civil Engineer licensed in the State of Louisiana. Excavations of 4 feet or less depth may be stabilized by steel or timber sheeting, trench box, or open cut. Excavations deeper than 4 feet shall be stabilized by sheet piles with bracing as required by design. The Contractor is responsible for the protection of all existing surfaces utilities and shall determine whether sheet piles may be removed without causing damage to subsurface utilities, to adjacent public and private facilities, and to adjacent property. Any sheeting removed, including trench box, shall be removed vertically. Sheeting shall not be slide horizontally within the pipe trench. The cost of all labor, equipment, materials, engineering, etc., necessary to design, install, extract, and/or cut-off any sheeting and bracing system, including de-watering, shall be included in and paid for under the contract unit price per linear foot of corresponding pipe culvert.

PART 5: MEASUREMENT AND PAYMENT:

No measurement or direct payment will be made for excavation, structural backfill, sheeting and bracing, geotextile fabric, special connections, tying new culverts to existing structures, or any necessary saw cutting for pipe fittings. Payment for those items shall be included in the contract unit price bid for drain pipe. Drain pipe shall be measured by the linear foot (field measure) in place from interior wall of manholes, catch basins or inlets.

Payment for this work will be as noted. Payment for each item listed below shall include all materials and work associated with the materials as listed in Part 2 above. Bedding material will be paid under separate items.

ITEM 701-03-01140 "STORM DRAIN PIPE (60" RCP)" paid per LINEAR FOOT.

* * *

DIVISION II
TECHNICAL SPECIFICATIONS

SECTION 702

"MANHOLES, JUNCTION BOXES, CATCH BASINS AND END TREATMENTS"

PART 1: DESCRIPTION:

All work shall be in accordance with the requirements of Section 702 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, as amended.

PART 2: MATERIALS:

Material shall be in accordance with the requirements of Section 702 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, as amended.

Bedding material shall be Stone, Sand/Stone, or Sand/Gravel, and be in accordance with the requirements of Section 726 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, as amended. Compact all bedding material to 75% of relative density.

PART 3: MEASUREMENT AND PAYMENT:

Payment for this work will include all excavation, 12-inch minimum bedding, backfill, and other incidentals required for the work.

Payment for this work will be as noted.

ITEM 702-01-00100 "JUNCTION BOXES" paid per EACH.

* * *

DIVISION II
TECHNICAL SPECIFICATIONS
SECTION 707
"CURBS AND GUTTERS"

PART 1: DESCRIPTION:

All work shall be in accordance with the requirements of Section 707 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, as amended.

PART 2: MATERIALS:

Material shall be in accordance with the requirements of Section 707 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, as amended. High early strength concrete shall attain 4,000 PSI compressive strength in three days.

PART 3: MEASUREMENT AND PAYMENT:

No additional payment will be made for curb transitions at turnouts, handicap ramps, etc.; but the length of the transition shall be included for payment under Item 707-01 per linear foot.

Payment for this work will be as noted.

ITEM 707-03-00100 "COMBINATION CONCRETE CURB AND GUTTER (HIGH EARLY STRENGTH)" paid per LINEAR FOOT.

* * *

DIVISION II
TECHNICAL SPECIFICATIONS
SECTION 713
"TEMPORARY TRAFFIC CONTROL"

PART 1: DESCRIPTION:

All work shall be in accordance with the requirements of Section 713 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, as amended.

This item includes but is not limited to providing all necessary signs and barricades shown in the plans and in accordance with the "Manual on Uniform Traffic Control Devices", as well as all signs, barricades, blinking lights, or other necessary traffic control devices required by Section 713 above, or other governing specifications of this project.

PART 2: MATERIALS:

Material shall be in accordance with the requirements of Section 713 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, as amended, and other sections of these specifications.

PART 3: MEASUREMENT AND PAYMENT:

Payment for this work will be as noted.

ITEM 713-01-00100 "TEMPORARY SIGNS AND BARRICADES" paid per LUMP SUM.

ITEM 713-11-00100 "PORTABLE CHANGEABLE MESSAGE BOARD" paid per EACH.

* * *

DIVISION II
TECHNICAL SPECIFICATIONS

SECTION 714
"SLAB SODDING"

PART 1: DESCRIPTION:

All work shall be in accordance with the requirements of Section 714 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, as amended.

PART 2: MATERIALS:

Material shall be in accordance with the requirements of Section 714 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, as amended.

PART 3: MEASUREMENT AND PAYMENT:

Payment for this work will be as noted.

ITEM 714-01-00100 "SLAB SODDING (BERMUDA GRASS)" paid per SQUARE YARD.

* * *

DIVISION II
TECHNICAL SPECIFICATIONS
SECTION 726
"BEDDING MATERIAL (NET SECTION)"

PART 1: DESCRIPTION:

All work shall be in accordance with the requirements of Section 726 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, as amended.

PART 2: MATERIALS:

Material shall be Stone or Recycled Portland Cement Concrete in accordance with Section 1003.10.1 of the Louisiana Standard Specification for Roads and Bridges, 2016 Edition, as amended.

Material for the working slab below the bedding layer shall be flowable fill. Material shall be in accordance with Section 710 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, as amended.

Geotextile fabric shall be in accordance with Jefferson Parish standard pipe trench details.

PART 3: MEASUREMENT AND PAYMENT:

Payment for this work will be as noted.

ITEM 726-01-00100 "BEDDING MATERIAL (NET SECTION)" paid per CUBIC YARD.

* * *

DIVISION II
TECHNICAL SPECIFICATIONS
SECTION 727
"MOBILIZATION"

PART 1: DESCRIPTION:

All work shall be in accordance with the requirements of Section 727 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, as amended.

PART 2: MATERIALS:

None

PART 3: MEASUREMENT AND PAYMENT

Payment for this work will be as noted.

ITEM 727-01-00100 "MOBILIZATION" paid per LUMP SUM.

* * *

PART 1: DESCRIPTION:

Work consists of furnishing and placing raised pavement markers at the locations shown on the plans or as directed, and in conformance with MUTCD, Section 731 as above, plan details and these specifications.

PART 2: MATERIALS:

- 731 - 1

operations shall be performed by approved cleaning methods that satisfactorily clean the surface without damaging pavement. Surfaces shall be maintained in a clean condition until placement of markers.

- E. Surfaces on which markers are to be placed shall be blown dry immediately prior to marker placement. Markers shall be applied to surfaces with adhesive in accordance with the manufacturer's recommendations. Adhesive bed area shall be equal to the bottom area of marker, and adhesive shall be applied in sufficient quantity to cause excess adhesive to be forced out around the perimeter of the marker. Voids in markers with an open grid pattern on bottom shall be filled with adhesive during placement. Temperature of adhesive shall be maintained as required by the manufacturer.
- F. If a standard set adhesive is used, application of markers will not be permitted at ambient temperatures of less than 50 degrees F. If a rapid set adhesive is used, application of markers will be permitted at ambient temperatures between 35 degrees F and 50 degrees F, provided adhesive is adequately heated to obtain proper viscosity for mixing and application, and provided adhesive is identified as a rapid set type on container labels and Certificates of Delivery.
- G. Markers shall be placed prior to permanent striping.

PART 3: MEASUREMENT AND PAYMENT:

Payment for this work will be as noted.

ITEM 731-02-00100 "REFLECTORIZED RAISED PAVEMENT MARKERS"
paid per EACH.

* * *

DIVISION II
TECHNICAL SPECIFICATIONS
SECTION 732
"PLASTIC PAVEMENT MARKINGS"

PART 1: DESCRIPTION:

All work shall be in accordance with the requirements of Section 732 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, as amended.

Work consists of furnishing and placing reflective pavement markings of hot applied thermoplastic or preformed cold applied plastic at the locations shown on the plans or as directed, and in conformance with the "Manual on Uniform Traffic Control Devices", latest Edition, as amended and Section 732 as above, plan details and these specifications.

PART 2: MATERIALS:

- A. Thermoplastic marking material and/or preformed plastic marking material and construction requirements shall conform to Section 732 as in Part 1 above.
- B. Thermoplastic markings: Thermoplastic marking material shall be a plastic compound reflectorized by internal and external application of glass beads, all conforming to Sub-Section 1015.10 and 1015.13 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, as amended. Width, thickness and color of markings shall be as specified. Thermoplastic material shall be delivered in containers of sufficient strength to permit normal handling during shipment and transportation without loss of material. Approved heat-degradable containers that can be placed in heating kettles along with the plastic material will be permitted. Each container shall be clearly marked to indicate color of material, process batch number, name of manufacturer and date of manufacture. Glass beads used in drop-on application to molten plastic shall be shipped in bags of multi-ply paper or burlap with a polyethylene liner, strong enough to permit handling without damage, and having a capacity of 50 pounds of beads. Bags shall be sufficiently water-resistant so that beads will not become wet or caked in transit.
- C. Equipment for Thermoplastic Markings: Materials shall be applied to pavement by either spray or extrusion methods. Equipment shall provide continuous mixing and agitation of material. Conveying parts

of equipment between main material reservoir and discharge mechanism shall prevent accumulation and clogging. Parts of equipment which come in contact with the material shall be easily accessible for cleaning and maintaining. Mixing and conveying parts shall maintain material at the plastic temperature. Equipment shall be capable of producing continuous uniformity in dimensions of stripes. Equipment shall produce varying widths of traffic markings. Glass beads shall be applied to the surface of completed stripes by an automatic bead dispenser attached to the striping machine in such manner that beads are dispensed almost simultaneously at a controlled rate of flow on installed lines. Glass beads shall be equipped with an automatic cut-off control synchronized with cut-off of thermoplastic material. Kettles to hold a minimum of 1,000 pounds of material shall be provided for melting and heating thermoplastic material. Kettles must be equipped with automatic thermoplastic control devices so that heating can be done by controlled heat transfer liquid rather than direct flame, to provide positive temperature control and prevent overheating of material. Applicators and kettles must be equipped and arranged to comply with requirements of the National Board of Fire Underwriters. Applicators shall be maneuverable to the extent that straight lines can be followed and normal curves can be made in a true arc. Applicator equipment shall consist of a motorized mobil unit capable of installing traffic stripes either left or right of application unit so that only one lane of traffic will be occupied during installation.

- D. In the extrusion method, one side of shaping die shall be the pavement and other sides shall be formed by suitable equipment for heating and controlling flow of material. Extrusion applicators shall produce sharply defined lines and provide means for cleanly cutting off square stripe ends and applying broken lines. Use of pans, aprons, or similar appliances will not be permitted.
- E. Weather limitations: Application of markings will not be permitted when there is moisture on the pavement surface nor when the surface temperature is below 50 degrees F.
- F. Cleaning of Surfaces: Surfaces on which markings are to be applied shall be cleaned of all materials that would reduce adhesion of plastic marking compound to pavement. Cleaning shall be done by approved methods and surfaces shall be kept clean until placement of markings.
- G. Application of Markings: Material shall be installed in specified widths from 4 to 24 inches. Finish lines shall have well defined edges and be free of waviness. Measurements shall be taken as an average throughout any 36-inch sections of line. Longitudinal lines shall be offset approximately 2 inches from construction joints of portland cement concrete pavement.
- H. Thermoplastic markings: Thickness of material on pavement shall be not less than 90 mils for lane lines, edge lines, black contrast and gore

markings and not less than 125 mils for crosswalks, stop lines, words and symbol markings. For thermoplastic applied on portland cement concrete pavement, the Contractor shall apply a binder-sealer prior to thermoplastic installation. The binder-sealer shall be that product recommended by the thermoplastic material manufacturer. On other pavement surfaces, if recommended by the material manufacturer, a binder-sealer material shall be applied to the road surface prior to thermoplastic installation. Thermoplastic material shall be installed in a melted state at the temperature recommended by the manufacturer, but not less than 375 degrees F nor more than 450 degrees F. Material shall not scorch or discolor if kept at this temperature for 4 hours.

PART 3: MEASUREMENT AND PAYMENT:

Plastic Pavement Striping: Each category of plastic striping will be measured by the linear foot of roadway striped, complete in place.

Legends and Symbols shall be measured per each complete in place.

Payment for this work will be as noted.

ITEM 732-01-02080 "PLASTIC PAVEMENT STRIPING (24" WIDTH) (THERMOPLASTIC 125 MIL)" paid per LINEAR FOOT.

ITEM 732-02-02000 "PLASTIC PAVEMENT STRIPING (SOLID LINE) (4" WIDTH) (THERMOPLASTIC 90 MIL)" paid per LINEAR FOOT.

ITEM 732-03-02000 "PLASTIC PAVEMENT STRIPING (BROKEN LINE) (4" WIDTH) (THERMOPLASTIC 90 MIL)" paid per LINEAR FOOT.

* * *

DIVISION II
TECHNICAL SPECIFICATIONS
SECTION 736
"TRAFFIC SIGNALS"

PART 1: DESCRIPTION:

All work shall be in accordance with the requirements of Section 736 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, as amended.

PART 2: MATERIALS:

Materials referenced to the Traffic Operations Approved Product List under Sections 736 and 1020 will require the materials to be included on the list before use.

PART 3: MEASUREMENT AND PAYMENT:

Payment for this work will be as noted.

ITEM 736-09-00100 "LOOP DETECTORS" paid per LINEAR FOOT.

* * *

DIVISION II
TECHNICAL SPECS
SECTION 740
"CONSTRUCTION LAYOUT"

PART 1. DESCRIPTION:

All work shall be in accordance with the requirements of Section 740 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, as amended.

PART 2. MATERIAL:

NONE

PART 3. MEASUREMENT AND PAYMENT:

Payment for this work will be as noted.

ITEM 740-01-00100 "CONSTRUCTION LAYOUT" paid per LUMP SUM.

* * *

DIVISION II
TECHNICAL SPECIFICATIONS

SECTION NS2

"CONCRETE SLOPE PAVEMENT OUTFALL"

PART 1: DESCRIPTION:

The work consists of furnishing, placing, finishing, and curing cast-in-place Portland Cement Concrete with deformed steel reinforcement for slope paving and drainage pipe outfalls to an existing canal, furnishing and placing concrete riprap in the canal adjacent to the slope paving toe, and furnishing and placing bedding material with associated geogrid and geotextile fabric under the slope paving and riprap.

All work shall be in accordance with the requirements of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, as amended.

PART 2: MATERIALS:

Materials shall be in accordance with the requirements of the Jefferson Parish typical outfall pipe details, Sheet No. 312 of the plans.

PART 3: SHEETING AND BRACING:

At No Direct Payment, the Contractor shall be responsible for design of sheeting, bracing, and dewatering to maintain stability of excavations for required slope paving, rip rap, and bedding material. Design shall be performed by a Professional Civil Engineer licensed in the State of Louisiana. Submit to Engineer/Owner for review. Excavations of 4 feet or less depth may be stabilized by steel or timber sheeting, or open cut. Excavations deeper than 4 feet shall be stabilized by sheet piles with bracing as required by design. The Contractor is responsible for the protection of the existing canal bank and shall determine whether sheet piles may be removed without causing damage to the bank. Any sheeting left in-place shall be cut-off to an elevation three (3) feet below finished ground. The cost of all labor, equipment, materials, engineering, etc., necessary to design, install, extract, and/or cut-off any sheeting and bracing system, including de-watering, shall be included in and paid for under the contract unit price per each of the slope paving.

PART 4: MEASUREMENT AND PAYMENT:

Measurement for slope pavement outfall shall be per each.

Payment for slope pavement outfall including Portland cement concrete, deformed reinforcing steel, rip rap, excavation, bedding, compacted backfill with insitu material, geogrid, geotextile fabric, sheeting/bracing, de-watering, design of sheeting/bracing/dewatering system, etc. shall be at the contract unit price bid per each, which price and payment shall be full compensation for furnishing all plant, labor, material, equipment and all other incidentals as specified herein and as shown on the drawings.

Payment shall be made under:

ITEM NO. NS-2 "CONCRETE SLOPE PAVEMENT OUTFALL FOR 60" REINFORCED CONCRETE PIPE" paid per EACH.

*** * ***

APPENDIX A

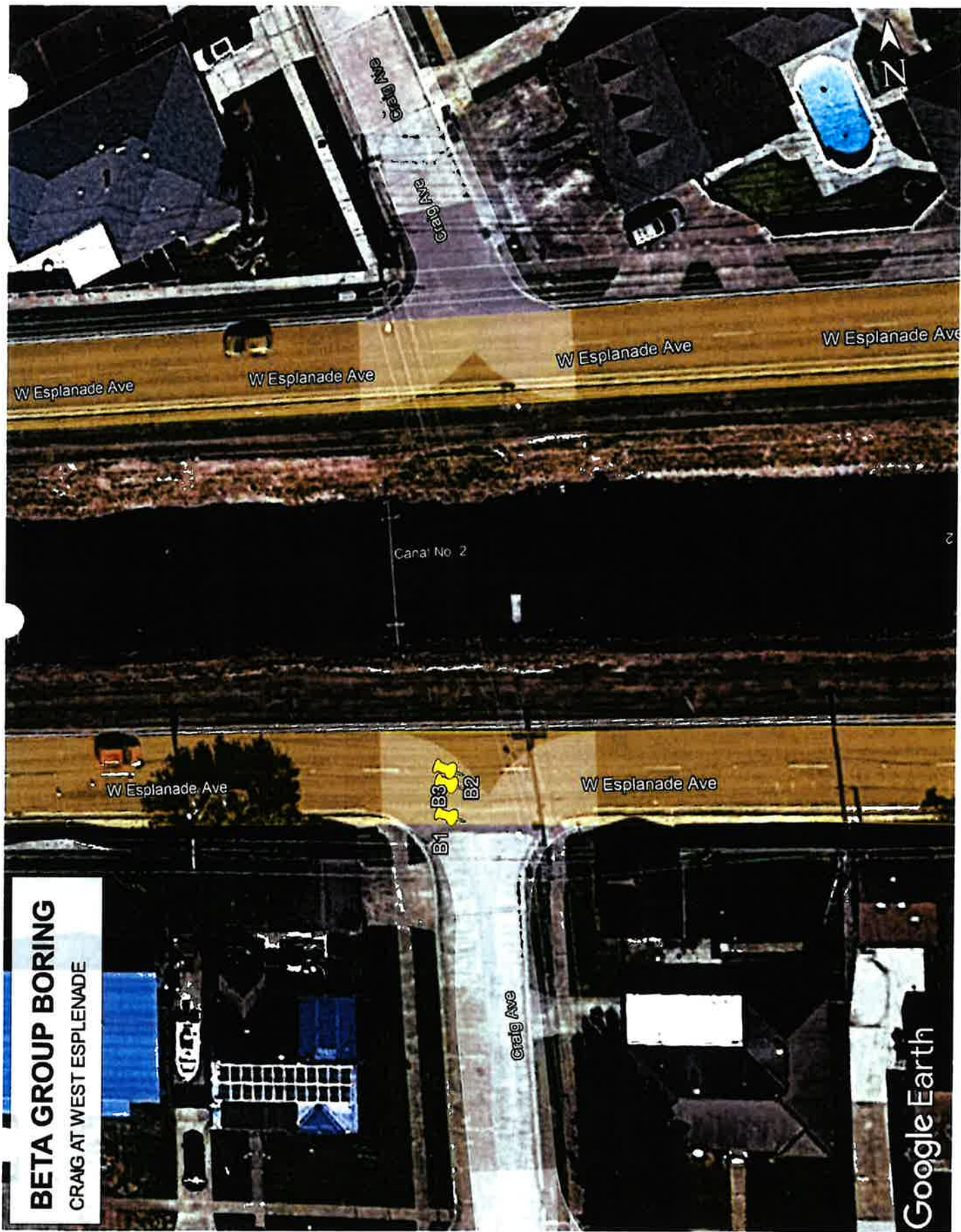






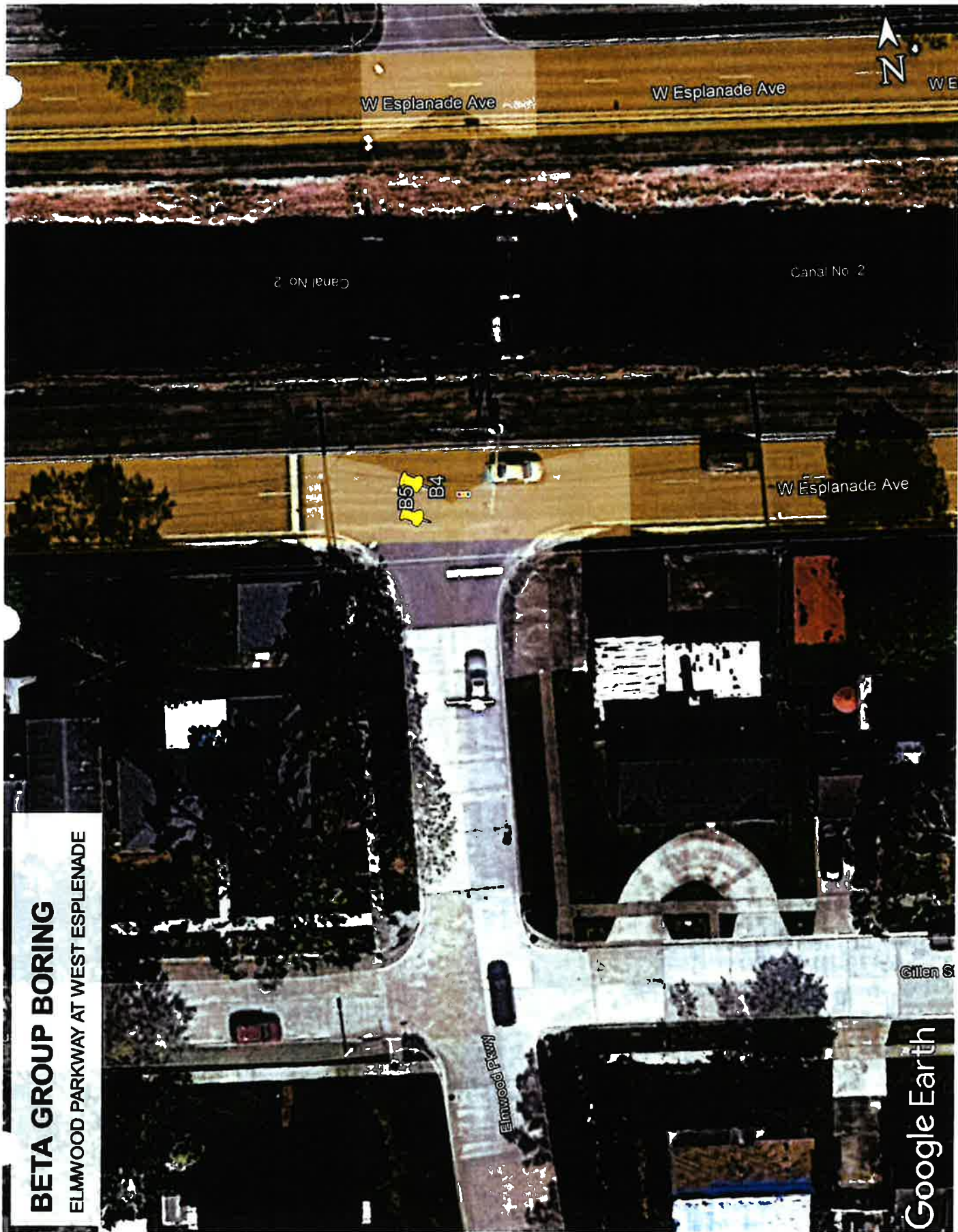






BETA GROUP BORING
CRAIG AT WEST ESPLANADE

Google Earth



BETA GROUP BORING
ELMWOOD PARKWAY AT WEST ESPLANADE



Geotechnical Engineering Report

Craig Avenue Drainage Improvements

Metairie, Louisiana

April 1, 2020

Terracon Project No. ET195063

Prepared for:

Barowka and Bonura Engineers and Consultants

Metairie, Louisiana

Prepared by:

Terracon Consultants, Inc.

New Orleans, Louisiana



April 1, 2020

Barowka and Bonura Engineers and Consultants
209 Canal Street
Metairie, Louisiana 70005



Attn: Mr. Jeff Bonura
P: (504) 828-0030
E: jbonura@bbecllc.com

Re: Geotechnical Engineering Report
Craig Avenue Drainage Improvements
Craig Avenue
Metairie, Louisiana
Terracon Project No. ET195063

Dear Mr. Bonura:

We have completed the Geotechnical Engineering services for the above referenced project. This study was performed in general accordance with Terracon Proposal No. PET195063 dated October 20, 2019. This report presents the findings of the subsurface exploration and provides geotechnical recommendations concerning earthwork and the design and construction of foundations, floor slabs, and pavements for the proposed project.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report or if we may be of further service, please contact us.

Sincerely,
Terracon Consultants, Inc.



FOR  Stephen Greaber, P.E.
Principal

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Note: This report was originally delivered in a web-based format. **Orange Bold** text in the report indicates a referenced section heading. The PDF version also includes hyperlinks which direct the reader to that section and clicking on the **GeoReport** logo will bring you back to this page. For more interactive features, please view your project online at client.terracon.com.

ATTACHMENTS

EXPLORATION AND TESTING PROCEDURES
SITE LOCATION AND EXPLORATION PLANS
EXPLORATION RESULTS
SUPPORTING INFORMATION

Note: Refer to each individual Attachment for a listing of contents.

Geotechnical Engineering Report
Craig Avenue Drainage Improvements
Craig Avenue
Metairie, Louisiana
Terracon Project No. ET195063
April 1, 2020

INTRODUCTION

This report presents the results of our subsurface exploration and geotechnical engineering services performed for the proposed drainage line replacement to be located at Craig Avenue in Metairie, Louisiana. The purpose of these services is to provide information and geotechnical engineering recommendations relative to:

- Subsurface soil conditions
- Groundwater conditions
- Site preparation and earthwork
- Seismic site classification per IBC
- Demolition considerations
- Utility bearing considerations

The geotechnical engineering Scope of Services for this project included the advancement of four test borings to depths ranging from approximately 24 to 40 feet below existing site grades.

Maps showing the site and boring locations are shown in the **Site Location** and **Exploration Plan** sections, respectively. The results of the laboratory testing performed on soil samples obtained from the site during the field exploration are included on the boring logs in the **Exploration Results** section.

SITE CONDITIONS

The following description of site conditions is derived from our site visit in association with the field exploration and our review of publicly available geologic and topographic maps.

Item	Description
Parcel Information See Site Location .	The project is located at Craig Avenue in Metairie, Louisiana. Latitude: 30.0146°/Longitude: -90.2205° (approximate center of site) (See Exhibit D)
Existing Improvements	Existing roadway within a residential subdivision. Subsurface drainage is present along the street behind the curb. Power poles along east side of Craig Avenue.
Current Ground Cover	Concrete pavement and adjacent sidewalks with grass area between. Pavements and sidewalks appear to have been patched and repaired relatively recently.

PROJECT DESCRIPTION

Our initial understanding of the project was provided in our proposal and was discussed during project planning. A period of collaboration has transpired since the project was initiated, and our final understanding of the project conditions is as follows:

Item	Description
Information Provided	Information was provided by Mr. Jeff Bonura via e-mail dated August 23, 2019. A plan and profile survey of the existing drainage pipe, dated February 10, 2020, was also provided.
Project Description	<p>The project consists of the installation of a new drain line along an approximately 2,000 linear foot alignment along Craig Drive. The existing drain line predominantly consists of a 36-inch diameter RCP. The new drain line will consist of 60 to 72-inch diameter pipe. The project will involve the installation of drainage structures (e.g., catch basins, inlets, etc.) at every street intersection.</p> <p>The current plans call for installation of the new pipe in the same alignment as the existing pipe, and the existing pipe is located adjacent to the edge of the existing roadway (generally beneath the grass area between the sidewalk and the curb). As planned, the excavations for the planned pipe replacement would be within about 10 feet of existing nearby residential structures, and perhaps less than 10 feet from some residential features such as pools and outbuildings/patio slabs.</p>
Proposed Structure	The drainage structures are expected to be about 10 feet by 8 feet.
Grading	Finished grades expected to match existing grade.
Below-Grade Structures	The invert of the existing pipe is about 7 to 8 feet below top of pavement. Since the new pipe will be larger, it is expected that the invert of the new pipe will be about 10 feet below existing site grades.
Pavements	It is assumed that pavement and sidewalk areas that are disturbed during construction will be repaired to match the existing pavement/sidewalk section.

GEOTECHNICAL CHARACTERIZATION

Subsurface Profile

We have developed a general characterization of the subsurface soil and groundwater conditions based upon our review of the data and our understanding of the geologic setting and planned construction. The following table provides our geotechnical characterization.

Geotechnical Engineering Report

Craig Avenue Drainage Improvements ■ Metairie, Louisiana

April 1, 2020 ■ Terracon Project No. ET195063



The geotechnical characterization forms the basis of our geotechnical calculations and evaluation of site preparation and pavement options. As noted in **General Comments**, the characterization is based upon widely spaced exploration points across the site, and variations are likely.

Stratum	Approximate Depth to Bottom of Stratum (feet) ¹	Material Description	Consistency
Surface	6 inches	Concrete Pavement	N/A
1	4	Sand – FILL	Very loose to loose
2	6 to 8	Lean/Fat Clay with Organics and layers of Organic Clay (OH) or Peat (Pt)	Very Soft to Soft
3	Undetermined: Borings terminated within this stratum at the planned depth of approximately 24 to 40 feet	Fat Clay	Very Soft to Soft

1. Referenced from top of surface at boring location

Conditions encountered at each boring location are indicated on the individual boring logs shown in the **Exploration Results** section and are attached to this report. Stratification boundaries on the boring logs represent the approximate location of changes in fill and native soil types; in situ, the transition between materials may be gradual or change between and away from boring locations.

Groundwater Conditions

The boreholes were observed while auger drilling for the presence and level of groundwater. For borings that encountered groundwater, the drilling operations were suspended for about 15 minutes to observe the change in water level over that time period. Rotary wash drilling masks further detection of groundwater. The water levels observed in the boreholes can be found on the boring logs in **Exploration Results**, and are summarized below.

Groundwater was observed in the four soil borings that were drilled. Typically, initially groundwater was encountered at a depth of about 12 feet and it typically rose to a depth of about 10 feet after a 15 minute delay reading. The groundwater levels observed during drilling may not necessarily be stable groundwater levels. Due to the low permeability of some of the soils encountered in the borings, a relatively long period may be necessary for a groundwater level to develop and stabilize

in a borehole. Long term observations in piezometers or observation wells sealed from the influence of surface water are often required to define groundwater levels in materials of this type.

Groundwater level fluctuations occur due to seasonal variations in the amount of rainfall, runoff river levels, and other factors not evident at the time the borings were performed. Therefore, groundwater levels during construction or at other times in the life of the structure may be higher or lower than the levels indicated on the boring logs. The possibility of groundwater level fluctuations should be considered when developing the design and construction plans for the project. It is not unusual for ground water to be within a few feet of the ground surface in this geologic setting.

GEOTECHNICAL OVERVIEW

Below the pavements, the near surface soils encountered at the project site consist of silty sand fill material. The surface soils are expected to be relatively stable during construction. To reduce potential for surface instability, effective drainage should be completed early in the construction sequence and maintained during and after construction. If possible, the excavation and grading should be performed during the warmer and drier time of the year. If grading is performed during the winter months or at times with persistent rain, an increased risk for possible undercutting and replacement of unstable subgrade or the need for other mitigation measures will persist. Additional site preparation recommendations, including fill materials and placement, are provided in the **Earthwork** section.

The planned invert depth of the new RCP pipes will be about 8 to 9 feet below existing grade considering that the invert depth of the existing pipe is about 7 to 8 feet, and the new pipe will be larger. Another, 2 to 3 feet of excavation below the invert bottom will likely be needed to accommodate the bedding material. Therefore, the total anticipated construction excavation depth is expected to be about 12 feet below existing top of pavement. It is expected that very soft fat clay and organic soils identified at the boring locations will be encountered during excavation and at the planned excavation bottom. These soils are prone to further softening with disturbance, and will be difficult to work with during construction. A bedding material of sufficient thickness and compaction must be placed beneath the pipes to aid in uniformly distributing their load to help minimize subsidence, and provide an adequate working platform during construction. Considering the expected organic laden and very soft fat clay soils at the anticipated bedding subgrade, it is recommended that a layer of timber matting be specified to improve the relative support conditions below the minimum bedding thickness as specified by Jefferson Parish Department of Engineering Typical RCP Pipe Trench Details sheet dated 10-28-2019.

Consideration also needs to be given to the appropriate shoring for the planned excavations, given the proximity of the planned excavation to the existing residential structures and pavements. The excavation will be performed within the footprint of the existing drainage pipe, which is located on the western edge of the road in the public right of way that encompasses green area between

Geotechnical Engineering Report

Craig Avenue Drainage Improvements ■ Metairie, Louisiana

April 1, 2020 ■ Terracon Project No. ET195063



the sidewalk and the existing road. Since the excavation will be performed in a developed area with existing roadway and other improvements (e.g., residential structures, swimming pools, sidewalks, utilities, etc.) adjacent to the excavation, it will be important to minimize the lateral movement and settlement of soils adjacent to the excavation. Based on the plan sheet, the edge of the planned excavation will likely be within 10 to 15 feet of existing residential structures and about 5 to 10 feet from a swimming pool at one residence.

The lateral movement and settlement of soils during the excavation could lead to undermining the stability of the adjacent roadway and other structures. The subsoils at the site predominantly consist of near surface sand underlain by very soft clay and organic clay; these soils, especially the very soft clays, are prone to lateral movement during an excavation. The lateral movement and any prolonged dewatering of an excavation could also lead to settlement of the soils around the excavation. A relatively stiff shoring system with appropriate penetration below the planned bedding subgrade is needed to prevent lateral squeeze and/or basal heave, and reduce seepage into the excavation. Per Jefferson Parish standards, if timber sheeting is used, they must remain in place and cut off a minimum of 3 feet below finished grade. Driven temporary sheet pile is perhaps a superior option since it is expected to be substantially more rigid and can act as a seepage cut-off. Design of the construction excavation is outside the scope of our services and the responsibility of the Contractor. We have provided soil parameters that can be utilized by others to design shoring system for the planned excavations. Alternatively, consideration could also be given to placing the new pipe near the centerline of the existing roadway which could help reduce some of the risk associated with potential movement of adjacent structures by placing the excavation further away from the nearby residential features.

The **General Comments** section provides an understanding of the report limitations.

EARTHWORK

Earthwork is anticipated to include demolition of existing pavements, excavations, installation of bedding, and fill placement. The following sections provide recommendations for use in the preparation of specifications for the work. The designer should refer to Jefferson Parish standards for utility construction for applicable specifications and details. Recommendations include critical quality criteria, as necessary, to render the site in the state considered in our geotechnical engineering evaluation pavements.

Site Preparation

Subgrade preparation at the pipe invert is expected to include, but not be limited to, removal of any existing loose or silted-in bottom material, excessively organic laden materials, and other deleterious materials. Subsequently, it is anticipated that a deeper excavation may likely be needed to accommodate the bedding material for the RCP and any underlying prepared bottom

(e.g., seal slab, tremie slab, timbers, etc.). This deeper excavation should be considered by the Contractor in the design of their shoring system.

After excavating down to the required depth, the exposed excavation bottom should be visually inspected by a representative of the Geotechnical Engineer. If extremely wet/soft soils are encountered at the excavation bottom (likely) consideration should be given to placing a seal slab, tremie slab, or timber matting of adequate thickness to provide a stable excavation bottom/construction platform prior to placing bedding material. Visual inspection of the excavation bottom and filling activities should be witnessed by a representative of the Geotechnical Engineer, performed during a period of generally dry weather and after establishing proper groundwater control within a stable construction shoring/cofferdam.

Fill Material Types

Fill required to achieve design grade should be classified as structural fill and general fill. Structural fill is material used below pavements or other structural areas. General fill is material used to achieve grade outside of these areas, like landscaped/green areas. Earthen materials used for backfilling of utility excavations should meet the following material property requirements:

Soil Type ^{1,2}	USCS Classification	Acceptable Parameters (for Structural Fill)
Imported River Sand	SP, SP-SM	Less than 10% Passing No. 200 sieve
Bedding Material ≤30" Diameter	GP, GM	LADOTD #610 Limestone or similarly graded crushed recycled concrete.
Bedding Material >30" Diameter	GP	LADOTD #57 Limestone or similarly graded crushed recycled concrete.

1. Should consist of approved materials free of organic matter and debris. A sample of each material type should be submitted to the Geotechnical Engineer for evaluation prior to use on this site.
2. See Jefferson Parish Standard Plans for details regarding geotextiles and geogrid placement in bedding materials and associated piping.

Fill Compaction Requirements

Structural and general fill should meet the following compaction requirements.

Item	Structural Fill	General Fill
Maximum Lift Thickness	9 inches or less in loose thickness when heavy, self-propelled compaction equipment is used. 12 inches or less in loose thickness for 57 stone when heavy, self-propelled compaction equipment is used 4 to 6 inches in loose thickness when hand-guided equipment (i.e. jumping jack or plate compactor) is used.	Same as Structural fill.
Minimum Compaction Requirements ^{1, 2, 3}	95% of maximum dry density below pavement subgrade and other structural areas. Bedding Material ≤30" Diameter: 97% of maximum dry density Bedding Material >30" Diameter: 75% of relative density.	Same as Structural fill
Water Content Range ¹	Granular: -3% to +3% of optimum 610 Limestone: -2% to +2% of optimum	As required to achieve min. compaction requirements.

1. Maximum density and optimum water content as determined by the standard Proctor test (ASTM D 698). Relative density of open graded #57 stone as determined by ASTM D-4253 and D4254. The moisture content and compaction should be measured for each lift of engineered fill during placement. Should the results of the in-place density tests indicate the specified moisture or compaction limits have not been met, the area represented by the test should be reworked and retested as required until the specified moisture and compaction requirements are achieved.
2. For moisture levels of granular material, it is also appropriate to be conditioned at workable levels to allow for satisfactory compaction to be achieved without the cohesionless fill material pumping when proof-rolled. Open graded stone should be compacted/oriented while dewatered. For moisture levels of granular material, it is also appropriate to be conditioned at workable levels to allow for satisfactory compaction to be achieved without the cohesionless fill material pumping when proof-rolled.

Earthwork Construction Considerations

Shallow excavations for the proposed structure, are anticipated to be accomplished with conventional construction equipment; however soft soils above, at, and below the anticipated inverts will create difficult excavation conditions. Construction traffic over the completed subgrades should be avoided to the extent practical. The site should also be graded to prevent ponding of surface water on the prepared subgrades or in excavations. Water collecting over, or adjacent to, construction areas should be removed.

As discussed previously, the fat clay subsoils encountered at the anticipated invert of the proposed pipes are subject to a loss in shear strength due to reworking or poor excavation water infiltration control. Based on the results of subsurface exploration, it is believed that infiltration of groundwater at the planned excavation invert can likely be controlled with use of conventional sheet pile shoring and frequent sump pumping. In any event, it is recommended that excavations

Geotechnical Engineering Report

Craig Avenue Drainage Improvements ■ Metairie, Louisiana

April 1, 2020 ■ Terracon Project No. ET195063



be backfilled as soon as practical to avoid long term pumping which could result in a general lowering of the water table and associated areal settlement. This is of particular importance considering the proximity of the proposed construction to existing residential structures.

Based on the planned invert depth, and the groundwater depth at the time of our field exploration, the Contractor should be prepared to implement dewatering measures (e.g., sumps and pumps) necessary to facilitate installation of the pipes. For the purposes of shoring design, it is suggested that the designer consider that ground water is coincident with the ground surface.

As a minimum, excavations should be performed in accordance with OSHA 29 CFR, Part 1926, Subpart P, "Excavations" and its appendices, and in accordance with any applicable local, and/or state regulations. The contractor should evaluate the potential for basal heave and other excavation related instability for any excavations deeper than 4 feet.

Construction site safety is the sole responsibility of the contractor who controls the means, methods, and sequencing of construction operations. Under no circumstances shall the information provided herein be interpreted to mean Terracon is assuming responsibility for construction site safety, shoring design, dewatering, or any of the contractor's activities; such responsibility shall neither be implied nor inferred.

Construction Observation and Testing

The earthwork efforts should be monitored under the direction of the Geotechnical Engineer. Monitoring should include documentation of adequate removal of organic laden soils and verification of suitable bearing conditions at the planned bedding subgrade layer.

Each lift of compacted bedding and fill should be tested, evaluated, and reworked as necessary until approved by the Geotechnical Engineer prior to placement of additional lifts. Each lift of fill should be tested for density and water content at a frequency of at least one test for every 50 linear feet of compacted utility trench backfill.

In areas of foundation excavations, the bearing subgrade should be evaluated under the direction of the Geotechnical Engineer. If unanticipated conditions are encountered, the Geotechnical Engineer should prescribe mitigation options.

In addition to the documentation of the essential parameters necessary for construction, the continuation of the Geotechnical Engineer into the construction phase of the project provides the continuity to maintain the Geotechnical Engineer's evaluation of subsurface conditions, including assessing variations and associated design changes.

ALLOWABLE BEARING CAPACITY

Based on the borings and laboratory test data, analyses were made to estimate the net allowable bearing capacity of the subsoils below the predicted bedding subgrade for the new storm drain pipes. Considering an invert depth that is 10 to 12 feet below existing grade, **the net allowable bearing capacity is estimated to be 500 pounds per square foot (psf) near the invert.** The bearing capacity increases as backfill is placed around and over the pipes and the construction case is believed most critical.

BEDDING

The results of the subsurface exploration from widely spaced borings indicate that very soft to soft fat clays will be encountered at the anticipated bedding subgrade considering the invert of the expected pipes. Consequently, a sufficient thickness of bedding material will be needed to adequately support the RCP/RCPA pipes to distribute the load, minimize initial subsidence, and to provide an adequate working platform during construction. As previously outlined, we recommend that either a 4-inch thick seal slab/flowable fill layer or a layer of minimum 4-inch thick timbers be placed at the bottom of the planned bedding layer to provide a more serviceable working surface to compact the bedding material. The bedding should comply with the following requirements as detailed in the Jefferson Parish Standard Plans:

- Based on a net maximum allowable bearing capacity of 500 psf at the anticipated RCP/RCPA culvert invert, bedding should be at least 26 inches in thickness if the RCP/RCPA pipe diameter is less than 42 and 48 inches, respectively, 30 inches if the RCP/RCPA pipe diameter is less than 54 and 60 inches, respectively, and 40 inches if the RCP/RCPA pipe diameter is greater than 60 and 72 inches, respectively. The bedding should be underlain by geotextile fabric (if flowable fill/seal slab/tremie slab is not utilized) and consist of densified well-graded, free draining media, meeting the gradation of No. 57 stone (ASTM C33);
- Two layers of geogrid (Tensar BX1200 or equivalent) should be placed, one at the base of the subgrade/seal slab and another 10 inches above the subgrade.
- Bedding should extend a minimum of 2 feet beyond the edge of either side of the RCP/RCPA culvert;
- Bedding should terminate 2 feet from the exposed end of the RCP culvert and compacted structural clay fill placed to reduce the infiltration of water and related piping under the RCP culvert; and
- RCP/RCPA should be side-bedded to at least the mid-height of the pipe or to the pipe spring line if arch pipe is used and geotextile fabric extending from below the bedding stone and wrapping around and over the top of the No. 57 stone.

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Jefferson Parish Typical Concrete Drainage Pipe Trench Details should be utilized during construction but with the minimum aggregate bedding thickness detailed above. A geotextile fabric should be placed at the interface of the bedding material with the natural soil subgrade and sidewalls to minimize migration of soils into the bedding material which may result in loss of support. In addition, a geotextile fabric should be placed around the RCP pipe at each joint to reduce potential migration of the sand fill or base into the joints of the pipe; or, the pipe joints and lift holes should include an appropriate sealing ring or mastic to ensure the RCP pipe is watertight. A geotextile fabric beneath the bedding material may not be needed if flowable fill, seal slab, or tremie slab are utilized to prepare the subgrade at the invert. However, a geotextile fabric around the RCP pipe is recommended regardless of the subgrade preparation method utilized. The Jefferson Parish Typical Trench Detail also calls for multiple layers of geogrid placed within the bedding material as described above.

CONSTRUCTION SHORING PARAMETERS

As previously discussed, the use of steel sheeting, with a tip penetration below the excavation bottom, is recommended for use to shore the excavation in order to reduce the potential for lateral movement or basal heave. As previously discussed, the design of construction shoring is outside our scope of services and should be the responsibility of the Contractor. The following soil parameters can be utilized by others to aid in their design of the shoring system.

Depth Increment ¹ (feet)	Soil Type	Total Unit Weight (pcf)	Cohesion (psf)	Friction Angle (degrees)
0 – 2	Silty Sand Fill	110	--	30
2 – 4	Peat / Organic Clay	90	200	--
4 – 8	Lean Clay	110	250	--
8 – 24	Fat Clay	105	130	--
24 – 40	Fat Clay	110	200	--

1. From existing grade.

2. Ground water should be assumed to be coincident with the ground surface.

The sheeting could be extracted after backfilling the excavation. However some movement/settlement of the open graded pipe bedding will occur with time as the void left from

the sheet piles extraction closes. In view of this, consideration could be given to leaving the piles in place if the potential for movements is intolerable. Jefferson Parish standards specifically require that timber sheeting, if used, must be left in place and cutoff three feet below finished grade. If sheet piles are installed within the planned pavement area and will remain in place, the sheet piles similarly should be cut off at least 3 ft. below the bottom of the new pavement section to reduce the risk for surface protrusions in the future.

GENERAL COMMENTS

Our analysis and opinions are based upon our understanding of the project, the geotechnical conditions in the area, and the data obtained from our site exploration. Natural variations will occur between exploration point locations or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until during or after construction. Terracon should be retained as the Geotechnical Engineer, where noted in this report, to provide observation and testing services during pertinent construction phases. If variations appear, we can provide further evaluation and supplemental recommendations. If variations are noted in the absence of our observation and testing services on-site, we should be immediately notified so that we can provide evaluation and supplemental recommendations.

Our Scope of Services does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

Our services and any correspondence or collaboration through this system are intended for the sole benefit and exclusive use of our client for specific application to the project discussed and are accomplished in accordance with generally accepted geotechnical engineering practices with no third-party beneficiaries intended. Any third-party access to services or correspondence is solely for information purposes to support the services provided by Terracon to our client. Reliance upon the services and any work product is limited to our client, and is not intended for third parties. Any use or reliance of the provided information by third parties is done solely at their own risk. No warranties, either express or implied, are intended or made.

Site characteristics as provided are for design purposes and not to estimate excavation cost. Any use of our report in that regard is done at the sole risk of the excavating cost estimator as there may be variations on the site that are not apparent in the data that could significantly impact excavation cost. Any parties charged with estimating excavation costs should seek their own site characterization for specific purposes to obtain the specific level of detail necessary for their costing. Site safety, and cost estimating including, excavation support, and dewatering requirements/design are the responsibility of others. If changes in the nature, design, or location of the project are planned, our conclusions and recommendations shall not be considered valid unless we review the changes and either verify or modify our conclusions in writing.

ATTACHMENTS

EXPLORATION AND TESTING PROCEDURES

Field Exploration

Number of Locations	Type of Exploration	Boring Depth (feet)	Drilled Location
2	Borings	24	Planned project alignment
2	Borings	40	

Boring Layout and Elevations: Unless otherwise noted, Terracon personnel provided the boring layout. Coordinates were obtained with a handheld GPS unit (estimated horizontal accuracy of about ± 10 feet) and approximate elevations were estimated from the most recent Google Earth™ imagery and the accuracy of the ground surface at each point is probably about 2 feet. If elevations and a more precise boring layout are desired, we recommend borings be surveyed following completion of fieldwork.

Subsurface Exploration Procedures: We advanced the borings with a ATV-mounted rotary drill rig using continuous flight augers (solid stem) and wet rotary drilling techniques. Samples were continuously obtained in the upper 10 feet of each boring and at maximum intervals of 5 feet thereafter. In the thin-walled tube sampling procedure, a thin-walled, seamless steel tube with a sharp cutting edge was pushed hydraulically into the soil to obtain a relatively undisturbed sample. In the split-barrel sampling procedure, a standard 2-inch outer diameter split-barrel sampling spoon was driven into the ground by a 140-pound automatic hammer falling 30 inches. The number of blows required to advance the sampling spoon the last 12 inches of a normal 18-inch penetration is recorded as the Standard Penetration Test (SPT) resistance value. The SPT resistance values, also referred to as N-values, are indicated on the boring logs at the test depths. We observed and recorded groundwater levels during drilling and sampling. For safety purposes, all borings were backfilled with auger cuttings or cement-bentonite grout, consistent with state regulations, upon completion. Pavements were patched with pre-mixed concrete.

The sampling depths, penetration distances, and other sampling information was recorded on the field boring logs. The samples were placed in appropriate containers and taken to our soil laboratory for testing and classification by a Geotechnical Engineer. Our exploration team prepared field boring logs as part of the drilling operations. These field logs included visual classifications of the materials encountered during drilling and our interpretation of the subsurface conditions between samples. Final boring logs were prepared from the field logs. The final boring logs represent the Geotechnical Engineer's interpretation of the field logs and include modifications based on observations and tests of the samples in our laboratory.

Laboratory Testing

The project engineer reviewed the field data and assigned laboratory tests to understand the engineering properties of the various soil strata, as necessary, for this project. Procedural standards noted below are for reference to methodology in general. In some cases, variations to methods were applied because of local practice or professional judgment. Standards noted below include reference to other, related standards. Such references are not necessarily applicable to describe the specific test performed.

- ASTM D2216-10 Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
- ASTM D4318-10e1 Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
- ASTM D6913-17/D6913M-17 Standard Test Methods for Particle-Size Distribution (Gradation) of Soils Using Sieve Analysis
- ASTM D2850-15 Standard Test Method for Unconsolidated-Undrained Triaxial Compression Test on Cohesive Soils

The laboratory testing program often included examination of soil samples by an engineer. Based on the material's texture and plasticity, we described and classified the soil samples in accordance with the Unified Soil Classification System.

SITE LOCATION AND EXPLORATION PLANS

Contents:

Site Location Plan
Exploration Plan

Note: All attachments are one page unless noted above.

TOPOGRAPHIC MAP IMAGE COURTESY OF THE U.S. GEOLOGICAL SURVEY
QUADRANGLES INCLUDE: LA BRANCHE, LA (1/11/1999); INDIAN BEACH, LA (1/11/1998);
LULING, LA (1/11/1998) and NEW ORLEANS WEST, LA (1/11/1998).

ACTUAL EXPLORATION PLAN

Craig Avenue Drainage Improvements ■ Kenner, LA
March 18, 2020 ■ Terracon Project No. ET195063

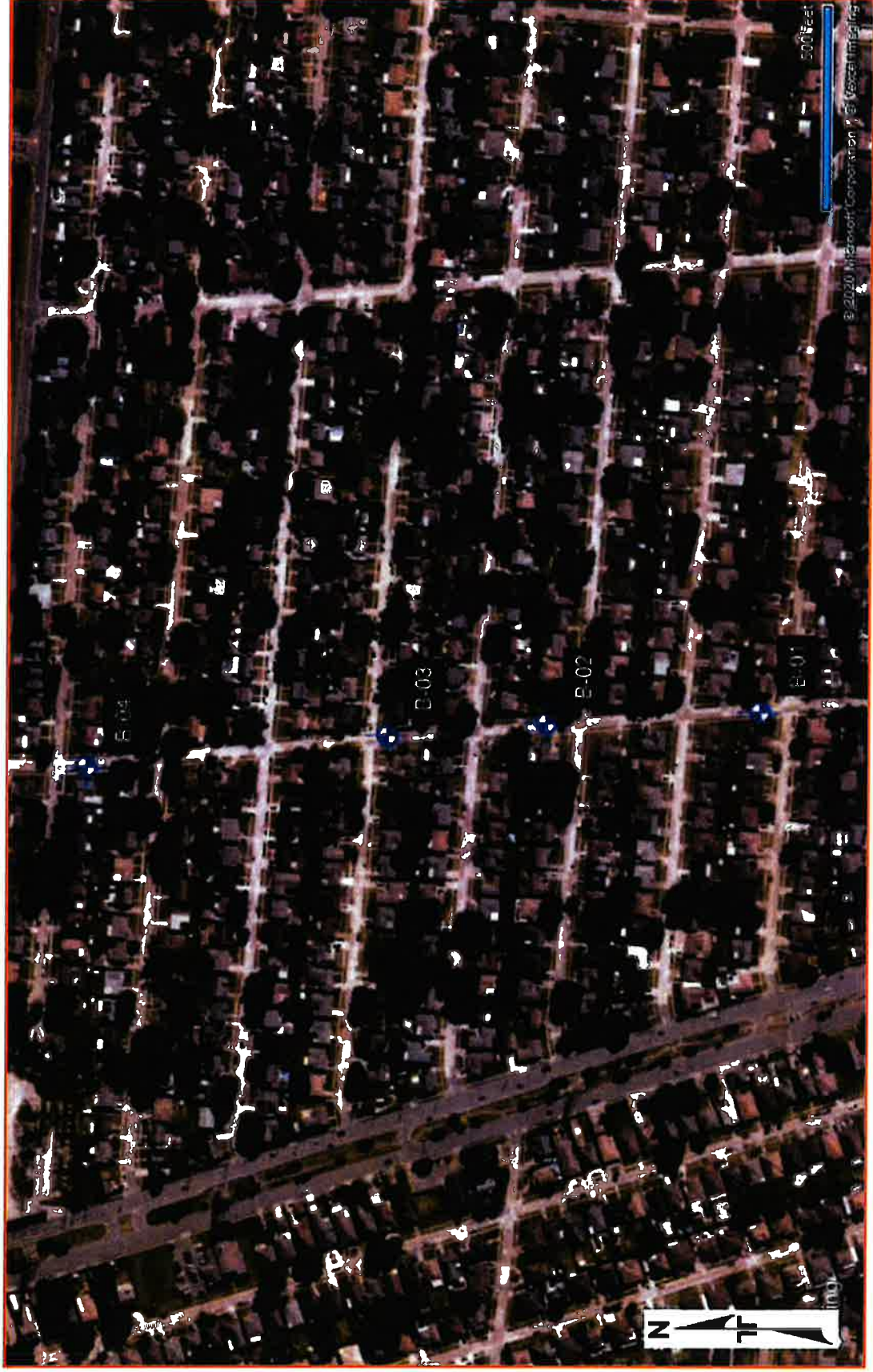


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT
INTENDED FOR CONSTRUCTION PURPOSES

AERIAL PHOTOGRAPHY PROVIDED BY
MICROSOFT BING MAPS

EXPLORATION RESULTS

Contents:

Boring Logs (B-01 through B-04)

Note: All attachments are one page unless noted above.

BORING LOG NO. B-01

Page 1 of 1

PROJECT: Craig Avenue Drainage Improvements

CLIENT: Barowka & Bonura Engineers & Consultants LLC
Matairie, LA

SITE: Craig Avenue
Kenner, LA

GRAPHIC LOG	LOCATION See Exploration Plan		DEPTH (FL)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS	STRENGTH TEST					WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS		PERCENT FINES
	TEST TYPE	COMPRESSIVE STRENGTH (tsf)					STRAIN (%)	CONFINING PRESSURE (tsf)	LL-PL-PI							
Latitude: 30.0134° Longitude: -90.2205°		Approximate Surface Elev.: 0 (FL) +/-														
DEPTH		ELEVATION (FL)														
0.5		CONCRETE, 6" thick concrete		-0.5+/-												
1.0		FILL - POORLY GRADED SAND (SP), brown, 6" thick sand base		-1+/-		3-3-3 N=6					22				25	
		FILL - SILTY SAND (SM), gray, loose														
4.0				-4+/-		3-3-5 N=8					22					
		LEAN CLAY (CL), with organics and trace sand, black and gray, soft														
5											39			39-20-19	99	
8.0		FAT CLAY (CH), gray, very soft		-8+/-												

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Rope and Cathead

Advancement Method:
Auger 0'-24'

See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (if any).

Notes:

Abandonment Method:
Boring backfilled with Auger Cuttings and/or Bentonite
Surface capped with concrete

See Supporting Information for explanation of symbols and abbreviations.

WATER LEVEL OBSERVATIONS

While drilling
After 15 minutes

Terracon
524 Elmwood Park Blvd, Ste 170
New Orleans, LA

Boring Started: 03-11-2020

Boring Completed: 03-11-2020

Drill Rig: Andco truck rig

Driller: T. Landry

Project No.: ET195063

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL ET195063 CRAIG AVENUE DRAINAGE IMPROVEMENTS GDT 3/31/20

BORING LOG NO. B-02





Page 1 of 1

PROJECT: Craig Avenue Drainage Improvements

CLIENT: Barowka & Bonura Engineers & Consultants LLC
Matairie, LA

SITE: Craig Avenue
Kenner, LA

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT: GEO SMART LOG-NO WELL ET195063 CRAIG AVENUE DRAINAGE IMPROVEMENTS TERRACON DATATEMPLATE.GDT 3/3/120

GRAPHIC LOG	LOCATION See Exploration Plan Latitude: 30.0148° Longitude: -90.2206° Approximate Surface Elev.: 0 (Ft.) +/-	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS	STRENGTH TEST				WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS LL-PL-Pi	PERCENT FINES
						TEST TYPE	COMPRESSIVE STRENGTH (tsf)	STRAIN (%)	CONFINING PRESSURE (psf)				
	CONCRETE, 6" thick concrete	0.5			4-5-3 N=8					18			24
	FILL - POORLY GRADED SAND (SP), brown, 6" thick sand base	1.0			1-2-1 N=3								
	FILL - SILTY SAND (SM), gray, very loose to loose	4.0											
	FAT CLAY (CH), with organics and trace sand, gray to dark gray, soft	6.0								49		50-21-29	
	LEAN CLAY (CL), with organics, gray, soft	8.0				UU	0.29	15	3	33	90	39-21-18	86
	FAT CLAY (CH), gray, very soft												
		10				UU	0.13	12.6	5	46	75	92-25-67	87
		15											
	with organics	20								71			
		25				UU	0.22	14.5	10	66	66	96-28-68	
	with organics	30								71			
	with organics	35				UU	0.22	13.4	14	71	65	109-30-79	
		40								77			
	with organics	40.0											
	Boring Terminated at 40 Feet												

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Rope and Cathead

Advancement Method:
Auger 0'-16'
Rotary wash 16'-40'



See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (if any).

Notes:

Abandonment Method:
Boring backfilled with Auger Cuttings and/or Bentonite
Surface capped with concrete

See Supporting Information for explanation of symbols and abbreviations.

WATER LEVEL OBSERVATIONS

 While drilling
 After 15 minutes

Terracon
524 Elmwood Park Blvd, Ste 170
New Orleans, LA

Boring Started: 03-11-2020

Boring Completed: 03-11-2020

Drill Rig: Ardco truck rig

Driller: T. Landry

Project No.: ET195063

BORING LOG NO. B-03

Page 1 of 1

PROJECT: Craig Avenue Drainage Improvements

CLIENT: Barowka & Bonura Engineers & Consultants LLC
Matairie, LA

SITE: Craig Avenue
Kenner, LA

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL ET195063 CRAIG AVENUE DRAINAGE IMPROVEMENTS DATATEMPLATE.GDT 3/3/17/20

GRAPHIC LOG	LOCATION See Exploration Plan Latitude: 30.0158° Longitude: -90.2207° Approximate Surface Elev.: 0 (Ft.) +/-	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS	STRENGTH TEST				WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS	PERCENT FINES
						TEST TYPE	COMPRESSIVE STRENGTH (tsf)	STRAIN (%)	CONFINING PRESSURE (psf)				
												LL-PL-PI	
DEPTH													

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Rope and Cathead

Advancement Method:
Auger 0'-24'

See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (if any).

Notes:

Abandonment Method:
Boring backfilled with Auger Cuttings and/or Bentonite
Surface capped with concrete

See Supporting Information for explanation of symbols and abbreviations.

WATER LEVEL OBSERVATIONS

While drilling
After 15 minutes

Terracon
524 Elmwood Park Blvd, Ste 170
New Orleans, LA

Boring Started: 03-12-2020

Boring Completed: 03-12-2020

Drill Rig: Andco truck rig

Driller: T. Landry

Project No.: ET195063

Page 1 of 1

CLIENT: Barowka & Bonura Engineers & Consultants LLC
Matairie, LA

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL ET195063 CRAIG AVENUE DRA\GPJ TERRACON DATATEMPLATE.GDT 3/31/20

SUPPORTING INFORMATION

Contents:

General Notes

Unified Soil Classification System

Note: All attachments are one page unless noted above.

UNIFIED SOIL CLASSIFICATION SYSTEM

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests ^A				Soil Classification		
				Group Symbol	Group Name ^B	
Coarse-Grained Soils: More than 50% retained on No. 200 sieve	Gravels: More than 50% of coarse fraction retained on No. 4 sieve	Clean Gravels: Less than 5% fines ^C	$Cu \geq 4$ and $1 \leq Cc \leq 3$ ^E	GW	Well-graded gravel ^F	
			$Cu < 4$ and/or $[Cc < 1 \text{ or } Cc > 3.0]$ ^E	GP	Poorly graded gravel ^F	
		Gravels with Fines: More than 12% fines ^C	Fines classify as ML or MH	GM	Silty gravel ^{F, G, H}	
			Fines classify as CL or CH	GC	Clayey gravel ^{F, G, H}	
	Sands: 50% or more of coarse fraction passes No. 4 sieve	Clean Sands: Less than 5% fines ^D	$Cu \geq 6$ and $1 \leq Cc \leq 3$ ^E	SW	Well-graded sand ^I	
			$Cu < 6$ and/or $[Cc < 1 \text{ or } Cc > 3.0]$ ^E	SP	Poorly graded sand ^I	
		Sands with Fines: More than 12% fines ^D	Fines classify as ML or MH	SM	Silty sand ^{G, H, I}	
			Fines classify as CL or CH	SC	Clayey sand ^{G, H, I}	
Fine-Grained Soils: 50% or more passes the No. 200 sieve	Silts and Clays: Liquid limit less than 50	Inorganic:	$PI > 7$ and plots on or above "A" line ^J	CL	Lean clay ^{K, L, M}	
			$PI < 4$ or plots below "A" line ^J	ML	Silt ^{K, L, M}	
		Organic:	Liquid limit - oven dried	< 0.75	OL	Organic clay ^{K, L, M, N}
			Liquid limit - not dried		Organic silt ^{K, L, M, O}	
	Silts and Clays: Liquid limit 50 or more	Inorganic:	PI plots on or above "A" line	CH	Fat clay ^{K, L, M}	
			PI plots below "A" line	MH	Elastic Silt ^{K, L, M}	
		Organic:	Liquid limit - oven dried	< 0.75	OH	Organic clay ^{K, L, M, P}
			Liquid limit - not dried		Organic silt ^{K, L, M, Q}	
Highly organic soils:	Primarily organic matter, dark in color, and organic odor			PT	Peat	

^A Based on the material passing the 3-inch (75-mm) sieve.

^B If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

^C Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.

^D Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay.

$$^E Cu = D_{60}/D_{10} \quad Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$$

^F If soil contains $\geq 15\%$ sand, add "with sand" to group name.

^G If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

^H If fines are organic, add "with organic fines" to group name.

^I If soil contains $\geq 15\%$ gravel, add "with gravel" to group name.

^J If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

^K If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

^L If soil contains $\geq 30\%$ plus No. 200 predominantly sand, add "sandy" to group name.

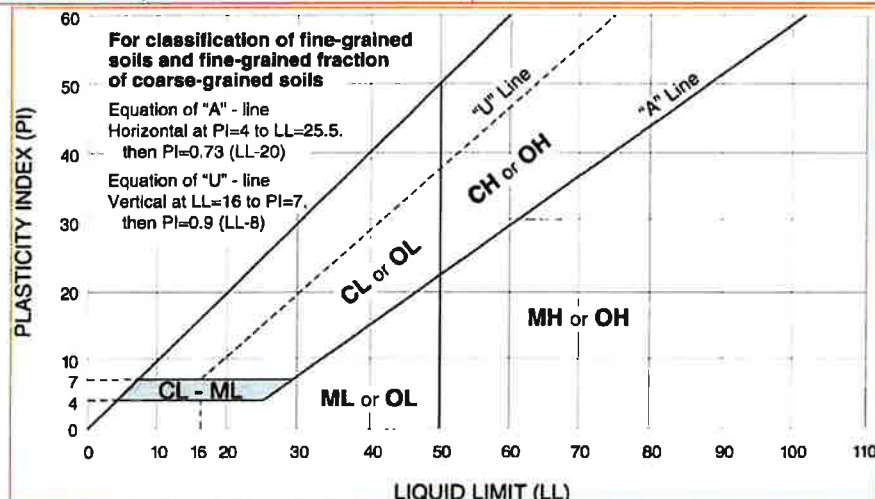
^M If soil contains $\geq 30\%$ plus No. 200, predominantly gravel, add "gravelly" to group name.

^N $PI \geq 4$ and plots on or above "A" line.

^O $PI < 4$ or plots below "A" line.

^P PI plots on or above "A" line.

^Q PI plots below "A" line.





Geotechnical Engineering Report

Elmwood Pkwy Drainage Improvements

Metairie, Louisiana

February 19, 2020

Terracon Project No. ET195068

Prepared for:

ARCADIS US, Inc.

Metairie, Louisiana

Prepared by:

Terracon Consultants, Inc.

New Orleans, Louisiana

Environmental



Facilities



Geotechnical



Materials

February 19, 2020

ARCADIS US, Inc.
3850 N. Causeway Blvd, Suite 990
Metairie, Louisiana 70002



Attn: Mr. Stephen Cali, P.E.
P: (504) 648-3620
E: stephen.cali@arcadis.com

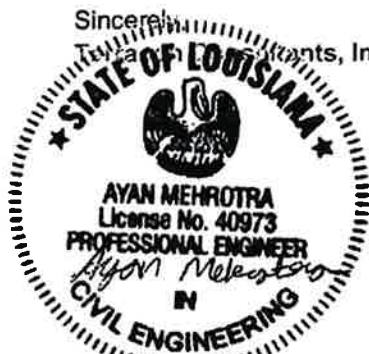
Re: Geotechnical Engineering Report
Elmwood Pkwy Drainage Improvements
Elmwood Pkwy and W. Esplanade
Metairie, Louisiana
Terracon Project No. ET195068

Dear Mr. Cali:


We have completed the Geotechnical Engineering services for the above referenced project. This study was performed in general accordance with Terracon Proposal No. PET195068-R1 dated September 18, 2019. This report presents the findings of the subsurface exploration and provides geotechnical recommendations concerning earthwork and the design and construction of drainage features for the proposed project.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report or if we may be of further service, please contact us.

Sincerely,
Terracon Consultants, Inc.



2/19/20 Ayan Mehrotra, P.E.
Department Manager

 FOR
Stephen Greaber, P.E.
Principal

Terracon Consultants, Inc. 524 Elmwood Park Blvd, Suite 170 New Orleans, Louisiana 70123
P [225] 321 9380 F [504] 818 3890 terracon.com

Environmental

Facilities

Geotechnical

Materials

REPORT TOPICS

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Note: This report was originally delivered in a web-based format. **Orange Bold** text in the report indicates a referenced section heading. The PDF version also includes hyperlinks which direct the reader to that section and clicking on the **GeoReport** logo will bring you back to this page. For more interactive features, please view your project online at client.terracon.com.

ATTACHMENTS

EXPLORATION AND TESTING PROCEDURES
SITE LOCATION AND EXPLORATION PLANS
EXPLORATION RESULTS
SUPPORTING INFORMATION

Note: Refer to each individual Attachment for a listing of contents.

Geotechnical Engineering Report
Elmwood Pkwy Drainage Improvements
Elmwood Pkwy and W. Esplanade
Metairie, Louisiana
Terracon Project No. ET195068
February 19, 2020

INTRODUCTION

This report presents the results of our subsurface exploration and geotechnical engineering services performed for the proposed drainage features to be located at Elmwood Pkwy and W. Esplanade in Metairie, Louisiana. The purpose of these services is to provide information and geotechnical engineering recommendations relative to:

- Subsurface soil conditions
- Groundwater conditions
- Site preparation and earthwork
- Seismic site classification per IBC
- Demolition considerations
- Utility bearing considerations

The geotechnical engineering Scope of Services for this project included the advancement of four test borings to a depth of approximately 24 feet below existing site grades.

Maps showing the site and boring locations are shown in the **Site Location** and **Exploration Plan** sections, respectively. The results of the laboratory testing performed on soil samples obtained from the site during the field exploration are included on the boring logs in the **Exploration Results** section.

SITE CONDITIONS

The following description of site conditions is derived from our site visit in association with the field exploration and our review of publicly available geologic and topographic maps.

Item	Description
Parcel Information See Site Location .	The project is located at Elmwood Pkwy and W. Esplanade in Metairie, Louisiana. Latitude: 30.0181°/Longitude: -90.2174° (approximate north end of project alignment)
Existing Improvements	Existing roadway within a residential subdivision
Current Ground Cover	Concrete pavement
Existing Topography	Relatively flat.

PROJECT DESCRIPTION

Our initial understanding of the project was provided in our proposal and was discussed during project planning. A period of collaboration has transpired since the project was initiated, and our final understanding of the project conditions is as follows:

Item	Description
Information Provided	Information was provided by Mr. Stephen Cali via e-mail dated September 9, 2019.
Project Description	The project consists of the installation of a new storm drain line along an approximately 2,500 linear foot alignment along Craig Drive. The drain line is expected to be a 42-inch to 60-inch diameter Reinforced Concrete Pipe (RCP). We have been requested to provide bearing capacity for the planned pipes.
Below-Grade Structures	It is understood that the invert of the RCP drain will be about 8 feet below existing grade.
Pavements	It is assumed that pavement areas that are disturbed during construction will be repaired to match the existing pavement section with no grade change anticipated.

GEOTECHNICAL CHARACTERIZATION

Subsurface Profile

We have developed a general characterization of the subsurface soil and groundwater conditions based upon our review of the data and our understanding of the geologic setting and planned construction. The following table provides our geotechnical characterization.

The geotechnical characterization forms the basis of our geotechnical calculations and evaluation of site preparation and pavement options. As noted in **General Comments**, the characterization is based upon widely spaced exploration points across the site, and variations are likely.

Stratum	Approximate Depth to Bottom of Stratum (feet) ¹	Material Description	Consistency
Surface ²	7 to 8 inches	Concrete Pavement	N/A
1	4	Sand – FILL	Very loose to loose
2	6 to 8	Organic Clay (OH) or Peat (Pt)	Very Soft to Soft

Stratum	Approximate Depth to Bottom of Stratum (feet) ¹	Material Description	Consistency
3	Undetermined: Borings terminated within this stratum at the planned depth of approximately 24 feet	Fat Clay	Very Soft
¹ Referenced from top of surface at boring location ² Paved was 8 inches thick at the boring locations, except for B-01, where the thickness was 7 inches			

Conditions encountered at each boring location are indicated on the individual boring logs shown in the **Exploration Results** section and are attached to this report. Stratification boundaries on the boring logs represent the approximate location of changes in native soil types; in situ, the transition between materials may be gradual.

Groundwater Conditions

The boreholes were observed while auger drilling for the presence and level of groundwater. For borings that encountered groundwater, the drilling operations were suspended for about 15 minutes to observe the change in water level over that time period. Rotary wash drilling masks further detection of groundwater. The water levels observed in the boreholes can be found on the boring logs in **Exploration Results**, and are summarized below.

Groundwater was observed in the four soil borings that were drilled. Typically, initially groundwater was encountered at a depth of about 4 to 5 feet and it typically rose to a depth of about 2 feet after a 15 minute delay reading. The groundwater levels observed during drilling may not necessarily be stable groundwater levels. Due to the low permeability of some of the soils encountered in the borings, a relatively long period may be necessary for a groundwater level to develop and stabilize in a borehole. Long term observations in piezometers or observation wells sealed from the influence of surface water are often required to define groundwater levels in materials of this type.

Groundwater level fluctuations occur due to seasonal variations in the amount of rainfall, runoff river levels, and other factors not evident at the time the borings were performed. Therefore, groundwater levels during construction or at other times in the life of the structure may be higher or lower than the levels indicated on the boring logs. The possibility of groundwater level fluctuations should be considered when developing the design and construction plans for the project. It is not unusual for ground water to be within a few feet of the ground surface in this geologic setting.

GEOTECHNICAL OVERVIEW

In general, the near surface soils encountered at the project site consist of silty sand fill material. The surface soils are expected to be relatively stable during construction. To reduce potential for surface instability, effective drainage should be completed early in the construction sequence and maintained during and after construction. If possible, the excavation and grading should be performed during the warmer and drier time of the year. If grading is performed during the winter months or at times with persistent rain, an increased risk for possible undercutting and replacement of unstable subgrade or the need for other mitigation measures will persist. Additional site preparation recommendations, including fill materials and placement, are provided in the **Earthwork** section.

The planned invert depth of the new RCP pipes was not available at the time of this report; however, it is understood that the invert depth will not exceed 8 feet below the existing top of pavement elevation. Therefore, it is expected that very soft organic clay/fat clay soils identified at the boring locations will be encountered at the planned excavation bottom. These soils are extremely prone to disturbance, and will be difficult to work with during construction. A bedding material of sufficient thickness and compaction must be placed beneath the pipes to uniformly distribute the load, minimize subsidence, and provide a good working platform during construction. Considering the expected organic laden OH soils at the anticipated bedding subgrade, it is recommended that a layer of timber matting be specified to improve the relative support conditions below the minimum bedding thickness as specified by Jefferson Parish Department of Engineering Typical RCP Pipe Trench Details sheet dated 10-28-2019.

Consideration also needs to be given to the appropriate shoring for the planned excavations. Since the excavation will be performed in a developed area with existing roadway and other improvements (e.g., sidewalks, utilities, etc.) adjacent to the excavation, it will be important to minimize the lateral movement of soils adjacent to the excavation. The lateral movement of soils during the excavation could lead to undermining the stability of the adjacent roadway and other improvements. The subsoils at the site predominantly consist of near surface sand underlain by very soft clay and organic clay; these soils, especially the very soft clays, are prone to lateral movement during an excavation. A relatively stiff shoring system with appropriate penetration below the planned bedding subgrade is needed to prevent lateral squeeze and/or basal heave. Per Jefferson Parish standards, if timber sheeting is used, they must remain in place and cut off a minimum of 3 feet below finished grade. Design of the construction excavation is outside the scope of our services and the responsibility of the contractor. We have provided soil parameters that can be utilized by others to design shoring system for the planned excavations.

The **General Comments** section provides an understanding of the report limitations.

EARTHWORK

Earthwork is anticipated to include demolition of existing pavements, excavations, installation of bedding, and fill placement. The following sections provide recommendations for use in the preparation of specifications for the work. The designer should refer to Jefferson Parish standards for utility construction for applicable details. Recommendations include critical quality criteria, as necessary, to render the site in the state considered in our geotechnical engineering evaluation pavements.

Site Preparation

Subgrade preparation at the pipe invert is expected to include, but not be limited to, removal of any existing loose or silted-in bottom material, organic laden materials, and other deleterious materials. Subsequently, it is anticipated that a deeper excavation will be needed to accommodate the bedding material for the RCP and any underlying prepared bottom (e.g., seal slab, tremie slab, timbers, etc.).

After excavating down to the required depth, the exposed excavation bottom should be visually inspected by a representative of the Geotechnical Engineer. If extremely wet/soft soils are encountered at the excavation bottom (likely) consideration should be given to placing a seal slab, tremie slab, or timber matting of adequate thickness to provide a stable excavation bottom/construction platform prior to placing bedding material. Visual inspection of the excavation bottom and filling activities should be witnessed by a representative of the Geotechnical Engineer, performed during a period of generally dry weather and after establishing proper groundwater control within a stable construction shoring/cofferdam.

Fill Material Types

Fill required to achieve design grade should be classified as structural fill and general fill. Structural fill is material used below pavements or other structural areas. General fill is material used to achieve grade outside of these areas, like landscaped/green areas. Earthen materials used for backfill of utility excavations should meet the following material property requirements:

Soil Type ^{1,2}	USCS Classification	Acceptable Parameters (for Structural Fill)
Imported River Sand	SP, SP-SM	Less than 10% Passing No. 200 sieve
Bedding Material ≤30" Diameter	GP, GM	LADOTD #610 Limestone or similarly graded crushed recycled concrete.
Bedding Material >30" Diameter	GP	LADOTD #57 Limestone or similarly graded crushed recycled concrete.

Soil Type ^{1,2}	USCS Classification	Acceptable Parameters (for Structural Fill)
<ol style="list-style-type: none"> Should consist of approved materials free of organic matter and debris. A sample of each material type should be submitted to the Geotechnical Engineer for evaluation prior to use on this site. See Jefferson Parish Standard Plans for details regarding geotextiles and geogrid placement in bedding materials and associated piping. 		

Fill Compaction Requirements

Structural and general fill should meet the following compaction requirements.

Item	Structural Fill	General Fill
Maximum Lift Thickness	9 inches or less in loose thickness when heavy, self-propelled compaction equipment is used. 12 inches or less in loose thickness for 57 stone when heavy, self-propelled compaction equipment is used 4 to 6 inches in loose thickness when hand-guided equipment (i.e. jumping jack or plate compactor) is used.	Same as Structural fill.
Minimum Compaction Requirements ^{1, 2, 3}	95% of maximum dry density below pavement subgrade and other structural areas. Bedding Material ≤30" Diameter: 97% of maximum dry density Bedding Material >30" Diameter: 75% of relative density.	Same as Structural fill
Water Content Range ¹	Granular: -3% to +3% of optimum 610 Limestone: -2% to +2% of optimum	As required to achieve min. compaction requirements.

- Maximum density and optimum water content as determined by the standard Proctor test (ASTM D 698). Relative density of open graded #57 stone as determined by ASTM D-4253 and D4254. The moisture content and compaction should be measured for each lift of engineered fill during placement. Should the results of the in-place density tests indicate the specified moisture or compaction limits have not been met, the area represented by the test should be reworked and retested as required until the specified moisture and compaction requirements are achieved.
- For moisture levels of granular material, it is also appropriate to be conditioned at workable levels to allow for satisfactory compaction to be achieved without the cohesionless fill material pumping when proof-rolled. Open graded stone should be compacted/oriented while dewatered.

Earthwork Construction Considerations

Shallow excavations for the proposed structure, are anticipated to be accomplished with conventional construction equipment; however soft soils at the anticipated inverts will create difficult excavation conditions. Upon completion of filling and grading, care should be taken to

Geotechnical Engineering Report

Elmwood Pkwy Drainage Improvements ■ Metairie, Louisiana

February 19, 2020 ■ Terracon Project No. ET195068



maintain the subgrade water content prior to construction of pavements. Construction traffic over the completed subgrades should be avoided to the extent practical. The site should also be graded to prevent ponding of surface water on the prepared subgrades or in excavations. Water collecting over, or adjacent to, construction areas should be removed.

As discussed previously, the cohesive subsoils encountered at the anticipated invert of the proposed pipes are subject to a loss in shear strength due to reworking or poor groundwater control. Based on the results of subsurface exploration, it is believed that infiltration of groundwater at the culvert invert can likely be effectively controlled with normal sump pumping. In any event, it is recommended that all excavations be backfilled as soon as possible to avoid long term pumping which could result in a general lowering of the water table and associated areal settlement. This is of particular importance considering the proximity of the proposed construction to existing pavement areas and structures.

Based on the planned invert depth, and the groundwater depth at the time of our field exploration, the Contractor should be prepared to implement dewatering measures (e.g., sumps and pumps) necessary to facilitate installation of the pipes.

As a minimum, excavations should be performed in accordance with OSHA 29 CFR, Part 1926, Subpart P, "Excavations" and its appendices, and in accordance with any applicable local, and/or state regulations.

Construction site safety is the sole responsibility of the contractor who controls the means, methods, and sequencing of construction operations. Under no circumstances shall the information provided herein be interpreted to mean Terracon is assuming responsibility for construction site safety, shoring design, dewatering, or any of the contractor's activities; such responsibility shall neither be implied nor inferred.

Construction Observation and Testing

The earthwork efforts should be monitored under the direction of the Geotechnical Engineer. Monitoring should include documentation of adequate removal of organic laden soils and verification of suitable bearing conditions at the planned bedding subgrade layer.

Each lift of compacted bedding and fill should be tested, evaluated, and reworked as necessary until approved by the Geotechnical Engineer prior to placement of additional lifts. Each lift of fill should be tested for density and water content at a frequency of at least one test for every 50 linear feet of compacted utility trench backfill.

In areas of foundation excavations, the bearing subgrade should be evaluated under the direction of the Geotechnical Engineer. If unanticipated conditions are encountered, the Geotechnical Engineer should prescribe mitigation options.

In addition to the documentation of the essential parameters necessary for construction, the continuation of the Geotechnical Engineer into the construction phase of the project provides the continuity to maintain the Geotechnical Engineer's evaluation of subsurface conditions, including assessing variations and associated design changes.

ALLOWABLE BEARING CAPACITY

Based on the borings and laboratory test data, analyses were made to estimate the net allowable bearing capacity of the subsoils below the predicted bedding subgrade for the new storm drain pipes. Considering an invert depth that is no more than 8 feet below existing grade, **the net allowable bearing capacity is estimated to be maximum 400 pounds per square foot (psf) near the invert.** The bearing capacity increases as backfill is placed around and over the pipes and the construction case is believed most critical.

BEDDING

The soil borings and laboratory test data indicate that very soft to soft organic soils exist at the anticipated bedding subgrade considering the invert of the expected pipes. Consequently, a sufficient thickness of bedding material will be needed to adequately support the RCP/RCPA pipes to distribute the load, minimize initial subsidence, and to provide a good working platform during construction. As previously outlined, we recommend that either a 4-inch thick seal slab/flowable fill layer or a layer of 4-inch thick timbers be placed at the bottom of the planned bedding layer to provide a more serviceable working surface to compact the bedding material. The bedding should comply with the following requirements as detailed in the Jefferson Parish Standard Plans:

- Based on a net maximum allowable bearing capacity of 400 psf at the anticipated RCP/RCPA culvert invert, bedding should be at least 30 inches in thickness if the RCP/RCPA pipe diameter is less than 42 and 48 inches, respectively, 36 inches if the RCP/RCPA pipe diameter is less than 54 and 60 inches, respectively, and 48 inches if the RCP/RCPA pipe diameter is greater than 60 and 72 inches, respectively. The bedding should be underlain by geotextile fabric (if flowable fill/seal slab/tremie slab is not utilized) and consist of densified well-graded, free draining medium, meeting the gradation of No. 57 stone (ASTM C33);
- Two layers of geogrid (Tensar BX1200 or equivalent) should be placed, one at the base of the subgrade/seal slab and another 10 inches above the subgrade.
- Bedding should extend a minimum of 2 feet beyond the edge of either side of the RCP/RCPA culvert;
- Bedding should terminate 2 feet from the exposed end of the RCP culvert and compacted structural clay fill placed to reduce the infiltration of water and related piping under the RCP culvert; and
- RCP/RCPA should be side-bedded to at least the mid-height of the pipe or to the pipe spring line if arch pipe is used and geotextile fabric extending from below the bedding

stone and wrapping around and over the top of the No. 57 stone.

Jefferson Parish Typical Concrete Drainage Pipe Trench Details should be utilized during construction but with the minimum aggregate bedding thickness detailed above. A geotextile fabric should be placed at the interface of the bedding material with the natural soil subgrade and sidewalls to minimize migration of soils into the bedding material which may result in loss of support. In addition, a geotextile fabric should be placed around the RCP pipe at each joint to reduce potential migration of the sand fill or base into the joints of the pipe; or, the pipe joints and lift holes should include an appropriate sealing ring or mastic to ensure the RCP pipe is watertight. A geotextile fabric beneath the bedding material may not be needed if flowable fill, seal slab, or tremie slab are utilized to prepare the subgrade at the invert. However, a geotextile fabric around the RCP pipe is recommended regardless of the subgrade preparation method utilized. The Jefferson Parish Typical Trench Detail also calls for multiple layers of geogrid placed within the bedding material as described above.

CONSTRUCTION SHORING PARAMETERS

As previously discussed, the use of sheeting, with a tip penetration below the excavation bottom, is recommended for use to shore the excavation in order to reduce the potential for lateral movement or basal heave. As previously discussed, the design of construction shoring is outside our scope of services and should be the responsibility of the Contractor. The following soil parameters can be utilized by others to aid in their design of the shoring system.

Depth Increment ¹ (feet)	Soil Type	Total Unit Weight (pcf)	Cohesion (psf)	Friction Angle (degrees)
0 – 3	Silty Sand Fill	110	--	30
3 – 10	Peat / Organic Clay	90	100	--
10 – 24	Fat Clay	100	200	--

1. From existing grade.

2. Ground water should be assumed to be coincident with the ground surface.

The sheeting could be extracted after backfilling the excavation. However some movement/settlement of the pipe bedding will occur with time as the void left from the sheet piles extraction closes. In view of this, consideration could be given to leaving the piles in place if the potential for movements is intolerable. Jefferson Parish standards specifically require that timber

sheeting, if used, must be left in place and cutoff three feet below finished grade. Since the crossing area will be improved with pavement, the sheet piles similarly should be cut off at least 3 ft. below the bottom of the new pavement section.

GENERAL COMMENTS

Our analysis and opinions are based upon our understanding of the project, the geotechnical conditions in the area, and the data obtained from our site exploration. Natural variations will occur between exploration point locations or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until during or after construction. Terracon should be retained as the Geotechnical Engineer, where noted in this report, to provide observation and testing services during pertinent construction phases. If variations appear, we can provide further evaluation and supplemental recommendations. If variations are noted in the absence of our observation and testing services on-site, we should be immediately notified so that we can provide evaluation and supplemental recommendations.

Our Scope of Services does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

Our services and any correspondence or collaboration through this system are intended for the sole benefit and exclusive use of our client for specific application to the project discussed and are accomplished in accordance with generally accepted geotechnical engineering practices with no third-party beneficiaries intended. Any third-party access to services or correspondence is solely for information purposes to support the services provided by Terracon to our client. Reliance upon the services and any work product is limited to our client, and is not intended for third parties. Any use or reliance of the provided information by third parties is done solely at their own risk. No warranties, either express or implied, are intended or made.

Site characteristics as provided are for design purposes and not to estimate excavation cost. Any use of our report in that regard is done at the sole risk of the excavating cost estimator as there may be variations on the site that are not apparent in the data that could significantly impact excavation cost. Any parties charged with estimating excavation costs should seek their own site characterization for specific purposes to obtain the specific level of detail necessary for costing. Site safety, and cost estimating including, excavation support, and dewatering requirements/design are the responsibility of others. If changes in the nature, design, or location of the project are planned, our conclusions and recommendations shall not be considered valid unless we review the changes and either verify or modify our conclusions in writing.

FIGURES

Contents:

Jefferson Parish Typical Detail



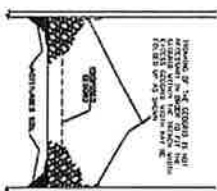
PIPE BEDDING LIMESTONE

57 LIMESTONE	
U.S. SIZE	METRIC SIZE
1/2"	37.5 mm
1"	25 mm
1 1/2"	12.5 mm
#4	4.75 mm
#8	2.36 mm
	PERCENT PASSING
	100
	95-100
	25-60
	0-10
	0-5

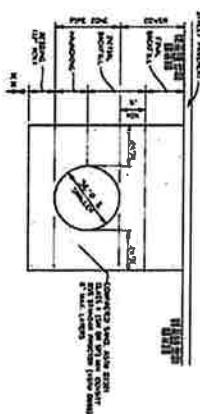
MODIFIED 610 LESTONE		
U.S. SIZE	METRIC SIZE	PERCENT PASSING
1/2"	37.5 mm	100
1"	25 mm	50-100
1 1/2"	19 mm	70-100
1 3/4"	12.5 mm	60-90
2"	9.5 mm	50-80
2 1/2"	4.75 mm	35-65
3/4"	4.75 μ m	12-32
#200	75 μ m	5-12



TRIMMING ALTERNATE OF GEOGRID DURING INSTALLATION



PVC PIPE DRAIN LINE STANDARD TRENCH DETAIL



MIN COVER	PAVEMENT TYPE
12"	SP-14
18"	SP-14
24"	PORTLAND

1. ASIDE BEDDING WIDTH MAY BE REDUCED WITH APPROVAL.
2. THE DEPARTMENT OF ENGINEERING RESERVES THE RIGHT TO MODIFY ANY REQUIREMENTS IN ACCORDANCE WITH EXISTING FIELD CONDITIONS OR ENCOUNTERED DURING CONSTRUCTION.
3. FRENCH SAFETY: THE PAISIR DR ITS REPRESENTATIVES RESERVE THE RIGHT TO REQUEST THE CONTRACTOR TO ADJUST ANY PROVISIONS OF THE SPECIFICATIONS BUT THE FINAL RESPONSIBILITY FOR THE WORKER'S SAFETY REMAINS WITH THE CONTRACTOR. FRENCH SAFETY STANDARDS SHALL BE APPLIED IN ACCORDANCE WITH THE LATEST DESIGN STANDARDS AND REQUIREMENTS.
4. ALL SHEETING MUST REMAIN IN PLACE AND BE CUT OFF A MINIMUM OF ONE FEET BELOW FINISHED GRADE.
5. ALL CONCRETTE PIPE SHALL BE ASTM C-76 (RCP) AND ASTM C-56 (RCP), CLASS III, WALL B, REINFORCED CONCRETE PIPE WITH TYPE 2 JOINTS.
6. THE CONTRACTOR MUST REVIEW ALL DETAILS AND CHARTS INCLUDED IN THIS STANDARD AND CHECK THE BEDDING FOR THE PIPES 36" AND LARGER. THE BEDDING FOR THE PIPES 36" AND LARGER SHOULD BE 18" OF BEDDING THICKNESSES WILL VARY DEPENDING ON THE "UNDERSIPLER" SUBGRADE NOT AVAILABLE. THE DESCRIPTION SECTION OF TECHNICAL DRAWINGS MUST REFLECT THIS DEFLECTION. THE "UNDERSIPLER" SUBGRADE NOT ALLOWABLE SOIL BEARING CAPACITY. VALUE
7. UNDER GRADING WATER OR AN UNSTABLE FRENCH LOTION EXISTS, THE FRENCH BOTTOM SHALL BE STABILIZED AGAIN TO PROVIDE A WORKING PLATFORM.

LEGEND

NOTES

(1)	BEDDING LAYER
(RCP)	REINFORCED CONCRETE CIRCULAR GROUND PIPE
(RCPA)	REINFORCED CONCRETE ARCH PIPE

JEFFERSON PARISH
DEPARTMENT OF ENGINEERING
TYPICAL (RCP), (RCPA) & (PVC) PIPE

JEFFERSON PARISH
DEPARTMENT OF ENGINEERING

PROJECT TITLE
 TYPICAL (RCP), (RCPA) & (PVC) PIPE
 INSTALLATION DETAILS

DESIGNED BY	DATE	CHECKED BY	DATE
C.J.	11/04/2011	M.R.M.	11/04/2011
APPROVED BY	DATE	PROJECT NO.	PROJECT NAME
C.J.	02/18/2015	001818-2015	STATION 1+00 TO 1+100
CLIENT	BY	DATE	PROJECT NO.
LA 2004			001818-2015
REVISION	DATE	BY	PROJECT NO.
LA 2004			001818-2015

SHEET NO. 01A

ATTACHMENTS

EXPLORATION AND TESTING PROCEDURES

Field Exploration

Number of Locations	Type of Exploration	Boring Depth (feet)	Drilled Location
4	Borings	24	Planned alignment

Boring Layout and Elevations: Unless otherwise noted, Terracon personnel provided the boring layout. Coordinates were obtained with a handheld GPS unit (estimated horizontal accuracy of about ± 10 feet) and approximate elevations were estimated from the most recent Google Earth™ imagery and the accuracy of the ground surface at each point is probably about 2 feet. If elevations and a more precise boring layout are desired, we recommend borings be surveyed following completion of fieldwork.

Subsurface Exploration Procedures: We advanced the borings with a ATV-mounted rotary drill rig using continuous flight augers (solid stem). Samples were continuously obtained in the upper 10 feet of each boring and at maximum intervals of 5 feet thereafter. In the thin-walled tube sampling procedure, a thin-walled, seamless steel tube with a sharp cutting edge was pushed hydraulically into the soil to obtain a relatively undisturbed sample. In the split-barrel sampling procedure, a standard 2-inch outer diameter split-barrel sampling spoon was driven into the ground by a 140-pound automatic hammer falling 30 inches. The number of blows required to advance the sampling spoon the last 12 inches of a normal 18-inch penetration is recorded as the Standard Penetration Test (SPT) resistance value. The SPT resistance values, also referred to as N-values, are indicated on the boring logs at the test depths. We observed and recorded groundwater levels during drilling and sampling. For safety purposes, all borings were backfilled with auger cuttings or cement-bentonite grout, consistent with state regulations, upon completion. Pavements were patched with cold-mix asphalt and/or pre-mixed concrete, as appropriate.

The sampling depths, penetration distances, and other sampling information was recorded on the field boring logs. The samples were placed in appropriate containers and taken to our soil laboratory for testing and classification by a Geotechnical Engineer. Our exploration team prepared field boring logs as part of the drilling operations. These field logs included visual classifications of the materials encountered during drilling and our interpretation of the subsurface conditions between samples. Final boring logs were prepared from the field logs. The final boring logs represent the Geotechnical Engineer's interpretation of the field logs and include modifications based on observations and tests of the samples in our laboratory.

Laboratory Testing

The project engineer reviewed the field data and assigned laboratory tests to understand the engineering properties of the various soil strata, as necessary, for this project. Procedural standards noted below are for reference to methodology in general. In some cases, variations to methods were applied because of local practice or professional judgment. Standards noted below include reference to other, related standards. Such references are not necessarily applicable to describe the specific test performed.

- ASTM D2216-10 Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
- ASTM D4318-10e1 Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
- ASTM D6913-17/D6913M-17 Standard Test Methods for Particle-Size Distribution (Gradation) of Soils Using Sieve Analysis
- ASTM D2850-15 Standard Test Method for Unconsolidated-Undrained Triaxial Compression Test on Cohesive Soils

The laboratory testing program often included examination of soil samples by an engineer. Based on the material's texture and plasticity, we described and classified the soil samples in accordance with the Unified Soil Classification System.

SITE LOCATION AND EXPLORATION PLANS

Contents:

Site Location Plan
Exploration Plan

Note: All attachments are one page unless noted above.

SITE LOCATION

Elmwood Pkwy Drainage Improvements ■ New Orleans, LA
January 23, 2020 ■ Terracon Project No. ET195068

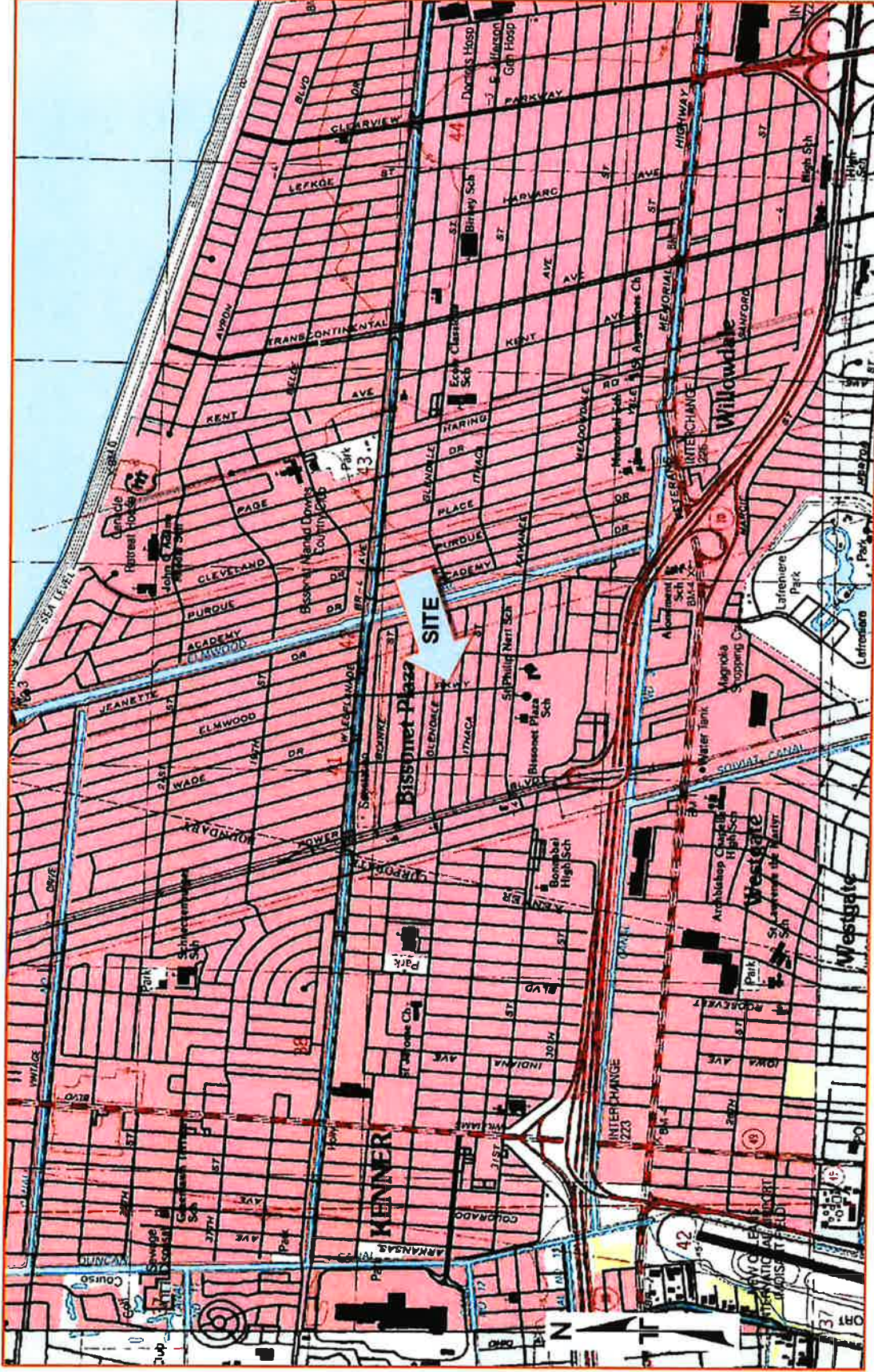


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT
INTENDED FOR CONSTRUCTION PURPOSES

TOPOGRAPHIC MAP IMAGE COURTESY OF THE U.S. GEOLOGICAL SURVEY
QUADRANGLES INCLUDE: LA BRANCHE, LA (1/1/1999), INDIAN BEACH, LA (1/1/1999),
LULING, LA (1/1/1999) and NEW ORLEANS WEST, LA (1/1/1999).

ACTUAL EXPLORATION PLAN

Elmwood Pkwy Drainage Improvements ■ New Orleans, LA
February 3, 2020 ■ Terracon Project No. ET195088

Terracon
GeoReport

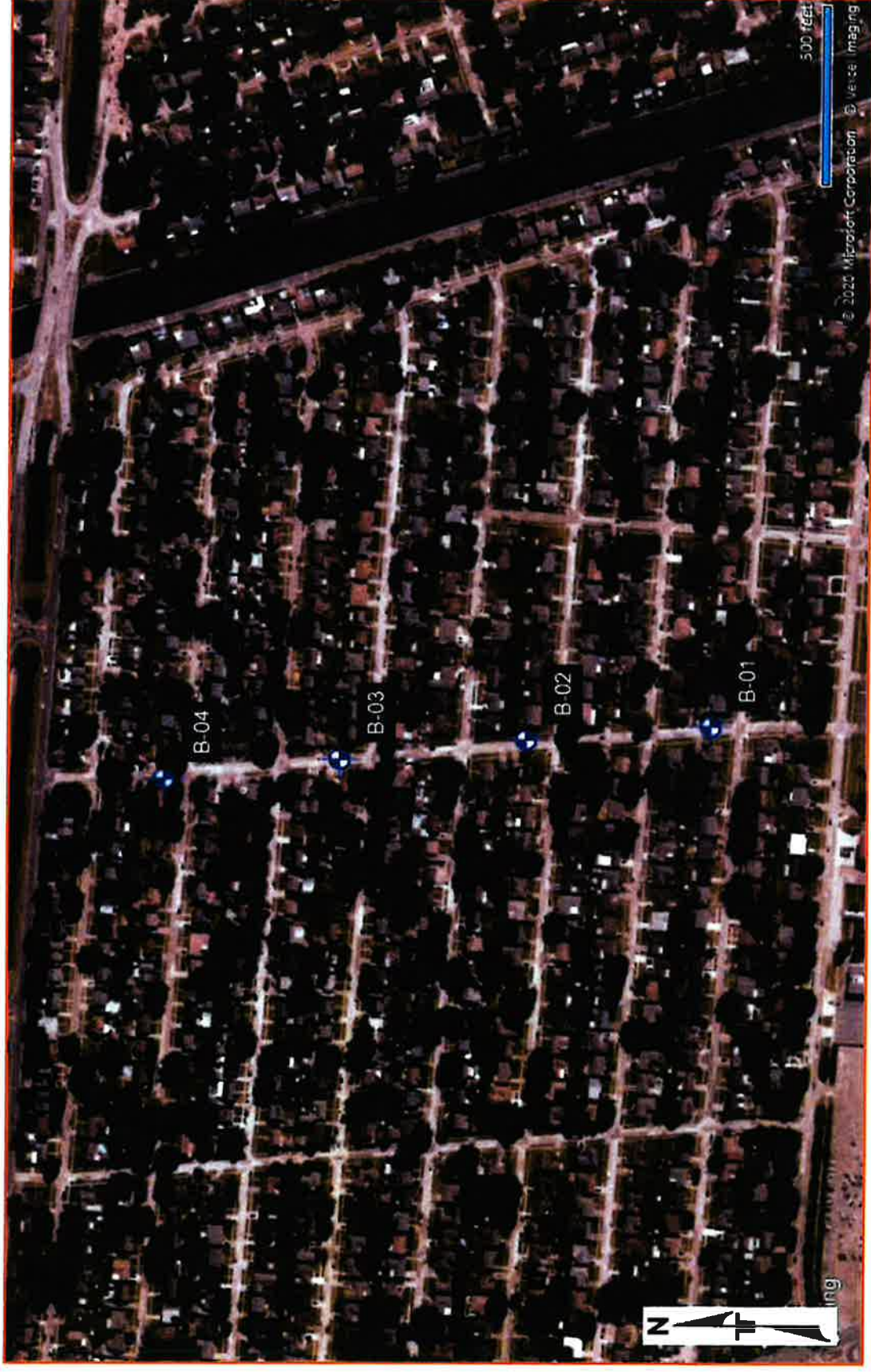


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT
INTENDED FOR CONSTRUCTION PURPOSES

AERIAL PHOTOGRAPHY PROVIDED BY
MICROSOFT BING MAPS

EXPLORATION RESULTS

Contents:

Boring Logs (B-01 through B-04)

Note: All attachments are one page unless noted above.

BORING LOG NO. B-01

Page 1 of 1

PROJECT: Elmwood Pkwy Drainage Improvements

CLIENT: ARCADIS US, Inc.
Metairie, LA

SITE: Elmwood Pkwy
New Orleans, LA

GRAPHIC LOG	LOCATION See Exploration Plan		DEPTH (FL.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS	Field HP	STRENGTH TEST					WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS		PERCENT FINES
	DEPTH	ELEVATION (FL.)						TEST TYPE	COMPRESSIVE STRENGTH (psi)	STRAIN (%)	CONFINING PRESSURE (psi)	LL-PL-Pi					
Approximate Surface Elev.: 0 (FL.) +/-																	
0.6 CONCRETE, 7" thick concrete -0.5+/-																	
1.3 FILL - SILTY SAND (SM), brown, 8" thick sand base -1.5+/-												19				19	
FILL - SILTY SAND (SM), gray, loose						2-1-2 N=3											
4.0 ORGANIC CLAY (OH), black, very soft -4+/-			5					UU				107	35	142-80-62			
6.0 FAT CLAY (CH), with organics, black and gray, very soft -6+/-											55						
			10					UU	0.11	14.9	4	55	71	57-22-35			
								UU	0.11	15	5	67	72	69-17-52			
14.0 ORGANIC CLAY (OH), black and gray, very soft -14+/-			15									100					
18.0 FAT CLAY (CH), with organics, gray, very soft -18+/-			20			WOP						59					
						WOP											
23.5 Boring Terminated at 23.5 Feet -23.5+/-												68		69-19-50			

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
Auger 0'-23.5'

See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (if any).

Notes:

Abandonment Method:
Boring backfilled with Auger Cuttings
Surface capped with concrete

See Supporting Information for explanation of symbols and abbreviations.

WATER LEVEL OBSERVATIONS

While drilling
After 15 minutes

Terracon
524 Elmwood Park Blvd, Ste 170
New Orleans, LA

Boring Started: 01-31-2020

Boring Completed: 01-31-2020

Drill Rig: GP# 385

Driller: G. Triplette

Project No.: ET185068

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL ET185068 ELMWOOD PKWY DRAIN GPJ TERRACON_DATATEMPLATE.GDT 2/12/20

BORING LOG NO. B-02

Page 1 of 1

PROJECT: Elmwood Pkwy Drainage Improvements

CLIENT: ARCADIS US, Inc.
Metairie, LA

SITE: Elmwood Pkwy
New Orleans, LA

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL ET195068 ELMWOOD PKWY DRAINAGE IMPROVEMENTS TERRACON_DATATEMPLATE.GDT 2/12/20

GRAPHIC LOG	LOCATION See Exploration Plan Latitude: 30.0146° Longitude: -90.2171° Approximate Surface Elev.: 0 (FL.) +/-	DEPTH (FL.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS	Field HP	STRENGTH TEST			WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS LL-PL-Pi	PERCENT FINES
							TEST TYPE	COMPRESSION STRENGTH (tsf)	STRAIN (%)	CONFINING PRESSURE (psf)			
	DEPTH ELEVATION (FL.)												
	0.7 CONCRETE, 8" thick concrete -0.5+/-				5-4-5 N=9						76		
	1.5 FILL - SILTY SAND (SM), brown, 10" thick sand base -1.5+/-												
	FILL - SILTY SAND (SM), gray, very loose to loose				3-1-1 N=2						102		14
	4.0 PEAT (PT), black, very soft -4+/-												
	5						UU	0.31	7.7	2.5	266	20	43-123-31
	8.0 FAT CLAY (CH), with organics, black and gray, very soft -8+/-						UU	0.11	14.8	4	67	68	96-17-79
	11.0 ORGANIC CLAY (OH), black, very soft -11+/-										173		
	14.0 FAT CLAY (CH), with organics, gray, very soft -14+/-												
	15												
	20						UU	0.08	15	8	62	65	64-20-44
	24.0 Boring Terminated at 24 Feet -24+/-										64		

Stratification lines are approximate, in-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
Auger 0'-24'

See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (if any).

Notes:

Abandonment Method:
Boring backfilled with Auger Cuttings
Surface capped with concrete

See Supporting Information for explanation of symbols and abbreviations.

WATER LEVEL OBSERVATIONS

While drilling
After 15 minutes

Terracon
524 Elmwood Park Blvd, Ste 170
New Orleans, LA

Boring Started: 01-31-2020

Boring Completed: 01-31-2020

Drill Rig: GP# 385

Driller: G. Triplette

Project No.: ET195068

BORING LOG NO. B-03

Page 1 of 1

PROJECT: Elmwood Pkwy Drainage Improvements

CLIENT: ARCADIS US, Inc.
Metairie, LA

SITE: Elmwood Pkwy
New Orleans, LA

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL ET195068 ELMWOOD PKWY DRAINAGE IMPROVEMENTS TERRACON DATA TEMPLATE.GDT 2/12/20

GRAPHIC LOG	LOCATION See Exploration Plan Latitude: 30.016° Longitude: -90.2173° Approximate Surface Elev.: 0 (Ft.) +/-	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS	Field HP	STRENGTH TEST				WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS LL-PL-P	PERCENT FINES
							TEST TYPE	COMPRESSIVE STRENGTH (psf)	STRAIN (%)	CONFINING PRESSURE (psf)				
	DEPTH ELEVATION (Ft.)	0.7			3-2-4 N=6						13			15
		1.4			1-1-1 N=2						24			
		4.0									384			
		6.0					UU	0.10	7.7	3	70	62	65-21-44	
							UU	0.14	15	4	68	63	80-24-58	
		11.0					UU	0.14	4.8	5	248	19	359-174-185	
		14.0					UU	0.14	12.4	7.5	57	71	68-21-47	
											68			
		24.0									57			
Boring Terminated at 24 Feet														

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
Auger 0'-24'

See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (if any).

Notes:

Abandonment Method:
Boring backfilled with Auger Cuttings
Surface capped with concrete

See Supporting Information for explanation of symbols and abbreviations.

WATER LEVEL OBSERVATIONS

While drilling
 After 15 minutes

Terracon
524 Elmwood Park Blvd, Ste 170
New Orleans, LA

Boring Started: 01-31-2020

Boring Completed: 01-31-2020

Drill Rig: GP# 385

Driller: G. Triplette

Project No.: ET195068

BORING LOG NO. B-04










Page 1 of 1

PROJECT: Elmwood Pkwy Drainage Improvements

CLIENT: ARCADIS US, Inc.
Metairie, LA

SITE: Elmwood Pkwy
New Orleans, LA

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL ET195088 ELMWOOD PKWY DRAL.GPJ TERRACON_DATATEMPLATE.GDT 2/12/20

GRAPHIC LOG	LOCATION See Exploration Plan Latitude: 30.0173° Longitude: -90.2175° Approximate Surface Elev.: 0 (Fl.) +/-	DEPTH (FL.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS	Field HP	STRENGTH TEST				WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS LL-PL-Pi	PERCENT FINES
							TEST TYPE	COMPRESSIVE STRENGTH (tsf)	STRAIN (%)	CONFINING PRESSURE (psf)				
	CONCRETE, 8" thick concrete	0.7			2-2-3 N=5						14			
	FILL - SILTY SAND (SM), brown, 10" (thick sand base)	1.5												
	FILL - SILTY SAND (SM), gray, very loose to loose				1-0-1 N=1						28			18
	PEAT (PT), black, very soft	4.0												
	FAT CLAY (CH), with organics, black and gray, very soft	6.0					UU	0.35	9.1	3	260	21	495-174-321	
	ORGANIC CLAY (OH), black and gray, very soft	8.0									57			
	FAT CLAY (CH), with organics, gray, very soft	14.0					UU	0.17	11.2	5	38	81	191-22-168	
											70			
											61			
							UU	0.07	15	9.5	66	66	81-20-61	
Boring Terminated at 24 Feet		24.0												

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
Auger 0'-24'

See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (if any).

Notes:

Abandonment Method:
Boring backfilled with Auger Cuttings
Surface capped with concrete

See Supporting Information for explanation of symbols and abbreviations.

WATER LEVEL OBSERVATIONS

While drilling
After 15 minutes

Terracon
524 Elmwood Park Blvd, Ste 170
New Orleans, LA

Boring Started: 01-31-2020

Boring Completed: 01-31-2020

Drill Rig: GP# 385

Driller: G. Triplette

Project No.: ET195088

SUPPORTING INFORMATION

Contents:

General Notes

Unified Soil Classification System

Note: All attachments are one page unless noted above.

UNIFIED SOIL CLASSIFICATION SYSTEM

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests ^A					Soil Classification	
					Group Symbol	Group Name ^B
Coarse-Grained Soils: More than 50% retained on No. 200 sieve	Gravels: More than 50% of coarse fraction retained on No. 4 sieve	Clean Gravels:	Cu ≥ 4 and 1 ≤ Cc ≤ 3 ^E		GW	Well-graded gravel ^F
			Less than 5% fines ^C		GP	Poorly graded gravel ^F
		Gravels with Fines: More than 12% fines ^C	Fines classify as ML or MH		GM	Silty gravel ^{F, G, H}
			Fines classify as CL or CH		GC	Clayey gravel ^{F, G, H}
	Sands: 50% or more of coarse fraction passes No. 4 sieve	Clean Sands:	Cu ≥ 6 and 1 ≤ Cc ≤ 3 ^E		SW	Well-graded sand ^I
			Less than 5% fines ^D		SP	Poorly graded sand ^I
		Sands with Fines: More than 12% fines ^D	Fines classify as ML or MH		SM	Silty sand ^{G, H, I}
			Fines classify as CL or CH		SC	Clayey sand ^{G, H, I}
Fine-Grained Soils: 50% or more passes the No. 200 sieve	Silts and Clays: Liquid limit less than 50	Inorganic:	PI > 7 and plots on or above "A" line ^J		CL	Lean clay ^{K, L, M}
			PI < 4 or plots below "A" line ^J		ML	Silt ^{K, L, M}
		Organic:	Liquid limit - oven dried	< 0.75	OL	Organic clay ^{K, L, M, N}
			Liquid limit - not dried		Organic silt ^{K, L, M, O}	
	Silts and Clays: Liquid limit 50 or more	Inorganic:	PI plots on or above "A" line		CH	Fat clay ^{K, L, M}
			PI plots below "A" line		MH	Elastic Silt ^{K, L, M}
		Organic:	Liquid limit - oven dried	< 0.75	OH	Organic clay ^{K, L, M, P}
			Liquid limit - not dried		Organic silt ^{K, L, M, Q}	
Highly organic soils: Primarily organic matter, dark in color, and organic odor					PT	Peat

^A Based on the material passing the 3-inch (75-mm) sieve.

^B If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

^C Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.

^D Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay.

^E $Cu = D_{60}/D_{10}$ $Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$

^F If soil contains ≥ 15% sand, add "with sand" to group name.

^G If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

^H If fines are organic, add "with organic fines" to group name.

^I If soil contains ≥ 15% gravel, add "with gravel" to group name.

^J If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

^K If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

^L If soil contains ≥ 30% plus No. 200 predominantly sand, add "sandy" to group name.

^M If soil contains ≥ 30% plus No. 200, predominantly gravel, add "gravelly" to group name.

^N PI ≥ 4 and plots on or above "A" line.

^O PI < 4 or plots below "A" line.

^P PI plots on or above "A" line.

^Q PI plots below "A" line.

^A Based on the material passing the 3-inch (75-mm) sieve.

^B If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

^C Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.

^D Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay.

$$E \quad Cu = D_{60}/D_{10} \quad Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$$

^F If soil contains $\geq 15\%$ sand, add "with sand" to group name.

^G If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

^H If fines are organic, add "with organic fines" to group name.

^I If soil contains $\geq 15\%$ gravel, add "with gravel" to group name.

^J If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

^K If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

^L If soil contains $\geq 30\%$ plus No. 200 predominantly sand, add "sandy" to group name.

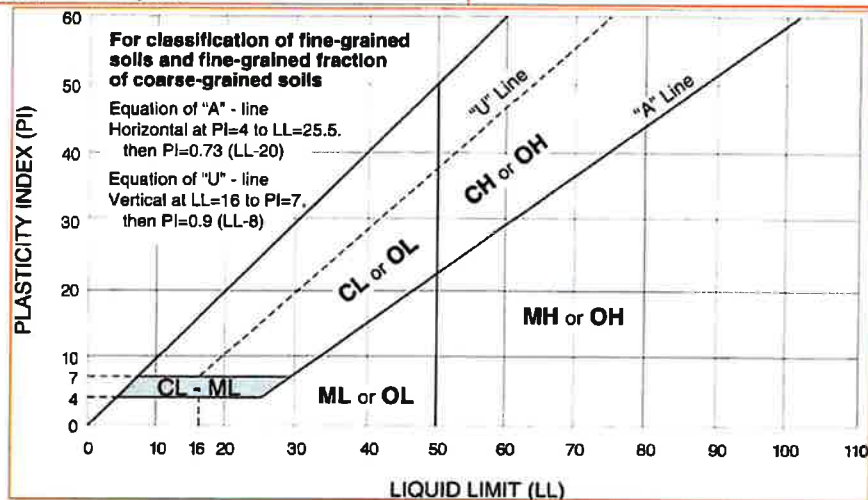
^M If soil contains $\geq 30\%$ plus No. 200, predominantly gravel, add "gravelly" to group name.

^N PI ≥ 4 and plots on or above "A" line.

^O PI < 4 or plots below "A" line.

^P PI plots on or above "A" line.

^Q PI plots below "A" line.










GENERAL NOTES

DESCRIPTION OF SYMBOLS AND ABBREVIATIONS

Elmwood Pkwy Drainage Improvements ■ New Orleans, LA

February 19, 2020 ■ Terracon Project No. ET195068



SAMPLING	WATER LEVEL	FIELD TESTS
 Auger Cuttings  Shelby Tube  Split Spoon	 Water Initially Encountered  Water Level After a Specified Period of Time  Water Level After a Specified Period of Time  Cave In Encountered <p>Water levels indicated on the soil boring logs are the levels measured in the borehole at the times indicated. Groundwater level variations will occur over time. In low permeability soils, accurate determination of groundwater levels is not possible with short term water level observations.</p>	(N) Standard Penetration Test Resistance (Blows/Ft.) (HP) Hand Penetrometer (T) Torvane (DCP) Dynamic Cone Penetrometer (UC) Unconfined Compressive Strength (PID) Photo-Ionization Detector (OVA) Organic Vapor Analyzer

DESCRIPTIVE SOIL CLASSIFICATION

Soil classification as noted on the soil boring logs is based Unified Soil Classification System. Where sufficient laboratory data exist to classify the soils consistent with ASTM D2487 "Classification of Soils for Engineering Purposes" this procedure is used. ASTM D2488 "Description and Identification of Soils (Visual-Manual Procedure)" is also used to classify the soils, particularly where insufficient laboratory data exist to classify the soils in accordance with ASTM D2487. In addition to USCS classification, coarse grained soils are classified on the basis of their in-place relative density, and fine-grained soils are classified on the basis of their consistency. See "Strength Terms" table below for details. The ASTM standards noted above are for reference to methodology in general. In some cases, variations to methods are applied as a result of local practice or professional judgment.

LOCATION AND ELEVATION NOTES

Exploration point locations as shown on the Exploration Plan and as noted on the soil boring logs in the form of Latitude and Longitude are approximate. See [Exploration and Testing Procedures](#) in the report for the methods used to locate the exploration points for this project. Surface elevation data annotated with +/- indicates that no actual topographical survey was conducted to confirm the surface elevation. Instead, the surface elevation was approximately determined from topographic maps of the area.

STRENGTH TERMS

RELATIVE DENSITY OF COARSE-GRAINED SOILS (More than 50% retained on No. 200 sieve.) Density determined by Standard Penetration Resistance		CONSISTENCY OF FINE-GRAINED SOILS (50% or more passing the No. 200 sieve.) Consistency determined by laboratory shear strength testing, field visual-manual procedures or standard penetration resistance		
Descriptive Term (Density)	Standard Penetration or N-Value Blows/Ft.	Descriptive Term (Consistency)	Unconfined Compressive Strength Qu, (tsf)	Standard Penetration or N-Value Blows/Ft.
Very Loose	0 - 3	Very Soft	less than 0.25	0 - 1
Loose	4 - 9	Soft	0.25 to 0.50	2 - 4
Medium Dense	10 - 29	Medium Stiff	0.50 to 1.00	4 - 8
Dense	30 - 50	Stiff	1.00 to 2.00	8 - 15
Very Dense	> 50	Very Stiff	2.00 to 4.00	15 - 30
		Hard	> 4.00	> 30

RELEVANCE OF SOIL BORING LOG

The soil boring logs contained within this document are intended for application to the project as described in this document. Use of these soil boring logs for any other purpose may not be appropriate.