

BID DOCUMENTS

CITY OF COVINGTON



MARK R. JOHNSON
Mayor

BID PACKAGE FOR

MLK CREEK DRAINAGE REHABILITATION

CITY PROJECT NO. C0240

June 27, 2025

Section 00

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SECTION 00 11 13
Advertisement for Bids

Sealed bids will be received until the hour of **2:00 P.M.**, local time, **Thursday, August 14, 2025** at City Hall, Covington, Louisiana, 317 N. Jefferson Avenue, Covington, LA 70433; for furnishing all labor, materials, supervision, etc., and performing all work necessary to complete Project C0240 MLK DRAINAGE REHABILITATION, for the City of Covington, Louisiana. Bids will be opened and publicly read aloud after **2:00 P.M.** in the City Hall Conference Room, City Hall, Covington, Louisiana. Any bids received after **2:00 P.M.** will be returned unopened.

The Contractor shall hold a Louisiana Contractor's license in Heavy Construction or Highway, Street and Bridge Construction. The work consists of paving and drainage work.

A **mandatory** pre-bid conference will be held **Thursday, July 31, 2025**. The first half of the meeting will be held at 2:00 p.m. at City of Covington, City Hall Conference Room, Covington, Louisiana, 317 N. Jefferson Avenue, Covington, LA 70433 and the second half will take place at the project site at 300 Covington Ctr, Covington, LA 70433 immediately following the first half. **Contractors must be present for all of both the in-office portion of the pre-bid conference and the on-site portion of the pre-bid conference.** Contractors are required to provide their own transportation to the site.

A complete set of Contract Documents are available to download from our web site free of charge: <https://www.covla.com/city-departments/finance>

A complete set of Bid Documents are also available at Central Bidding (www.centralbidding.com). Electronic Bids may be submitted at Central Bidding (www.centralbidding.com). For questions related to the electronic bidding process, please call Central Bidding at 225-810-4814.

Each bid must be accompanied by a bid security in the form of certified check, cashier's check, or Bid Bond as prescribed by LA RS 38:2218.A.C, in the amount equal to at least five percent (5%) of the total amount bid and payable without conditions to the Owner as a guarantee that the Bidder, if awarded the Contract, will promptly execute a Contract in accordance with his proposal and all terms and conditions of the Contract Documents. The outside envelope in which the bid is placed must be clearly marked as follows:

Sealed Bid: CITY OF COVINGTON
MLK DRAINAGE REHABILITATION
Project No. C0240

Bid Due Date and Time: August 14, 2025, 2:00 P.M.

INCLUDE: Contractor's name, address, and Louisiana state contractor's license number

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

**SECTION 00 21 13
INSTRUCTIONS TO BIDDERS**

SECTION 1. BID FORM

A. GENERAL

- (1) Sealed bids will be received at Covington City Hall, 317 N Jefferson Avenue, Covington, LA 70433 and online at www.centralbidding.com, until the date and hour specified in Section 00 11 13, Advertisement for Bids, at which time they will be publicly opened. Late bids will not be accepted.
- (2) All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal.
- (3) The City of Covington reserves the right to reject any and all bids in whole or in part and to waive any and all formalities in the best interest of the City, pursuant to the law.
- (4) Only bids written in ink or type written and properly signed by a member of the firm or authorized representative, will be accepted. Pencil and/or photostatic figures or signatures will disqualify bid.
- (5) For submission of bids, the only form used shall be the bid form (Section 00 41 43) provided by the City. Additional copies of this form may be furnished for Bidding at the cost of reproduction.
 - (a) The plans, specifications, and other documents designated in the bid form will be considered a part of the bid whether attached or not.
 - (b) Bid forms must be made out in ink or typed. Illegibility or ambiguity therein may constitute justification for rejection of the bid.
- (6) 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. The City of Covington will accept one bid only from each vendor. Items bid on must meet or exceed specifications.
- (7) **USE OF BRAND NAMES AND STOCK NUMBERS.** Where brand names, make, manufacturer or stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted 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.
- (8) The City, its engineers, architects or anyone distributing plans and specifications for City public works projects, equal to or over the contract limit as defined in LSAR. S. 38:2212A(1)(d), 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 LSA-R.S. 38:2212A(1)(e).

- (a) Plans and specifications shall be available to bidders on the day of the first advertisement and shall be available until twenty-four (24) hours before the bid opening date, LSA-R.S. 38:2212 A(3)(c). Bid proposal documents will not be issued within the twenty-four- hour period prior to bid opening.
- (b) Addenda may be issued, as authorized by LSA-R.S. 38:2212C, by any of the following means:
 - (i) Certified mail, return receipt requested, sent to the address given by the bidder upon obtaining the bidding documents, the transmission of which shall be conclusive evidence of receipt of such notice by the bidder to whom it is addressed;
 - (ii) First-class mail with a United States Postal Service Certificate of Mailing, sent to the address given by the bidder upon obtaining the bidding documents, the transmission of which shall be conclusive evidence of receipt of such notice by the bidder to whom it is addressed;
 - (iii) Express mail sent to the address given by the bidder upon obtaining the bidding documents. Delivery of the addenda by express mail shall be conclusive evidence of receipt of the addenda by the bidder to whom it is addressed;
 - (iv) Facsimile or telecopy transmission sent to the telecopy number given by the bidder upon obtaining the bidding documents, the transmission of which shall be conclusive evidence of receipt of such notice by the bidder to whom it is transmitted; or
 - (v) Electronic transmission sent to the e-mail address given by the bidder upon obtaining the bidding documents. Transmission of the addenda by email shall be conclusive evidence of receipt of the addenda by the bidder to whom it was sent.
 - (vi) Hand delivery to the address given by the bidder upon obtaining the bidding documents or if the bidder prefers to receive delivery to the Director of Administration, City Hall, Covington, Louisiana, 317 N. Jefferson Avenue, Covington, LA 70433.
- (9) Each bidder shall comply with all rules and regulations of the Louisiana State Licensing Board for Contractors in accordance with existing state laws.
- (10) Each bid must be submitted in a sealed envelope bearing on the outside: the name of the Bidder, his address, and the name of the project for which the bid is submitted; and, if the bid is in the amount of \$50,000 or more, the state license number of the Bidder, unless otherwise excepted by law.
- (11) Further, the City of Covington reserves the right to cancel this contract at anytime and for any reason by issuing a thirty (30) day written notice to contractor.

- (12) It is requested, but not mandatory, that the entire bid package be submitted in duplicate. Duplicate copy can be a photocopy.

B. PRICE

- (1) 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.
- (2) The price quoted in Proposals to supply labor and materials to the City of Covington shall include all costs necessary for the complete performance of the work in full conformity with the conditions of the Contract Documents, and shall include all licenses and permit fees and all applicable Federal, State, County or Parish, Municipal, or other taxes due by the contractor.
- (3) 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.
- (4) SALES TAXES. The City of Covington is exempt from Louisiana State Sales and Use Taxes, and local parish and city taxes. An exemption certificate for state of sales and use tax will be provided upon request. (LSA-R.S. 47:301(8)(c)).

C. SIGNING

- (1) Written evidence establishing the authority of the person signing the bid must be submitted at the time of bidding. Sufficient evidence is defined by LSA-R.S. 38:2212. Failure to do so shall result in the bid being rejected.

D. INSURANCE

- (1) Proof of insurance and certificates of insurance naming the City and other parties as required in the Supplementary Conditions shall be supplied within twelve (12) calendar days after receipt of notice of award of the Contract by the Owner.

E. BID GUARANTEE

- (1) A Bid Guarantee in the proper amount and in the proper form must accompany the proposal. No bid will be considered unless it is so guaranteed. Cashier's check, certified check or money order must be made payable to the order of the Owner. Cash deposits will not be accepted. The Owner reserves the right to cash or deposit the cashier's check, certified check or money order.
- (2) The amount of the bid guarantee shall be not less than five (5%) percent of the amount bid and at the option of the bidder may be a cashier's check, certified check, money order or a satisfactory bid bond attached to the bid form, unless, a project, funded in whole or in part by State and/or Federal Funds, is governed by State and/or Federal Regulations or Laws which

require a bid guarantee in a different amount, in which event the State and/or Federal Regulations or Laws shall take precedence.

- (3) Bid Guarantees of the three lowest bidders will be retained by the Owner until the Contract is executed or until final disposition is made of the bids submitted. Bid Guarantees of all other bidders will be returned within ten (10) days after the canvass of bids.
- (4) Bids shall remain binding for at least forty-five (45) days after the date set for Bid Opening. In the event the Owner issues the Letter of Award during this period, the bid accepted shall continue to remain binding until the Execution of Contract. City of Covington and the lowest responsible bidder, by mutually written consent, may agree to extend the deadline for award by one or more extensions of thirty (30) calendar days.
- (5) The successful bidder upon his failure or refusal to execute Contract with Owner and deliver bonds within a period of twelve (12) calendar days after original date of Owner's Letter of Award, as defined in the General Specifications, shall forfeit to Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

F. LICENSING REQUIREMENTS

- (1) No person shall undertake, attempt, or submit a bid or offer to construct, supervise, superintend, oversee, direct, or in any manner assume charge of the construction, alteration, repair, improvement, movement, demolition, putting up, tearing down, or furnishing labor, material or equipment and installing same for any building, highway, road, railroad, sewer, grading, excavation, pipeline or public utility structure, project, development, improvement or any other undertaking within the jurisdiction of this City where the cost of same is fifty thousand dollars (\$50,000.00) or more unless such person shall first have acquired a valid contractor's license from the state when required by R.S. 37:2150-37:2163.
- (2) W-9 Form and City of Covington Vendor Application is to be furnished prior to the execution of the contract.

SECTION 2. WITHDRAWAL OR REVISION OF BIDS

- A. 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 Owner prior to that time. When such a request is received, the bid will be returned to the Bidder unopened.
- B. Written communications, over the signature of the Bidder, to modify bids will be accepted and the bids corrected in accordance therewith if received by the Owner prior to the scheduled closing time for receipt of bids. Oral, telephonic, telegraphic modifications will not be considered.
- C. No bid can be modified or corrected after the hour set for opening such bids.
- D. No bid can be withdrawn after the hour set for opening such bid except as provided in LSA-R.S. 38:2214C, i.e. bids containing patently obvious, unintentional, and substantial mechanical, clerical,

or mathematical errors, or errors of unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the bid, may be withdrawn by the contractor if clear and convincing sworn, written evidence of such errors is furnished to the City of Covington, 317 N. Jefferson Avenue, Covington, LA 70433, within forty-eight (48) hours of the bid opening excluding Saturdays, Sundays, and legal holidays. Such errors must be clearly shown by objective evidence drawn from inspection of the original work papers, documents, or material used in the preparation of the bid sought to be withdrawn. If the City of Covington determines that the error is a patently obvious mechanical, clerical, or mathematical error, or unintentional omission of a substantial quantity of work, labor, material, or service, as opposed to a judgment error, and that the bid was submitted in good faith it shall accept the withdrawal and return the bid security to the contractor. A contractor who attempts to withdraw a bid under these provisions shall not be allowed to resubmit a bid on the project (LSA-R.S.38:2214D).

SECTION 3. INTERPRETATION OF CONTRACT DOCUMENTS

- A. 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 three (3) 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 set forth above in Section 1A(8)(b). 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.
- B. 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.

SECTION 4. REJECTION OF BIDS

- A. The Owner reserves the right to reject any or all Bids, to waive informalities, and to make award as it may elect, pursuant to the law. Incomplete, informal, or unbalanced Bids may be rejected. Reasonable grounds for belief that any one Bidder is concerned, directly or indirectly, with more than one Bid will cause rejections of all Bids wherein such Bidder is concerned. If required, a Bidder shall furnish satisfactory evidence of his competence and ability to perform the work stipulated in his Proposal. If satisfactory evidence of competence to perform work is not furnished, the bid shall be rejected.
- 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 City or if the form is altered or any part thereof is detached.

- (2) If **affidavits** included in bid documents and/or required by law are not returned within 10 days after bid opening 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 City to be ineligible to bid.
- (6) If the proposed bid guaranty does not meet the requirements of Section 1E Bid Guaranty.
- (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 signed person submitting the bid is deemed insufficient or unacceptable.
- (9) Any other reasons for rejection set forth by City, State or Parish laws, ordinances or resolutions.

SECTION 5. FAMILIARITY WITH LAWS AND ORDINANCES

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

SECTION 6. DRAWINGS, ETC.

Bidders shall 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, and contract forms.

SECTION 7. AWARD OF CONTRACT

The award of the Contract, if it be awarded, will be by the Owner to the lowest responsible Bidder whose Proposal shall have complied with all the requirements necessary to render it formal. The successful Bidder will be notified by telegram or letter mailed to the address shown on the Proposal that his bid has been accepted and that he has been awarded the Contract. 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 Owner.

SECTION 8. DISQUALIFICATION OF BIDDERS

- A. The causes for disqualification from consideration for award of a contract with the City of Covington are as follows:
- (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 City 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 City of Covington to be serious as to justify disqualification:
 - (a) Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - (b) 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;
 - (5) Any other cause the City determines to be so serious and compelling as to affect responsibility as a City contractor, including debarment by another governmental entity for any cause;
 - (6) Violation of the State Code of Ethics
 - (7) Failure to secure and/or maintain necessary licenses and/or permits;

- (8) Failure to comply with or meet bid specifications and or failure to be a responsible bidder.

SECTION 9. EXECUTION OF CONTRACT

The successful Bidder shall execute the Contract with the Owner in the form of the Contract included in the Specifications, a copy of which is annexed hereto, in such number of counterparts as the Owner may request within twelve (12) days after receipt of notice of award of the Contract by the Owner. 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 at the St. Tammany Parish Clerk of Court.

The Performance and Payment Bond that shall be supplied with the contract shall be in the amount of the contractor's total bid amount.

SECTION 10. MISCELLANEOUS

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 under Title VII of the Civil Rights Act of 1964, 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 Title V 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.

SECTION 11. ADDITIONAL REQUIRED INFORMATION/DOCUMENTATION TO BE SUPPLIED BY THE LOW BIDDER

To the extent that the front end documents, including the Instructions to Bidders, General Conditions and Supplementary Conditions, require that any information or documentation be supplied with the bid, and which said information or documentation is not allowed to be required with the bid under the Louisiana Uniform Public Works Bid Form, then the requirement to provide it with the bid is waived. All such required information or documentation not provided with the bid must be provided within 10 calendar days of bid opening by the apparent low bidder. Failure to provide said information and documentation within the 10 calendar days shall be grounds to declare the bid non-responsive.

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: City of Covington
317 N. Jefferson Avenue
Covington, LA 70433

BID FOR: City of Covington
MLK DRAINAGE REHABILITATION
C0240

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: City of Covington

_____ and dated: _____
(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) _____ .

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

_____ Dollars (\$ _____)

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:

_____ Dollars (\$ _____)

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

_____ Dollars (\$ _____)

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

_____ Dollars (\$ _____)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:

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

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

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

LOUISIANA UNIFORM PUBLIC WORK BID FORM

UNIT PRICE FORM

TO: City of Covington
317 N. Jefferson Avenue
Covington, LA 70433

BID FOR: City of Covington
MLK DRAINAGE REHABILITATION
C0240

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

DESCRIPTION:	☒ Base Bid or ☐ 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:	☒ Base Bid or ☐ Alt.# ___ CONSTRUCTION LAYOUT			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
GR-02	1	LS		

DESCRIPTION:	☒ Base Bid or ☐ Alt.# ___ REMOVAL OF PIPE (4" PIPE)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
202-02-32140	50	LF		

DESCRIPTION:	☒ Base Bid or ☐ Alt.# ___ REMOVAL OF PIPE (24")			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
202-02-32142	20	LF		

DESCRIPTION:	☒ Base Bid or ☐ Alt.# ___ REMOVAL OF CONCRETE DRIVES			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
202-02-06100	111	SY		

DESCRIPTION:	☒ Base Bid or ☐ Alt.# ___ CONCRETE DRIVE (6" THICK)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
706-02-00300	111	SY		

DESCRIPTION:	☒ Base Bid or ☐ Alt.# ___ CLEARING AND GRUBBING			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
201-01-00100	1	LS		

DESCRIPTION:	☒ Base Bid or ☐ Alt.# ___ STORM DRAIN (15") (RCP/RPVC)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
701-03-01002	13	LF		

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: City of Covington
317 N. Jefferson Avenue
Covington, LA 70433

BID FOR: City of Covington
MLK DRAINAGE REHABILITATION
C0240

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

DESCRIPTION:	☒ Base Bid or ☐ Alt.# ____ STORM DRAIN (42") (RCP/RPVCP)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
701-03-01092	285	LF		

DESCRIPTION:	☒ Base Bid or ☐ Alt.# ____ STORM DRAIN PLASTIC TEES			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
NS-701-03001	1	EA		

DESCRIPTION:	☒ Base Bid or ☐ Alt.# ____ STORM DRAIN (8" SCH 40 PVC) (DOWNSPOUT COLLECTOR)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
701-03-01006	200	LF		

DESCRIPTION:	☒ Base Bid or ☐ Alt.# ____ FLOWABLE FILL (FILL EXISTING PIPE)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
710-01-00100A	83	CY		

DESCRIPTION:	☒ Base Bid or ☐ Alt.# ____ FLOWABLE FILL (8" THICK - GROUT RIP-RAP)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
710-01-00100B	116	SY		

DESCRIPTION:	☒ Base Bid or ☐ Alt.# ____ MANHOLE (R-CB-11MOD)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
702-02-00300	1	EA		

DESCRIPTION:	☒ Base Bid or ☐ Alt.# ____ CATCH BASIN (CB-02)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
702-03-00200	4	EA		

DESCRIPTION:	☒ Base Bid or ☐ Alt.# ____ CATCH BASIN (CB-01)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
702-03-00100	1	EA		

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: City of Covington
317 N. Jefferson Avenue
Covington, LA 70433

BID FOR: City of Covington
MLK DRAINAGE REHABILITATION
C0240

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

DESCRIPTION:	☒ Base Bid or ☐ Alt.# ___ RIPRAP (30 LB, 18" THICK)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
711-01-03020	116	SY		

DESCRIPTION:	☒ Base Bid or ☐ Alt.# ___ CONCRETE HEADWALL			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
805-01-01000	1	LS		

DESCRIPTION:	☒ Base Bid or ☐ Alt.# ___ N/A			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
N/A	N/A	N/A		

DESCRIPTION:	☐ Base Bid or ☐ Alt.# ___			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
N/A	N/A	N/A		

DESCRIPTION:	☐ Base Bid or ☐ Alt.# ___ N/A			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
N/A	N/A	N/A		

DESCRIPTION:	☐ Base Bid or ☐ Alt.# ___ N/A			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
N/A	N/A	N/A		

DESCRIPTION:	☐ Base Bid or ☐ Alt.# ___ N/A			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
N/A	N/A	N/A		

DESCRIPTION:	☐ Base Bid or ☐ Alt.# ___ N/A			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
N/A	N/A	N/A		

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

SECTION 00 43 13
BID BOND FORM

Date: _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____, as Principal, and
, as Surety, are held and firmly bound unto the
_____ (Obligee), in the full and just sum of
five (5%) percent of the total amount of this proposal, including all alternates, lawful money of the United
States, for payment of which sum, well and truly be made, we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally firmly by these presents.

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

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

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

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

PRINCIPAL (BIDDER)

SURETY

BY: _____
AUTHORIZED OFFICER-OWNER-PARTNER

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

**SECTION 00 45 19
NON-COLLUSION AFFIDAVIT**

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED _____, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND SAID THAT HE IS THE FULLY AUTHORISED _____ OF _____ (HEREIN AFTER REFERRED TO AS BIDDER) THE PARTY WHO SUBMITTED A BID FOR _____, BID NO. _____ AND SAID AFFIANT FURTHER SAID:

- 1) That bidder 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 bidder whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for bidder; and
- 2) That no part of the contract price received by bidder 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 bidder whose services in connection with the construction of the public building or project were in the regular course of their duties for bidder.
- 3) Said bid is genuine and the bidder has not colluded, conspired or agreed directly or indirectly with any other bidder to offer a sham or collusive bid.
- 4) Said bidder has not in any manner, directly or indirectly, agreed with any other person to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to induce any other person to refrain from bidding.
- 5) Said bidder is not intended to secure an unfair advantage or benefit from the City of Covington or in favor of any person interested in the proposed contract.

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

SIGNATURE OF AUTHORIZED SIGNATORY OF
BIDDER

SWORN TO AND SUBSIBED

BEFORE ME THIS _____ DAY OF

_____, 20____.

NOTARY PUBLIC

SECTION 00 45 21
PAST CRIMINAL CONVICTION AFFIDAVIT

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED

_____, WHO AFTER BEING BY ME DULY SWORN, DEPOSED
AND SAID THAT HE IS THE FULLY AUTHORISED _____ OF
_____(HEREIN AFTER REFERRED TO AS BIDDER) THE PARTY
WHO SUBMITTED A BID FOR _____, BID NO.
_____. AND SAID AFFIANT FURTHER SAID:

He/she personally has not been convicted of, nor has he/she entered 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.

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

SIGNATURE OF AUTHORIZED SIGNATORY OF
BIDDER

SWORN TO AND SUBSRIBED

BEFORE ME THIS _____ DAY OF

_____, 20____.

NOTARY PUBLIC

SECTION 00 45 43
CORPORATE RESOLUTION/AUTHORITY TO SIGN

If the Bidder is a corporation or partnership, attach to bid submittal a certified copy of corporate resolutions or evidence of authority to sign authorizing an officer of the Corporation to execute the Agreement contained within this document on behalf of the Corporation.

SECTION 00 46 19
EMPLOYEE VERIFICATION AFFIDAVIT FORM
(R.S. 38:2212.10(C))
(Verification of Employees)

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

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

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER

Witness

Witness

Notary Public

SECTION 00 52 10
HOLD HARMLESS AGREEMENT

_____ (Contractor) agrees to protect, defend, indemnify, save, and hold harmless the City of Covington, its elected and appointed officials, departments, agencies, boards and commissions, their officers, agents servants, employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property to the extent caused by any act or omission of Contractor, its agents, servants, employees, and subcontractors, or any and all costs, expense and/or attorney fees incurred by the City of Covington as a result of any claim, demands, and/or causes of action that results under the performance or non-performance of this contract.

_____ (Contractor) agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

SIGNED, this ____ day of _____, 20__.

WITNESSES:

(Name of Company or Contractor)

Printed Name: _____

BY: _____
(Signature of Authorized Officer)

Printed Name: _____

Printed Name: _____
Title: _____

STATE OF _____

PARISH OF _____

SWORN TO and subscribed before me, Notary, on this ____ day of _____, 20__.

NOTARY PUBLIC
My Commission Expires: _____

Contractor - please complete the following:

Claims contact for this project will be:

(Print name and title of Contact Person)

Address

Email address

Telephone#

Cell #

Fax #

**FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT**

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

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents for the MLK DRAINAGE REHABILITATION

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: paving and drainage work as indicated in the project plans and specifications.

- 2.02 The Project has been designed by Duplantis Design Group, PC which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 – CONTRACT TIMES

- 3.01 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 3.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within 180 days after the date when the Contract Times commence to run as indicated on a written Notice to Proceed provided to Contractor from the City of Covington, and completed and ready for final payment within 180 days after the date when the Contract Times commence to run.

- 3.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed per written approval of City Engineer. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$ 1500

for each day that expires after the time specified in Paragraph 3.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$ 1500 for each day that expires after the time specified in Paragraph 3.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 4 – CONTRACT PRICE

4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 4.01.A, below:

- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item performed under each task order.

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. No unit price adjustments for actual quantities will be made.

ARTICLE 5 – PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment. Progress payments on account of Unit Price Work will be based on the number of units completed and will be incorporated into a form of Application for Payment acceptable to Engineer. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

5.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during

performance of the Work as provided in Paragraph 5.02.A.1 below. All such payments will be measured by the Unit Price Work based on the number of units completed.

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with contract provisions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

5.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price as recommended by Engineer, less retainage.
- B. Following acceptance of the Work by Owner, Contractor, at his expense, shall file the acceptance with the Clerk of Court and Ex-Officio Recorder of Mortgages within 30 days of receipt of fully executed Certificate of Substantial Completion. If Contractor fails to file within the stipulated time, Owner may file the Certificate of Substantial Completion and deduct such cost from Contractor's Retainage.
- C. 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), and recommendation of payment by ENGINEER.
- D. If Contractor fails to submit the required clear lien and privilege certificate and Application for Retainage Payment within seventy-five (75) days after the filing of the acceptance and other documentation, Owner may secure the required clear lien and privilege certificate from the Clerk of Court and Ex-Officio Recorder of Mortgages and deduct such cost from Contractor's Retainage. Owner may also pay the remainder of Contractor's Retainage without the Application for Retainage Payment after the aforementioned time has elapsed and after all work has been completed on the Project and the required 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 has been submitted to or acquired by the Owner.

ARTICLE 6 – CONTRACTOR'S REPRESENTATIONS

- 6.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any.
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 00 52 43 - 1 to 00 52 43 - 7, inclusive).
 - 2. Performance and Payment bond (pages 00 61 13 - 1 to 00 63 13 - 2, inclusive).
 - 3. General Conditions (pages 00 72 43 - i to 00 72 43 - 55, inclusive).
 - 4. Specifications as listed in the table of contents of the Project Manual.

5. Addenda (numbers _____ to _____, inclusive).
6. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages _____ to _____, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages _____ to _____, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 8.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 8 – MISCELLANEOUS

8.01 *Terms*

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

8.02 *Assignment of Contract*

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

8.03 *Successors and Assigns*

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

8.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- B. The City of Covington reserves the right to cancel this contract at anytime and for any reason by issuing a thirty (30) day written notice to contractor.

8.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on date as signed by Mayor of Covington.

OWNER:

CONTRACTOR

By: _____
Title: Mayor - City of Covington
Date: _____

By: _____
Title: _____
Date: _____

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

Attest: _____
Title: City Engineer- City of Covington
Address for giving notices:
317 N. Jefferson Avenue
Covington, LA 70433

Attest: _____
Title: _____
Address for giving notices:

License No.: _____

SECTION 00 61 63
PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we (1) * _____ and (2) * _____

hereinafter called "Principal" and (3) * _____ a Surety Company authorized to do and doing business in the State of Louisiana, hereinafter called "Surety" are held and firmly bound unto the City of Covington, Louisiana, hereinafter called "Owner" in penal sums of

_____ dollars (\$_____) Performance Bond and
_____ dollars (\$_____) Payment Bond in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, jointly and severally, firmly by these presents.

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

City of Covington
MLK DRAINAGE REHABILITATION

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

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

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

IN WITNESS WHEREOF, this instrument is execute in **Three (3)** originals each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST: _____
(PRINCIPAL)

(SEAL) _____ By _____
(Principal Secretary)

(Witness as to Principal) (Address)

Address

Surety

ATTEST:
(SEAL) _____ By: _____
(Surety) Secretary

(Witness as to Surety)

Address

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

SECTION 00 62 11
SUBMITTAL TRANSMITTAL FORM

Date: _____

Submittal No. _____

To:	From:

Per the General Conditions, contractor shall use this transmittal form for submittal of shop drawings, testing reports, and product information. The procedure for submitting these items is located in the General Conditions.

Contractor shall follow all specifications. Failure to follow all requirements included in the contract documents and specifications will constitute as reason for the return of the submittal for an additional re-submittal. Contractor is to number each submittal.

Project Name: _____

Specification Section No. _____

Contractor: _____

Subcontractor/Supplier: _____

Notes/Comments:

Submittal Review:

- ☐ No Exceptions Taken ☐ Approved as Noted ☐ Revise and Resubmit
☐ Incomplete/Not Reviewed(Resubmit) ☐ Rejected

Review is only for general conformance with the design concept of the project and general compliance with the information given in the contract documents and specifications. Contractor is responsible for: dimensions which shall be confirmed and correlated at the job site; fabrication processes and techniques of construction; coordination of his or her work with that of all other trades; and the satisfactory performance of his or her work. Approval of submittal does not relieve the contractor, subcontractor or material supplier of his or her responsibility to comply with the requirements of the contract documents.

DATE _____

Signature _____

Title _____

Organization/Company _____

SECTION 00 62 76
APPLICATION FOR PAYMENT FORM

TO:	FROM:
-----	-------

PROJECT: _____ CHECK ONE: ☐ PARTIAL ☐ FINAL

DATE: _____ APPLICATION NO.: _____

CONTRACTOR'S APPLICATION FOR PAYMENT

1. Original Contract Sum _____
2. Net Change By Change Orders _____
3. Contract Sum to Date \$ _____
4. Total Completed and Stored to Date..... _____
5. Retainage
 - a. _____% of work completed \$ _____
 - b. _____% of stored material _____Total Retainage \$ _____
6. Total Earned Less Retainage \$ _____
7. Less Previous Applications for payment _____
8. Current Payment Due \$ _____
9. Balance Due to Finish Including Retainage..... \$ _____

The undersigned certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous payments were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of Louisiana

Parish of : _____

Subscribe and sworn before me this _____ day of _____, _____

NOTARY PUBLIC: _____

My Commission Expires: _____

**SECTION 00 63 57
CHANGE ORDER REQUEST FORM**

Date: _____

Request No. _____

To:	From:

Description of Change Order Request:

References/Support Documents For Change Order:

For the change order request above, contractor is to provide a itemized cost proposal addressing the Engineer's proposed changes to the Contract Documents and Specifications. This proposal should indicate changes in Task Order Cost and Task Order Duration.

THIS DOCUMENT IS ONLY A PROPOSAL REQUEST. No work is to begin on items indicated in this Change Order Request until a written Notice to Proceed with Change Order is given by Engineer.

CHANGE ORDER REQUESTED BY:

DATE _____

Engineer's Signature

Title

Organization/Company

Seal: _____

CHANGE ORDER FORM

PROJECT NAME: _____

Change Order No. _____

Date Initiated: _____

Engineer's description, explanation, & estimated cost of proposed revision:

Page 1 of 1

In order to facilitate plans for local development, the City has opted to make changes / additions to the Project requirements that result in quantity changes to the following existing items:

There is requested increase in contract time of ____ days due to the cost of the above changes.

The preceding will necessitate the following changes in quantities (if space is not sufficient, use extra forms):

ITEM NO.	ITEM	UNIT	UNIT PRICE	REVISED		ORIGINAL	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT
					\$ 0.00		\$ 0.00
					\$ 0.00		\$ 0.00
					\$ 0.00		\$ 0.00
					\$ 0.00		\$ 0.00
					\$ 0.00		\$ 0.00
					\$ 0.00		\$ 0.00
					\$ 0.00		\$ 0.00
					\$ 0.00		\$ 0.00
					\$ 0.00		\$ 0.00
					\$ 0.00		\$ 0.00
					\$ 0.00		\$ 0.00
Additional contract days requested:		Amount of over run and under run	\$ 0.00	TOTAL	\$ 0.00	TOTAL	\$ 0.00

It is mutually agreed to perform and accept the above revisions in accordance with original contract and applicable specifications at the above prices. Approval of this change order by the Parish

Engineer may be subject to and conditioned upon approval by other participating agencies and becomes official upon distribution.

CONTRACTOR:

Name

Title

DATE _____

PROJECT MANAGER:

Name

Title

DATE _____

OWNER:

Name

Title

DATE _____

SECTION 00 65 16
CERTIFICATE OF SUBSTANTIAL COMPLETION

DATE OF ISSUANCE: _____

OWNER: City of Covington

CONTRACTOR: _____

PROJECT: _____

OWNER's Project No. _____

☐ This Certification of Substantial Completion applies to **all Work** under the Contract Documents.

☐ This Certification of Substantial Completion ***applies to the following specified parts*** of the Contract Documents:

The Work to which this Certificate applies has been inspected by authorized representatives of the OWNER, CONTRACTOR and ENGINEER, and found to be substantially complete and is also the date of commencement of applicable warranties required by the Contract Documents, * (except as attached.)

The Work is hereby declared to be substantially complete with the Contract Documents on:

Date of Substantial Completion

☐ A "Punch-List" of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of the CONTRACTOR to complete all Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by the CONTRACTOR within _____ days of the above date of Substantial Completion.

☐ * A list of "excepted" Warranty items is attached hereto.

Contractor's Representative

I, _____, certify that work has been installed in accordance with the contract documents. As applicable, I agree to any "Punch-list" or warranty items as listed as part of the substantial completion.

Contractor's Signature

Date

License Number

Engineer's Representative

I, _____, certify that based upon inspection of work, the work has been substantially completed in accordance with City of Covington requirements, contract documents, and approved plans and specifications.

Engineer Signature

Date

License Number

Owner's Representative

I, _____, certify that I have received all contract documents and that it is the City's responsibility to see that the project is maintained in accordance with the contract documents.

Owner Signature

Date

SECTION 00 72 43
GENERAL CONDITIONS

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. 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 which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *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.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer 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, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
 12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other

Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*—A written notice given 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 under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—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.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—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.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which 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 to support scheduled performance of related construction activities.
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 which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
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 for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
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 at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *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, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and 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.

1.02 Terminology

- A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. Intent of Certain Terms or Adjectives:

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. Day:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. Defective:

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. Furnish, Install, Perform, Provide:

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to five printed or hard copies of the Drawings and Project Manual and one set in electronic format. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Time will commence to run on the day indicated in the Notice to Proceed.

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract, 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 Documents;
 - 2. a preliminary Schedule of Submittals

2.06 *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 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, 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 instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 - 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement 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, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract

Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3. The work shall be performed in accordance with the Louisiana Administrative Code Title 33, part IX, subpart 3, chapter 73, amended June 2022, and any supplement or amendments thereto issued prior to the date of these Contract Documents, except as modified or supplemented in these General Conditions, Special Provisions, drawings, or other Contract Documents.
4. Standard Specifications: Refer in precedent order to the Louisiana Administrative Code Title 33, part IX, subpart 3, chapter 73, amended June 2022, and the other specifications of ASTM, ANSI, AWWA, etc., as referenced and as published on the date of the bid advertisement.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, 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) any standard, specification, manual, or code, or (c) 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 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); 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 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 - 1. A Field Order;
 - 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
 - 3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 - 2. 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.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefore as provided in Paragraph 10.05.
- 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 the Work is to be performed 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.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:*

- 1. A topographic survey of the pond was performed on January 11, 2022, by Bryant Hammett and Associates, LLC. No other survey has since been conducted.
- 2. No maps of existing underground utilities and facilities are available from the City of Covington for the Contractor's information. Contractor is responsible for identifying and locating underground utilities.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* 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 specifications and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.
 - 4. Any aspects of the Contractor's means, methods, techniques, sequences, procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

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

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition 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 meet any one or more of the categories described in Paragraph 4.03.A; and
 - 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 Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final 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
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as

provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or 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) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. The cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of

any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefore as provided in Paragraph 10.05.

4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* No reports and drawings are known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- C. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) 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 4.06.E.
- D. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefore as provided in Paragraph 10.05.
- E. 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. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work,

then either party may make a Claim therefore as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

- F. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- G. 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 a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Within 10 days of the initial agreement, Contractor shall furnish a certified letter from a bonding company, as deemed acceptable by these documents, stating that the contractor can maintain this capacity at all times during the contract duration.
- B. Contractor shall furnish performance and payment bonds within 10 days of the effective date of any Contract in the amount of \$100,000 or greater, each in the amount at least equal to the Contract estimated value, as security for the performance and payment of all Contractor's obligations under the contract documents. These bonds shall remain in effect until expiration of the contract. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- C. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

- D. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
 4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
 6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

5.07 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice

to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

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

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

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

6.04 *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. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description 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 or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
 - 1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
 - 2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) 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
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. 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.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and

subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.
- B. Proof of any permits required for the performance of Work must be provided by the Contractor to the Owner before the Work pertaining to the permits can begin.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear 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. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *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.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. 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 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 by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site 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 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 property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record

documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *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. 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, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs. The contractor is responsible for all site safety.

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. 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 6.17.D.

- B. 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. Submittal Procedures:

1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.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's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

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

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

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

6.20 *Indemnification*

- A. 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 performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefore, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefore as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. 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. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, 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.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

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

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner is not responsible for inspections, tests, and approvals set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

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

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER’S STATUS DURING CONSTRUCTION

9.01 *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 Documents.

9.02 *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 9.09. 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.

9.03 *Project Representative*

- A. Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which 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. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

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

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.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 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *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 by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefore as provided in Paragraph 10.05.

10.02 *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 as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. Changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. Changes in the Contract Price or Contract Times, which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. Changes in the Contract Price or Contract Times, which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *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, 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.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of

said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and

approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone 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 Contractor is required by the Contract Documents to purchase and maintain.

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

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 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:*

1. Contractor agrees that:

- a. 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
- b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *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. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- 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. There will be no adjustment in unit prices for increased or decreased quantities under this contract except as stated otherwise.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

- B. The value of any Work covered by a Change Order or of any Claim for 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, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefore as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or 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) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

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

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Contractor shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except as otherwise specifically provided in the Contract Documents.
- 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 and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. 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.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, 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, furnishing all necessary labor, material, and equipment.

- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such 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 Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefore as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefore as provided in Paragraph 10.05.

13.05 *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, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Final Acceptance of the Project by the Owner (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. repair such defective land or areas; or
 - 2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) 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 pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefore as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor

fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

- B. In exercising the rights and remedies under this Paragraph 13.09, 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, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, 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 and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefore as provided in Paragraph 10.05. 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 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Unit Price Work

- A. Progress payments on account of Unit Price Work will be based on the number of units completed and will be incorporated into a form of Application for Payment acceptable to Engineer.

14.02 Progress Payments

A. Applications for Payments:

- 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, 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 9.07, 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 Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

- c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
- 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

- 1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. 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;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
- 2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action 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, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *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 (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- 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 therefore.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefore. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. 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 tentative list.

14.05 *Partial Utilization*

- 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. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and 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 14.04.A through D for that part of the Work.
 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and 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 therefore. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 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 5.10 regarding property insurance.

14.06 *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 is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *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, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:

- a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) 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.

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. 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. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such

payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *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 notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefore as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will 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 established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
3. Contractor's repeated disregard of the authority of Engineer; or
4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
2. 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

3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.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 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) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed 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.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. 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. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

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

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 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 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Owner does not submit to mediation or arbitration.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

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

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents 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.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by

Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. 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.

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

END OF SECTION

INSURANCE REQUIREMENTS

The Contractor shall procure insurance coverage against claims that may arise from, or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The Contractor shall keep all the required insurance in force continuously pursuant to their responsibility described in this contract, including any and all extensions. The Contractor shall pay all costs, premiums, and charges earned and payable under the required insurance. For the purpose of this exhibit: the term "Contractor" shall also include their respective agents, representatives, employees or subcontractors; and the term "City of Covington" (hereinafter called the "City") shall include their respective officers, agents, officials, employees, volunteers, boards and commissions.

- A. Minimum Scope and Limits of Insurance: The insurance required shall be written for not less than the scope and limits of insurance specified in this exhibit, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage is greater. It is agreed that the scope and limits of insurance coverage specified in this exhibit are minimum requirements and shall in no way limit or exclude the City from additional limits and coverage provided under the Contractor's policies.
 - 1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, contractual liability and products /completed operations and \$2,000,000 annual aggregate.
 - 2. Automobile Liability and Physical Damage Coverage: \$1,000,000 combined single limit per occurrence for any auto, including statutory uninsured/underinsured motorists coverage and \$1,000 medical payments for the purpose of this contract.
 - 3. Workers' Compensation: Coverage A / Workers' Compensation: statutory limits as required by the Labor Code of the State of Louisiana. Coverage B / Employer's Liability: limits of \$500,000 each accident, \$500,000 disease/policy limit, \$500,000 disease/each employee. The Contractor agrees to hold the City of Covington, the Mayor, and the City Council, their respective boards and commissions, officers, agents, officials, employees, servants, volunteers, contractors and representatives harmless from any and all suits, claims, and actions arising from personal injuries sustained by the Contractor or Contractor's employees during the course of the performance of this contract, however caused.
- B. Additional Insured Endorsement: All liability policies (with the exception of Worker's Compensation and Professional Liability) shall have the City of Covington, the Mayor, the City Council, and their respective officers, agents, officials, employees, volunteers, boards and commissions endorsed as an Additional Insured with respect to liability arising out of or in connection with the activities performed by or on behalf of the Contractor; products and

completed operations of the Contractor; premises owned, leased, or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City.

- C. Acceptability of Insurers: Contractor's policies shall be written by insurance companies licensed to do business in the State of Louisiana, with a Best's rating of no less than A-:VII, or otherwise deemed acceptable by the City's Director of Administration.
- D. Subcontractors: Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- E. Waiver of Subrogation: Contractor shall provide that all insurance policies include a waiver of subrogation clause that states that it is agreed that in no event shall the insurance company have any right of recovery against the City. When the Contractor is self-insured, it is agreed that in no event shall the Contractor have any right of recovery against the City.
- F. Claims-Made Form: If the insurance coverage is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the contract. The certificate of insurance shall state the retroactive date and that the coverage is claims-made. The Contractor shall maintain coverage for the duration of the contract and for the two (2) years following the completion of the contract. Evidence of such coverage shall be provided to the City thirty (30) days prior to each policy expiration.
- G. Aggregate Limits: If a general aggregate is used, the general aggregate limit shall apply separately to the project or shall be twice the occurrence limit. All aggregate limits must be declared to the City. It is agreed that the Contractor shall notify the City with reasonable promptness with information concerning the erosion of limits due to claims paid under the general aggregate during the contract term. If the aggregate limit is eroded, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The Contractor shall pay the premium.
- H. Deductibles and Self-Insured Retentions: Contractor must declare any deductibles or self-insured retentions to the City. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.
- I. Notice of Cancellation or Nonrenewal: Contractor shall provide the City with 30 days prior written notice if any of the policies required by this exhibit shall be suspended, voided, cancelled or reduced in coverage or in limits. All Contractor's policies required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage

or in limits except after thirty (30) days prior written notice has been provided. Ten (10) days prior written notice shall be given for non-payment of premium.

- J. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:
 - 1. Liability Coverage: The Contractor's insurance coverage shall be primary insurance with respect to the City. Any insurance or self-insurance maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the City.
- K. Verification of Coverage: The Contractor shall provide the City with certificates of insurance, declaration pages, policy endorsements or provisions confirming compliance with this exhibit before work commences. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies, at any time. All insurance documents required by this exhibit should be mailed to: City of Covington, Director of Administration, 317 North Jefferson Avenue, Covington, LA 70433.
- L. Failure to Purchase or Maintain Insurance: If the City or the Contractor is damaged by failure of the Contractor to purchase or maintain insurance required by this exhibit, the Contractor shall bear all reasonable costs including, but not limited to, attorney's fees and costs of litigation, properly attributable thereto.

SECTION 00 80 00

**Storm Water Pollution Prevention Plan (SWPPP)
And
Storm Water Best Management Practices (BMP) Requirements**

GENERAL

1. The contractor shall prepare and maintain a Storm Water Pollution Prevention Plan (SWPPP), which describes in specific details the Contractor's program to prevent contamination of the storm water collection system for a project.
2. Contractor shall implement, maintain, inspect and remove all erosion and sediment controls identified in the SWPPP. The program shall address both common construction activities and extraordinary events.
3. Contractor shall include Water Pollution Control Drawings (WPCD) in the SWPPP to illustrate the locations, applications and deployment of Best Management Practices (BMPs) identified in the SWPPP. The WPCDs shall be included as an attachment to the SWPCP.
4. Best Management Practices (BMPs): A Best Management Practice is a technique, process, activity, or structure used to reduce the pollutant content of a storm water or non-storm water discharge. BMPs may include simple, non-structural methods such as good housekeeping, staff training, and preventive maintenance. Additionally, BMPs may include structural modifications such as the installation of berms, canopies or treatment control
5. The Contractor shall comply with laws, rules, and regulations of the State of Louisiana and agencies of the United States Government prohibiting the pollution of lakes, wetlands, streams, or river waters from the dumping of contaminants, refuse, rubbish or debris.
6. The contractor shall submit six (6) copies of the SWPPP, a minimum of 10 working days prior to beginning construction, to the Engineer. **Construction shall not begin until the SWPPP is approved.** Contractor shall update the SWPPP as necessary during the work to prevent contamination of the storm water collection system.
7. Before start of work, Contractor shall train all employees and subcontractors on the approved SWPPP and related WPCD and provide the City of Covington with written documentation of said training.

CONSTRUCTION

The contractor shall keep a copy of the SWPPP on the job site. The Contractor shall provide

continuously at the job site all the tools, equipment, and materials necessary to implement the SWPPP at all times from project initiation through completion, including any punch list or warranty work on the project. At a minimum the following requirements shall be met as applicable, to the maximum extent practicable, at construction sites:

1. **Storm Drain System Protection:** At the first order of work, the Contractor shall protect the existing storm drain system from entrance of construction debris and pollutants. Such protection shall include implementing the BMP's as outlines in the SWPPP. Protection shall prohibit the discharge of untreated runoff from temporary or permanent street maintenance/landscape, maintenance material, and waste storage areas from entering the storm drain system. Sediment that is generated on the project site shall be retained using structural drainage controls. In addition, the protection system shall have a minimum of three features: 1) a particulate filter of geosynthetic material securely Fastened in place such that it cannot be bypassed without significant physical damage; a prefilter for the particulate filter; and 3) on-hand materials to close off the inlet or opening in the case of a significant pollution spill. Contractor shall monitor and maintain all storm drain inlet protection devices during rain events to prevent flooding.
2. **Material Management & Storage:** No construction-related materials, wastes, spills or residues shall be discharged from the project site to streets, drainage facilities or adjacent properties by wind or runoff. All materials and/or equipment storage areas where liquid construction materials are placed, shall be protected by a physical barrier capable of containing the entire volume of stored liquid materials. During active construction activities, portions of the barrier may be removed for access. However, the barrier materials must be readily accessible for replacement by onsite construction personnel. The barrier must be in place at all times during the absence of Contractor personnel at the storage site. Building materials shall be placed on pallets and covered in event of rain. Do not store materials in the street or gutter area.
3. **Equipment & Vehicle Maintenance:** Non-storm water runoff from equipment and vehicle washing, and any other activity shall be contained at the project site. It shall not be allowed to discharge from the project site to streets, drainage facilities or adjacent properties by wind or runoff. The Contractor shall inspect vehicles and equipment on each day of use. Leaks shall be repaired off-site if possible. If necessary to repair on site, the runoff must be contained or the problem vehicle or equipment shall be removed from the site until repaired. If necessary, drip pans shall be placed under the vehicles or equipment while not in use to catch and/or contain drips and leaks.
4. **BMP Inspection:** The Contractor shall inspect all pollution control BMP's regularly. The Contractor shall also repair/replace any damaged or clogged element on a daily basis. During periods of precipitation where any runoff occurs, the system shall be checked twice a day, seven days a week, whether or not any work has been performed. The daily checks shall be between 6 a.m. to 9 a.m., and 4 p.m. to 8 p.m. The Contractor shall keep a monitoring inspection log of each inspection.
5. **Spill Prevention & Cleanup Plan:** Contractor shall have a spill prevention plan and spill cleanup materials readily available, and addressed in the SWPPP. Spills shall be cleaned up immediately using dry methods if possible. Spill cleanup materials shall be properly disposed off site.

Contractor shall keep a record of any spills in the inspection log. In addition, at the end of the project, the Contractor must certify that all contaminated materials have been properly disposed in accordance with the SWPPP.

6. **Asphalt & Concrete Activities:** Asphalt and concrete activities shall be scheduled for dry weather. Contractor shall prohibit saw cutting during a storm event of 0.25 inches or greater. Store bags of cement away from gutters, and storm drains: sealed and covered, protected from rainfall runoff and wind. Place tarp under cement mixer before operating to catch spills. Never dispose of cement washout or concrete dust onto driveways, streets, gutters, or storm drains.
7. **Sidewalk Washing:** The following methods should be utilized to prevent discharge of sidewalk cleaning wastewater into the storm system:
 - Sweep and pick up all areas to be cleaned before using water.
 - Manually scrape gum from sidewalks and other surfaces.
 - Must use high pressure and low volume of water with no additives, and at an average usage of 0.006 gallons per square foot of surface area to be rinsed.
 - Use a wet/dry vacuum to collect wash water for disposal. Large volumes of wash water may require the use of a small sump pump to remove wash water from the job site.
 - One or more of the following methods are recommended to prevent pollutants from entering the storm drain system:
 - Sandbags can be used to create a barrier around storm drains.*
 - Rubber mats or plugs can be used to seal drain openings.*
 - Temporary berms or containment pads help keep water on site.*
 - Use berms of sandbags to direct wash water to landscaping.*
 - Use large squeegees to accumulate sheet flow for collection.
 - * Remember to remove plugs, berms, and sandbags or you may be liable for flooding.
 - Wash water that may contain hazardous waste such as oil-saturated absorbents, water with lead or other heavy materials from oxidized paint, and solvent cleaners will require special treatment. This must be disposed of through a hazardous waste facility.
8. **Employee BMP Training:** Contractor shall train employees and subcontractors on BMP implementation, general good housekeeping, proper spill containment, and cleanup. Before job begins, Contractor shall provide the City of Covington with written documentation of training, and keep all documentation in the SWPCP.
9. **Inspection:** Contractor shall inspect, repair/replace, as needed, all job site BMP's a minimum of:
 - Biweekly
 - Before, during, and after a major rain event.Contractor shall document the inspections in the SWPPP.
10. **Dewatering:** Avoid dewatering discharges where possible by using the water for dust control, infiltration, etc.

MLK CREEK DRAINAGE REHABILITATION - TECHNICAL SPECIFICATIONS

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Christopher M. Russo
6/27/2025

DIVISION 01 – GENERAL REQUIREMENTS
GR-01 SUMMARY OF WORK

PART 1 GENERAL

1.01 APPLICATION

- A. The General Contractor and all SubContractors shall familiarize themselves with the Bidding Requirements and Division 01 – General Requirements, Division 02 – Standard Items, and shall comply with all parts of these documents pertinent to the Work.

1.02 PROJECT LOCATION

- A. The proposed sitework is located in the City of Covington, St. Tammany Parish, Louisiana located behind the occupied Department of Children & Family Services building on 300 Covington Ctr, Covington, LA 70433. Approximate project coordinates are 30.480484N and -90.092352W.

1.03 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work covered by this section consists of furnishing all plant, labor, equipment and materials, and performing all operations necessary for the proposed drainage improvements. This Work includes, but is not limited to, the following items:
 - 1. Required mobilization and construction layout for the improvements.
 - 2. Required demolition of existing structures and obstructions.
 - 3. Required paving, signage and striping.
 - 4. Required drainage and grading operations.
 - 5. Required erosion control operations.
- B. This Work shall be performed in strict conformity to the lines, grades, thicknesses, and other dimensions as depicted on the Drawings, or as otherwise directed by the Engineer.
- C. Drawings and general provisions of the Contract, including General Conditions and Special Provisions, apply to this Section.
- D. This Work shall be in accordance with the respective Sections of the Louisiana Department of Transportation and Development Standard Specifications for Roads and Bridges, 2016 Edition (LSSRB), as amended and augmented herein: The Schedule of Bid Items is included in Appendix A of this document.
- E. The information included herein is intended to supplement the LSSRB, which is incorporated by reference. In the event that a conflict between any provision of these specifications and any reference specification should arise, the most stringent provision shall apply.

1.04 PRE-CONSTRUCTION CONFERENCE

- A. Contractor shall coordinate with the Engineer prior to construction to conduct a Pre-Construction Conference. Time and location to be determined.
- B. Contractor shall have present all supervisory personnel and project managers at the Pre-Construction Conference.
- C. Work Plan should be submitted and approved by the Engineer prior to the pre-construction conference.

1.05 WORK PLAN

- A. The Contractor shall develop a written Work Plan which accounts for all of the construction activities required by the Contract Documents. The Work Plan shall include a list of the individual construction tasks to be completed and the estimated dates for beginning and completing the tasks. It shall also include all other items which are applicable to completing the Work such as, but not limited to, the following:
 - 1. Hurricane and Severe Storm Plan;
 - 2. Site-specific Health and Safety Plan;
 - 3. The delivery method and source(s) of all construction materials (company or producer name, mailing and physical address, phone number, and name of contact person).
 - 4. The personnel, material, subContractors, fabricators, suppliers, types of equipment, and equipment staging areas the Contractor proposes to use for construction;
 - 5. Shop drawings, test results, and sample submittals;
 - 6. Plan for layout and stakeout;
 - 7. All supplemental items specified in the General Conditions;
 - 8. Documenting the pre-construction conditions of the site and existing structures with videos and photographs, particularly all angles of the building, the shed near the headwall, areas to be excavated, and any potential areas of concern per section 1.06 of this specification.
 - 9. Acknowledgement and plan of action should excessive vibrations be noted by the vibration monitoring.
- B. The Work Plan shall be submitted to the Engineer prior to the Pre-Construction Conference. The Engineer shall review the Work Plan and have the Contractor make any necessary revisions prior to acceptance of the plan. No payment for mobilization will be made until the Work Plan has been accepted by the Engineer.

1.06 SITE ACCESS

- A. The site may be accessed via the DCFS parking lot, or East Clark Street as needed. The Contractor shall record High Definition (HD) video of East Clark Street and the DCFS parking lot and building prior to Construction and the video shall be submitted to the Engineer with the Work Plan in an acceptable digital format. Any areas damaged or unsurfaced by the Contractor within or outside the

limits of construction shall be repaired to better or same condition as before construction.

1.07 LAY-DOWN YARD

- A. The Contractor shall designate a proposed lay-down area for material and equipment storage. This area must be reviewed and approved by both the Engineer and the City prior to the start of construction activities. Subject to approval, the Contractor may utilize the Right-of-Way (ROW) along East Clark Street as the designated lay-down area.
- B. If the ROW along East Clark Street is insufficient for the Contractor, Contractor shall, at his own expense, procure an area for lay down yard that is lawful and permitted and will not impact any wetlands or other environmentally or culturally protected areas.
- C. The Contractor shall repair and restore the lay-down area to equal to or better than existing condition upon completion of the project.

1.08 WATERLINE CONFLICTS

- A. Contractor shall coordinate with the City of Covington Public Works regarding all waterline and drainage conflicts. Contractor shall incorporate time in the construction schedule for Public Works to offset existing waterline as needed. It is the Contractor's responsibility to field verify the location of existing waterline and expose the waterline prior to Public Works offsetting the line. Contractor to contact Engineer if field conditions differentiate from the plans.

1.09 EQUIPMENT USE AND EXCAVATION

- A. Due to the potential risk of building settlement caused by vibrations from heavy machinery, the City and Engineer recommend limiting mechanical excavation near the existing structure for all Work adjacent to the existing structure. Efforts to minimize vibrations shall be made to the greatest extent practical. Should any signs of settlement or excessive vibrations be observed, all Work shall be halted immediately, and the situation will be reassessed with the City and Engineer to ensure the integrity and safety of the structure.
- B. If work is halted by the City or Engineer due to vibration/settlement of the structure, additional days will be added to the contract. If the halted work exceeds 30 working days, the Contractor may request to charge time for downtime if the sole cause of the halted work is due to the vibration/settlement of the structure as indicated by City or Engineer.

-- END OF SECTION --

GR-02 CONSTRUCTION LAYOUT

PART 1 GENERAL

1.01 DESCRIPTION OF WORK INCLUDED

- A. 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.
- B. The Contractor shall furnish all of the materials, labor and equipment necessary to perform the layout of the various construction components shown in the Plans and as outlined in these Specifications. All surveys shall be performed by personnel who are approved by the Engineer and under the direct supervision of a professional surveyor licensed in the state of Louisiana. Survey data shall reference the North American Datum of 1983 (NAD 83), Louisiana South Zone, U. S. Survey Feet, and the North American Vertical Datum of 1988 (NAVD 88), Geoid 12B, U. S. Survey Feet or most recent vertical datum as approved by Engineer. Contractor shall provide the details for the survey stakeout and layout in the Work Plan.
- C. Contractor shall stakeout the limits of construction prior to commencement of construction and establish appropriate erosion control measures.

1.02 QUALIFICATIONS

- A. Registered land surveyor of the discipline required for the specific service of the Project, licensed in the State of Louisiana and acceptable to the City.

1.03 SURVEY REFERENCE POINTS

- A. The base topographic survey used for the design of the project was prepared by Duplantis Design Group, PC Survey in April 2024 and revised in August 2024.
- B. Horizontal and vertical control points for the Project should be those designated on the Drawings. Contractor shall locate, verify, and protect existing survey control points prior to starting Work. Contractor shall establish additional benchmarks as needed to perform layout.

PART 2 PRODUCTS (N/A)

PART 3 EXECUTION

3.01 CONSTRUCTION LAYOUT

- A. The Contractor shall employ sufficient qualified 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.

- B. 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.
- C. Temporary Bench Marks (TBM): TBM's have been installed as shown on the survey. The Contractor shall maintain the TBMs for the duration of the Work. If necessary, the Contractor shall establish Temporary Benchmarks (TBMs) as needed. In the event that any TBM is disturbed or destroyed, the TBM shall be repaired or reinstalled by approved personnel at the expense of the Contractor.

ELEVATION NOTE:

ELEVATIONS SHOWN ARE NAVD 1988 (GEOID 18) AS DERIVED FROM GPS
OBSERVATIONS USING THE LSU C4G NETWORK (2024.25).

SITE BENCHMARK A: 60D NAIL IN THE WEST SIDE OF A POWER POLE ±15'
WEST OF THE NORTHWEST BUILDING CORNER OF 400 COVINGTON CENTRE,
AND ±110 NORTH OF COVINGTON CENTRE. (SEE DRAWING FOR LOCATION)

ELEVATION: 23.88'

SITE BENCHMARK B: 60D NAIL IN THE SOUTH SIDE OF A POWER POLE ±15'
SOUTH OF EAST CLARK STREET, AND ±180' WEST OF NORTH COLLINS
BOULEVARD (HWY 190). (SEE DRAWING FOR LOCATION)

ELEVATION: 25.57'

PART 4 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. Measurement for payment of Base Bid Item No. GR-02, Construction Layout shall be on a Lump Sum basis.

4.02 PAYMENT

- A. Payment for Bid Item GR-02, Construction Layout, shall be made at the Contract Lump Sum price. Sixty percent (60%) of the Lump Sum price for this item will be paid to the Contractor upon completion of the initial layout of the proposed improvements. The remaining forty percent (40%) will be paid to the Contractor upon issuance of substantial completion and immediately prior to demobilization. Payment shall constitute full compensation for personnel, equipment, supplies, and other incidentals related to this item of Work.

-- END OF SECTION --

GR-03 SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 DESCRIPTION

- A. Engineering data covering all equipment and fabricated materials to be furnished under this contract shall be submitted to the Engineer for review after the Contractor verifies all applicable field measurements, quantities, dimensions, performance criteria, etc. This data shall include drawings and descriptive information in sufficient detail to show the kind, size, arrangement, and operation of component materials and devices; the external operation of connections, piping diagrams; performance characteristics and capacities; and dimensions and clearances needed for installation and correlation with other materials and equipment. If manufacturer's standard drawings are submitted, modify and delete information which is not applicable to the Work. The Engineer will not be required to review incomplete submittals.
- B. All submittals, regardless of origin, shall be stamped with the approval of Contractor and identified with the name and number of this contract, Contractor's name, date, and references to applicable specification paragraphs and Contract Drawings. By approving Submittals, Contractor represents that he has determined and verified all materials, field measurements and field construction criteria related thereto and that he has checked and coordinated the information within the submittal with the requirements of the Work. Each submittal shall indicate the intended use of the item in the Work. When catalog pages are submitted, applicable items shall be clearly identified. The current revision, issue number, and date shall be indicated on all drawings and other descriptive data. Submittals shall reference sheet and/or section numbers of the Contract Documents to which they relate.
- C. All deviations from the Contract Documents shall be specifically and clearly identified on each submittal and shall be tabulated in Contractor's letter of transmittal. Such submittals shall, as pertinent to the deviation, indicate essential details of all changes proposed by Contractor (including modifications to other facilities that may be a result of the deviation) and all required piping and wiring diagrams.
- D. Contractor shall accept full responsibility for the completeness of each submission, and, in the case of a resubmission, shall verify that all exceptions previously noted by Engineer have been taken into account. In the event that more than one resubmission is required because of failure of Contractor to account for exceptions previously noted, Contractor shall reimburse City for the charges of Engineer for review of the additional resubmission.

- E. Any need for more than one resubmission, or any other delay in obtaining Engineer's review of submittals, will not entitle Contractor to extension of the Contract Time unless delay of the Work is directly caused by a change in the Work authorized by a Change Order or by failure of Engineer to return any submittal within 28 calendar days after its receipt in the Engineer's office.
- F. Engineer's review of drawings and data submitted by Contractor will cover only general conformity to the Contract Documents. Engineer's review does not indicate a thorough review of all dimensions, quantities, and details of the material, equipment, device, or item shown. Engineer's review of submittals shall not relieve Contractor from responsibility for errors, omissions, or deviations, nor responsibility for compliance with the Contract Documents.
- G. One (1) copy of each drawing and necessary data shall be submitted to Engineer. Engineer will not accept submittals from anyone but Contractor. Submittals shall be consecutively numbered in direct sequence of submittal and without division by subcontracts or trades. Resubmittals shall bear the number of the first submittal followed by a letter (A, B, etc.,) to indicate the sequence of the resubmittal.
- H. When the drawings and data are returned marked REJECTED or REVISE AND RESUBMIT, the corrections shall be made as required, as noted thereon, and as indicated by Engineer and corrected copies shall be resubmitted. Commence no portion of Work requiring submittals until submittal has been approved by Engineer.
- I. When corrected copies are resubmitted, Contractor shall, in writing, direct specific attention to all revisions and shall list separately any revisions made other than those called for by Engineer on previous submissions. Resubmittals shall be clearly and obviously labeled as such.
- J. When the drawings and data are returned marked REVIEWED or REVIEWED AS NOTED, no additional copies need to be furnished. Contractor is responsible for distributing copies to his SubContractors and material suppliers.

1.02 SAMPLES

- A. Samples shall be of sufficient size and quantity to:
 - 1. Clearly illustrate the functional characteristics of the product with integrally related parts and attachment devices.
 - 2. Clearly illustrate the full range of color texture, and pattern.
 - 3. Serve as a sample for testing.
- B. Label each sample with identification required for transmittal letter.

1.03 SCHEDULE OF MAJOR EQUIPMENT

- A. Where manufacturers of this major equipment are mentioned in the specifications followed by the words "or approved substitute" any substitution equipment shall

be submitted for the Engineer's review. Performance specifications where no manufacturer is mentioned do not require prior review.

1.04 EQUIPMENT CONFIGURATIONS

- A. The indicated sizes of equipment shown on the Plans and specified herein represent sizes that were used for the design. In the event the Contractor, supplier, or manufacturer changes the size of the equipment, the changes to the adjacent equipment or piping to provide for adaptation of equipment to the project shall be coordinated by the Contractor and shall be called to the attention of the Engineer at the time of the affected submittal. Any expense incurred in changing equipment sizes shall be borne by the Contractor.

PART 2 – PRODUCTS (N/A)

PART 3 – EXECUTION

3.01 AGREEMENT IN PRODUCTION OF SUBMITTALS

- A. Contractor agrees that Shop Drawing Submittals processed by the Engineer are not Change Orders; that the purpose of Shop Drawing Submittals by the Contractor is to demonstrate to the Engineer that the Contractor understands the design concept, that he demonstrates his understanding by indicating which equipment and material he intends to furnish and install and by detailing the fabrication and installation methods he intends to use. Contractor further agrees that if deviations, discrepancies, or conflicts between Shop Drawing Submittals and the contract documents in the form of design drawings and specifications are discovered either prior to or after Shop Drawing Submittals are processed by the Engineer, the design drawings and specifications shall control and shall be followed.

PART 4 – MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT

- A. No separate payment shall be made for this Section. The Work specified herein shall be considered incidental to other items of Work, the cost of which shall be incorporated therein.

-- END OF SECTION --

DIVISION 02- STANDARD ITEMS

ITEM 201-01-00100 CLEARING AND GRUBBING

PART 1 – GENERAL

1.01 SCOPE

- A. Clear, grub, and remove vegetation and debris except such items that are designated to remain or to be removed under other pay items. Cut trees, logs, brush, stumps and debris; excavate and remove stumps, roots, submerged logs, snags, and other vegetative or objectionable material; dispose removed material in accordance with LSSRB 201; and clean the area within the limits of construction.
- B. Clearing shall be performed within the limits of the construction. Scope of Work includes removal of two trees and stump (stump to be ground and chips hauled off) having DBH of 30" or greater, various bushes near the existing DCFS building as shown on the Plans for removal, shrubs near the existing concrete headwall at the SW corner of the project limits, and grassed areas within the proposed trench limits.
- C. Existing shed shown in the Plans shall be removed by others. Contractor shall coordinate with the City on timeline of shed removal.
- D. Install silt fencing prior to commencing any clearing and grubbing operations. This feature shall be placed in accordance with the specifications and in conformity to the lines, grades, and thickness shown on the Plans.

PART 2 – PRODUCTS

- A. Temporary silt fencing shall be wire-supported or a self-supported system. Other silt fencing systems may be used when approved. Silt fencing shall comply with LSSRB 1018.15.1.2 Self-Supported Silt Fencing: Self-supported silt fencing shall consist of an approved geotextile fabric suitably attached to posts of either wood or steel installed in accordance with plan details. Geotextile fabric shall comply with LSSRB Section 1019, Class G. Posts for silt fencing shall be installed to a depth necessary to maintain the integrity of the system.

PART 3 – EXECUTION

3.01 CLEARING AND GRUBBING

- A. Any clearing within the project limits required to construct the proposed improvements as shown in the Plans including but not limited to tree removal, shrub removal, debris removal, etc.
- B. Clearing shall not commence until the pre-construction conference has been conducted on site and the Contractor is notified by the Engineer.

PART 4 – MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. Measurement for Bid Item No. 201-01-00100, Clearing and Grubbing, shall be measured by the Lump Sum. Stump, tree, shrub, root and removal of all cleared materials shall be completed prior to payment for this item.
- B. The installation, maintenance, and removal of silt fencing is considered incidental to the Work and shall not be subject to separate measurement and payment.

4.02 PAYMENT

- A. Payment for Bid Item No. 201-01-00100, Clearing and Grubbing, shall be made at the Contract Lump Sum unit price. Payment shall constitute labor, equipment, outside services, and other incidentals related to this item of Work.

-- END OF SECTION --

ITEM 202-02-06100 REMOVAL OF CONCRETE DRIVES

PART 1 – GENERAL

1.01 SCOPE

- A. Dispose of pavements, stabilized or treated base courses, walks, curbs, and gutters, designated for removal as shown on the Plans and as directed.
- B. Includes removal of pavement within the existing DCFS parking lot as shown on Plans.
- C. Saw cutting the existing pavement is included in this item. Pavement shall be sawcut as shown in the Plans for a length of approximately 140 linear feet (LF).

PART 2 – PRODUCTS (N/A)

PART 3 – EXECUTION

3.01 EXECUTION

- A. Pavement removal shall be conducted in accordance with LSSRB Section 202.03.1.
- B. Construction sequencing for the removal of concrete pavement shall be included in the Work Plan consistent with the Work limitations set forth in these specifications. Contractor shall coordinate directly with the landowners for the respective access condition for temporary impacts to landowners.
- C. The Contractor shall exert all reasonable efforts to minimize vibrations during the removal of the concrete parking lot. In the event that the vibration monitoring system or survey monitoring detects settlement or vibrations exceeding acceptable levels, the Contractor shall immediately cease operations and coordinate with the Engineer to address the issue.

PART 4 – MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. Measurement for Bid Item No. 202-02-06100, Removal of Concrete Drives, shall be by the Square Yard.
- B. Saw cutting existing concrete pavement shall be included within this item and will not be measured or paid separately.

4.02 PAYMENT

- A. Payment for Bid Item No. 202-02-06100, Removal of Concrete Drives, shall be made at the Contract unit price per Square Yard.

-- END OF SECTION --

ITEM 706-02-00300 CONCRETE DRIVE (6" THICK)

PART 1 – GENERAL

4.03 SCOPE

- A.** Furnish and construct Portland cement concrete pavement in accordance with the dimensions established on the Plans for the parking area. Contractor shall provide all plant, labor, equipment, and materials necessary to complete all components of this Work.
- B.** The Contractor shall conduct a pre-construction video consistent with these specifications of all paved areas prior to construction.
- C.** If it is determined the Contractor damages, cracks, breaks, or removes any part of the existing concrete pavement in or outside the limits of construction, the Contractor shall replace that damaged portion at no direct pay.

PART 2 – PRODUCTS

- A.** Expansion joints should be filled with a ½ inch thick preformed expansion joint filler. Joints shall be filled with a pavement joint sealing material that meets the requirements of ASTM D3405 or D1190.
- B.** Portland cement concrete (Type B) to have minimum 4,000 PSI compressive strength at 28 days.
- C.** Compacted sand base and all materials shall be compliant with LSSRB section 901.02.
- D.** Contractor shall provide copy of delivery tickets to the Engineer.
- E.** The Contractor shall be responsible for all concrete testing to ensure compliance with the above specification. Testing shall be conducted by an independent testing agency approved by the Engineer.

PART 3 – EXECUTION

3.01 SUBGRADE PREPARATION, JOINTS, AND PAVING

- A.** Contractor shall execute the Concrete paving per the pavement section shown on the detail sheet in the Plans.
- B.** Contractor shall perform their own joint layout plan and include it in the Work Plan.
- C.** Compacted granular fill (sand) base should be compacted to at least 95% of the standard proctor maximum dry density as determined by ASTM D-698. Testing consultant shall test compaction prior to the Contractor pouring concrete drive. If it is determined that portions of the subgrade are not sufficiently compacted, Contractor shall rework the area to until proper compaction is achieved.

- D. Contractor shall perform the concrete paving consistent with LSSRB Section 706.03.
- E. Contractor shall notify the Engineer and City at minimum 5 business days prior to a planned concrete pour.
- F. Testing consultant shall make a minimum of three (3) concrete test cylinders per pour for compression strength testing. One (1) cylinder shall be tested at seven (7) days and two (2) cylinders at twenty-eight (28) days. Minimum compressive strength shall be 4,000 psi at twenty-eight (28) days.
- G. Control joint spacing shall be a maximum of 15 feet. If sawcut, control joints should be cut within 6 to 12 hours of concrete placement. Expansion joints should be maintained 60ft apart throughout the entire depth of pavement. Dowels at expansion joints should be #4 (1/2" diameter) bars, spaced at 18" on center in both directions at each joint.

PART 4 – MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. Measurement for Bid Item No. 706-02-00300, Concrete Paving (6" Thick), shall be by the Square Yard.
- B. No partial payment will be made for pouring concrete. Contractor is encouraged to complete the concrete paving in one instance so not to have multiple pours on multiple different days.

4.02 PAYMENT

- A. Payment for Bid Item No. 706-02-00300, Concrete Paving (6" Thick), shall be made at the Contract unit price per Square Yard. All testing shall be considered incidental to the Work and will not be subject to separate measurement and payment.
- B. Should the test results indicate the paved area does not meet the specification, the contract unit price will be adjusted in accordance with LSSRB Table 601-3. If individual core tests indicate compressive strength less than 3,000 psi, the Engineer will determine the course of action based on LSSRB 601.03.14.2.1. If the Engineer elects for the Contractor to remove and replace the 6" thick concrete pavement due to failure to meet the Plans or Specifications, the Contractor shall perform the Work at no additional pay.

-- END OF SECTION --

**ITEM 202-02-32142 REMOVAL OF PIPE (CROSS DRAIN 24" CMP), 202-02-32140
REMOVAL OF PIPE (STORM DRAIN 4" PVC)**

PART 1 – GENERAL

1.01 SCOPE

- A. Dispose of pipes designated for removal as shown on the Plans and as directed. Unsalvageable materials in a structure designated for removal shall become the property of the Contractor and shall be removed and disposed of by the Contractor.
- B. The pipe removal for the Item 202-02-32142 is for the removal of a 24" CMP pipe and Item 202-02-32140 is for the downspout collectors off the DCFS building to be removed.

PART 2 – PRODUCTS (N/A)

PART 3 – EXECUTION

3.01 EXECUTION

- A. Pipe removal shall be conducted in accordance with LSSRB Section 202.03.
- B. Construction sequencing for the removal of pipe shall be included in the Work Plan consistent with the Work limitations set forth in these specifications. Contractor shall coordinate directly with the landowners for the respective access condition for temporary impacts to landowners.

PART 4 – MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. Measurement for Bid Item No. 202-02-32142 Removal of Pipe (Cross Drain 24" CMP), 202-02-32140 Removal of Pipe (Storm Drain 4" PVC), shall be by the Linear Foot.

4.02 PAYMENT

- A. Payment for Bid Item No. 202-02-32142, Removal of Pipe (Cross Drain 24" CMP), 202-02-32140 Removal of Pipe (Storm Drain 4" PVC), shall be made at the Contract unit price per Linear Foot.

-- END OF SECTION --

ITEM 711-01-03020 RIP RAP (30LB, 18" THICK)

PART 1 – GENERAL

1.01 SCOPE

- A. Furnish and place riprap in accordance with LSSRB 711 and in conformity to the lines, grades, and thickness shown on the Plans or as directed by the Engineer.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Reference LSSRB Section 711.02.
- B. Geotextile fabric shall comply with LSSRB 1019.01.

PART 3 – EXECUTION

3.01 EXECUTION

- A. Grade slopes or areas on which riprap is to be placed to the required section and dimension. Place riprap on the prepared slope or area in a manner which will produce a reasonably well-graded mass of stone with a minimum practicable percentage of voids. Place the entire mass of stone in conformance with the lines, grades, and thickness in one operation without displacing underlying material.
- B. Place geotextile fabric on the prepared slope or area specified in the Plans in accordance with LSSRB 203.11.3 before placement of riprap. Take care not to damage the geotextile fabric when placing riprap.

PART 4 – MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. Bid Item No. 711-01-03020, Rip Rap (30LB, 18" Thick), shall be measured by the Square Yard. No measurement or payment will be made for excavation or backfilling.

4.02 PAYMENT

- A. Payment for Bid Item No. 711-01-03020, Rip Rap (30LB, 18" Thick), shall be made at the Contract unit price per Square Yard.
- B. Geotextile fabric is considered incidental to this Work.

-- END OF SECTION --

**ITEM 710-01-00100A FLOWABLE FILL (FILL EXISTING PIPE) & 710-01-00100B
(GROUT RIP-RAP)**

PART 1 – GENERAL

1.01 SCOPE

- A. 710-01-00100A: Furnish, place, and consolidate a controlled low strength flowable fill as an alternative to compacted soil to fill voids and backfill in and around the existing pipe.
- B. 710-01-00100B: Furnish, place, and consolidate a controlled low strength flowable fill over the required Rip Rap, as an alternative to compacted soil, ensuring all voids are filled and a solid, stable structure is provided.
- C. For Item 710-01-00100A, the Contractor shall excavate to partially expose the top half of the existing 42" pipe at the recommended locations shown on the Plans.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Flowable Fill: Reference LSSRB Section 710.02. Contractor shall use Excavatable Flowable Fill for both items. Design Mix shall follow LSSRB Table 710-1. Contractor to provide trial batch mix design to Engineer for approval prior to construction.
- B. Materials for backfilling the excavated areas shall be in accordance with LSSRB Section 701.02 unless other specified herein:
 - 1. Backfill Material - Backfill material shall be per LSSRB Section 701.08: Type "B" backfill materials are select soils with a maximum PI of 20, maximum LL of 35, and maximum organic content of 5%. Soils with silt content of 50% or greater and also a PI of 10 or less will not be allowed.
 - a. Material Testing: Contractor shall procure samples of the Type "B" backfill material from an LADOTD approved vendor and test material properties to verify compliance with LSSRB Section 701.08 and these specifications.
 - b. Reference Standards:
 - 1) ASTM D698 Standard Proctor Compaction. Frequency of testing shall be one compaction per trench. Contractor shall submit the test results within 5 business days of the test.
 - 2) ASTM D4318 Atterberg Limits. Frequency of testing shall be one sample per 250 tons or 200 CY of compacted material. Contractor shall submit the test results prior to construction for

initial approval of the material by the Engineer then within 5 business days thereafter of the sample's collection date.

2. "Final Backfill" above Type "B" backfill, as shown on BM-01 sheets 01 and 02 and stated in Note 4 on BM-01 sheet 01, shall be Plastic Soil Blanket material per LSSRB Section 203.10 or native excavated material from onsite excavations that is approved by the Engineer. If non-native/imported material is used, the Contractor shall have the "Final Backfill" material tested per LSSRB Section 201.10 and results approved by the Engineer prior to construction.
 - a. If native excavated material is used, it shall be free of all lumps, roots, stones, and other foreign matter larger than 2 inches in diameter or length and compacted to 95% of the maximum dry density as determined by ASTM D698.
 - b. If native excavated material is used as "Final Backfill", the material shall be stored onsite in a lawful manner and should not be allowed to excessively wet or disperse. Silt fence shall be erected to capture any runoff from stockpiled material with a footprint in excess of 30 square feet.
 - c. Un-used excavated material shall be hauled off and disposed of in a lawful manner at no direct pay.

PART 3 – EXECUTION

3.01 EXECUTION

- A. Place flowable fill in accordance with LSSRB 710.03 and to the lines and grades shown on the Plans.
- B. Placement of flowable fill for the purpose of filling the cracks in the rip rap should achieve a thickness of +/- 8 inches.
- C. Engineer highly recommends a phased approach to filling the existing pipe with the flowable fill. Contractor may utilize any reasonable method to ensure the pipes are fully filled and free of any voids. Engineer recommends coring the pipe periodically at the top of the pipe, and pumping in flowable fill until the pipe is full and discharging from the orifice being filled. Cutting and partitioning the existing pipe is permitted. Contractor shall include proposed method of filling pipe with flowable fill in the Work Plan.
- D. Due to the proximity of the building and the potential risk of settlement caused by heavy machinery, the Engineer strongly recommends that hand excavation be employed exclusively in areas required to expose the existing pipe. Should the Contractor opt to use machinery for excavation near the building, the Engineer advises that all equipment maintain the maximum possible distance from the building and utilize the smallest machinery possible to limit vibrations and soil disturbance.

- E. Upon backfilling the excavated areas with approved materials, Contractor shall ensure soil is positively graded to ensure water is directed away from the building.

PART 4 – MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. Bid Item No. 710-01-00100A, Flowable Fill (FILL EXISTING PIPE), shall be measured by the Cubic Yard by batch tickets as adjusted by the Engineer. Batch tickets shall be provided to the Engineer with the respective pay application in one uniform digital PDF submittal.
- B. Bid Item No. 710-01-00100B, Flowable Fill (GROUT RIP-RAP), shall be measured by the Square Yard based on the area of placement observed in the field. Batch tickets shall be provided to the Engineer with the respective pay application in one uniform digital PDF submittal.

4.02 PAYMENT

- A. 710-01-00100A: Payment for Flowable Fill (FILL EXISTING PIPE) will be made at the Contract unit price per Cubic Yard.
- B. 710-01-00100B: Payment for Flowable Fill (GROUT RIP-RAP) will be paid by the Square Yard.
- C. Payment for General Excavation and Backfill involved with this item shall be considered incidental to the Work.

-- END OF SECTION --

ITEM NS-701-03001 STORM DRAIN “INSERTA TEE” PLASTIC TEES

PART 1 – GENERAL

1.01 SCOPE

- A. This specification describes Inserta Tee service connections for use in gravity-flow sewer and storm drainage applications.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Inserta Tee service connections, as manufactured by Inserta Tee, shall consist of a PVC hub, rubber sleeve, and stainless steel band. Connection shall be a compression fit into the cored wall of a mainline pipe. Hub shall be made from heavy-duty PVC material. Stainless steel clamping assembly shall be of SS #301 for the band and housing and SS #305 for screws. Rubber sleeve and gasket, when applicable, shall meet the requirements of ASTM F477. Gaskets shall be installed by the manufacturer. A water-based solution provided by the manufacturer shall be used during assembly.
- B. The Inserta Tee can be installed into any mainline pipe or structure. Connection hubs are available to connect to corrugated polyethylene, corrugated polypropylene, PVC C900, SDR 26 HWS, SDR 35 (gasketed bell), IPS/Sch 40 (gasketed bell & solvent weld bell). Availability of connection diameters is based on the service pipe material.
- C. Contractor shall utilize the products listed herein or approved substitute. Approved substitute meet the same material properties as the listed product. Material properties documentation shall be included with drainage shop drawings submittals prior to construction.

PART 3 – EXECUTION

3.01 EXECUTION

- A. Installation shall be in accordance with manufacturer's recommended installation guidelines (reference detail STD-1100A for step-by-step installation instructions). The use of installation methods or hole saws not purchased from Inserta Fittings will void the performance warranty of the product. Backfill around the Inserta Tee service connection shall be of the same material type and compaction level as specified for the mainline pipe installation. For shallow H-20 traffic applications (< 2' of cover) or deep burial applications ($\geq$ 25' in burial depth), Inserta Tee shall be encased in concrete. Actual dimensions of concrete must be designed (by others) taking into consideration local soil conditions & other applicable design factors, but shall extend no less than 12" in any direction from the fitting. Contact your local representative or visit the website at www.adspipe.com for a copy of the latest installation guidelines.

- B. To assure watertightness, field performance verification may be accomplished by testing in accordance with ASTM F2487. Appropriate safety precautions must be used when field-testing any pipe material. Contact the manufacturer for recommended leakage rates.

PART 4 – MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. Measurement for Bid Item NS-701-03001 Storm Drain “Inserta Tee” Plastic Tees should be made per Each.

4.02 PAYMENT

- A. Payment for Bid Item NS-701-03001 Storm Drain “Inserta Tee” Plastic Tees, will be made at the Contract unit price per Each which will include all materials, tools, equipment, labor and incidentals necessary to complete the Work.

-- END OF SECTION --

ITEM 701-03-01092 STORM DRAIN (42" RCP/RPVCP), 701-03-01002 (15" RCP/RPVCP), 701-03-01006 (8" SCH 40 PVC/RPVCP)

PART 1 – GENERAL

1.01 SCOPE

- A.** Contractor shall furnish all materials, equipment, and labor to install pipe in conformity with these specifications and with the lines and grades shown on the Plans or as directed.
- B.** 42" RCP/RPVCP is the proposed drainage pipe from the proposed concrete headwall to the existing drainage structure located in the DCFS parking lot.
- C.** 15" RCP/RPVCP is the proposed drainage pipe in the ditch between the existing pipe to be filled with flowable fill and the DCFS building.
- D.** 8" SCH 40 PVC/RPVCP is the proposed downspout collectors from the DCFS building downspouts to the proposed 42" RCP/RPVCP.

PART 2 – PRODUCTS

2.01 PIPE, BEDDING, BACKFILL, & MISC. MATERIALS

- A.** Materials shall be in accordance with LSSRB Section 701.02 unless otherwise specified herein.
 - 1.** Bedding Material - All pipe and structure bedding material shall be #57 stone with the following gradation as defined by ASTM D448:

<u>Sieve Size</u>	<u>% Passing</u>
1 ½" (37.5 mm)	100%
1" (25.0 mm)	95-100%
½" (12.5 mm)	25-60%
No. 4 (4.75 mm)	0-10%
No. 8 (2.36 mm)	0-5%

- a.** Material Testing: Contractor shall procure samples from an LADOTD approved vendor, collect samples of the bedding material per ASTM D75, perform sieve analysis per ASTM C136 and determine fines content per ASTM C117. Contractor shall submit the test results prior to construction for approval by the Engineer. Frequency of testing shall be one sample per 20 Tons or 14 CY of compacted material.

2. Backfill Material - Backfill material shall be per LSSRB Section 701.08: Type "B" backfill materials are select soils with a maximum PI of 20, maximum LL of 35, and maximum organic content of 5%. Soils with silt content of 50% or greater and also a PI of 10 or less will not be allowed.
 - a. Material Testing: Contractor shall procure samples of the Type "B" backfill material from an LADOTD approved vendor and test material properties to verify compliance with LSSRB Section 701.08 and these specifications.
 - b. Reference Standards:
 - 1) ASTM D698 Standard Proctor Compaction. Frequency of testing shall be one compaction test per 200LF of trench. Contractor shall submit the test results within 5 business days of the test.
 - 2) ASTM D4318 Atterberg Limits. Frequency of testing shall be one sample per 250 tons or 200 CY of compacted material. Contractor shall submit the test results prior to construction for initial approval of the material by the Engineer then within 5 business days thereafter of the sample's collection date.
 3. "Final Backfill" above Type "B" backfill, as shown on BM-01 sheets 01 and 02 and stated in Note 4 on BM-01 sheet 01, shall be Plastic Soil Blanket material per LSSRB Section 203.10 or native excavated material from onsite excavations that is approved by the Engineer. If non-native/imported material is used, the Contractor shall have the "Final Backfill" material tested per LSSRB Section 201.10 and results approved by the Engineer prior to construction.
 - a. If native excavated material is used, it shall be free of all lumps, roots, stones, and other foreign matter larger than 2 inches in diameter or length and compacted to 95% of the maximum dry density as determined by ASTM D698.
 - b. If native excavated material is used as "Final Backfill", the material shall be stored onsite in a lawful manner and should not be allowed to excessively wet or disperse. Silt fence shall be erected to capture any runoff from stockpiled material with a footprint in excess of 30 square feet.
 - c. Un-used excavated material shall be hauled off and disposed of in a lawful manner at no direct pay.
- B. The Engineer and City reserves the right to request additional materials testing at any time at no additional cost to the City.

- C. Contractor may utilize RPVCP for the respective pipe size in accordance with LSSRB 1006 in lieu of RCP. RCP shall be in accordance with LSSRB Section 1016.
- D. Testing: The Contractor shall be responsible for all materials testing to ensure compliance with these specifications. Testing shall be conducted by an independent testing agency approved by the Engineer prior to construction. Testing shall be the responsibility of the Contractor at no direct pay.
- E. The 8" Sch. 40 PVC/RPVCP pipe shall be bedded and backfilled utilizing the same material for all other pipes per these specifications. Item 701-03-01006 shall be installed per the detail shown on sheet C-5 in the Plans.
- F. All other pipes shall be bedded and backfilled per these specifications and LADOTD standard plan BM-01 sheets 01 and 02 dated 10-26-2023.
- G. Geotextile Fabric shall be Mirafi 600 or approved substitute. Contractor shall submit product specification prior to construction.
- H. Contractor shall employ a temporary orange construction fence on the perimeter should any excavation greater than 1.00' in depth from natural ground be left open for more than 18 consecutive hours at no direct pay.

PART 3 – EXECUTION

3.01 EXECUTION

- A. Storm drain pipe shall be executed in accordance with LSSRB 701.
- B. Geotextile fabric shall be placed as indicated in the respective detail as well as around the pipe at each joint. Geotextile fabric shall overlap a minimum of 12" in all instances.
- C. All backfilled pipes, shall be bedded, backfilled, and/or capped per:
 - 1. 8" Sch. 40/RPVC pipe shall be backfilled per the detail on sheet C-5 in the Plans. The top 6"-8" of "Final Backfill" material shall be a plastic soil blanket material per LSSRB Section 203.10 or native excavated material approved by the Engineer.
 - 2. All other pipes in the Plans shall be backfilled as shown on LADOTD Standard Plan BM-01 sheets 01-02. The top 12"-14" of "Final Backfill" material shall be a plastic soil blanket per LSSRB Section 203.10 or native excavated material approved by the Engineer.
- D. Compaction: All fill/backfill material shall be compacted to a minimum of 95% of the maximum dry density and within +/- 2% of the optimum moisture content as determined by ASTM D698 (Standard Proctor). All material shall be installed in maximum 8" loose lifts in accordance with ASTM D698.

- E. Install temporary inlet and pipe protection to ensure that sediment and debris are prevented from entering the pipe throughout the construction process. Temporary inlet protection shall be installed per the detail on sheet C-3 of the Plans on the proposed catch basins if the structure or pipe will be exposed to potential sediment intrusion for a period of more than 3 hours. If it is determined that sediment has intruded into the pipe, the Contractor will be required to remove any sediment or material at no direct pay.
- F. All Trench excavations shall be sloped, shored, sheeted, braced or otherwise supported in compliance with OSHA regulations & local ordinances.
- G. Contractor shall coordinate with the City of Covington Public Works regarding all waterline and drainage conflicts. It is the Contractor's responsibility to field verify the location of existing waterline and expose the waterline prior to Public Works offsetting the line. Contractor to contract Engineer if field conditions differentiate from the plans.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. Measurement for Bid Items No. 701-03-01092, Storm Drain Pipe (42" RCP/RPVCP), 701-03-01002 Storm Drain (15" RCP/RPVCP), 701-03-01006 (8" SCH 40 PVC/RPVCP), shall be per Linear Foot of pipe installed.
- B. Temporary inlet and pipe protection, bedding material, backfill, and trench excavation safety measures needed to meet OSHA requirements shall be deemed incidental to the scope of Work and will not be subject to separate measurement for payment.
- C. Geotextile fabric will not be measured for separate payment and shall be considered incidental to the associated Contract items.
- D. All testing shall be considered incidental to the Work and will not be subject to separate measurement and payment.

4.02 PAYMENT

- A. Payment for Bid Items No. 701-03-01092, Storm Drain (42" RCP/RPVCP), 701-03-01002 Storm Drain Pipe (15" RCP/RPVCP), 701-03-01006 (8" SCH 40 PVC/RPVCP), shall be per Linear Foot.
- B. Payment shall not be requested until the structure or pipe is installed, backfilled, compacted, and requires no further earthwork or modification.
- C. Contractor may request partial payment for completed segments of Drainage Work that satisfy payment requirements.

-- END OF SECTION --

ITEM 702-02-00300 MANHOLE (R-CB-11 MOD), 702-03-00200 CATCH BASINS (CB-02), 702-03-00100 (CB-01)

PART 1 – GENERAL

1.01 SCOPE

- A. Procure and install catch basins and manholes in accordance with these specifications and the lines and grades shown on the Plans or as directed.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Catch basin and manhole materials shall comply with LSSRB 702.02.
- B. Bedding and Backfill materials shall be in accordance with LSSRB Section 701.02 unless otherwise specified herein.
1. Bedding Material - All pipe and structure bedding material shall be #57 stone with the following gradation as defined by ASTM D448:

<u>Sieve Size</u>	<u>% Passing</u>
1 ½" (37.5 mm)	100%
1" (25.0 mm)	95-100%
½" (12.5 mm)	25-60%
No. 4 (4.75 mm)	0-10%
No. 8 (2.36 mm)	0-5%

- a. Material Testing: Contractor shall procure samples from an LADOTD approved vendor, collect samples of the bedding material per ASTM D75, perform sieve analysis per ASTM C136 and determine fines content per ASTM C117. Contractor shall submit the test results prior to construction for approval by the Engineer. Frequency of testing shall be one sample per 20 Tons or 14 CY of compacted material.
2. Backfill Material - Backfill material shall be per LSSRB Section 701.08: Type "B" backfill materials are select soils with a maximum PI of 20, maximum LL of 35, and maximum organic content of 5%. Soils with silt content of 50% or greater and also a PI of 10 or less will not be allowed.
- a. Material Testing: Contractor shall procure samples of the Type "B" backfill material from an LADOTD approved vendor and test material properties to verify compliance with LSSRB Section 701.08 and these specifications.

b. Reference Standards:

- 1) ASTM D698 Standard Proctor Compaction. Frequency of testing shall be one compaction test per 200LF of trench. Contractor shall submit the test results within 5 business days of the test.
 - 2) ASTM D4318 Atterberg Limits. Frequency of testing shall be one sample per 250 tons or 200 CY of compacted material. Contractor shall submit the test results prior to construction for initial approval of the material by the Engineer then within 5 business days thereafter of the sample's collection date.
3. "Final Backfill" above Type "B" backfill, as shown on BM-01 sheets 01 and 02 and stated in Note 4 on BM-01 sheet 01, shall be Plastic Soil Blanket material per LSSRB Section 203.10 or native excavated material from onsite excavations that is approved by the Engineer. If non-native/imported material is used, the Contractor shall have the "Final Backfill" material tested per LSSRB Section 201.10 and results approved by the Engineer prior to construction.
- a. If native excavated material is used, it shall be free of all lumps, roots, stones, and other foreign matter larger than 2 inches in diameter or length and compacted to 95% of the maximum dry density as determined by ASTM D698.
 - b. If native excavated material is used as "Final Backfill", the material shall be stored onsite in a lawful manner and should not be allowed to excessively wet or disperse. Silt fence shall be erected to capture any runoff from stockpiled material with a footprint in excess of 30 square feet.
 - c. Un-used excavated material shall be hauled off and disposed of in a lawful manner at no direct pay.

PART 3 – EXECUTION

3.01 EXECUTION

- A. Material shall be placed and installed per LADOTD Standard Plan BM-01 and other pertinent details and specifications for the construction of the proposed drainage infrastructure.
- B. Catch basins and manholes shall be pre-cast units and contain the specified number, and size of pipe openings required for the drainage system. All Structural Concrete construction shall conform to LSSRB 805 and units shall be installed in accordance with LSSRB 702.04.
- C. Install temporary inlet and pipe protection to ensure that sediment and debris are prevented from entering the structures throughout the construction process.
Temporary inlet protection shall be installed per the detail on sheet C-3 of the Plans

on the proposed catch basins if the structure or pipe will be exposed to potential sediment intrusion for a period of more than 3 hours.

D. All backfilled structures, shall be bedded, backfilled, and/or capped per:

1. All structures in the Plans shall be backfilled as shown on LADOTD Standard Plan BM-01 sheets 01-02. The top 12"-14" of "Final Backfill" material shall be a plastic soil blanket per LSSRB Section 203.10 or native excavated material approved by the Engineer.
2. Compaction: All fill/backfill material shall be compacted to a minimum of 95% of the maximum dry density and within +/- 2% of the optimum moisture content as determined by ASTM D698 (Standard Proctor). All material shall be installed in maximum 8" loose lifts in accordance with ASTM D698.

PART 4 – MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. Measurement for Bid Item No. 702-02-00300 Manhole (R-CB-11 MOD) and 702-03-00200 Catch Basins (CB-02), 702-03-00100 (CB-01) should be per Each. Excavation, bedding material, backfill, and temporary inlet and pipe protection required for installation of these units will not be measured for payment and are considered incidental to this item. Dewatering, shoring and bracing needed to meet OSHA requirements are considered incidental to the Work and will not be measured for payment.

4.02 PAYMENT

- A. Payment for Bid Item No. 702-02-00300 Manhole (R-CB-11 MOD) and 702-03-00200, Catch Basins (CB-02), 702-03-00100 (CB-01), will be made at the Contract unit price per Each which will include all materials, tools, equipment, labor and incidentals necessary to complete the Work.
- B. Payment shall not be requested until the structure or pipe is installed, backfilled, compacted, and requires no further earthwork or modification.

-- END OF SECTION --

ITEM 727-01-00100 MOBILIZATION

PART 1 – GENERAL

1.01 SCOPE

- A. Consists of preparatory Work and operations, including those necessary for movement of personnel, equipment, supplies, and incidentals to the project site; the establishment of offices, buildings, and other facilities necessary for Work on the project; the cost of bonds and any required insurance; and other Pre-Construction expenses necessary for start of the Work, excluding the cost of construction materials.

PART 2 – PRODUCTS (N/A)

PART 3 – EXECUTION (N/A)

PART 4 – MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. Bid Item No. 727-01-00100, Mobilization, will be measured on a Lump Sum basis.

4.02 PAYMENT

- A. Payment shall be made at the Contract Lump Sum price per LSSRB, Subsection 727.05. Partial payments for mobilization will be made in accordance with the schedule of Table 727-1 up to a maximum of 10 percent of the original total contract amount, including this item.
- B. No payment for Mobilization will be made until the Work Plan has been accepted by the Engineer. Reference GR-01 “Summary of Work” for further detail regarding Work Plan.

**Table 727-1
Mobilization Payment Schedule**

Percent of Total Contract Amount Earned	Allowable Percent of the Lump Sum Price for Mobilization
1st Partial Estimate	25
10	50
25	75
50	100

-- END OF SECTION --

ITEM 805-01-01000 CONCRETE HEADWALL (MLK CREEK OUTFALL)

PART 1 – GENERAL

1.01 SCOPE

- A.** Furnish, place, finish, and cure concrete headwall structures as designated in the Plans.
- B.** Scope of Work involves the construction of the required concrete headwall within the existing MLK Creek near the western end of the existing 42" pipe to be capped. The headwall shall be tied into the existing concrete headwall as shown on the Plans.
- C.** Reference sheet C-5 Details for Concrete Headwall detail.

PART 2 – PRODUCTS

2.01 MATERIALS

- A.** Structural concrete materials shall comply with LSSRB 805.02.
- B.** Structural concrete (Class A) shall have a minimum of 4,000 PSI compressive strength at 28 days.
- C.** Rebar shall be #4 (1/2" diameter).
- D.** Contractor shall provide copy of delivery tickets to the Engineer.
- E.** The Contractor shall be responsible for all required concrete testing to ensure compliance with the specifications. Testing shall be conducted by an independent testing agency approved by the Engineer.
- F.** Bedding Material – Headwall bedding material shall be #57 stone with the following gradation as defined by ASTM D448:

<u>Sieve Size</u>	<u>% Passing</u>
1 ½" (37.5 mm)	100%
1" (25.0 mm)	95-100%
½" (12.5 mm)	25-60%
No. 4 (4.75 mm)	0-10%
No. 8 (2.36 mm)	0-5%

- a.** Material Testing: Contractor shall procure samples from an LADOTD approved vendor, collect samples of the bedding material per ASTM D75,

perform sieve analysis per ASTM C136 and determine fines content per ASTM C117. Contractor shall submit the test results prior to construction for approval by the Engineer. Frequency of testing shall be one sample per 20 Tons or 14 CY of compacted material.

- b. Backfill Material - Backfill material shall be per LSSRB Section 701.08: Type "B" backfill materials are select soils with a maximum PI of 20, maximum LL of 35, and maximum organic content of 5%. Soils with silt content of 50% or greater and also a PI of 10 or less will not be allowed.
 - 1) Material Testing: Contractor shall procure samples of the Type "B" backfill material from an LADOTD approved vendor and test material properties to verify compliance with LSSRB Section 701.08 and these specifications.
 - 2) Reference Standards:
 - a) ASTM D698 Standard Proctor Compaction. Frequency of testing shall be one compaction test per 200LF of trench. Contractor shall submit the test results within 5 business days of the test.
 - b) ASTM D4318 Atterberg Limits. Frequency of testing shall be one sample per 250 tons or 200 CY of compacted material. Contractor shall submit the test results prior to construction for initial approval of the material by the Engineer then within 5 business days thereafter of the sample's collection date.
- c. "Final Backfill" above Type "B" backfill, as shown on BM-01 sheets 01 and 02 and sheet C-5 "Details," shall be Plastic Soil Blanket material per LSSRB Section 203.10 or native excavated material from onsite excavations that is approved by the Engineer. If non-native/imported material is used, the Contractor shall have the "Final Backfill" material tested per LSSRB Section 201.10 and results approved by the Engineer prior to construction.
 - 1) If native excavated material is used, it shall be free of all lumps, roots, stones, and other foreign matter larger than 2 inches in diameter or length and compacted to 95% of the maximum dry density as determined by ASTM D698.
 - 2) If native excavated material is used as "Final Backfill", the material shall be stored onsite in a lawful manner and should not be allowed to excessively wet or disperse. Silt fence shall be erected to capture any runoff from stockpiled material with a footprint in excess of 30 square feet.
- G. Un-used excavated material shall be hauled off and disposed of in a lawful manner at no direct pay.

PART 3 – EXECUTION

3.01 EXECUTION

- A. Structural concrete headwalls shall be constructed per LSSRB 805.03 and the detail on sheet C-5 of the Plans.
- B. Contractor shall notify the Engineer and City at minimum 5 business days prior to a planned concrete pour so the City may oversee the testing and pour.
- C. Testing consultant shall make a minimum of three (3) concrete test cylinders per pour for compression strength testing. One (1) cylinder shall be tested at seven (7) days and two (2) cylinders at twenty-eight (28) days. Compressive shall be 4,000 psi at twenty-eight (28) days.
- D. Contractor shall ensure backfill behind concrete headwall is compacted sufficiently and rip-rap is placed within adequate time frame to limit exposure to erosion.
- E. Compaction: All fill/backfill material shall be compacted to a minimum of 95% of the maximum dry density and within +/- 2% of the optimum moisture content as determined by ASTM D698 (Standard Proctor). All material shall be installed in maximum 8" loose lifts in accordance with ASTM D698.

PART 4 – MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. Bid Item No. 805-01-01000, Concrete Headwall (MLK Creek Outfall) will be measured on a Lump Sum basis. Materials and testing shall be considered incidental to the Work and will not be subject to separate measurement and payment.
- B. Excavation, bedding material, and backfill required for installation of this item will not be measured for payment and will be considered incidental to this item.

4.02 PAYMENT

- A. Bid Item No. 805-01-01000, Concrete Headwall (MLK Creek Outfall) will be paid on a lump sum basis.
- B. Contractor shall not request payment for this item until it is fully completed and meets all specified requirements.
- C. Should the test results indicate the headwall does not meet the specification, the contract unit price will be adjusted in accordance with LSSRB Table 601-3. If individual core tests indicate compressive strength less than 3,000 psi, Chief Engineer will determine the course of action based on LSSRB 601.03.14.2.1. If the Engineer elects for the Contractor to remove and replace the headwall due to failure to reach minimum compressive strength, the Contractor shall perform the Work at no additional pay.

-- END OF SECTION --

APPENDIX A – SCHEDULE OF BID ITEMS

IFB SCHEDULE OF ITEMS
MLK CREEK DRAINAGE REHABILITATION

LINE NO.	ITEM NO.	DESCRIPTION	QTY	UNITS
1	727-01-00100	MOBILIZATION	1	LS
2	GR-02	CONSTRUCTION LAYOUT	1	LS
3	202-02-32140	REMOVAL OF PIPE (4" PIPE)	50	LF
4	202-02-32142	REMOVAL OF PIPE (24" PIPE)	20	LF
5	202-02-06100	REMOVAL OF CONCRETE DRIVES	111	SY
6	706-02-00300	CONCRETE DRIVE (6" THICK)	111	SY
7	201-01-00100	CLEARING AND GRUBBING	1	LS
8	701-03-01002	STORM DRAIN (15") (RCP/RPVCP)	13	LF
9	701-03-01092	STORM DRAIN (42") (RCP/RPVCP)	285	LF
10	NS-701-03001	STORM DRAIN PLASTIC TEES	1	EA
11	701-03-01006	STORM DRAIN (8" SCH 40 PVC/RPVCP) (DOWNSPOUT COLLECTOR)	200	LF
12	710-01-00100A	FLOWABLE FILL (Fill Existing Pipe)	83	CY
13	710-01-00100B	FLOWABLE FILL (8" Thick - Grout Rip-Rap)	116	SY
14	702-02-00300	MANHOLE (R-CB-11MOD.)	1	EA
15	702-03-00200	CATCH BASIN (CB-02)	4	EA
16	702-03-00100	CATCH BASIN (CB-01)	1	EA
17	711-01-03020	RIPRAP (30 LB, 18" THICK)	116	SY
18	805-01-01000	CONCRETE HEADWALL	1	LS

SECTION 03 – CIVIL PLANS

MLK CREEK DRAINAGE REHABILITATION

COVINGTON, ST. TAMMANY PARISH, LOUISIANA

CITY OF COVINGTON

UTILITY AND GOVERNING AUTHORITIES CONTACT LIST:

ELECTRIC

CLECO
832 E. BOSTON ST.
COVINGTON, LA 70433

WATER & SEWER

CHARLES ARTHUR, ASSISTANT
DIRECTOR OF PUBLIC WORKS
CITY OF COVINGTON
317 N. JEFFERSON AVENUE
COVINGTON, LA 70433
985.898.4700

GAS

ATMOS ENERGY
450 LAUREL ST., SUITE 2100
BATON ROUGE, LA 70801
888.286.6700

CITY ENGINEER

CALLIE BAKER, P.E.
CITY OF COVINGTON
317 N. JEFFERSON AVE.
COVINGTON, LA 70433
504.401.0129



SITE LOCATION MAP

SCALE: 1" = 500'

CITY OF COVINGTON PROJECT # C0240
DDG PROJECT # 23-1764

BID SET

PROJECT NOTES:

1. THIS PROJECT IS BEING CONSTRUCTED WITHIN THE BOUNDARIES OF THE CITY OF COVINGTON.

SHEET INDEX

1. C-0.....COVER SHEET
2. 1-2.....SURVEY PLAT
3. 2-2.....SURVEY PLAT
4. D-1.....DEMOLITION PLAN
4. ES-1.....EROSION AND SEDIMENT CONTROL
5. C-1.0.....OVERALL SITE PLAN
6. C-1.1.....SITE PLAN
7. C-2.....GRADING PLAN
4. C-3.....DETAILS
5. C-4.....DETAILS
6. C-5.....DETAILS

LADOTD STANDARD PLANS

- | | |
|----------------|------------|
| 1. BM-01 | 2 SHEET(S) |
| 2. CB-01 | 1 SHEET |
| 3. CB-02 | 1 SHEET |
| 4. R-CB-11MOD. | 1 SHEET |
| 5. CPR-01 | 3 SHEET(S) |

NOTE:

LADOTD STANDARD PLANS CAN BE ONLINE AT THE FOLLOWING WEB ADDRESS:
www.dotd.la.gov/about/office-of-engineering/publications-and-downloads/specifications-and-standards/standard-plans-and-special-details

MLK CREEK DRAINAGE REHABILITATION

300 COVINGTON COURT
COVINGTON, LA 70433
CITY OF COVINGTON

DDG
16564 E. BREWSTER ROAD | SUITE
101, COVINGTON, LA 70433
985.249.6180



CITY OF COVINGTON
PROJ. NO. C0240
DDG PROJECT NO. 23-1764

BID SET
06/27/2025

CHECKED
DRAWN BY
SHEET

CMR
HLK

C-0

DEVELOPER

City of Covington
317 N. Jefferson Avenue
Covington, LA 70433

PROJECT CLASSIFICATION: HEAVY CONSTRUCTION OR HIGHWAY, STREET AND BRIDGE CONSTRUCTION



Know what's below.
Call before you dig.

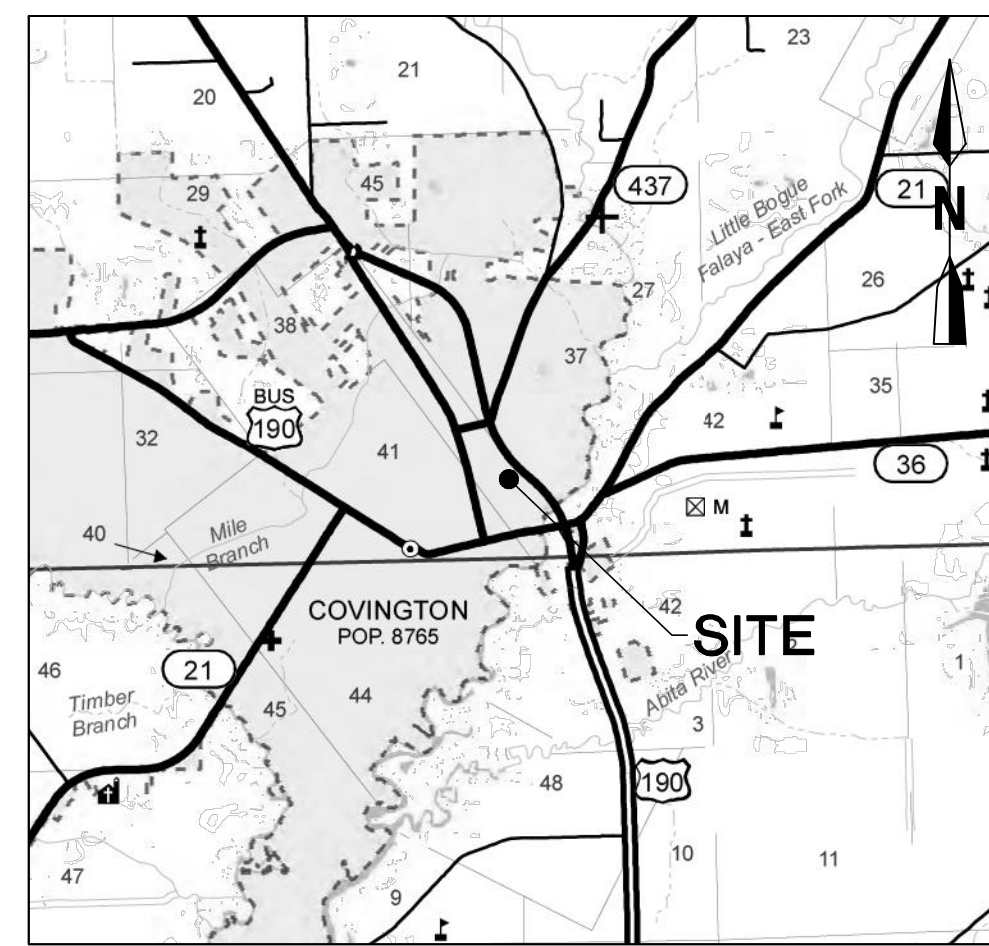
BOUNDARY AND TOPOGRAPHIC SURVEY

OF A 1.552 ACRE PARCEL SITUATED IN
SECTION 38, T6S-R11E,
GREENSBURG LAND DISTRICT
ST. TAMMANY PARISH, LOUISIANA
CITY OF COVINGTON

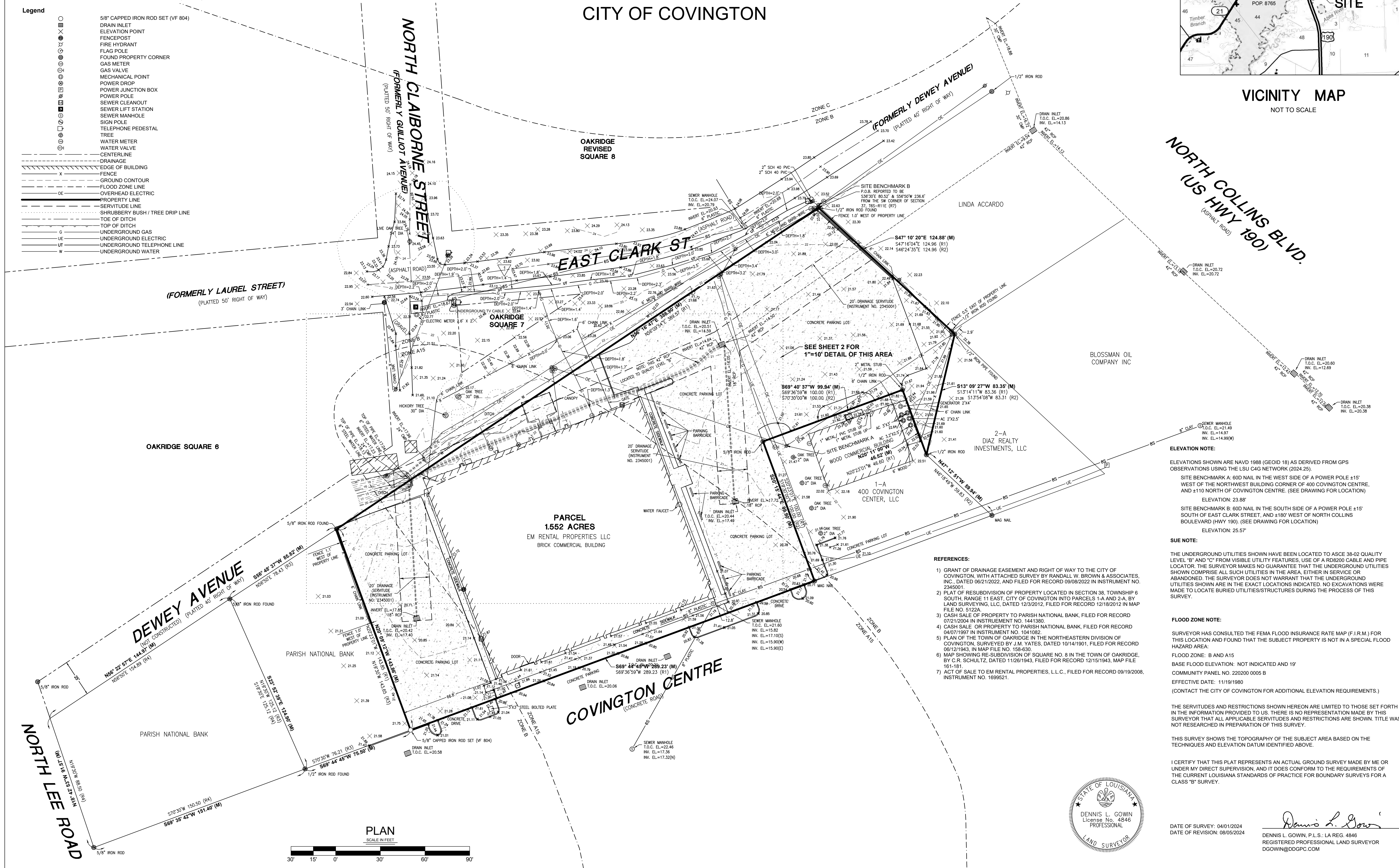


NOTE:
MEASURED BEARINGS BASED ON GRID NORTH, LOUISIANA STATE PLANE SOUTH ZONE (1702) NAD83
AS DERIVED FROM THE LSU C4G RTK NETWORK (2024.25).

- Legend**
- 5/8" CAPPED IRON ROD SET (VF 804)
 - DRAIN INLET
 - ELEVATION POINT
 - FENCEPOST
 - FIRE HYDRANT
 - FLAG POLE
 - FOUND PROPERTY CORNER
 - GAS METER
 - GAS VALVE
 - MECHANICAL POINT
 - POWER DROP
 - POWER JUNCTION BOX
 - POWER POLE
 - SEWER CLEANOUT
 - SEWER LIFT STATION
 - SEWER MANHOLE
 - SIGN POLE
 - TELEPHONE PEDESTAL
 - TREE
 - WATER METER
 - WATER VALVE
 - CENTERLINE
 - DRAINAGE
 - EDGE OF BUILDING
 - FENCE
 - GROUND CONTOUR
 - FLOOD ZONE LINE
 - OVERHEAD ELECTRIC
 - PROPERTY LINE
 - SERVITUDE LINE
 - SHRUBBERY BUSH / TREE DRIP LINE
 - TOE OF DITCH
 - TOP OF DITCH
 - UNDERGROUND GAS
 - UNDERGROUND ELECTRIC
 - UNDERGROUND TELEPHONE LINE
 - UNDERGROUND WATER



VICINITY MAP
NOT TO SCALE



ELEVATION NOTE:
ELEVATIONS SHOWN ARE NAVD 1988 (GEOID 18) AS DERIVED FROM GPS OBSERVATIONS USING THE LSU C4G NETWORK (2024.25).
SITE BENCHMARK A: 600 NAIL IN THE WEST SIDE OF A POWER POLE ±15' WEST OF THE NORTHWEST CORNER OF 400 COVINGTON CENTRE, AND ±110 NORTH OF COVINGTON CENTRE. (SEE DRAWING FOR LOCATION)
ELEVATION: 23.88'
SITE BENCHMARK B: 600 NAIL IN THE SOUTH SIDE OF A POWER POLE ±15' SOUTH OF EAST CLARK STREET, AND ±180' WEST OF NORTH COLLINS BOULEVARD (HWY 190). (SEE DRAWING FOR LOCATION)
ELEVATION: 25.57'

SUE NOTE:
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED TO ASCE 38-02 QUALITY LEVEL "B" AND "C" FROM VISIBLE UTILITY FEATURES. USE OF A ROD/ROD CABLE AND PIPE LOCATOR. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATIONS INDICATED. NO EXCAVATIONS WERE MADE TO LOCATE BURIED UTILITIES/STRUCTURES DURING THE PROCESS OF THIS SURVEY.

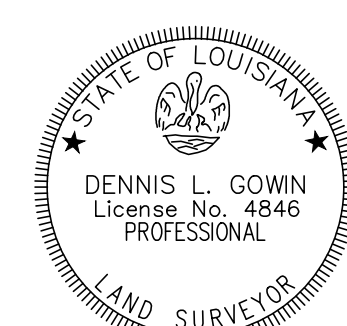
FLOOD ZONE NOTE:
SURVEYOR HAS CONSULTED THE FEMA FLOOD INSURANCE RATE MAP (F.I.R.M.) FOR THIS LOCATION AND FOUND THAT THE SUBJECT PROPERTY IS NOT IN A SPECIAL FLOOD HAZARD AREA:
FLOOD ZONE: B AND A15
BASE FLOOD ELEVATION: NOT INDICATED AND 19'
COMMUNITY PANEL NO. 220200 0005 B
EFFECTIVE DATE: 11/19/1980
(CONTACT THE CITY OF COVINGTON FOR ADDITIONAL ELEVATION REQUIREMENTS.)

THE SERVITUDES AND RESTRICTIONS SHOWN HEREON ARE LIMITED TO THOSE SET FORTH IN THE INFORMATION PROVIDED TO US. THERE IS NO REPRESENTATION MADE BY THIS SURVEYOR THAT ALL APPLICABLE SERVITUDES AND RESTRICTIONS ARE SHOWN. TITLE WAS NOT RESEARCHED IN PREPARATION OF THIS SURVEY.

THIS SURVEY SHOWS THE TOPOGRAPHY OF THE SUBJECT AREA BASED ON THE TECHNIQUES AND ELEVATION DATUM IDENTIFIED ABOVE.

I CERTIFY THAT THIS PLAT REPRESENTS AN ACTUAL GROUND SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND IT DOES CONFORM TO THE REQUIREMENTS OF THE CURRENT LOUISIANA STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS FOR A CLASS "B" SURVEY.

- REFERENCES:**
- GRANT OF DRAINAGE EASEMENT AND RIGHT OF WAY TO THE CITY OF COVINGTON, WITH ATTACHED SURVEY BY RANDALL W. BROWN & ASSOCIATES, INC., DATED 06/21/2022, AND FILED FOR RECORD 09/08/2022 IN INSTRUMENT NO. 2345001.
 - PLAT OF RESUBDIVISION OF PROPERTY LOCATED IN SECTION 38, TOWNSHIP 6 SOUTH, RANGE 11 EAST, CITY OF COVINGTON INTO PARCELS 1-A AND 2-A, BY LAND SURVEYING, LLC, DATED 12/30/2012, FILED FOR RECORD 12/18/2012 IN MAP FILE NO. 51222A.
 - CASH SALE OF PROPERTY TO PARISH NATIONAL BANK, FILED FOR RECORD 07/21/2004 IN INSTRUMENT NO. 1441380.
 - CASH SALE OF PROPERTY TO PARISH NATIONAL BANK, FILED FOR RECORD 04/07/1997 IN INSTRUMENT NO. 1041082.
 - PLAN OF THE TOWN OF OAKRIDGE IN THE NORTHEASTERN DIVISION OF COVINGTON, SURVEYED BY J.M. YATES, DATED 10/14/1901, FILED FOR RECORD 06/12/1943, IN MAP FILE NO. 158-630.
 - MAP SHOWING RE-SUBDIVISION OF SQUARE NO. 8 IN THE TOWN OF OAKRIDGE, BY C.R. SCHULTZ, DATED 11/26/1943, FILED FOR RECORD 12/15/1943, MAP FILE 161-181.
 - ACT OF SALE TO EM RENTAL PROPERTIES, L.L.C., FILED FOR RECORD 09/19/2008, INSTRUMENT NO. 1699921.



DATE OF SURVEY: 04/01/2024
DATE OF REVISION: 08/05/2024

Dennis L. Gowin
DENNIS L. GOWIN, P.L.S. - LA REG. 4846
REGISTERED PROFESSIONAL LAND SURVEYOR
DGOWIN@DDGPC.COM

BOUNDARY AND TOPOGRAPHIC SURVEY
COVINGTON, LOUISIANA
ST. TAMMANY PARISH
CITY OF COVINGTON

DDG
16564 E. BREWSTER ROAD | SUITE 101
COVINGTON, LA
985.249.6180
SURVEY

PROJECT NO. 23-1764
23-1764_BT_20240805.DWG
04/05/2024

TELEPHONE LINE AND GAS LINE DEPTHS
ADDITIONAL TOPO SCOPE
08/05/2024 MER

CHECKED
DRAWN BY OAM/DLG
MER

SHEET NAME

1-2

BOUNDARY AND TOPOGRAPHIC SURVEY

OF A 1.552 ACRE PARCEL SITUATED IN
SECTION 38, T6S-R11E,
GREENSBURG LAND DISTRICT
ST. TAMMANY PARISH, LOUISIANA
CITY OF COVINGTON
OAKRIDGE
SQUARE 7

ELEVATION NOTE:
ELEVATIONS SHOWN ARE NAVD 1988 (GEOID 18) AS DERIVED FROM GPS
OBSERVATIONS USING THE LSU C4G NETWORK (2024.25).
SITE BENCHMARK A: 60D NAIL IN THE WEST SIDE OF A POWER POLE ±15'
WEST OF THE NORTHWEST BUILDING CORNER OF 400 COVINGTON CENTRE,
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ELEVATION: 25.57'

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AS DERIVED FROM THE LSU C4G RTK NETWORK (2024.25).

- Legend
- 5/8" CAPPED IRON ROD SET (VF 804)
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 - TOE OF DITCH
 - TOP OF DITCH
 - UNDERGROUND GAS
 - UNDERGROUND ELECTRIC
 - UT
 - UNDERGROUND TELEPHONE LINE
 - UNDERGROUND WATER

NOTE: APPROXIMATE LOCATION OF BUILDINGS
(FROM AVAILABLE AERIAL PHOTOGRAPHY)

NOTE: TOP OF 4" DOWNSPOUTS
VARY FROM EL. 22.8 TO 23.0

PLAN

SCALE IN FEET



THE SERVITUDES AND RESTRICTIONS SHOWN HEREON ARE LIMITED TO THOSE SET FORTH
IN THE INFORMATION PROVIDED TO US. THERE IS NO REPRESENTATION MADE BY THIS
SURVEYOR THAT ALL APPLICABLE SERVITUDES AND RESTRICTIONS ARE SHOWN. TITLE WAS
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I CERTIFY THAT THIS PLAT REPRESENTS AN ACTUAL GROUND SURVEY MADE BY ME OR
UNDER MY DIRECT SUPERVISION, AND IT DOES CONFORM TO THE REQUIREMENTS OF
THE CURRENT LOUISIANA STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS FOR A
CLASS "B" SURVEY.

DATE OF SURVEY: 04/01/2024
DATE OF REVISION: 08/05/2024

Dennis L. Gowin
DENNIS L. GOWIN, P.L.S.: LA REG. 4846
REGISTERED PROFESSIONAL LAND SURVEYOR
DGGOWIN@DDGDC.COM

BOUNDARY AND TOPOGRAPHIC SURVEY

COVINGTON, LOUISIANA
ST. TAMMANY PARISH
CITY OF COVINGTON



16564 E. BREWSTER ROAD | SUITE 101
COVINGTON, LA
985.249.6180
SURVEY

PROJECT NO. 23-1764
23-1764_BT_20240805.DWG
04/05/2024

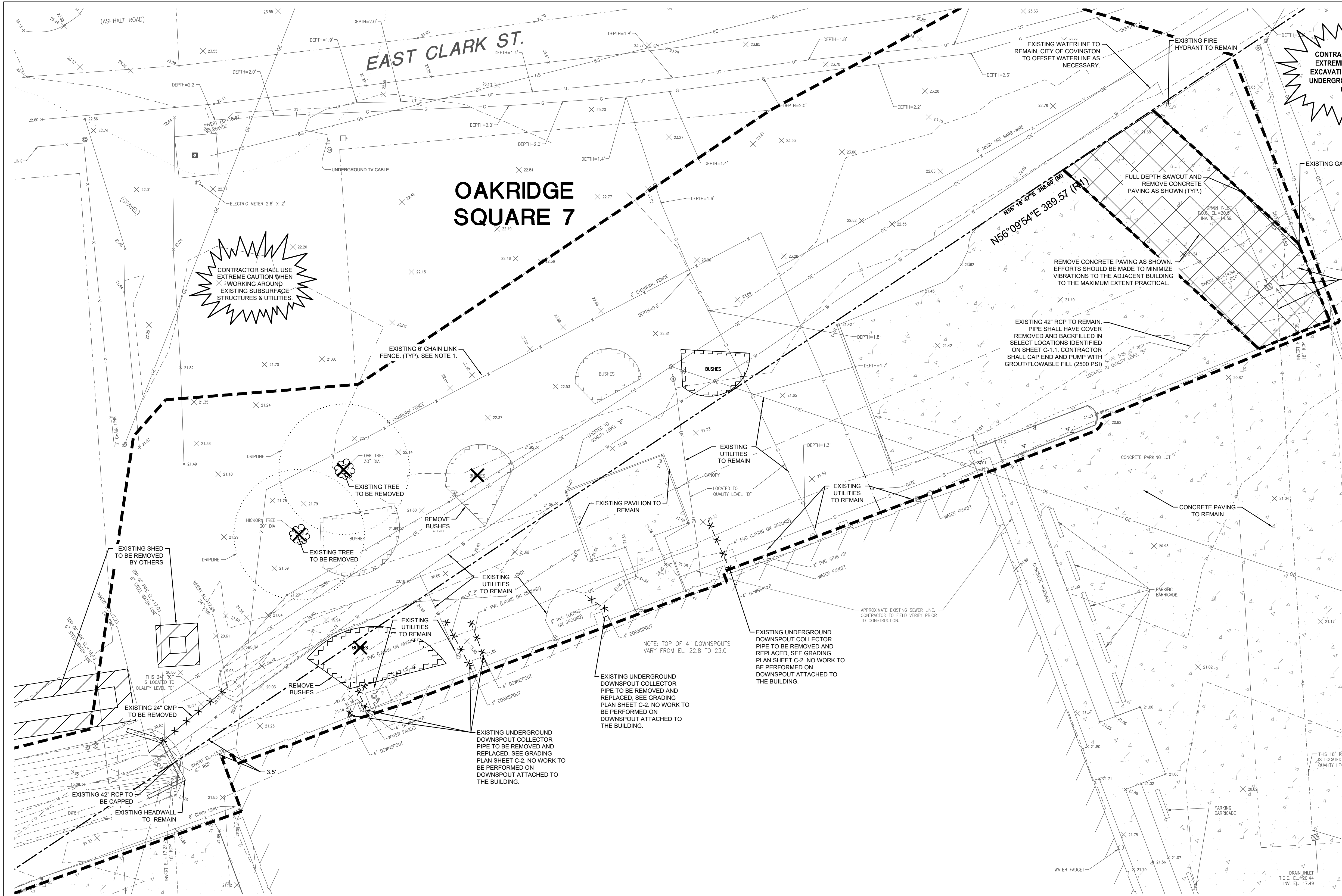
TELEPHONE LINE AND GAS LINE DEPTHS
ADDITIONAL TOPO SCOPE
08/05/2024 MER

CHECKED
DRAWN BY OAM/DLG
MER

SHEET NAME

2-2

\\COV-DC\PROJECTS\2023\23-1764\COASTAL\CAD\23-1764 D-1 DEMO.DWG



DEMOLITION NOTES:

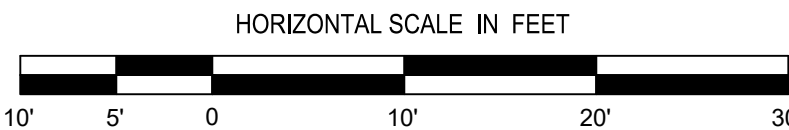
1. CONTRACTOR SHALL COORDINATE WITH CITY AND OWNER FOR IF REMOVAL OF FENCE IS NECESSARY.
2. THE CONTRACTOR IS RESPONSIBLE FOR AND SHALL COORDINATE WITH RESPECTIVE UTILITY COMPANIES PRIOR TO THE DISCONNECTION, REMOVAL, &/OR RELOCATION OF UTILITIES. THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY TO DETERMINE IF PORTIONS OF UTILITY WORK WILL BE PERFORMED BY THE UTILITY COMPANY'S FORCES & ANY FEES WHICH ARE TO BE PAID TO THE UTILITY COMPANY FOR THEIR SERVICES. THE CONTRACTOR IS RESPONSIBLE FOR UTILITY DISCONNECTION, REMOVALS/RELOCATIONS, AND PAYING ASSOCIATED FEES & CHARGES UNLESS OTHERWISE NOTED IN THE PLANS.
3. THE CONTRACTOR IS RESPONSIBLE FOR THE DEMOLITION & REMOVAL OF ALL FLUMES, FOUNDATIONS, PARKING, DRIVES, DRAINAGE STRUCTURES, UTILITIES, ETC., TO FACILITATE THE CONSTRUCTION OF IMPROVEMENTS SHOWN ON THE REMAINING CONSTRUCTION DOCUMENTS. THE CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS INVOLVED WITH DEMOLITION ACTIVITIES AND IS RESPONSIBLE FOR REMOVING & DISPOSAL OF THE DEBRIS IN AN APPROVED, LAWFUL MANNER. THE CONTRACTOR MAY NOT STORE DEMOLISHED MATERIAL ONSITE UNLESS APPROVED IN WRITING BY THE OWNER.
4. EXISTING UTILITIES (INCLUDING METERS, VALVES, ETC.) BEING REMOVED SHALL BE REMOVED, TERMINATED & CAPPED AT THE PROPERTY LINE UNLESS OTHERWISE NOTED IN THE PLANS.
5. THE CONTRACTOR SHALL MAINTAIN UTILITY SERVICES TO THE EXISTING ADJACENT PROPERTIES AT ALL TIMES. IF UTILITY REMOVAL &/OR RELOCATION WILL AFFECT AN ADJACENT PROPERTY OWNER, THE CONTRACTOR SHALL COORDINATE WITH AFFECTED PARTIES & UTILITY COMPANIES PRIOR TO THE RELOCATION &/OR REMOVAL OF UTILITIES. UTILITY SERVICE SHALL NOT BE INTERRUPTED WITHOUT WRITTEN APPROVAL FROM THE AFFECTED END USER.
6. ALL AREAS WHERE PAVEMENT, STRUCTURE SLABS, FOUNDATIONS, UTILITIES, CONDUITS, UTILITY STRUCTURES, AND FACILITIES HAVE BEEN REMOVED SHALL BE BACKFILLED WITH COMPACTED SELECT BACKFILL MATERIAL. SELECT FILL MATERIAL SHALL BE PLACED & COMPACTED PER THE REQUIREMENTS OF SITE PREPARATION NOTES, APPLICABLE SPECIFICATIONS & THE OWNERS GEOTECHNICAL ENGINEER.
7. EXISTING MANHOLES, DRAINAGE STRUCTURES & VALVE BOXES TO REMAIN IN PLACE SHALL BE ADJUSTED TO FINAL GRADES.
8. PRIOR TO ANY WORK ONSITE, THE CONTRACTOR SHALL CONTACT THE LOUISIANA ONE CALL SYSTEM AT 1-800-272-3020 OR 811. THE CONTRACTOR IS RESPONSIBLE FOR ALL UTILITY REMOVALS.
9. THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY.
10. ANY DAMAGE TO EXISTING IMPROVEMENTS TO REMAIN SHALL BE REPLACED AT CONTRACTOR'S EXPENSE. REPLACEMENT AND REPAIRS MADE SHALL BE EQUAL TO OR BETTER THAN EXISTING.
11. THE CONTRACTOR SHALL CONTACT THE OWNER AT LEAST 72-HOURS PRIOR TO BEGINNING OF DEMOLITION OPERATIONS TO ENSURE ALL SALVAGEABLE MATERIAL DESIRED BY THE OWNER IS REMOVED FROM THE SITE.
12. PRIOR TO BEGINNING DEMOLITION, CONTRACTOR SHALL LOCATE AND MARK LIMITS OF CONSTRUCTION. NO CONSTRUCTION ACTIVITIES SHALL TAKE PLACE OUTSIDE OF THOSE LIMITS.
13. THE CONTRACTOR SHALL CONDUCT A PRE-CONSTRUCTION MEETING ON SITE WITH ALL UTILITY COMPANIES IMMEDIATELY AFTER CONTRACT AWARD TO COORDINATE SCHEDULE FOR UTILITY REMOVAL AND RELOCATION.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VISITING THE SITE PRIOR TO SUBMITTING A BID TO DETERMINE THE COMPLETE SCOPE OF THE DEMOLITION PROGRAM.
15. CONTRACTOR SHALL COORDINATE WITH OWNER TO DETERMINE IF ANY ITEMS BE SALVAGED OR REMOVED BY OTHERS PRIOR TO DEMOLITION.
16. ADEQUATE EROSION CONTROL DEVICES MUST BE INSTALLED PRIOR TO THE START OF DEMOLITION ACTIVITIES UNLESS OTHERWISE NOTED IN THE PLANS OR APPROVED IN WRITING BY THE ENGINEER.
17. PRIOR TO THE START OF DEMOLITION AND CONSTRUCTION ACTIVITIES THE CONTRACTOR MUST CALL 811 AND THE LOCAL UTILITY PROVIDERS TO HAVE ALL UTILITIES MARKED WITHIN THE PROJECT AREA. AFTER UTILITIES ARE MARKED, THE CONTRACTOR SHALL PERFORM A PLAN IN HAND WALK THRU OF THE ENTIRE PROJECT AREA AND SHALL CONTACT THE CIVIL ENGINEER IMMEDIATELY IF THERE ARE ANY DEVIATIONS IN THE LOCATIONS OF EXISTING UTILITIES SHOWN IN THE PLANS AND/OR THE PRESENCE OF UTILITIES THAT ARE NOT SHOWN IN THE PLANS.
18. THE CONTRACTOR SHALL EXERT ALL REASONABLE EFFORTS TO MINIMIZE VIBRATIONS DURING DEMOLITION. SHOULD ANY VIBRATION OR SURVEY MONITORING INDICATE SETTLEMENT OR EXCESSIVE VIBRATIONS, THE CONTRACTOR SHALL CEASE OPERATIONS AND COORDINATE WITH THE ENGINEER.

LEGEND - NEW IMPROVEMENTS

- EXISTING CONCRETE PARKING LOT, FOUNDATIONS TO BE REMOVED
- EXISTING CURB TO BE REMOVED
- EXISTING FENCE TO BE REMOVED
- EXISTING SUBSURFACE DRAINAGE PIPE TO BE REMOVED
- FULL DEPTH SAWCUT LINE
- EXISTING TREE TO BE REMOVED
- EXISTING SHRUBBERY/BUSH TO BE REMOVED
- LIMITS OF DISTURBANCE

EXISTING LEGEND	
	5/8" CAPPED IRON ROD SET (VF 804)
	DRAIN INLET
	ELEVATION POINT
	FENCEPOST
	FIRE HYDRANT
	FLAG POLE
	FOUND PROPERTY CORNER
	GAS METER
	GAS VALVE
	MECHANICAL POINT
	POWER DROP
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	SEWER LIFT STATION
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	SIGN POLE
	TELEPHONE PEDESTAL
	TREE
	WATER METER
	WATER VALVE
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	GROUND CONTOUR
	FLOOD ZONE LINE
	OVERHEAD ELECTRIC
	SERVITUDE LINE
	TREE DRIP LINE
	TOE OF DITCH
	TOP OF DITCH
	UNDERGROUND GAS
	UNDERGROUND ELECTRIC
	UNDERGROUND WATER
	SHRUBBERY / BUSH DRIP LINE
	EXISTING CONCRETE PARKING / CONCRETE SIDEWALK

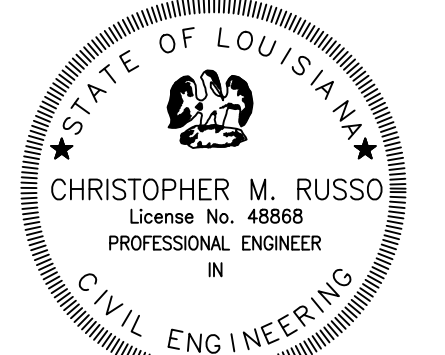
DEMO PLAN



MLK CREEK DRAINAGE REHABILITATION
300 COVINGTON COURT
COVINGTON, LA 70433
CITY OF COVINGTON



16564 E. BREWSTER ROAD | SUITE
101 COVINGTON, LA 70433
9 8 5 . 2 4 9 . 6 1 8 0



Christopher M. Russo
6/27/2025

CITY OF COVINGTON
PROJ. NO. C0240
DDG PROJECT NO. 23-1764

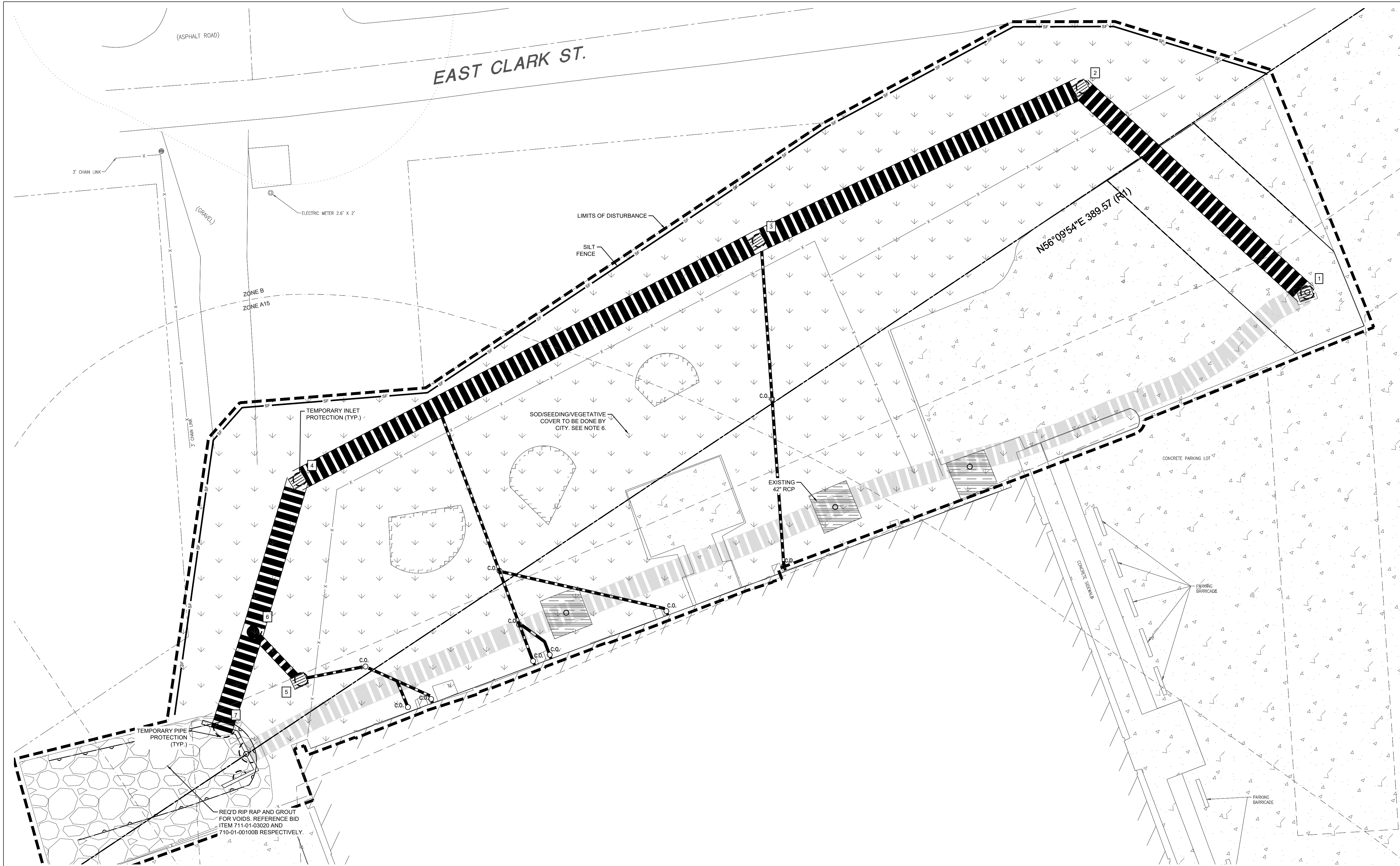
BID SET
06/27/2025

CHECKED
DRAWN BY CMR
HLK

SHEET

D-1

\\COV-DC\PROJECTS\2023\23-1764\COASTAL\CAD\23-1764 ES-1 EROSION CONTROL PHASE.DWG



LEGEND - NEW IMPROVEMENTS

- PROPERTY LINE
- LIMITS OF DISTURBANCE
- SILT FENCE
- TEMPORARY INLET PROTECTION
- TEMPORARY PIPE PROTECTION
- GRASS/LANDSCAPE AREA (BY CITY)
- PERMANENT RIPRAP
- CLAY CAP AREA

EXISTING LEGEND

- | |
|---|
| 5/8" CAPPED IRON ROD SET (VF 804) |
| DRAIN INLET |
| ELEVATION POINT |
| FENCEPOST |
| FIRE HYDRANT |
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| WATER VALVE |
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| SERVITUDE LINE |
| SHRUBBERY BUSH / TREE DRIP LINE |
| TOE OF DITCH |
| TOP OF DITCH |
| UNDERGROUND GAS |
| UNDERGROUND ELECTRIC |
| UNDERGROUND WATER |
| EXISTING BUSHES |
| EXISTING CONCRETE PARKING / CONCRETE SIDEWALK |

EROSION CONTROL NOTES:

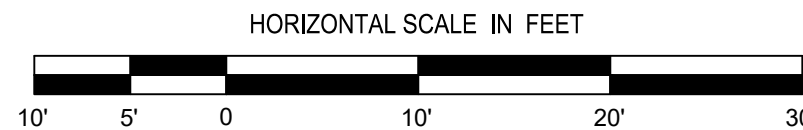
- SEDIMENT & EROSION CONTROL FACILITIES & STORM DRAINAGE FACILITIES SHALL BE INSTALLED PRIOR TO ANY OTHER CONSTRUCTION.
- CONTRACTOR SHALL MAINTAIN EROSION CONTROL FACILITIES DURING THE ENTIRE CONSTRUCTION PERIOD. FACILITIES ARE NOT TO BE REMOVED UNTIL COMPLETION OF THE PROJECT.
- ADDITIONAL DEVICES MAY BE REQUIRED AS DEEMED NECESSARY BY GOVERNING AUTHORITIES.
- SILT FENCES SHALL BE CLEANED OR REPLACED WHEN SILT BUILDS UP TO 1' FROM THE BOTTOM OF THE FENCE.
- EROSION CONTROL MEASURES ARE TO BE INSPECTED WEEKLY & AFTER EACH RAINFALL & REPAIRED AS NECESSARY.
- GRASS/VEGETATIVE COVER TO BE PERFORMED BY CITY. CONTRACTOR SHALL COORDINATE WITH CITY WHEN GRADING OPERATIONS ARE NEARING COMPLETION TO COORDINATE PLACEMENT OF SOD/SEED/VEGETATIVE COVER BY CITY OF COVINGTON PUBLIC WORKS DEPARTMENT.
- THE GENERAL CONTRACTOR & THE GRADING CONTRACTOR SHALL REVIEW THEIR GRADING SEQUENCE TO ENSURE THAT THE LEAST AMOUNT OF LAND POSSIBLE AT ANY ONE TIME IS DISTURBED WITHOUT PERMANENT STABILIZATION.
- CONTRACTOR SHALL MAINTAIN SILT FENCES FOR THE DURATION OF THE PROJECT UNTIL ACCEPTED BY THE OWNER AT NO EXPENSE TO CITY.
- PRIOR TO CONSTRUCTION, THE EROSION & SEDIMENT CONTROL MEASURES SHOWN HEREON SHALL BE IN PLACE. CLEARING & GRUBBING OPERATIONS WILL BE ENGAGED IN ONLY AS NECESSARY TO ALLOW THE PLACEMENT OF EROSION & SEDIMENT CONTROL MEASURES AS SHOWN HEREON UNTIL ALL SUCH MEASURES ARE IN PLACE.
- LAND DISTURBING ACTIVITIES WILL BE KEPT TO A MINIMUM & WILL NOT EXTEND BEYOND THE LIMITS SHOWN.
- SEDIMENT & EROSION CONTROL MEASURES WILL BE INSPECTED ON A DAILY BASIS & WILL BE REPAIRED, ADJUSTED & MAINTAINED AS NEEDED OR REQUIRED BY GOVERNING AGENCIES AT NO ADDITIONAL EXPENSE TO THE OWNER TO PROVIDE EROSION & SEDIMENT CONTROL FOR THE DURATION OF CONSTRUCTION & UNTIL ALL DISTURBED AREAS ARE STABILIZED.
- ALL EROSION CONTROL MEASURES EXCEPT THE REQUIRED RIP RAP ARE TEMPORARY DEVICES. THESE TEMPORARY DEVICES SHALL BE REMOVED PRIOR TO COMPLETION OF CONSTRUCTION ONCE STABILIZATION OF ALL GRASSED AREAS ARE COMPLETE.

BMP MAINTENANCE EROSION NOTES:

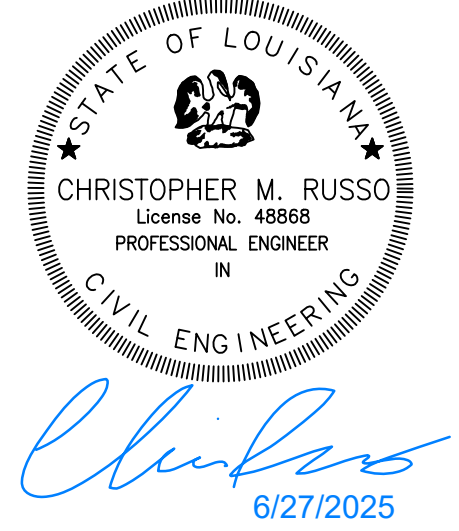
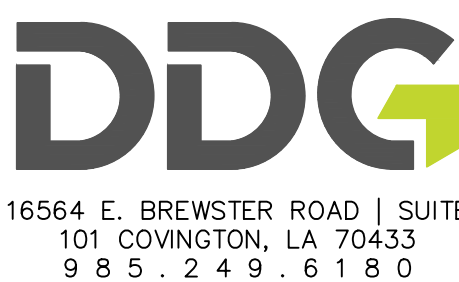
ALL MEASURES STATED ON THIS SITE MAP, SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. ALL EROSION & SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON IN ACCORDANCE WITH THE CONTRACT DOCUMENTS OR THE APPLICABLE PERMIT, WHICHEVER IS MORE STRINGENT, & REPAIRED IN ACCORDANCE WITH THE FOLLOWING:

- INLET PROTECTION DEVICES & BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING OR DETERIORATION.
- VEGETATIVE COVER/SOD/SEED TO BE DONE BY CITY. ALL SEEDED AREAS SHALL BE CHECKED REGULARLY TO SEE THAT A GOOD STAND IS MAINTAINED. AREAS SHOULD BE FERTILIZED, WATERED, & RESEED AS NEEDED.
- SILT FENCES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE SILT FENCES WHEN IT REACHES ONE-HALF THE HEIGHT OF THE SILT FENCE.
- THE CONSTRUCTION EXITS SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PRIVATE DRIVES/PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE CONSTRUCTION EXITS AS CONDITIONS DEMAND.
- THE TEMPORARY PARKING & STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING & STORAGE). THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE TEMPORARY PARKING AREA AS CONDITIONS DEMAND.
- PRIOR TO LEAVING THE SITE, ALL VEHICLES SHALL BE CLEANED OF DEBRIS. ANY DEBRIS &/OR SEDIMENT REACHING THE PRIVATE DRIVES/PUBLIC STREET SHALL BE CLEANED IMMEDIATELY BY A METHOD OTHER THAN FLUSHING.

EROSION CONTROL PLAN



MLK CREEK DRAINAGE REHABILITATION
300 COVINGTON COURT
COVINGTON, LA 70433
CITY OF COVINGTON



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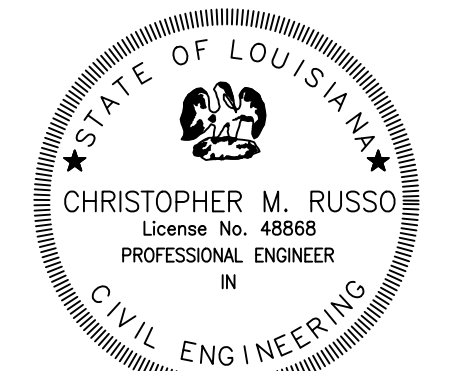
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MLK CREEK DRAINAGE REHABILITATION
300 COVINGTON COURT
COVINGTON, LA 70433
CITY OF COVINGTON



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101 COVINGTON, LA 70433
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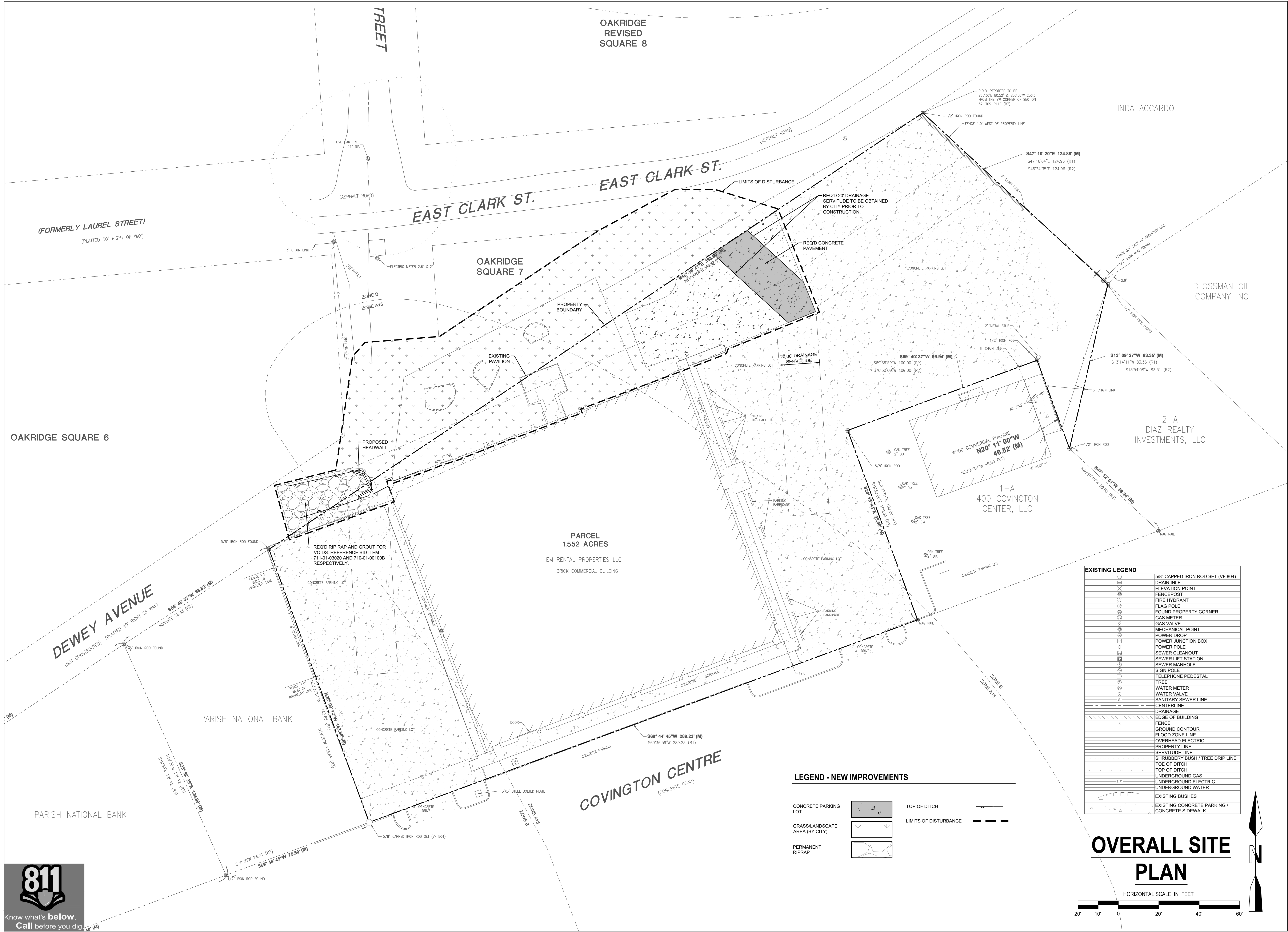
Christopher M. Russo
6/27/2025

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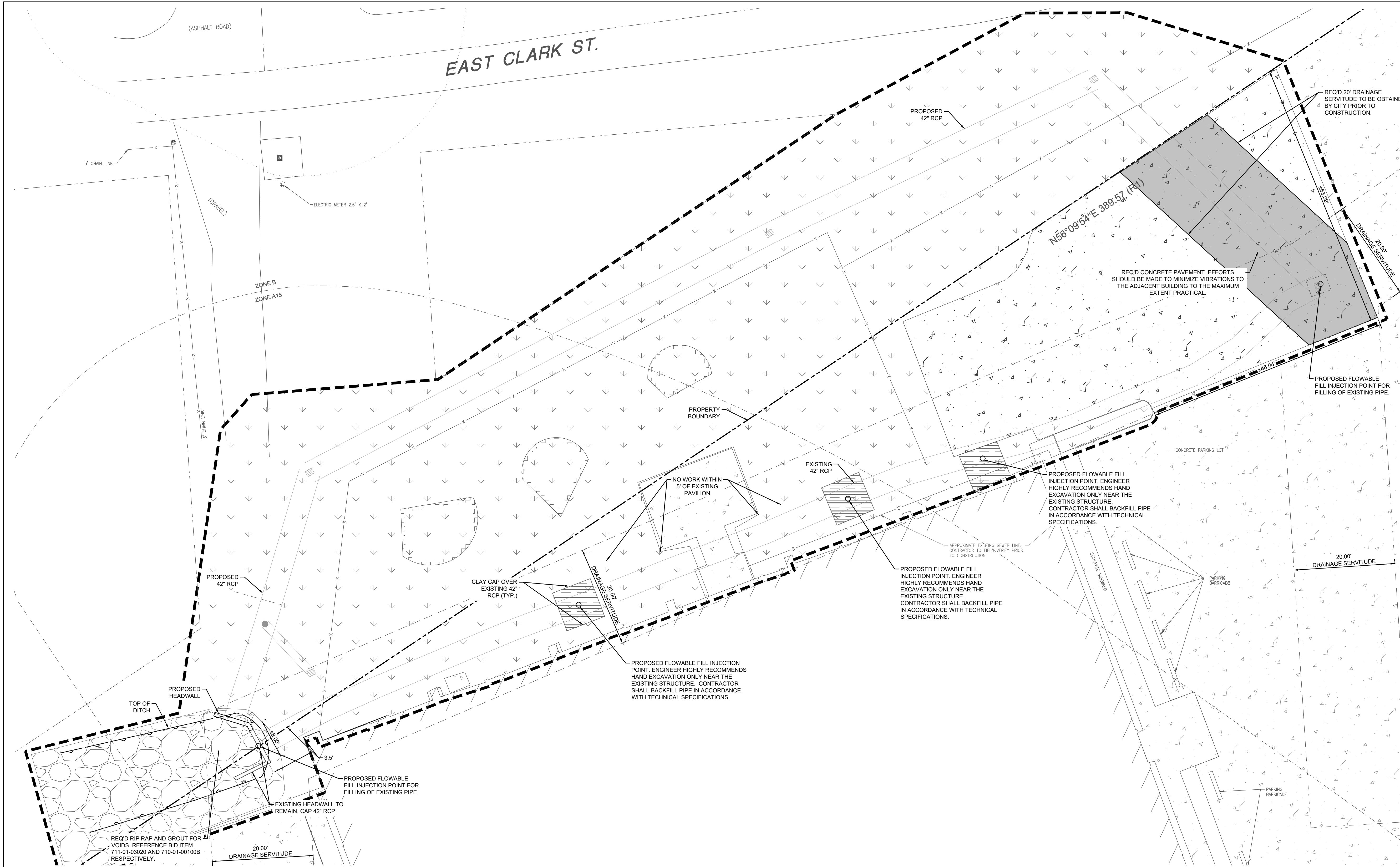
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LEGEND - NEW IMPROVEMENTS

LIMITS OF DISTURBANCE	
CONCRETE PARKING LOT	
PROPOSED AREA OF EXCAVATION/CLAY CAP AREA	
GRASS/LANDSCAPE AREA (BY CITY)	
PERMANENT RIPRAP	

EXISTING LEGEND

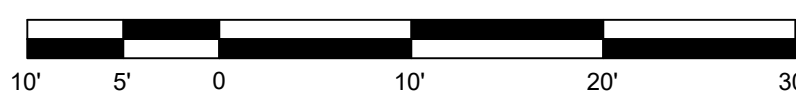
	5/8\"/>
	DRAIN INLET
	ELEVATION POINT
	FENCEPOST
	FIRE HYDRANT
	FLAG POLE
	FOUND PROPERTY CORNER
	GAS METER
	GAS VALVE
	MECHANICAL POINT
	POWER DROP
	POWER JUNCTION BOX
	POWER POLE
	SEWER CLEANOUT
	SEWER LIFT STATION
	SEWER MANHOLE
	SIGN POLE
	TELEPHONE PEDESTAL
	TREE
	WATER VALVE
	SANITARY SEWER LINE
	CENTERLINE
	DRAINAGE
	EDGE OF BUILDING
	FENCE
	GROUND CONTOUR
	FLOOD ZONE LINE
	OVERHEAD ELECTRIC
	PROPERTY LINE
	SERVITUDE LINE
	SHRUBBERY BUSH / TREE DRIP LINE
	TOE OF DITCH
	TOP OF DITCH
	UNDERGROUND GAS
	UNDERGROUND ELECTRIC
	UNDERGROUND WATER
	EXISTING BUSHES
	EXISTING CONCRETE PARKING / CONCRETE SIDEWALK

SITE PLAN NOTES:

1. PROPERTY & TOPOGRAPHIC SURVEY WAS PREPARED ON 8/5/2024 BY DDG.
2. CONTRACTOR IS RESPONSIBLE FOR PROTECTING EXISTING BENCHMARK.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, INCLUDING BUT NOT LIMITED TO ALL EXISTING UTILITIES, STORM DRAINAGE, SIGNS, ETC. AS REQUIRED FOR WIDENING OF ALL ROADWAYS. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES SPECIFICATIONS & SHALL BE APPROVED BY SUCH.
4. PRIOR TO THE START OF CONSTRUCTION ACTIVITIES THE CONTRACTOR MUST CALL 811 AND THE LOCAL UTILITY PROVIDERS TO HAVE ALL UTILITIES MARKED WITHIN THE PROJECT AREA. AFTER UTILITIES ARE MARKED, THE CONTRACTOR SHALL PERFORM A PLAN IN HAND WALK THRU OF THE ENTIRE PROJECT AREA AND SHALL CONTACT THE CIVIL ENGINEER IMMEDIATELY IF THERE ARE ANY DEVIATIONS IN THE LOCATIONS OF EXISTING UTILITIES SHOWN IN THE PLANS AND/OR THE PRESENCE OF UTILITIES THAT ARE NOT SHOWN IN THE PLANS.
5. ALL NECESSARY PERMITS & APPROVALS FROM AGENCIES GOVERNING THE CONSTRUCTION OF THIS WORK SHALL BE SECURED PRIOR TO BEGINNING CONSTRUCTION.
6. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL AREAS INDICATED TO REMAIN UNDISTURBED OR TO REMAIN AS BUFFERS AND ALL PROPERTY MARKERS. CONTRACTOR SHALL REPLACE ALL PINS ELIMINATED OR DAMAGED DURING CONSTRUCTION.
7. CONTRACTOR IS RESPONSIBLE FOR REPAIRS OR DAMAGE TO ANY EXISTING IMPROVEMENTS DURING CONSTRUCTION, SUCH AS, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, PAVEMENT, STRIPING, CURB, ETC. REPAIRS SHALL BE EQUAL TO OR BETTER THAN EXISTING CONDITIONS.
8. CONTRACTOR SHALL MATCH EXISTING PAVEMENT IN GRADE & ALIGNMENT.
9. ALL WORK SHOWN SHALL BE DONE IN ACCORDANCE WITH CONSTRUCTION DOCUMENTS.
10. ALL STRIPING LOCATED ON SITE SHALL COMPLY WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES LATEST EDITION UNLESS OTHERWISE NOTED. STRIPING IMPROVEMENTS LOCATED WITHIN THE ROAD RIGHT OF WAY SHALL COMPLY WITH THE REQUIREMENTS OF THE JURISDICTION.
11. ANY WORK IN THE RIGHT OF WAY SHALL BE PERFORMED IN ACCORDANCE WITH LOUISIANA DEPARTMENT OF TRANSPORTATION & DEVELOPMENT'S STANDARD DRAWINGS & SPECIFICATIONS.
12. CONTRACTOR SHALL REMOVE PAVEMENT & CONCRETE IN ACCORDANCE WITH LOUISIANA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS.
13. THE PROPERTIES SHOWN HEREIN LIE WITHIN ZONE B AND A15, ACCORDING TO FLOOD AREAS OF INSURANCE RATE MAPS PUBLISHED BY F.E.M.A. COMMUNITY PANEL NO. 2202000058 DATED 11/19/1980.
14. THE PROPOSED EXCAVATION AREA AND CLAY CAP AREA DEPICTED ON THIS SHEET ARE RECOMMENDATIONS. THE CONTRACTOR SHALL INCLUDE IN THE WORK PLAN THE PROCEDURE IN WHICH THE EXISTING PIPE WITH FLOWABLE FILL SHOULD THIS PROCEDURE DEVIATE FROM WHAT IS SHOWN ON THESE PLANS.

SITE PLAN

HORIZONTAL SCALE IN FEET



CITY OF COVINGTON
PROJ. NO. C0240
DDG PROJECT NO. 23-1764

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DDG
16564 E. BREWSTER ROAD | SUITE 101
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985.249.6180



MLK CREEK DRAINAGE REHABILITATION

300 COVINGTON COURT
COVINGTON, LA 70433
CITY OF COVINGTON

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GRADING NOTES:

- TOPOGRAPHIC INFORMATION WAS TAKEN FROM THE TOPOGRAPHIC SURVEY INCLUDED AS PART OF THESE CONSTRUCTION DOCUMENTS. IF CONTRACTOR DOES NOT ACCEPT EXISTING TOPOGRAPHY AS SHOWN ON THE PLANS, WITHOUT EXCEPTION, THE CONTRACTOR SHALL HAVE MADE, AT HIS EXPENSE, A TOPOGRAPHIC SURVEY BY A REGISTERED LAND SURVEYOR & SUBMIT IT TO THE OWNER FOR REVIEW AND APPROVAL.
- EXISTING AND/OR PROPOSED GRADE CONTOURS ARE SHOWN AT ONE FOOT (1') INTERVALS.
- THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES & WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR CORRECT. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE REQUIRED IMPROVEMENTS SHOWN ON THE PLANS.
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL UTILITIES & NOTIFYING THE APPROPRIATE UTILITY COMPANY PRIOR TO BEGINNING CONSTRUCTION.
- CONTRACTOR SHALL VERIFY HORIZONTAL & VERTICAL LOCATION OF ALL EXISTING STORM SEWER STRUCTURES, PIPES, & ALL UTILITIES PRIOR TO CONSTRUCTION. PRIOR TO ORDERING STORM DRAIN STRUCTURES, THE CONTRACTOR SHALL VERIFY THE INVERT OF THE EXISTING STORM DRAIN SYSTEM AT THE TIE IN POINT(S) AND NOTIFY THE CIVIL ENGINEER OF ANY DEVIATION TO WHAT IS SHOWN ON THE PLANS.
- CLEARING & GRUBBING LIMITS SHALL INCLUDE ALL AREAS DISTURBED BY GRADING OPERATIONS. CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UNDISTURBED AREAS, ALL PROPERTY CORNERS & REPLACING ALL PROPERTY CORNER MARKERS ELIMINATED OR DAMAGED DURING CONSTRUCTION.
- CONTRACTOR SHALL COMPLY TO THE FULLEST EXTENT WITH THE LATEST STANDARD OF OSHA DIRECTIVES OR ANY OTHER AGENCY HAVING JURISDICTION FOR EXCAVATION & TRENCHING PROCEDURES. THE CONTRACTOR SHALL USE SUPPORT SYSTEMS, SLOPING, BENCHING, & OTHER MEANS OF PROTECTION, THIS TO INCLUDE BUT NOT LIMITED TO, ACCESS & EGRESS FROM ALL EXCAVATION & TRENCHING. CONTRACTOR IS RESPONSIBLE TO COMPLY WITH PERFORMANCE CRITERIA FOR OSHA.
- SEE SHEET C-1.1 FOR OVERALL SITE LAYOUT.
- THE CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING VERTICAL CONTROL UTILIZING THE EXISTING SITE BENCHMARK AND VERIFYING THEIR ACCURACY PRIOR TO CONSTRUCTION.
- ADEQUATE DRAINAGE MEASURES MUST BE ESTABLISHED, MAINTAINED, AND TEMPORARILY ADJUSTED AS NEEDED THROUGHOUT CONSTRUCTION TO PROVIDE POSITIVE DRAINAGE AT ALL TIMES AND PREVENT ACCUMULATION OF SURFACE WATER. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING SUBGRADE CONDITIONS AND PROTECTING THE CONDITION OF PREVIOUSLY PERFORMED EARTHWORK.
- DEWATERING: GROUNDWATER LEVELS CAN FLUCTUATE DEPENDING ON TIME OF YEAR. THE CONTRACTOR SHALL INCLUDE PROVISIONS IN THEIR BASE BID FOR WATER CONTROL DURING CONSTRUCTION INCLUDING (BUT NOT LIMITED TO) DEEP EXCAVATIONS, DEMOLITION, PROOF ROLLING ACTIVITIES, FOUNDATION FOOTING WORK, PLACEMENT OF FILL, AND INSTALLATION OF SUB-SURFACE IMPROVEMENTS.

STORM DRAINAGE NOTES:

- ALL PIPES ENTERING STORM SEWER STRUCTURES SHALL BE SEALED TO ASSURE CONNECTION AT STRUCTURE IS WATER TIGHT.
- ALL PIPES & STRUCTURES ON STREET RIGHT-OF-WAY SHALL BE PER LOUISIANA DEPARTMENT OF TRANSPORTATION STANDARDS & SPECIFICATIONS.
- REFERENCE DETAIL SHEETS AND TECHNICAL SPECIFICATIONS FOR CONSTRUCTION DETAILS.
- 8" SCH. 40 PVC/RPVC SHALL BE INSTALLED PER THE SPECIFICATIONS AND THE DETAIL SHOWN ON SHEET C-5.
- ALL OTHER PIPES SHALL BE INSTALLED PER THE SPECIFICATIONS AND LADOTD STANDARD PLAN BM-01 SHEETS 01 & 02 DATED 10-26-2025.
- DOWNSPOUT COLLECTORS ARE SHOWN IN THE GENERAL CONFIGURATION, THE CONTRACTOR SHALL FIELD FIT THE DOWNSPOUT COLLECTORS. CONTRACTOR SHALL PROVIDE ALL REQUIRED FITTINGS WHETHER OR NOT SPECIFICALLY NOTED ON THE PLAN. ALL FITTINGS SHALL BE WATER TIGHT AND INTENDED FOR USE WITH THE PIPE MATERIAL WHICH IS BEING UTILIZED.
- 8" SCH. 40 PVC/RPVC PIPE IS NOT INCLUDED IN THE "STRUCTURE TABLE" SHOWN ON THIS SHEET. PIPE SHALL BE PLACED PER THE INVERT ELEVATION LABELED ON THIS PLAN SHEET. CONTRACTOR SHALL PULL DIMENSIONS FROM THIS SHEET AND PERFORM HIS OWN TAKEOFF TO VERIFY PIPE LENGTH AND OVERALL QUANTITIES.

PIPE NOTES:

IN THE DRAINAGE CHART, THE "PIPE TYPE" COLUMN DEFINES THE SIZE & MATERIAL TYPE OF THE PIPE. WHERE A SPECIFIC PIPE TYPE IS CALLED FOR, THAT SPECIFIC PIPE TYPE MUST BE UTILIZED. WHERE AN ASTERISK (*) IS SPECIFIED, THE CONTRACTOR MAY UTILIZE ANY ONE OF THE PIPE TYPES LISTED BELOW. THE #S LISTED REFER TO THE FOLLOWING PIPE TYPES:

- REINFORCED CONCRETE PIPE (RCP/RCPA)
- REINFORCED POLYVINYL CHLORIDE PIPE (RPVC) A2000 OR EQUIVALENT

NOTES:

- THE CONTRACTOR SHALL SUBMIT BUOYANCY CALCULATIONS ON ALL RUNS OF PIPE THAT DO NOT UTILIZE CONCRETE PIPE. BUOYANCY CALCULATIONS SHALL BE PREPARED, SIGNED, & SEALED BY A REGISTERED ENGINEER, SHALL REPRESENT ACTUAL FIELD CONDITIONS, & SHALL DEMONSTRATE THAT THE PIPE UTILIZED WILL NOT BECOME BUOYANT UNDER ANY CONDITIONS. THE CONTRACTOR MAY ELECT TO PROVIDE A RESTRAINING SYSTEM, DESIGNED BY A REGISTERED ENGINEER, ADEQUATE TO RESIST BUOYANT FORCES WHERE NECESSARY.

STRUCTURE TYPES:

DRAINAGE STRUCTURES SHALL BE PRECAST OR CAST-IN-PLACE CONCRETE IN ACCORDANCE WITH DOTD REQUIREMENTS AS FOLLOWS:
CB-01, CB-02 (PIPES LARGER THAN 36")
R-CB-11MOD.
ALL INLET FRAMES & GRATES SHALL BE VULCAN FOUNDRY CORP. CATALOG #V-4863 OR EQUAL.

	CONFLICT	INVERT	TOP OF PIPE	CONFLICT	INVERT	TOP OF PIPE	CLEARANCE
C1	8" PVC	18.57	19.24	6" WATER MAIN	18.06	18.56	0"
C2	8" PVC	18.39	19.06	6" WATER MAIN	18.06	18.56	0"
C3	8" PVC	16.80	17.47	6" WATER MAIN	18.06	18.56	7.08"
C4	42" RCP	14.75	18.62	6" WATER MAIN	18.06	18.56	0"
C5	8" PVC	15.87	16.54	4" GAS LINE	20.87	21.20	4.33'
C6	42" RCP	14.97	18.85	4" GAS LINE	21.07	21.40	2.22'

* APPROXIMATE DEPTH, NOT FIELD MEASURED, CONTRACTOR TO FIELD VERIFY WATERLINE LOCATIONS AND CLEARANCES DURING CONSTRUCTION.

LEGEND - NEW IMPROVEMENTS

MANHOLE	●
CATCH BASIN	■
STRUCTURE NUMBER	1
PERMANENT RIP RAP	▨
CLEANOUT	○
LIMITS OF DISTURBANCE	—
RCP/RPVC SUBSURFACE DRAINAGE	—
8" PVC/RPVC DOWNSPOUT COLLECTOR	—
SUBSURFACE DRAINAGE	—
CONTOUR	12
SWALE	→
SPOT ELEVATION	x 12.00
SPOT ELEVATION (TOP OF PAVEMENT)	x 12.00 T.P.
SPOT ELEVATION (TOP OF CONCRETE)	x 12.00 T.C.
SPOT ELEVATION (MATCH EXISTING)	x 12.00 M.E.

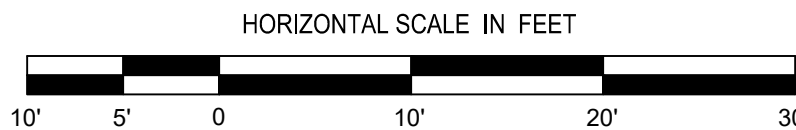
EXISTING LEGEND

5/8" CAPPED IRON ROD SET (VF 804)	
DRAIN INLET	
ELEVATION POINT	
FENCEPOST	
FIRE HYDRANT	
FLAG POLE	
FOUND PROPERTY CORNER	
GAS METER	
GAS VALVE	
MECHANICAL POINT	
POWER DROP	
POWER JUNCTION BOX	
POWER POLE	
SEWER CLEANOUT	
SEWER LIFT STATION	
SEWER MANHOLE	
SIGN POLE	
TELEPHONE PEDESTAL	
WATER METER	
WATER VALVE	
SANITARY SEWER LINE	
CENTERLINE	
DRAINAGE	
EDGE OF BUILDING	
FENCE	
GROUND CONTOUR	
FLOOD ZONE LINE	
OVERHEAD ELECTRIC	
PROPERTY LINE	
SERVITUDE LINE	
TREE DRIP LINE	
TOP OF DITCH	
TOP OF DITCH	
UNDERGROUND GAS	
UNDERGROUND ELECTRIC	
UNDERGROUND WATER	
SHRUBBERY / BUSH DRIP LINE	
EXISTING CONCRETE PARKING / CONCRETE SIDEWALK	

STRUCTURE TABLE

STRUCTURE NUMBER	TYPE	GUTTER/CASTING ELEV	INVERT IN	ELEVATION OUT	PIPE LENGTH	PIPE TYPE	PIPE SLOPE
1	CB-02	20.51	14.64 (2)				
2	1-2	CB-02	22.25	14.79 (3)	14.79 (1)	60'	42" * 0.25%
3	2-3	CB-02	21.75	14.97 (4)	14.97 (2)	71'	42" * 0.25%
4	3-4	CB-02	20.50	15.23 (6)	15.23 (3)	103'	42" * 0.25%
5	5-6	CB-01	18.00		15.36 (6)	13'	15" * 0.23%
6	4-6	R-CB-11MOD.	20.83	15.31 (7) 15.33 (5)	15.31 (4)	31'	42" * 0.25%
7	6-7	OPEN PIPE	22.07		15.36 (6)	20'	42" * 0.24%

GRADING PLAN

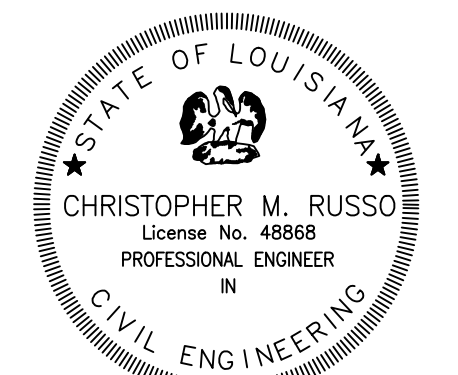


MLK CREEK DRAINAGE REHABILITATION

300 COVINGTON COURT
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Chapman
6/27/2025

CITY OF COVINGTON
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DDG PROJECT NO. 23-1764

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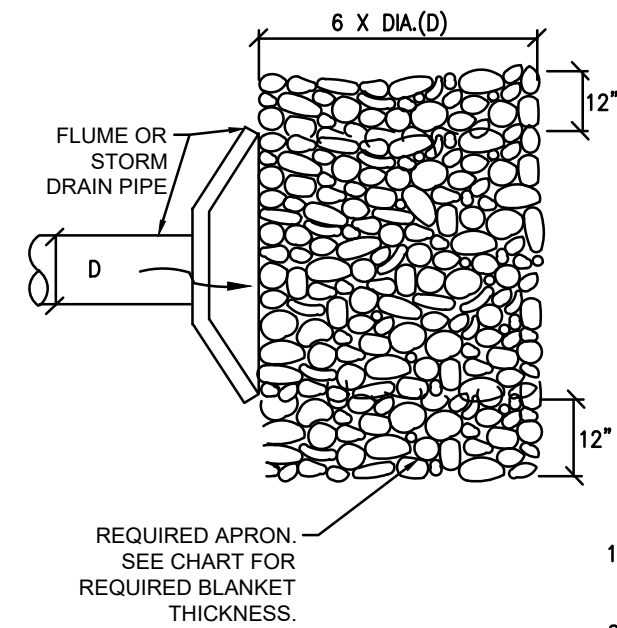
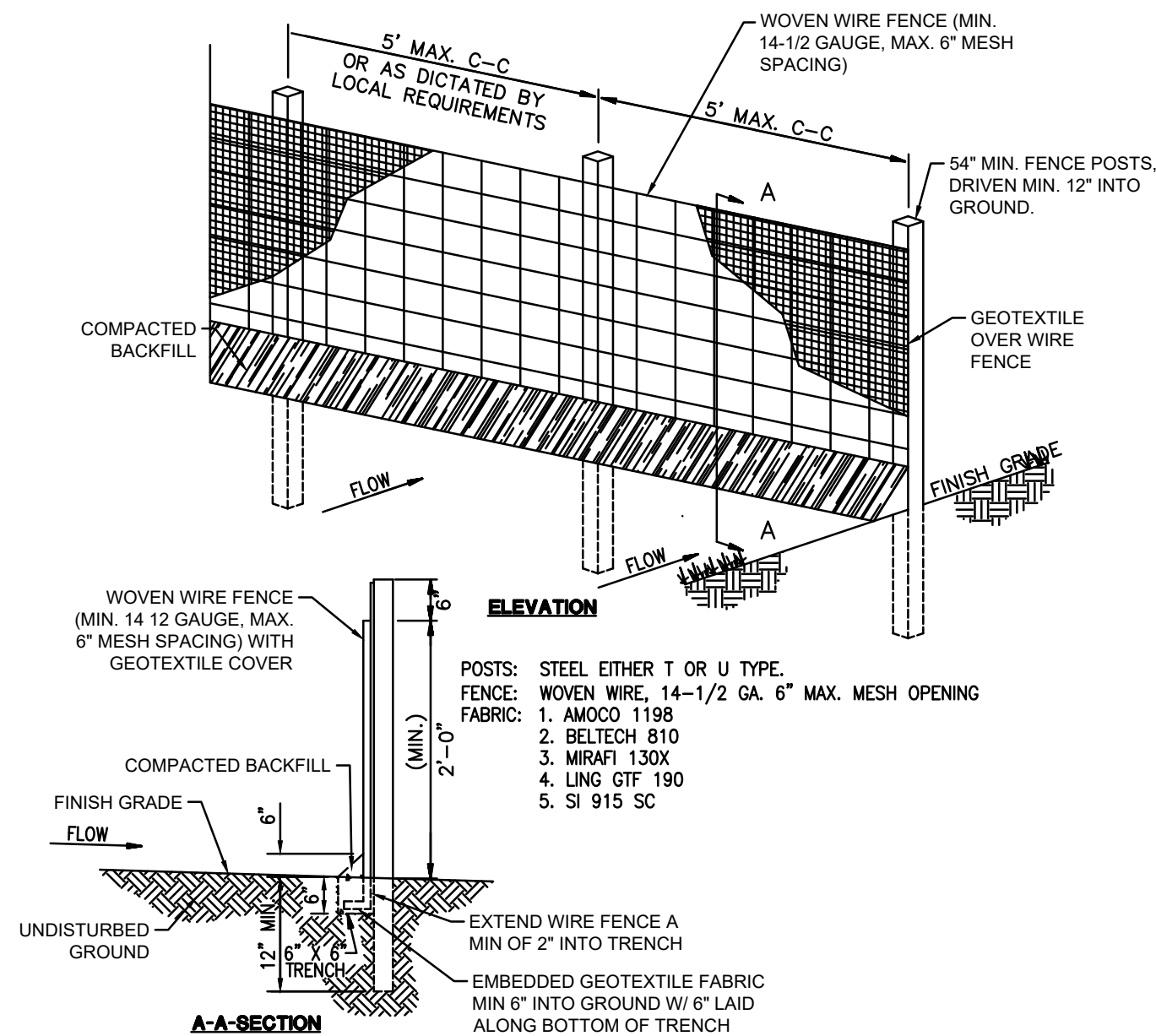


TABLE 5.11 GRADATION OF RIPRAP ROCK					
NSA NUMBER	SIZE IN INCHES				
	MAX.	AVG. (1) D 50	MIN. (2)	(MIN.) BLANKET THICKNESS	FILTER STONE NSA NO. (3)
R-1	1.50	.75	(NO. 8)	2.25"	FS-1
R-2	3	1.50	1	4.5"	FS-1
R-3	6	3	2	9"	FS-2
R-4	12	6	3	18"	FS-2
R-5	18	9	5	27"	FS-2
R-6	24	12	7	36"	FS-3
R-7	30	15	12	45"	FS-3
R-8	48	24	15	72"	FS-3

1. "AVERAGE SIZE" IS THAT SIZE EXCEEDED BY AT LEAST 50% OF THE TOTAL WEIGHT OF THE TONNAGE SHIPPED; i.e., 50% OF THE TONNAGE SHALL CONSIST OF PIECES LARGER THAN THE "AVERAGE" SIZE (NORMALLY HALF THE SPECIFIED NOMINAL TOP SIZE).
2. PIECES SMALLER THAN THE MINIMUM SIZE SHOWN SHALL NOT EXCEED 15% OF THE TONNAGE SHIPPED.
3. RIP-RAP SHALL BE GROUTED WITH A NON-SHRINKING GROUT.

RIP RAP DETAIL



1. WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES.
2. GEOTEXTILE TO BE FASTENED SECURELY TO WOVEN WIRE FENCE WITH TIES SPACED EVERY 24" AT TOP AND MID SECTION.
3. WHEN TWO SECTIONS OF GEOTEXTILE ADJOIN EACH OTHER THEY SHALL BE OVERLAPPED BY SIX INCHES AND FOLDED.
4. MAINTENANCE SHALL BE PERFORMED AS NOTED IN THE EROSION CONTROL PLAN. COLLECTED MATERIAL SHALL BE REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE.
5. ALL SILT FENCE SHALL INCLUDE WIRE SUPPORT UNLESS INDICATED OTHERWISE

SEDIMENTATION/SILT FENCE WITH WIRE SUPPORT
NT&

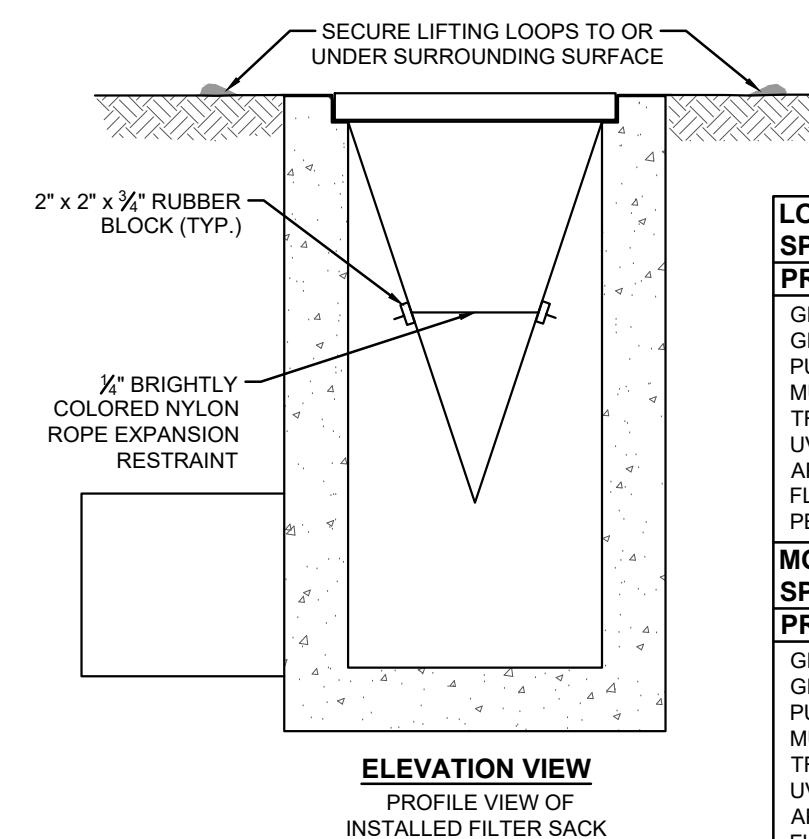
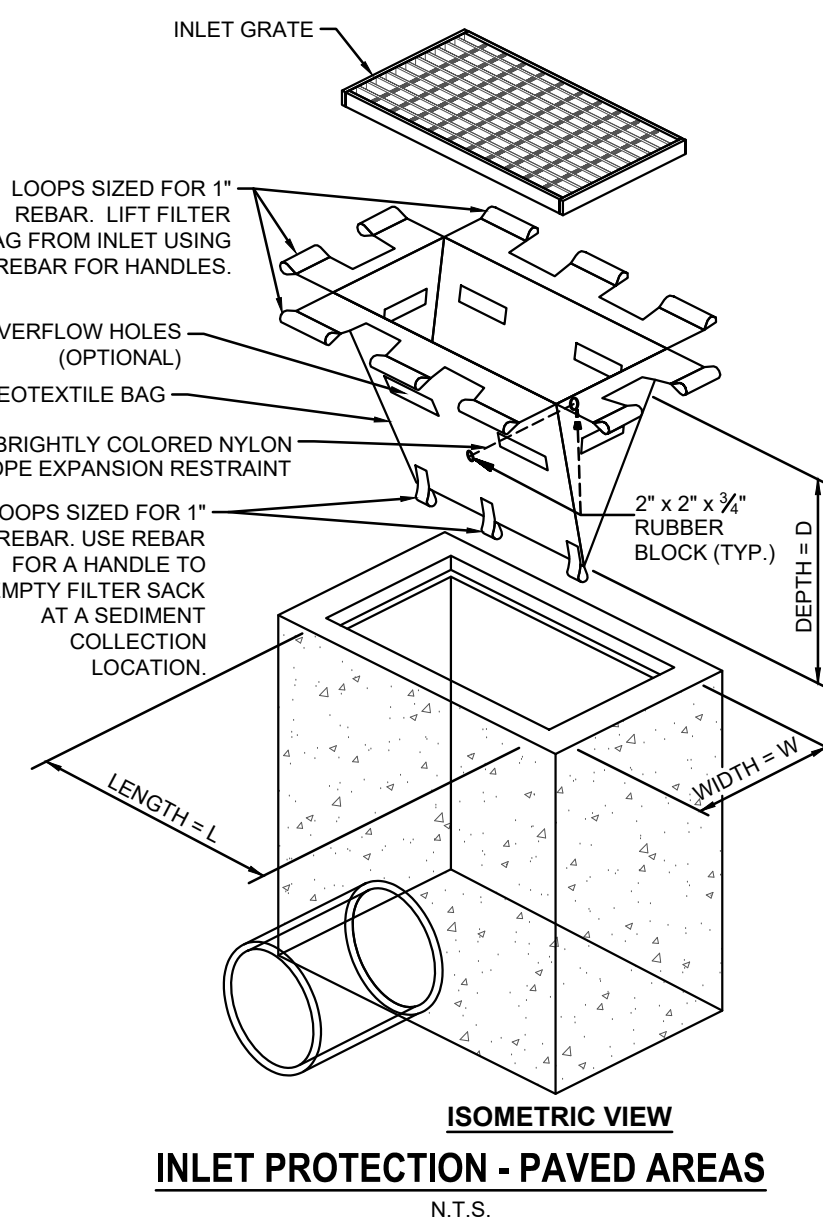
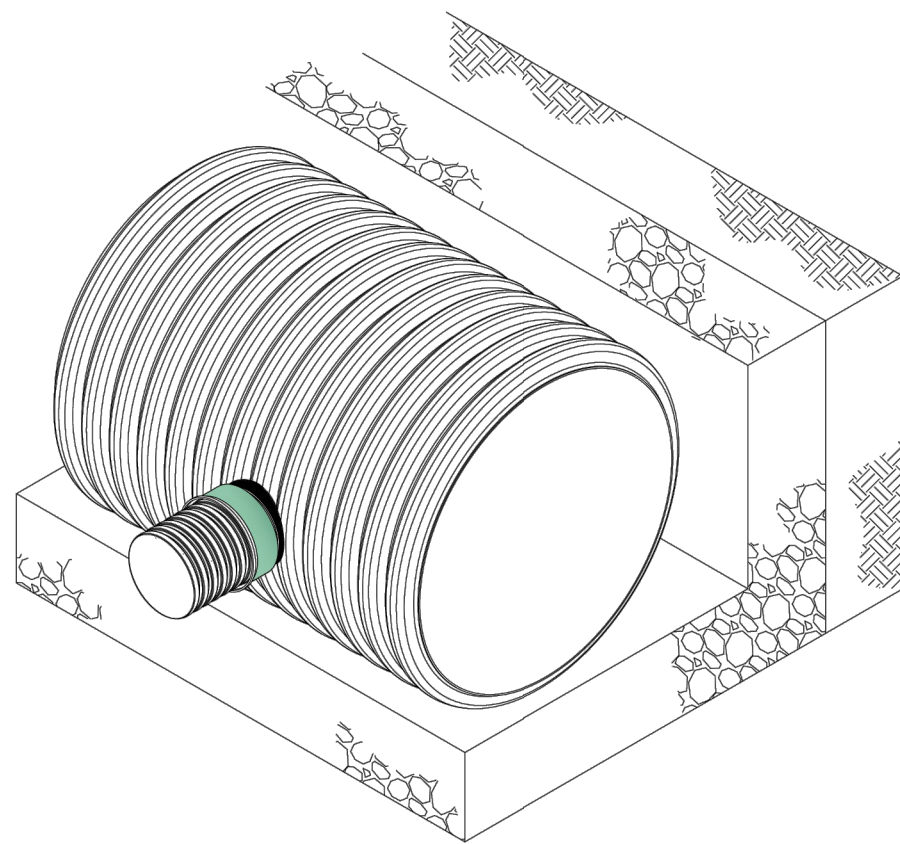
The diagrams illustrate the installation of ADS pipes in various ground conditions. Each diagram includes numbered callouts (1-6) for components:

- 1: ADS Pipe
- 2: Bedding
- 3: Sealant
- 4: Bedding
- 5: Bedding
- 6: Sealant

The four diagrams are labeled: ADS PIPE, CONCRETE OR CLAY, SOLID WALL, and PROFILE WALL.

PART #	DESCRIPTION
1	PVC hub adapter which is driven into the center of the rubber sleeve after the rubber sleeve is in the hole.
2	Complete rubber sleeve consisting of ASTM F 477 specifications.
3	Mainline pipe wall where branch line is connected.
4	Stainless steel band, put on above rubber segment as an added precaution.
5	Rubber segment which is molded into the rubber sleeve. This prevents snap out on the inside of the drilled hole (plastic pipe only) and helps hold the fitting in place, not creating the seal.
6	Rubber segment which is molded into the rubber sleeve. This prevents the rubber sleeve from going through the drilled hole when PVC hub is being driven into the rubber sleeve.

Note: Watertight seal is accomplished when PVC hub is driven into rubber sleeve causing the rubber sleeve to compress between pipe wall and PVC hub.



LOW TO MODERATE FLOW GEOTEXTILE FABRIC SPECIFICATION TABLE		
PROPERTIES	TEST METHOD	UNITS
GRAB TENSILE STRENGTH	ASTM D-4632	300 LBS
GRAB TENSILE ELONGATION	ASTM D-4632	20%
PUNCTURE	ASTM D-4633	120 LBS
MULLERBURST	ASTM D-3786	800 PSI
TRAPEZOID TEAR	ASTM D-5333	120 LBS
UV RESISTANCE	ASTM D-4355	80%
APPROXIMATE OPENING SIZE	ASTM D-4751	40 US SEIVE
FLOW RATE	ASTM D-4491	40 GALS / MIN. / SQ. FT.
PERMITTIVITY	ASTM D-4991	0.55 SEC-1

MODERATE TO HIGH FLOW GEOTEXTILE FABRIC SPECIFICATION TABLE		
PROPERTIES	TEST METHOD	UNITS
GRAB TENSILE STRENGTH	ASTM D-4632	265 LBS
GRAB TENSILE ELONGATION	ASTM D-4632	20%
PUNCTURE	ASTM D-4633	135 LBS
MULLERBURST	ASTM D-3786	425 PSI
TRAPEZOID TEAR	ASTM D-5333	45 LBS
UV RESISTANCE	ASTM D-4355	90%
APPROXIMATE OPENING SIZE	ASTM D-4751	20 US SEIVE
FLOW RATE	ASTM D-4491	200 GALS / MIN. / SQ. FT.
PERMITTIVITY	ASTM D-4991	1.5 SEC-1

- NOTES:**
1. EMPTY FILTER SACK WHEN BRIGHTLY COLORED EXPANSION RESTRAINT CAN NO LONGER BE SEEN.
 2. GEOTEXTILE WILL BE A WOVEN POLYPROPYLENE FABRIC THAT MEETS OR EXCEEDS REQUIREMENTS IN THE SPECIFICATIONS TABLE.
 3. AN OIL ABSORBENT PAD OR PILLOW CAN BE PURCHASED WHEN OIL SPILLS ARE A CONCERN.
 4. INSPECT PER REGULATORY REQUIREMENTS.
 5. THE WIDTH, "W," OF THE FILTER SACK WILL MATCH THE INSIDE WIDTH OF THE GRATED INLET BOX.
 6. THE DEPTH, "D," OF THE FILTER SACK WILL BE BETWEEN 10 INCHES & 16 INCHES.
 7. THE LENGTH, "L," OF THE FILTER SACK WILL MATCH THE INSIDE LENGTH OF THE GRATED INLET BOX.
 8. DO NOT USE ON ROADWAYS WHERE PONDING MAY CAUSE TRAFFIC HAZARDS.

ADVANCED DRAINAGE SYSTEMS, INC. ("ADS") HAS PREPARED THIS DETAIL BASED ON INFORMATION PROVIDED TO ADS. THIS DRAWING IS INTENDED TO BE USED IN CONJUNCTION WITH ADS' DESIGN MANUAL. ADS HAS NOT PROVIDED ANY ENGINEERING OR DESIGN SERVICES FOR THIS PROJECT, NOR HAS ADS INDEPENDENTLY VERIFIED THE INFORMATION SUPPLIED. THE INSTALLATION DETAILS PROVIDED HEREIN ARE GENERAL RECOMMENDATIONS AND ARE NOT SPECIFIC FOR THIS PROJECT. THE DESIGN ENGINEER SHALL REVIEW THESE DETAILS PRIOR TO CONSTRUCTION. IT IS THE DESIGN ENGINEER'S RESPONSIBILITY TO ENSURE THE DETAILS PROVIDED HEREIN MEETS OR EXCEEDS THE APPLICABLE NATIONAL, STATE, OR LOCAL REQUIREMENTS AND TO ENSURE THAT THE DETAILS PROVIDED HEREIN ARE ACCEPTABLE FOR THIS PROJECT.

INSERTA TEE CONNECTION DETAILS		 4640 TRUAMAN BLVD HILLIARD, OH 43026	DRAWN BY: HAK DATE: 12/4/23 CHECK BY: ENG SCALE: NTS SHEET: 1
DRAWING NUMBER	STD-1123		

DRAWN BY:	HAK
DATE:	12/4/23
CHECK BY:	ENG
SCALE:	NTS
SHEET:	1

MLK CREEK DRAINAGE REHABILITATION
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CITY OF COVINGTON
PROJ. NO. C0240
DDG PROJECT NO. 23-1764

BID SET
06/27/2025

CHECKED	CMR
DRAWN BY	HLK

SHEET

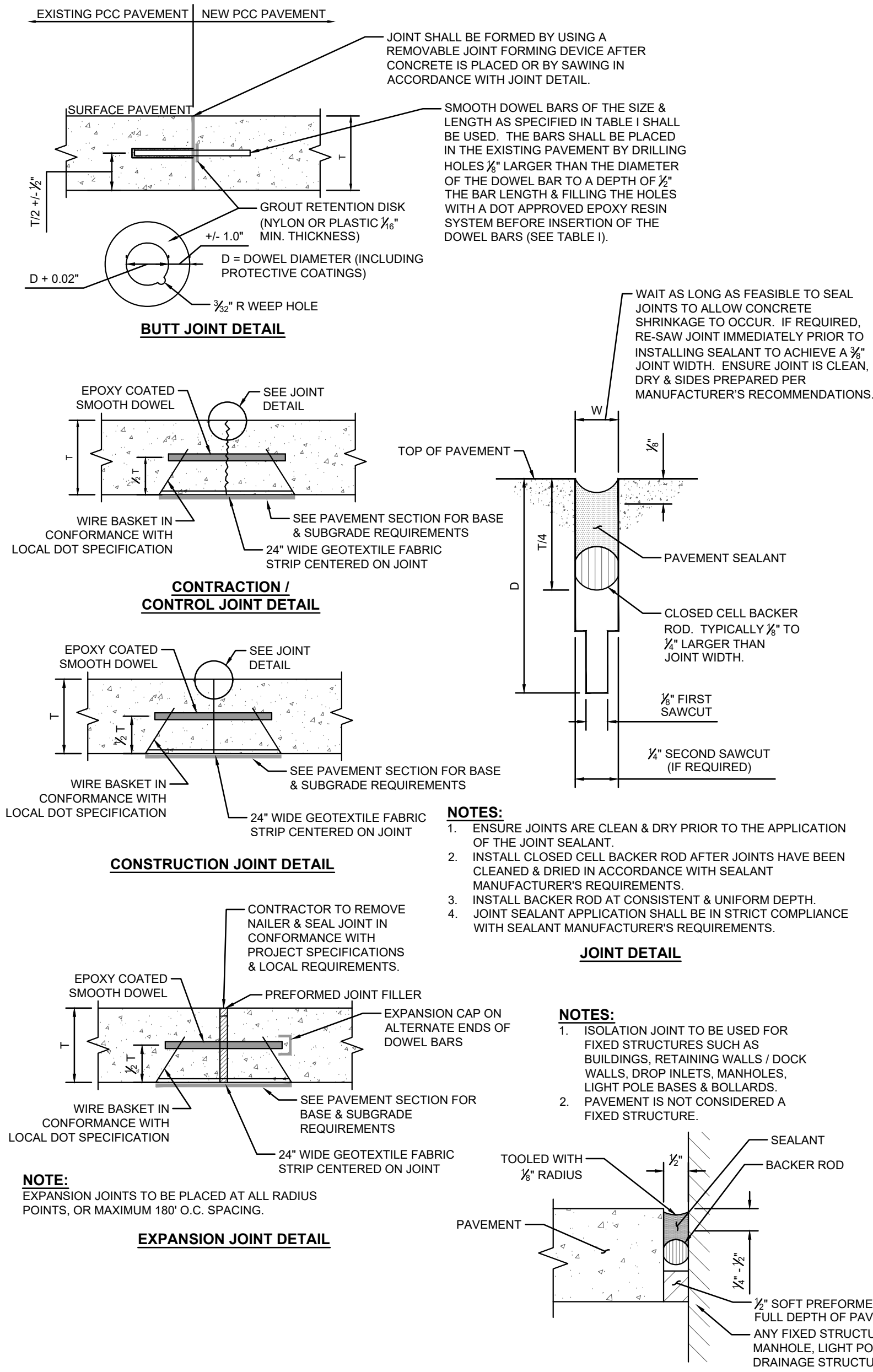
DETAILS

C-3

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NOTES
BEGIN CURB PAVING WORK ONLY AFTER UNSUITABLE PAVEMENT AREAS HAVE BEEN CORRECTED & ARE READY TO RECEIVE PAVING.

JOINT CONSTRUCTION

- CONTRACTION JOINTS: CONSTRUCT CONCRETE CURB OR COMBINATION CONCRETE CURB & GUTTER, WHERE SPECIFIED ON CONSTRUCTION DRAWINGS, IN UNIFORM SECTIONS OF LENGTH SPECIFIED ON CONSTRUCTION DRAWINGS. FORM JOINTS BETWEEN SECTIONS EITHER BY STEEL TEMPLATES, $\frac{1}{2}"$ INCH IN THICKNESS, OF LENGTH EQUAL TO WIDTH OF CURB & GUTTER, & WITH DEPTH WHICH WILL PENETRATE AT LEAST 2 INCHES BELOW SURFACE OF CURB & GUTTER, OR WITH $\frac{1}{2}"$ INCH THICK PERFORMED EXPANSION JOINT FILLER CUT TO EXACT CROSS SECTION OF CURB & GUTTER, OR BY SAWING TO DEPTH OF AT LEAST 2 INCHES WHILE CONCRETE IS BETWEEN 4 & 24 HOURS OLD. IF STEEL TEMPLATES ARE USED, THEY SHALL BE LEFT IN PLACE UNTIL CONCRETE HAS SET ENOUGH TO HOLD ITS SHAPE, BUT SHALL BE REMOVED WHILE FORMS ARE STILL IN PLACE.
- LONGITUDINAL CONSTRUCTION JOINTS: THE CONCRETE CURB OR COMBINATION CONCRETE CURB & GUTTER, WHERE SPECIFIED ON CONSTRUCTION DRAWINGS, TO CONCRETE PAVEMENT WITH $\frac{1}{2}"$ INCH ROUND DEFORMED REINFORCEMENT BARS OF LENGTH & SPACING SHOWN ON CONSTRUCTION DRAWINGS.
- TRANSVERSE EXPANSION JOINTS: CONCRETE CURB, SHALL HAVE FILLER CUT TO EXACT CROSS SECTION OF CURB, GUTTER OR SIDEWALK. JOINTS SHALL BE SIMILAR TO TYPE OF EXPANSION JOINT USED IN ADJACENT PAVEMENT.

JOINT FILLERS

EXTEND JOINT FILLERS FULL WIDTH & DEPTH OF JOINT, & NOT LESS THAN $\frac{1}{2}"$ INCH OR MORE THAN 1 INCH BELOW FINISHED SURFACE WHERE JOINT SEALER IS INDICATED. FURNISH JOINT FILLERS IN 1 PIECE LENGTHS FOR FULL WIDTH BEING PLACED, WHEREVER POSSIBLE. WHERE MORE THAN 1 LENGTH IS REQUIRED, LACE OR CLIP JOINT FILLER SECTIONS TOGETHER.

JOINT SEALANTS

INSTALL IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

CONCRETE FINISHING

AFTER STRIKING OFF & CONSOLIDATING CONCRETE, SMOOTH SURFACE BY SCREENING & FLOATING. ADJUST FLOATING TO COMPACT SURFACE & PRODUCE UNIFORM TEXTURE. AFTER FLOATING, TEST SURFACE FOR TRUENESS WITH 10'-0" STRAIGHTEDGE. DISTRIBUTE CONCRETE AS REQUIRED TO REMOVE SURFACE IRREGULARITIES, & REFLOAT REPAIRED AREAS TO PROVIDE CONTINUOUS SMOOTH FINISH.

WORK EDGES OF GUTTERS, BACK TOP EDGE OF CURB, & FORMED JOINTS WITH EDGING TOOL. ROUNDING EDGE TO $\frac{1}{8}"$ INCH RADIUS. ELIMINATE TOOL MARKS ON CONCRETE SURFACE. AFTER COMPLETION OF FLOATING & TROWELING, WHEN EXCESS MOISTURE OR SURFACE SHEEN HAS DISAPPEARED, COMPLETE SURFACE FINISHING, AS FOLLOWS:

- CURBS: BROOM FINISH BY DRAWING FINE HAIR BROOM ACROSS SURFACE PERPENDICULAR TO FLOW OF TRAFFIC. REPEAT OPERATION AS NECESSARY TO PRODUCE FINE LINE TEXTURE.
- DO NOT REMOVE FORMS FOR 24 HOURS AFTER CONCRETE HAS BEEN PLACED. AFTER FORM REMOVAL, CLEAN ENDS OF JOINTS & POINT UP MINOR HONEYCOMBED AREAS. REMOVE & REPLACE AREAS OR SECTIONS WITH MAJOR DEFECTS AS DIRECTED BY OWNER.

CURING & PROTECTION

PROTECT & CURE FINISHED CONCRETE PAVING WITH CURING COMPOUND OR WITH ACCEPTABLE MOIST CURING METHODS. CURE FOR A PERIOD NOT LESS THAN 7 DAYS. USE SOLVENT BASED CURING COMPOUND WHEN COMPOUND IS APPLIED BELOW 40° F.

BACKFILL

AFTER CONCRETE HAS SET SUFFICIENTLY, SPACES ON EITHER SIDE OF CONCRETE CURB SHALL BE REFILLED TO REQUIRED ELEVATION WITH SUITABLE MATERIAL COMPACTED IN ACCORDANCE WITH THE SITE PREPARATION NOTES.

CLEANING & PROTECTION

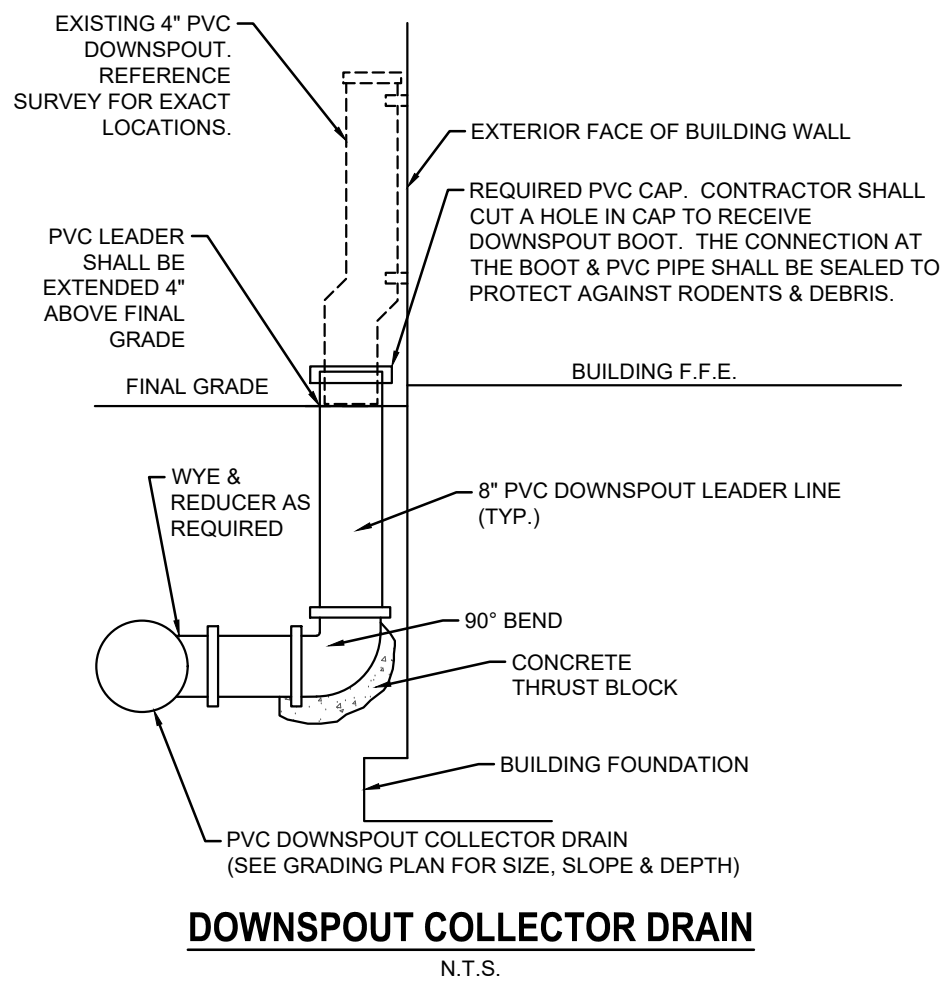
PRIOR TO FINAL INSPECTION & ACCEPTANCE BY THE DEVELOPER, THE CONTRACTOR SHALL SWEEP CONCRETE PAVEMENT & WASH FREE OF STAINS, DISCOLORATIONS, DIRT & OTHER FOREIGN MATERIAL. THE CONTRACTOR SHALL COORDINATE THE FINAL INSPECTION WITH THE DEVELOPER & ENGINEER.

PROTECT CONCRETE FROM DAMAGE UNTIL ACCEPTANCE OF WORK. EXCLUDE TRAFFIC FROM PAVEMENT FOR AT LEAST 14 DAYS AFTER PLACEMENT. WHEN CONSTRUCTION TRAFFIC IS PERMITTED, MAINTAIN PAVEMENT AS CLEAN AS POSSIBLE BY REMOVING SURFACE STAINS & SPILLAGE OF MATERIALS.

TABLE 1					
PAVEMENT THICKNESS	SMOOTH DOWEL BARS			MINIMUM JOINT DEPTH	
" T " (IN)	SIZE Ø (IN)	LENGTH (IN)	SPACING (IN)	" D " (IN)	
5"	$\frac{3}{8}"$	12"	18"	$\frac{1}{2}"$	
6"	$\frac{3}{8}"$	14"	12"	$\frac{1}{2}"$	
7"	1"	18"	12"	2"	
8"	$\frac{1}{2}"$	18"	12"	3"	
9"	$\frac{1}{2}"$	18"	12"	3"	
10"	$\frac{1}{2}"$	18"	12"	$\frac{3}{4}"$	

NOTES:

- JOINTS SHALL BE SAWCUT AS SOON AS THE CONCRETE HAS REACHED SUFFICIENT STRENGTH TO SUPPORT THE SAWING EQUIPMENT & TEARING OF CONCRETE DOES NOT OCCUR.
- GEOTEXTILE FABRIC SHALL BE CONSTRUCTED OF NON-WOVEN POLYPROPYLENE FIBERS RESISTANT TO CHEMICAL ATTACK, MILDEW, & ROT. THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH A GEOTEXTILE MATERIAL SUBMITTAL FOR APPROVAL.
- CONSTRUCT EXPANSION, WEAKENED PLANE CONTROL (CONTRACTION), & CONSTRUCTION JOINTS STRAIGHT WITH FACE PERPENDICULAR TO CONCRETE SURFACE.
- CONSTRUCT CONTROL JOINTS FOR DEPTH EQUAL TO AT LEAST $\frac{1}{4}$ OF THE CONCRETE THICKNESS AS FOLLOWS:
 - FORM TOOLED JOINTS IN FRESH CONCRETE BY GROOVING TOP WITH RECOMMENDED TOOL & FINISHING EDGE WITH JOINTER.
 - FORM SAWED JOINTS USING POWERED SAWS EQUIPPED WITH SHATTERPROOF ABRASIVE OR DIAMOND RIMMED BLADES. CUT JOINTS INTO HARDENED CONCRETE AS SOON AS SURFACE WILL NOT BE TORN, ABRADED, OR OTHERWISE DAMAGED BY CUTTING ACTION.
- CONSTRUCTION JOINTS: PLACE CONSTRUCTION JOINTS AT END OF PLACEMENTS & AT LOCATIONS WHERE PLACEMENTS OPERATIONS ARE STOPPED FOR PERIOD OF MORE THAN $\frac{1}{2}$ HOUR, EXCEPT WHERE SUCH PLACEMENTS TERMINATE AT EXPANSION JOINTS. CONSTRUCT JOINTS IN ACCORDANCE WITH DETAILS.
- EXPANSION JOINTS: LOCATE EXPANSION JOINTS AT MAXIMUM OF 180'-0" ON CENTERS, MAXIMUM EACH WAY UNLESS OTHERWISE SHOWN ON THE CONSTRUCTION DRAWINGS. PROVIDE PRE-MOLDED JOINT FILLER FOR EXPANSION JOINTS ABUTTING CONCRETE CURBS, CATCH BASINS, MANHOLES, INLETS, STRUCTURES, SIDEWALKS, & OTHER FIXED OBJECTS.
- BUTT JOINTS: FOR JOINTS AGAINST EXISTING PAVEMENT, PLACE DOWELS OF THE SIZE INDICATED IN TABLE 1 INTO HOLES DRILLED INTO CENTER OF EXISTING SLAB. EPOXY DOWELS INTO HOLES WITH APPROVED EPOXY COMPOUND. PLACE DOWELS PRIOR TO CONCRETE PLACEMENT FOR NEW CONCRETE. DOWEL SPACING TO BE AS INDICATED IN TABLE 1. SAW JOINTS & FILL WITH JOINT SEALER.
- JOINT FILLERS: EXTEND JOINT FILLERS FULL WIDTH & DEPTH OF JOINT, & NOT LESS THAN $\frac{1}{2}$ -INCH OR MORE THAN 1-INCH BELOW FINISHED SURFACE WHERE JOINT SEALER IS INDICATED. FURNISH JOINT FILLERS IN 1 PIECE LENGTHS FOR FULL WIDTH BEING PLACED, WHEREVER POSSIBLE. WHERE MORE THAN 1 LENGTH IS REQUIRED LACE OR CLIP JOINT FILLER SECTIONS TOGETHER.
- JOINT SEALANTS: JOINTS SHALL BE SEALED WITH APPROVED EXTERIOR PAVEMENT JOINT SEALANTS & SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
- DOWELS SHALL NOT BE PLACED CLOSER THAN 12" TO A JOINT INTERSECTION.



MLK CREEK DRAINAGE REHABILITATION

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CITY OF COVINGTON
PROJ. NO. C0240
DDG PROJECT NO. 23-1764

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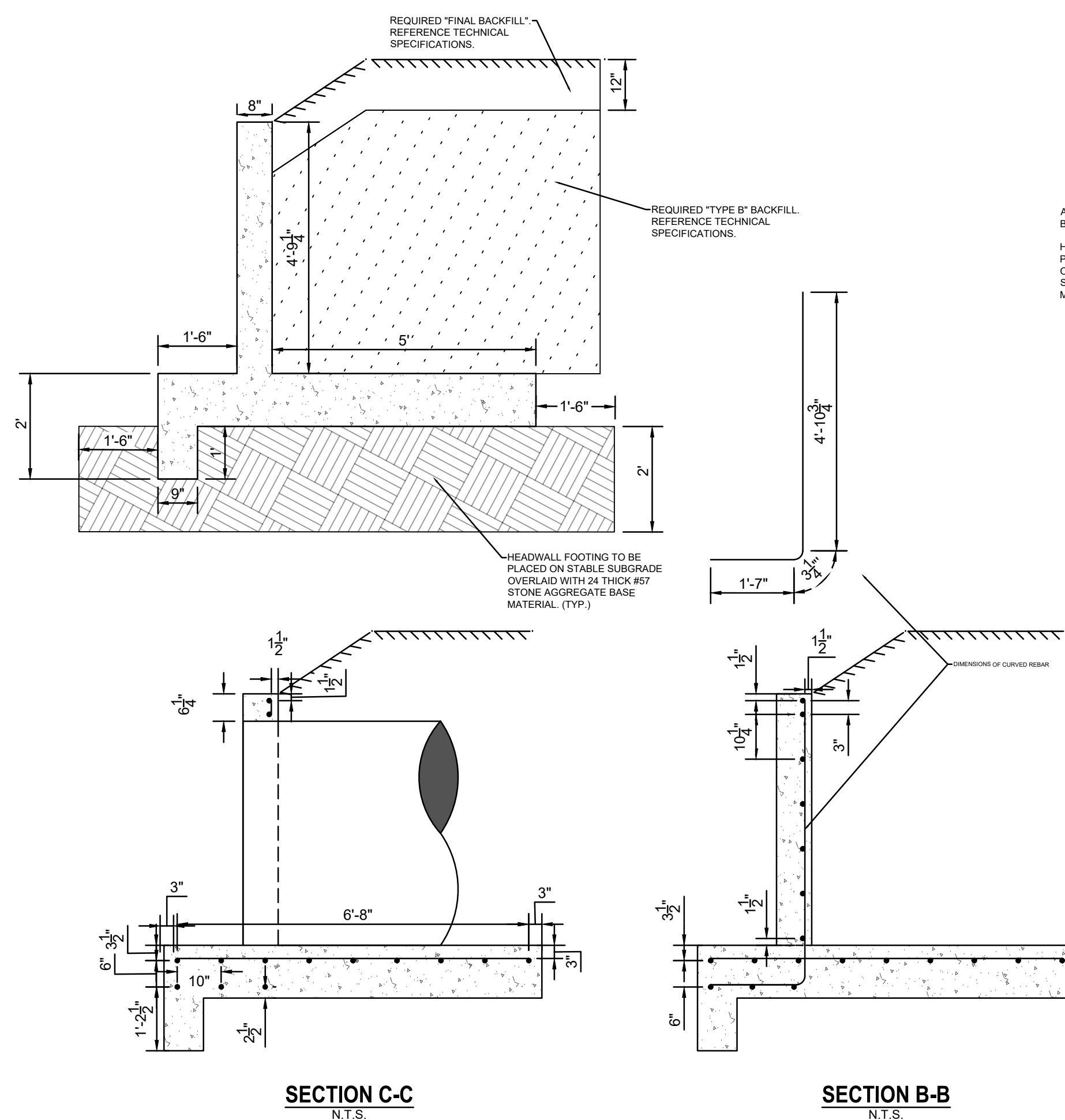
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C-4

DETAILS



SECTION B-B
N.T.S.

NOTE:
ALL REINFORCEMENT SHOWN ARE #4 BARS.

ALL CONCRETE SHALL BE CLASS A. ALL EXPOSED EDGES SHALL BE $\frac{3}{4}$ INCH CHAMFERED.

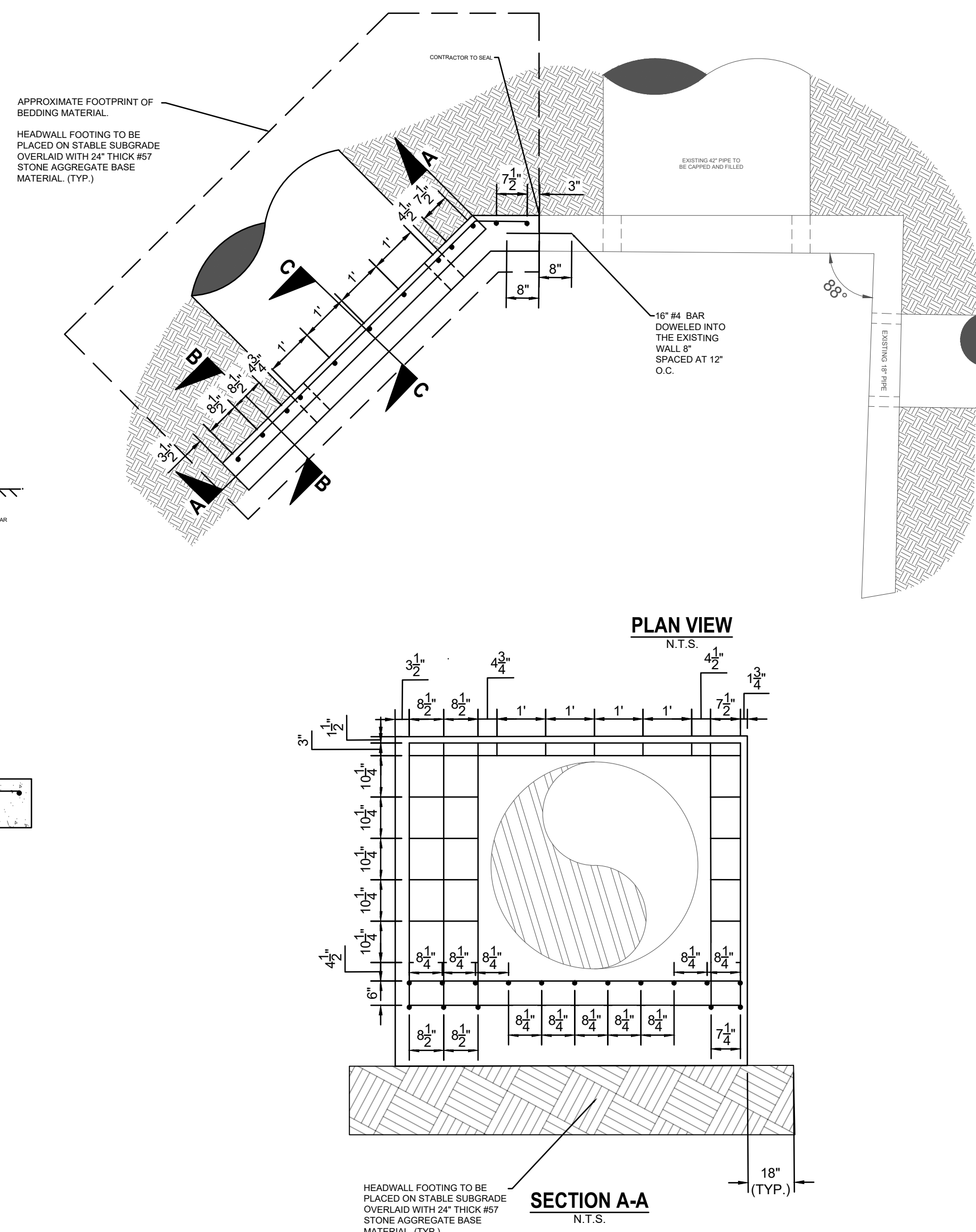
REINFORCEMENT STEEL SHALL BE GRADE 60. BAR SPACING DIMENSIONS ARE TO BAR CENTERS. STEEL REQUIRED FOR LAP SPLICES NOT DETAILED SHALL NOT BE MEASURED FOR PAYMENT. REINFORCING STEEL SHALL HAVE A COVER OF 2" UNLESS OTHERWISE SPECIFIED.

REINFORCEMENT LENGTH SHALL BE MODIFIED TO MEET SITE SPECIFIC CONDITIONS OF WALL. SHOP DRAWINGS TO BE ISSUED TO ENGINEER OF RECORD BEFORE FABRICATION.

HEADWALL FOOTING TO BE PLACED ON
STABLE SUBGRADE OVERLAID WITH 24 THICK
#57 STONE AGGREGATE BASE MATERIAL.
(TYP.)

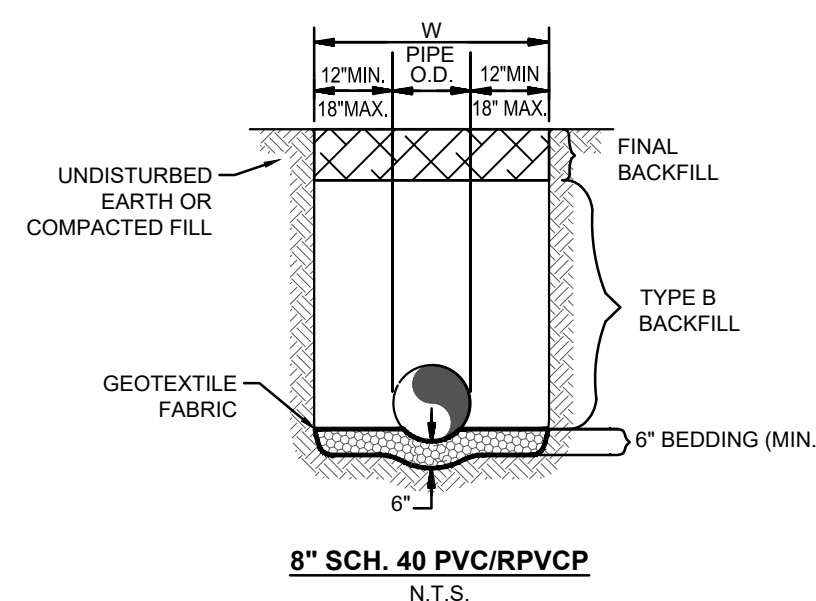
CONNECTION BETWEEN THE PROPOSED
WALL EXPANSION AND THE EXISTING WALL
SHALL BE ALL HORIZONTAL BARS DOWELED
A MINIMUM OF 8" INTO THE EXISTING WALL.

RIP-RAP SHOULD BE PLACED IMMEDIATELY
UPON ESTABLISHMENT OF FLOW TO
PREVENT EROSION.



SECTION A-A
NTS

HEADWALL FOOTING TO BE
PLACED ON STABLE SUBGRADE
OVERLAID WITH 24" THICK #57
STONE AGGREGATE BASE
MATERIAL (TYP.)



8" STORM SEWER TRENCH & BEDDING

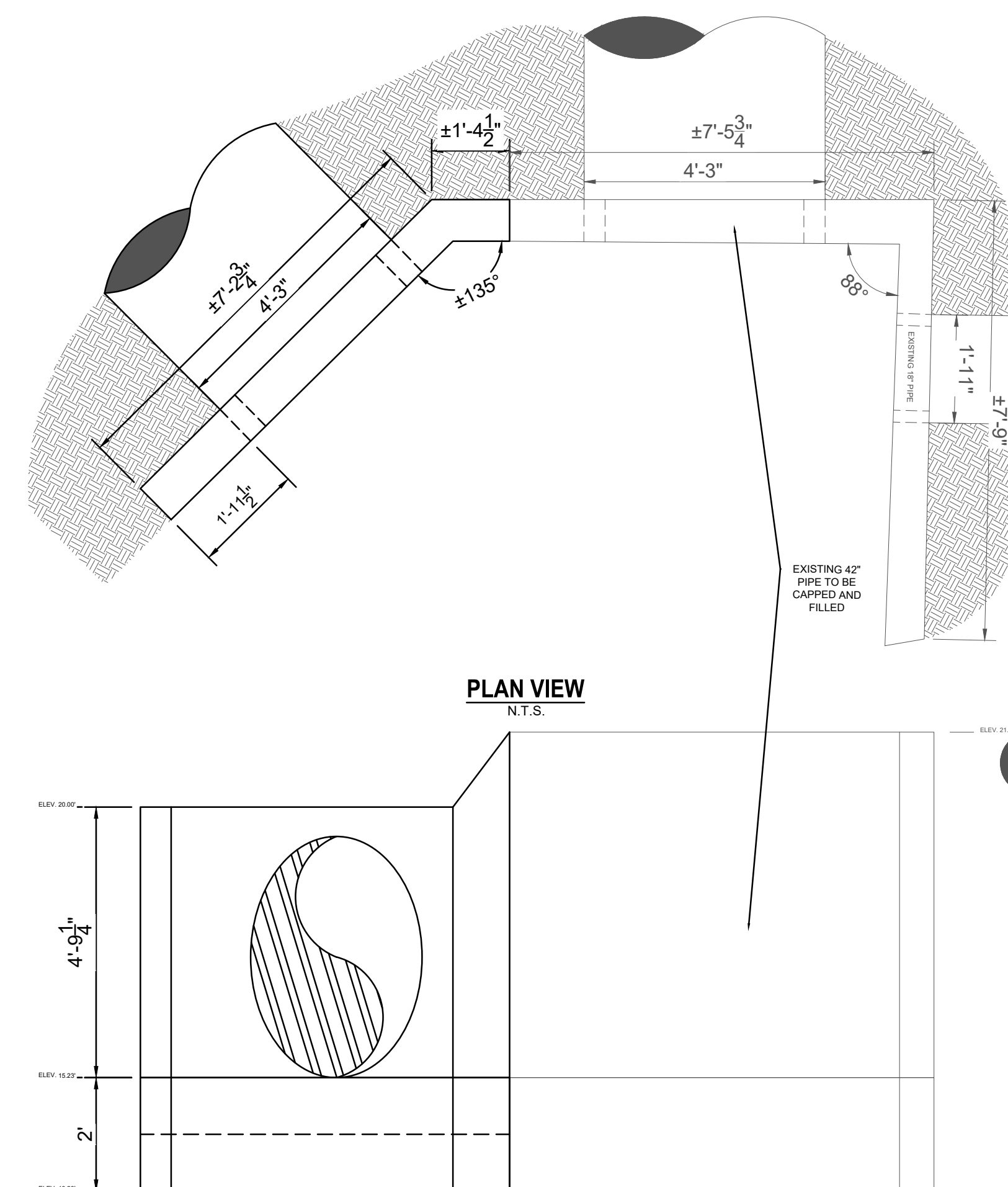
NTS

GENERAL NOTES:

- GENERAL NOTES:**
1. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE TECHNICAL SPECIFICATIONS.
 2. ALL TRENCH EXCAVATIONS SHALL BE SLOPED, SHORED, SHEETED, BRACED OR OTHERWISE SUPPORTED IN COMPLIANCE WITH OSHA REGULATIONS & LOCAL ORDINANCES.
 3. REFERENCE DOTD STANDARD PLAN BM-01 SHEET 01 & 02 DATED 10-26-2023 FOR ALL OTHER REQUIRED PIPES AND STRUCTURES.

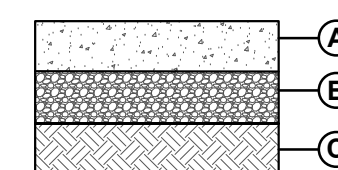
PLAN VIEW
NTS

N.T.



ELEVATION VIEW
NTS

N.T.S



- A. 6" OF PORTLAND CEMENT CONCRETE PAVEMENT, TYPE B, (15.0' JOINT SPACING, MAX.) COMPLYING WITH LSSRB, 2016 EDITION
- B. 6" COMPACTED GRANULAR FILL (SAND) COMPLYING WITH THE EMBANKMENT FILL REQUIREMENTS OF LSSRB, SECTION 1003.
- C. PROOFROLL SUBGRADE. SEE COMPACTION NOTES BELOW.

CONCRETE PAVEMENT

N.T.S.

NOTES:

NOTES:
PAVEMENT DESIGN BASED ON A MODULUS OF SUBGRADE REACTION OF 100 PCI MINIMUM

ALL MATERIALS & CONSTRUCTION METHODS SHALL CONFORM TO LOUISIANA STANDARD SPECIFICATION FOR ROADS & BRIDGES, 2016 EDITION.

SELECT FILL SHALL CONFORM TO THE MATERIAL REQUIREMENTS FOR CLEAN SAND FILL (AASHTO A-3) OR USCS SP MATERIAL, BE NON PLASTIC (PLASTICITY INDEX (PI) OF 0), AND NOT CONTAIN MORE THAN 10% (BY WEIGHT) OF MATERIAL PASSING A U.S. STANDARD NO. 200 MESH SIEVE. THE SAND SUBBASE SHALL BE COMPACTED TO AT LEAST 95% OF ITS MAXIMUM DRY DENSITY WITHIN $\pm 2\%$ OF ITS OPTIMUM WATER CONTENT USING ASTM D698.

PORTLAND CEMENT CONCRETE SHALL POSSESS A MINIMUM COMPRESSIVE STRENGTH OF 4,000 POUNDS PER SQUARE INCH AT 28 DAYS. DEPTH OF THE WEAKENED PLANES SHALL BE ONE-FOURTH THE PAVEMENT THICKNESS. ALL SUBGRADE, BASE, & PAVEMENT CONSTRUCTION OPERATIONS & MATERIALS SHALL MEET MINIMUM REQUIREMENTS OF THE LOUISIANA STANDARD SPECIFICATIONS FOR ROADS & BRIDGES (LSSRB), 2016 EDITION. CONCRETE SHALL BE DESIGNED WITH 5+/- 1 PERCENT ENTRAINED AIR TO IMPROVE WORKABILITY & DURABILITY.

COMPACTION NOTES:

- COMPACTION NOTES:**
1. ON-SITE SOIL EXCAVATED CAN BE CONSIDERED FOR USE IN THE PARKING & GRADING FILL AREAS IF THESE MATERIALS SATISFY THE FILL REQUIREMENTS DEFINED ABOVE.
 2. FOR PAVEMENT AREA FILL (BENEATH PARKING / DRIVEWAY AREAS): AT LEAST 95% OF THE MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D698.



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DDG PROJECT NO. 23-17

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C-5