



ST. TAMMANY PARISH

MICHAEL B. COOPER  
PARISH PRESIDENT

## NOTICE TO BIDDERS

### ST. TAMMANY PARISH

Sealed bids will be received by the Department of Procurement, until 2:00 p.m., **Wednesday, December 11, 2024**, and then opened and read publicly at that time by the Procurement Staff for the following project:

**Bid # 24-72-2 - Safe Haven Complex Parking Expansion**

Each paper bid must be submitted in a sealed envelope. The outside of the envelope shall show the Name and Address of the Bidder, the State Contractor's License Number of the Bidder (if the work is estimated at \$50k or more), the Bid Name and the Bid Number.

**The project classification is:**

**Highway, Street, and Bridge Construction or Heavy Construction or Municipal and Public Works Construction**

This bid package is available online at [www.bidexpress.com](http://www.bidexpress.com) or LaPAC <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm>. It is the Vendor's responsibility to check Bid Express, or LaPAC frequently for any possible addenda that may be issued. The Parish is not responsible for a Vendor's failure to download any addenda documents required to complete a submission.

Bids will be received at 21454 Koop Dr., Suite 2F, Mandeville, LA 70471 from each bidder or his agent and given a written receipt, by certified mail with return receipt requested, or electronically at [www.bidexpress.com](http://www.bidexpress.com).

Procurement Department

**BID PROPOSAL**

ST. TAMMANY PARISH  
GOVERNMENT

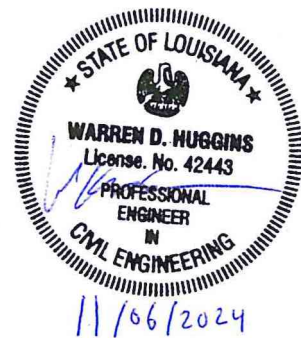


BID PACKAGE FOR

**Safe Haven Complex Parking Expansion**

BID NO.: 24-72-2

November 06, 2024



## Section 01

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## Section 02

### Instructions to Bidders

Bidders are urged to promptly review the requirements of this specification and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the Procurement Department no later than 2:00 CST seven (7) working days prior to the bid opening date. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications is clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification documents will not be considered after bids are opened.

1. Bid security is required. Be sure that your bid includes such security as is necessary to meet Parish requirements and is properly signed. The bid must be fully completed. All applicable Louisiana license numbers must be affixed.
2. The Owner is the St. Tammany Parish Government (the "Parish").
3. The terms "he/his" and "it/its" may be used interchangeably.
4. The terms "Owner," the "Parish," and "St. Tammany Parish" may be used interchangeably.
5. The successful Bidder understands the limited contract time in the contract is **one hundred fifty (150) calendar days**, and shall submit any request for an extension of time in accordance with the General and Supplementary Conditions. Said request will reflect the days requested and the reason for same. No extension request is guaranteed or absolute.
6. Bidder specifically understands that acknowledgment of the General Conditions is required. Bidder specifically understands that signature of receipt of the General Conditions is mandated. **The Bidder's signature on the "Louisiana Uniform Public Work Bid Form" will serve as acknowledgment of the Bidder's receipt and understanding of the General Conditions as well as any Supplementary Conditions.**
7. ***If any additional work is performed by the contractor without written approval by owner, the cost of the work will be borne by the contractor and will not be reimbursed by the Parish.***
8. **Only** the Louisiana Uniform Public Bid Form, the Unit Price Form (if necessary), the bid security, and written evidence of authority of person signing the bid shall be submitted on or before the bid opening time and date provided for in the Bid Documents. Necessary copies of the Louisiana Uniform Public Work Forms and Unit Price Forms (if necessary) will be furnished for Bidding. Bound sets of the Contract Documents are for Bidder's information and should not be used in submitting Bids.
9. All other documents and information required are to be submitted by the low Bidder within ten (10) days after the opening of the bids, and at the same time of day and location as given for the opening of the bids in the Bid Documents.
10. Each Bid must be submitted in a sealed envelope, unless submitted electronically. The outside of the envelope shall show the name and address of the Bidder, the State Contractor's License Number of the Bidder (if work requires contractor's license), and the Project name and the Bid number. In the case of an electronic bid proposal, a contractor may submit an authentic digital signature on the electronic bid proposal accompanied by the contractor's license number, Project name and the Bid number.
11. The price quoted for the Work shall be stated in words and figures on the Bid Form, and in figures only on the Unit Price Form. The price in the Bid 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 applicable Federal, State, Parish, Municipal or

other taxes. The price bid for the items listed on the Unit Price Form will include the cost of all related items not listed, but which are normally required to do the type of Work bid.

12. The Bid shall be signed by the Bidder. The information required on the Louisiana Uniform Public Work Bid Form must be provided. Evidence of agency, corporate, or partnership authority is required and shall be provided in conformance with LSA-R.S. 38:2212(B).
13. Only a Contractor licensed by the State to do the type of Work as indicated on the Notice to Bidders can submit a Bid. The Bidder's signature on the Bid Form certifies that he holds an active license under the provisions of Chapter 24 of Louisiana Revised Statutes Title 37. Failure to be properly licensed constitutes authority for the Owner to reject the Bid.
14. Bidders shall not attach any conditions or provisions to the Bid. Any conditions or provisions so attached may, at the sole option of the Owner, cause rejection of the Bid.
15. A Bid Guarantee of five percent (5%) of the amount of the total Bid, including Alternates, must accompany the Proposal and, at the option of the Bidder, may be a cashier's check, certified check or a satisfactory Bid Bond. The Bid Guarantee must be attached to the Louisiana Uniform Public Work Bid Form. No Bid will be considered unless it is so guaranteed. Cashier's check or certified check 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 or certified check. Such guarantees shall be made payable to the Parish of St. Tammany. In accordance with LSA-R.S. 38:2218(C), if a bid bond is used, it shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company in good standing licensed to write bid bonds which is either domiciled in Louisiana or owned by Louisiana residents. It is **not** required to be on any AIA form.
16. Bid securities of the three (3) lowest Bidders will be retained by the Owner until the Contract is executed or until final disposition is made of the Bids submitted. Bid securities of all other Bidders will be returned promptly after the canvas of Bids. Bids shall remain binding for forty-five (45) days after the date set for Bid Opening. The Parish shall act within the forty-five (45) days to award the contract to the lowest responsible bidder or reject all bids. However, the Parish and the lowest responsible bidder, by mutual written consent, may agree to extend the deadline for award by one or more extensions of thirty (30) calendar days. In the event the Owner issued the Letter of Award during this period, or any extension thereof, the Bid accepted shall continue to remain binding until the execution of the Contract.
17. A Proposal may be withdrawn at any time prior to the scheduled closing time for receipt of Bids, provided the request is in writing, executed by the Bidder or its duly authorized representative and is filed with the Owner prior to that time. When such a request is received, the Proposal will be returned to the Bidder unopened. A bid withdrawn under the provisions of LSA-R.S. 38:2214(C) cannot be resubmitted.
18. Written communications, over the signature of the Bidder, to modify Proposals will be accepted and the Proposal corrected in accordance therewith if received by the Owner prior to the scheduled closing time for receipt of Bids. Oral, telephonic or telegraphic Modifications will not be considered.
19. No oral interpretation obligating the Owner will be made to any Bidder as to the meaning of the Drawings, Specifications and Contract Documents. Every request for such an interpretation shall be made in writing and addressed and forwarded to the Owner. Inquiries received within seven (7) days prior to the day fixed for opening of the Bids may not be given consideration. Every interpretation made to the Bidder shall be in the form of an addendum to the Specifications. All such Addenda shall become part of the Contract Documents. Failure of the Owner to send or failure of Bidder to receive any such interpretation shall not relieve any Bidder from any obligation under this Bid as submitted without Modification. All Addenda shall be issued in accordance with the Public Bid Law, LSA-R.S. 38:2212(O).

20. The Owner reserves the right to reject any or all Bids for just cause in accordance with the Public Bid Law, LSA-R.S. 38:2214(B). Incomplete, informal, illegible, 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 rejection of all Bids wherein such Bidder is concerned. If required, a Bidder shall furnish satisfactory evidence of its competence and ability to perform the Work stipulated in its Proposal. Incompetence will constitute cause for rejection. If the Parish determines that the bidder is not responsive or responsible for any reason whatsoever, the bid may be rejected in accordance with State law.
21. Contractor shall be liable without limitation to the Parish for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.
22. Upon notice of any claim, demand, suit, or cause of action against the Parish, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The Parish may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the Parish's written consent before entering into any settlement or dismissal.
23. It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The Parish shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.
24. Contractor shall fully indemnify and hold harmless the Parish, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the Parish's act or failure to act.
25. Contractor shall fully indemnify and hold harmless the Parish, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the Parish.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the Parish the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the Parish monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the Parish's unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

26. Bidders shall familiarize themselves with and shall comply with all applicable Federal and State Laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the Project, which may directly or indirectly affect the Work or its prosecution. These laws and/or ordinances will be deemed to be included in the Contract, as though herein written in full.
27. Each Bidder shall visit the site of the proposed Work and fully acquaint itself with all surface and subsurface conditions as they may exist so that it may fully understand this Contract. Bidder shall also thoroughly examine and be familiar with drawings, Specifications and Contract Documents. The failure or omission of any Bidder to receive or examine any form, instrument, Drawing or document or to visit the site and acquaint itself with existing conditions shall in no way relieve any Bidder from any obligation with respect to its Bid and the responsibility in the premises.
28. The standard contract form enclosed with the Proposal documents is a prototype. It is enclosed with the Contract Documents for the guidance of the Owner and the Contractor. It has important legal consequences in all respects and consultation with an attorney is encouraged. Contractor shall be presumed to have consulted with its own independent legal counsel.
29. When one set of Contract plans show the Work to be performed by two or more prime Contractors, it is the responsibility of each Bidder to become knowledgeable of the Work to be performed by the other where the Work upon which this bid is submitted is shown to come into close proximity or in conflict with the Work of the other. In avoiding conflicts, pressure pipe lines must be installed to avoid conflict with gravity pipe lines and the Bidder of the smaller gravity pipe line in conflict with the larger gravity pipe line must include in his Bid the cost of a conflict box at these locations. The location of and a solution to the conflicts do not have to be specifically noted as such on the plans.
30. Bidder shall execute affidavit(s) attesting compliance with LSA-R.S. 38:2212.10, 38:2224, 38:2227, each as amended, and other affidavits as required by law, prior to execution of the contract.
31. In accordance with Louisiana Law, all Corporations (See LA R.S. 12:26.1) and Limited Liability Companies (See LA R.S. 12:1308.2) should be registered and in good standing with the Louisiana Secretary of State in order to hold a contract.
32. Sealed Bids shall be delivered to St. Tammany Parish Government at the office of **St. Tammany Parish Government, Department of Procurement, 21454 Koop Drive, Suite 2-F, Mandeville, LA 70471**, and a receipt given, until the time and date denoted in Notice to Bidders, at which time and place the Bids shall be publicly opened and read aloud to those present. In accordance with LSA-R.S. 38:2212(H), the designer's final estimated cost of construction shall be read aloud upon opening bids. Sealed Bids may also be mailed by certified mail to **St. Tammany Parish Government, Department of Procurement, 21454 Koop Drive, Suite 2-F, Mandeville, LA 70471**, and must be received before the bid opening. Bids may also be submitted electronically. Information concerning links for electronic bidding is contained in the Notice to Bidders. It is the responsibility of the Bidders to ensure that bids are delivered in a timely fashion. **Late bids, regardless of reason, will not be considered, and will be returned to bidder.**
33. Paper bids shall be placed in a sealed envelope, marked plainly and prominently as indicated in the Notice to Bidders, and these Instructions, and addressed:

**St. Tammany Parish Government  
Department of Procurement  
21454 Koop Drive, Suite 2-F  
Mandeville, LA 70471**

34. See Notice to Bidders for availability of Drawings, Specifications and Contract Documents via electronic methods.
35. The successful Bidder shall be required to post in each direction a public information sign, 4' x 4' in size, at the location of the project containing information required by the Owner. The Owner shall supply this information.
36. The award of the Contract, if it is awarded, will be to the lowest responsible Bidder, in accordance with State Law. No award will be made until the Owner has concluded such investigations as it deems necessary to establish the responsibility and qualifications of the Bidder to do the Work in accordance with the Contract Documents to the satisfaction of the Owner within the time prescribed as established by the Department based upon the amount of work to be performed and the conditions of same. The written contract and bond shall be issued in conformance with LSA-R.S. 38:2216. If the Contract is awarded, the Owner shall give the successful Bidder written notice of the award within forty-five (45) calendar days after the opening of the Bids in conformance with LSA-R.S. 38:2215(A), or any extension as authorized thereunder.
37. At least three days prior to the execution of the Contract, the Contractor shall deliver to the Owner the required Bonds.
38. Failure of the successful Bidder to execute the Contract and deliver the required Bonds within ten (10) days of the Notice of the Award shall be just cause for the Owner to annul the award and declare the Bid and any guarantee thereof forfeited. Award may then be made to the next lowest responsible bidder.
39. In order to ensure the faithful performance of each and every condition, stipulation and requirement of the Contract and to indemnify and hold harmless the Owner from any and all damages, either directly or indirectly arising out of any failure to perform same, the successful Bidder to whom the Contract is awarded shall furnish a Performance and Payment Bond in an amount of at least equal to one hundred percent (100%) of the Contract Price. The Contract shall not be in force or binding upon the Owner until such satisfactory Bond has been provided to and approved by the Parish. The cost of the Bond shall be paid for by the Contractor unless otherwise stipulated in the Special Provisions.
40. No surety Company will be accepted as a bondsman which has no permanent agent or representative in the State upon whom notices referred to in the General Conditions of these Specifications may be served. Service of said notice on said agent or representative in the State shall be equal to service of notice on the President of the Surety Company, or such other officer as may be concerned.
41. In conformance with LSA-R.S. 38:2219(A)(1)(a), (b), and (c):

Any surety bond written for a public works project shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide, to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

For any public works project, no surety or insurance company shall write a bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A- rating by A.M. Best up to a limit of ten percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a bond when the penalty exceeds fifteen percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

In addition, any surety bond written for a public works project shall be written by a surety or insurance company that is currently licensed to do business in the state of Louisiana. All contractors must comply with any other applicable provisions of LSA-R.S. 38:2219.

42. Should the Contractor's Surety, even though approved and accepted by the Owner, subsequently remove its agency or representative from the State or become insolvent, bankrupt, or otherwise fail, the Contractor shall immediately furnish a new Bond in another company approved by the Owner, at no cost to the Owner. The new Bond shall be executed under the same terms and conditions as the original Bond. The new bond shall be submitted within thirty (30) days of such time as the Owner notifies Contractor or from the time Contractor learns or has reason to know that the original surety is no longer financially viable or acceptable to the Parish, whichever occurs first. In the event that Contractor fails or refuses to timely secure additional surety, then the Owner may secure such surety and thereafter deduct such cost or expense from any sum due, or to become due to Contractor.
43. The Contractor's bondsman shall obligate itself to all the terms and covenants of these Specifications and of contracts covering the Work executed hereunder. The Owner reserves the right to do Extra Work or make changes by altering, adding to deducting from the Work under the conditions and in the manner herein before described without notice to the Contractor's surety and without in any manner affecting the liability of bondsman or releasing it from any of its obligations hereunder.
44. The Bond shall also secure for the Owner the faithful performance of the Contract in strict accordance with plans, specifications, and other Contract Documents. It shall protect the Owner against all lien laws of the State and shall provide for payment of reasonable attorney's fees for enforcement of Contract and institution or concursus proceedings, if such proceedings become necessary. Likewise, it shall provide for all additional expenses of the Owner occurring through failure of the Contractor to perform.
45. The surety of the Contractor shall be and does hereby declare and acknowledge itself by acceptance to be bound to the Owner as a guarantor, jointly and in solido, with the Contractor, for fulfillment of terms of the Contract.
46. The performance Bond and Labor and Material Bond forming part of this Contract shall be continued by Contractor and its Surety for a period of one (1) year from date of acceptance of the Work/Project by Owner to assure prompt removal and replacement of all defective material, equipment, components thereof, workmanship, etc., and to assure payment of any damage to property of Owner or others as a result of such defective materials, equipment, workmanship, etc.
47. Contractor authorizes Parish to deduct from any payment due herein costs and service fees for recordation of this Contract in full or an excerpt hereof, or any revisions or modifications thereof as required by law. Contractor agrees to execute an excerpt or extract of this agreement for recordation purposes. If Contractor fails to execute such an excerpt, then the Parish shall file and record the entire Contract and all attachments at the expense of Contractor and Parish is hereby authorized to deduct all related costs from any proceeds due to the Contractor.
48. Contractor shall secure and maintain at its expense such insurance that will protect it and the Parish from claims for injuries to persons or damages to property which may arise from or in connection with the performance of Services or Work hereunder by the Contractor, his agents, representatives, employees, and/or subcontractors. The cost of such insurance shall be included in Contractor's bid.
49. The Contractor shall not commence work until it has obtained all insurance as required for the Parish Project. If the Contractor fails to furnish the Parish with the insurance protection required and begins work without first furnishing Parish with a currently dated certificate of insurance, the Parish has the right to obtain the insurance protection required and deduct the cost of insurance from the first payment due the Contractor. Further deductions are permitted from future payments as are needed to protect the interests of the Parish including, but not limited to, renewals of all policies.
50. Payment of Premiums: The insurance companies issuing the policy or policies shall have no recourse against the Parish of St. Tammany for payment of any premiums or for assessments under any form of policy.
51. Deductibles: Any and all deductibles in the described insurance policies shall be assumed by and be at the sole risk of the Contractor.

52. Authorization of Insurance Company(ies) and Rating: All insurance companies must be authorized to do business in the State of Louisiana and shall have an A.M. Best rating of no less than A-, Category VII.
53. Policy coverages and limits must be evidenced by Certificates of Insurance issued by Contractor's carrier to the Parish and shall reflect:

Date of Issue: Certificate must have current date.

Named Insured: The legal name of Contractor under contract with the Parish and its principal place of business shall be shown as the named insured on all Certificates of Liability Insurance.

Name of Certificate Holder: St. Tammany Parish Government, Office of Risk Management, P. O. Box 628, Covington, LA 70434

Project Description: A brief project description, including Project Name, Project Number and/or Contract Number, and Location.

Endorsements and Certificate Reference: All policies must be endorsed to provide, and certificates of insurance must evidence the following:

Waiver of Subrogation: The Contractor's insurers will have no right of recovery or subrogation against the Parish of St. Tammany, it being the intention of the parties that all insurance policy(ies) so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance. *Policy endorsements required for all coverages.*

Additional Insured: The Parish of St. Tammany shall be named as additional named insured with respect to general liability, marine liability, pollution/environmental liability, automobile liability and excess liability coverages. *Policy endorsements required.*

Hold Harmless: Contractor's liability insurers shall evidence their cognizance of the Hold Harmless and Indemnification in favor of St. Tammany Parish Government by referencing same on the face of the Certificate(s) of Insurance.

Cancellation Notice: Producer shall provide thirty (30) days prior written notice to the Parish of policy cancellation or substantive policy change.

54. The types of insurance coverage the Contractor is required to obtain and maintain throughout the duration of the Contract shall be designated by a separate document issued by the Office of Risk Management.
55. It is the intent of these instructions that they are in conformance with State Bid Laws. Should there be any discrepancy or ambiguity in these provisions, the applicable State Bid Law shall apply.
56. The letting of any public contract in connection with funds that are granted or advanced by the United States of America shall be subject to the effect, if any, of related laws of said United States and valid rules and regulations of federal agencies in charge, or governing use and payment of such federal funds.
57. Protests based on alleged solicitation improprieties that are apparent before bid opening, or the time set for receipt of initial proposals must be filed with and received by the Procurement Department BEFORE two (2) working days of the bid opening. Any other protest shall be filed no later than ten (10) calendar days after: the opening of the bid; the basis of the protest is known; or the basis of the protest should have been known (whichever is earlier).
58. It is the Parish's policy to provide a method to protest exclusion from a competition or from the award of a contract, or to challenge an alleged solicitation irregularity. It is always better to seek a resolution within the Parish system before resorting to outside agencies

and/or litigation to resolve differences. All protests must be made in writing, and shall be concise and logically presented to facilitate review by the Parish. The written protest shall include:

The protester's name, address, and fax and telephone numbers and the solicitation, bid, or contract number;

A detailed statement of its legal and factual grounds, including a description of the resulting prejudice to the protester;

Copies of relevant documents;

All information establishing that the protester is an interested party and that the protest is timely; and

A request for a ruling by the agency; and a statement of the form of relief requested.

The protest shall be addressed to St. Tammany Parish Government Department of Procurement, P.O. Box 628, Covington, LA 70434

The protest review shall be conducted by the Parish Legal Department.

Only protests from interested parties will be allowed. Protests based on alleged solicitation improprieties that are apparent before bid opening, or the time set for receipt of initial proposals, must be filed with and received by the Department of Procurement BEFORE those deadlines.

Any other protest shall be filed no later than ten (10) calendar days after the basis of the protest is known, or should have been known (whichever is earlier).

The Parish will use its best efforts to resolve the protest within thirty (30) days of the date that it is received by the Parish. The written response will be sent to the protestor via mail and fax, if a fax number has been provided by the protestor. The protester can request additional methods of notification.

59. The last day to submit questions to Procurement shall be no later than 2:00 pm CST, seven (7) working days prior to the opening of bids and verification on comparable products will be no later than 2:00 pm CST, fourteen (14) working days prior to the opening date of the bid/proposal due date. Further, any questions or inquires must be submitted via fax to 985-898-5227, or via email to [Procurement@stpgov.org](mailto:Procurement@stpgov.org). Any questions or inquiries received after the required deadline to submit questions or inquiries will not be answered.

#### **Schedule of Events**

	<u>Date</u>	<u>Time (CT)</u>
Bid Due Date	December 11, 2024	2:00 PM
Inquiry Deadline	December 2, 2024	2:00 PM
Addendum Deadline	December 6, 2024	2:00 PM

**NOTE: The Parish reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the Bid Request.**

60. St. Tammany Parish Government contracts to be awarded are dependent on the available funding and/or approval by members designated and/or acknowledged by St. Tammany Parish Government. At any time, St. Tammany Parish Government reserves the right to cancel the award of a contract if either or both of these factors is deficient.
61. Any action by the Parish to disqualify any Bidder on the grounds that they are not a responsible Bidder shall be conducted in accordance with LSA-R.S. 38:2212(X).
62. Failure to complete or deliver within the time specified or to provide the services as specified in the bid or response will constitute a default and may cause cancellation of the contract. Where the Parish has determined the contractor to be in default. The Parish reserves the right to purchase any or all products or services covered by the contract on the



open market and to charge the contractor with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid or response from the defaulting contractor will be considered.

63. If any part of the provisions contained herein and/or in the Specifications and Contract for the Work shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement or attachment, but it shall be construed as if such invalid, illegal, or unenforceable provision or part of a provision had never been contained herein.

## Section 03

### Summary of Work

**I.** Work to Include:

Project includes demolition of existing lots, construction of stoned and grid parking lots, concrete curb and drives, sidewalks, handicap parking, landscaping, storm drainage and swales.

The Parish reserves the right to add, remove or otherwise modify the above, as determined by the Parish and as allowed by law.

**II.** Location of Work:

Safe Haven Campus  
23515 Highway 190  
Mandeville, LA 70448

**III.** Documents: Bid Documents dated November 06, 2024, and entitled:

Safe Haven Complex Parking Expansion

Bid No.: 24-72-2

**IV.** OTHER REQUIREMENTS (as applicable)

**Contractor must comply and assures compliance with Section 12 Federal Clauses.**

**When not otherwise specified herein, all work and materials shall conform to the requirements of the Louisiana Department of Transportation and Development hereafter called LDOTD (2016 Edition of Louisiana Standard Specifications for Roads and Bridges).**

**This project is federally grant funded and therefore requires the Contractor to have a Unique Entity Identification number (UEI). The Contractor should submit with their response their UEI number. If the Contractor does not have a UEI already, then they must register at the below link before an award can be made.**

<https://sam.gov/content/entity-registration>

**Table 3.1**

<b>Liquidated Damages</b>	
<b>Original Contract Amount</b>	<b>Daily Charge</b>
Dollars	Dollars
0 - 250,000	500
250,000 – 1 Million	1,000
> 1 Million – 5 Million	1,500
> 5 Million – 10 Million	2,000
> 10 Million	3,000

- Parish reserves the right to increase the Daily charge rate due to additional provisions required in order to complete the project as described in the specifications

Section 04

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: St. Tammany Parish Government
21454 Koop Dr., Suite 2F
Mandeville, La 70471

(Owner to provide name and address of owner)

BID FOR: Safe Haven Complex Parking Expansion
Bid No.: 24-72-2

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

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Neel-Schaffer, Inc. and dated: November 6, 2024.

(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 (ADD FOR ADULT CRISIS SERVICES PARKING IMPROVEMENTS) for the lump sum of: Dollars (\$ )

Alternate No. 2 (ADD FOR FL PARISHES HUMAN SERVICES PARKING IMPROVEMENTS) 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: N/A 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**

**TQ:**

St. Tammany Parish Government  
21454 Koop Drive, Suite 2F  
Mandeville, LA. 70471  
(OWNER TO PROVIDE NAME AND ADDRESS OF OWNER)

**BID FOR:**

Safe Haven Complex Parking Expansion  
Bid No.: 24-72-2  
(OWNER TO PROVIDE PROJECT NAME & OTHER IDENTIFYING INFO)

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

Description: <input checked="" type="checkbox"/> BASE BID OR <input type="checkbox"/> ALT # TRAINING CENTER AND NAMI DAY CENTER PARKING IMPROVEMENTS				
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
012000 - 1	1	LS		
Description: <input checked="" type="checkbox"/> BASE BID OR <input type="checkbox"/> ALT # EARLY CHILDHOOD DEVELOPMENT PARKING IMPROVEMENTS				
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
012000 - 2	1	LS		
Description: <input checked="" type="checkbox"/> BASE BID OR <input type="checkbox"/> ALT # NAMI CLOSET PARKING IMPROVEMENTS				
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
012000 - 3	1	LS		
Description: <input type="checkbox"/> BASE BID OR <input checked="" type="checkbox"/> ALT # 1 ADULT CRISIS SERVICES PARKING IMPROVEMENTS				
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
012000 - 4	1	LS		

Wording for "description" is to be provided by the Owner. All Quantities Estimated. The Contractor will be paid based upon actual quantities as verified by the Owner.

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

Description: <input type="checkbox"/> BASE BID OR <input checked="" type="checkbox"/> ALT # 2 FL PARISHES HUMAN SERVICES PARKING IMPROVEMENTS				
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
012000 - 5	1	LS		
Description: <input type="checkbox"/> BASE BID OR <input type="checkbox"/> ALT #				
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
Description: <input type="checkbox"/> BASE BID OR <input type="checkbox"/> ALT #				
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
Description: <input type="checkbox"/> BASE BID OR <input type="checkbox"/> ALT #				
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
Description: <input type="checkbox"/> BASE BID OR <input type="checkbox"/> ALT #				
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)

Wording for "description" is to be provided by the Owner. All Quantities Estimated. The Contractor will be paid based upon actual quantities as verified by the Owner.

Section 05

**AFFIDAVIT PURSUANT TO LSA-R.S. 38:2224 and 38:2227  
FOR BIDDERS FOR PUBLIC WORKS CONTRACTS**

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

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

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

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

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

1. That affiant is appearing on behalf of \_\_\_\_\_, who is seeking a public contract with St. Tammany Parish Government.
2. That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and
3. That no part of the contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for affiant.
4. If affiant is a sole proprietor, that after July 2, 2010, he/she has not been convicted of, or has not entered a plea of guilty or *nolo contendere* to any of the crimes or equivalent federal crimes listed in LSA-R.S. 38:2227(B).
5. If affiant is executing this affidavit on behalf of a juridical entity such as a partnership, corporation, or LLC, etc., that 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 in LSA-R.S. 38:2227(B).

- 6. If affiant is a sole proprietor, that neither affiant, nor his/her immediate family is a public servant of St. Tammany Parish Government or the Contract is not under the supervision or jurisdiction of the public servant's agency.
  
- 7. If affiant is executing this affidavit on behalf of a juridical entity such as a partnership, corporation, or LLC, etc., that no public servant of St. Tammany Parish Government, or his/her immediate family, either individually or collectively, has more than a 25% ownership interest in the entity seeking the Contract with St. Tammany Parish Government if the Contract will be under the supervision or jurisdiction of the public servant's agency.

\_\_\_\_\_  
**Printed Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Entity name:** \_\_\_\_\_

**THUS SWORN TO AND SUBSCRIBED BEFORE ME,**  
**THIS \_\_\_\_\_, DAY OF \_\_\_\_\_, 202\_\_.**

\_\_\_\_\_  
**Notary Public**  
**Print Name:** \_\_\_\_\_  
**Notary I.D./Bar No.:** \_\_\_\_\_  
**My commission expires:** \_\_\_\_\_

**AFFIDAVIT PURSUANT TO LSA-R.S. 38:2212.10 CONFIRMING  
REGISTRATION AND PARTICIPATION IN A STATUS VERIFICATION  
SYSTEM**

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

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

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

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

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

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

\_\_\_\_\_  
**Printed Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Name of Entity:** \_\_\_\_\_

**THUS SWORN TO AND SUBSCRIBED BEFORE ME,  
THIS \_\_\_\_\_, DAY OF \_\_\_\_\_, 202\_\_.**

\_\_\_\_\_  
**Notary Public**  
**Print Name:** \_\_\_\_\_  
**Notary I.D./Bar No.:** \_\_\_\_\_  
**My commission expires:** \_\_\_\_\_





## INSURANCE REQUIREMENTS\*

Construction Project: Safe Haven Complex Parking Expansion

Project/Quote/Bid#: 24-72-2

### **\*\*\*IMPORTANT – PLEASE READ\*\*\***

**Prior to submitting your quote or bid, it is recommended that you review these insurance requirements with your insurance broker/agent.**

*These requirements modify portions of the insurance language found in the General Conditions and/or Supplementary General Conditions; however, there is no intention to remove all sections pertaining to insurance requirements and limits set forth in the General Conditions and/or Supplementary General Conditions, only to amend and specify those items particular for this Project.*

- A. The Provider shall secure and maintain at its expense such insurance that will protect it and St. Tammany Parish Government (the "Parish") from claims for bodily injury, death or property damage as well as from claims under the Workers' Compensation Acts that may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to the Parish and provide thirty (30) days prior notice of cancellation to the Parish, in writing, on all of the required coverage.
- B. All policies shall provide for and certificates of insurance shall indicate the following:
1. Waiver of Subrogation: The Provider's insurers will have no right of recovery or subrogation against the Parish of St. Tammany, it being the intention of the parties that all insurance policy(ies) so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
  2. Additional Insured: St. Tammany Parish Government shall be named as Additional Insured with respect to general liability, automobile liability and excess liability coverages, as well as marine liability and pollution/environmental liability, when those coverages are required or necessary.
  3. Payment of Premiums: The insurance companies issuing the policy or policies will have no recourse against St. Tammany Parish Government for payment of any premiums or for assessments under any form of policy.
  4. Project Reference: The project(s) and location(s) shall be referenced in the Comment or Description of Operations section of the Certificate of Insurance (Project ##-###, or Bid # if applicable, Type of Work, Location).
- C. Coverage must be issued by insurance companies authorized to do business in the State of Louisiana. Companies must have an A.M. Best rating of no less than A-, Category VII. St. Tammany Parish Risk Management Department may waive this requirement only for Workers Compensation coverage at their discretion.

Provider shall secure and present proof of insurance on forms acceptable to St. Tammany Parish Government, Office of Risk Management no later than the time of submission of the Contract to the Parish. However, should any work performed under this Contract by or on behalf of Provider include exposures that are not covered by those insurance coverages, Provider is not relieved of its obligation to maintain appropriate levels and types of insurance necessary to protect itself, its agents and employees, its subcontractors, St. Tammany Parish Government (Owner), and all other interested third parties, from any and all claims for damage or injury in connection with the services performed or provided throughout the duration of this Project, as well as for any subsequent periods required under this Contract.

The insurance coverages checked (✓) below are those required for this Contract.

- 1. **Commercial General Liability\*** insurance – **Occurrence Form** - with a Combined Single Limit for bodily injury and property damage of at least \$1,000,000 per Occurrence / \$2,000,000 General Aggregate and \$2,000,000 Products-Completed Operations. Contracts over \$1,000,000 may require higher limits. The insurance shall provide for and the certificate(s) of insurance shall indicate the following coverages:
  - a) Premises - operations;
  - b) Broad form contractual liability;
  - c) Products and completed operations;
  - d) Personal/Advertising Injury;
  - e) Broad form property damage (for Projects involving work on Parish property);
  - f) Explosion, Collapse and Damage to underground property.
  - g) Additional Insured forms CG 2010 and CG 2037 in most current edition are required.
  
- 2. **Business Automobile Liability\*** insurance with a Combined Single Limit of \$1,000,000 per Occurrence for bodily injury and property damage, and shall include coverage for the following:
  - a) Any auto;
  - or**
  - b) Owned autos; **and**
  - c) Hired autos; **and**
  - d) Non-owned autos.
  
- 3. **Workers' Compensation/Employers Liability insurance\*** - Workers' Compensation coverage as required by State law. Employers' liability limits shall be a minimum of \$1,000,000 each accident, \$1,000,000 each disease, \$1,000,000 disease policy aggregate. When water activities are expected to be performed in connection with this project, coverage under the USL&H Act, Jones Act and/or Maritime Employers Liability (MEL) must be included. **Coverage for owners, officers and/or partners in any way engaged in the Project shall be included in the policy.** The names of any excluded individual must be shown in the Description of Operations/Comments section of the Certificate.
  
- 4. **Pollution Liability and Environmental Liability\*** insurance in the minimum amount of \$1,000,000 per occurrence / \$2,000,000 aggregate including full contractual liability and third party claims for bodily injury and/or property damage, for all such hazardous waste, pollutants and/or environmental exposures that may be affected by this project stemming from pollution/environmental incidents as a result of Contractor's operations.

If coverage is provided on a claims-made basis, the following conditions apply:

- 1) the retroactive date must be prior to or coinciding with the effective date of the Contract, or prior to the commencement of any services provided by the Contractor on behalf of the Parish, whichever is earlier; AND
- 2) continuous coverage must be provided to the Parish with the same retro date for 24 months following acceptance or termination of the Project by the Parish either by
  - a) continued renewal certificates **OR**
  - b) a 24 month Extended Reporting Period

\*The Certificate must indicate whether the policy is written on an occurrence or claims-made basis and, if claims-made, the applicable retro date must be stated.

5. **Contractor's Professional Liability/Errors and Omissions\*** insurance in the sum of at least \$1,000,000 per claim / \$2,000,000 aggregate is required when work performed by Contractor or on behalf of Contractor includes professional or technical services including, but not limited to, construction administration and/or management, engineering services such as design, surveying, and/or inspection, technical services such as testing and laboratory analysis, and/or environmental assessments. An occurrence basis policy is preferred.

If coverage is provided on a claims-made basis, the following conditions apply:

- 1) the retroactive date must be prior to or coinciding with the effective date of the Contract, or prior to the commencement of any services provided by the Contractor on behalf of the Parish, whichever is earlier; AND
- 2) continuous coverage must be provided to the Parish with the same retro date for 24 months following acceptance or termination of the Project by the Parish either by
  - a) continued renewal certificates **OR**
  - b) a 24 month Extended Reporting Period

\*The Certificate must indicate whether the policy is written on an occurrence or claims-made basis and, if claims-made, the applicable retro date must be stated.

6. **Marine Liability/Protection and Indemnity\*** insurance is required for any and all vessel and/or marine operations in the minimum limits of \$1,000,000 per occurrence / \$2,000,000 per project general aggregate. The coverage shall include, but is not limited to, the basic coverages found in the Commercial General Liability insurance and coverage for third party liability

**\*Excess/Umbrella Liability** insurance may be provided to meet the limit requirements for any Liability coverage. For example: if the General Liability requirement is \$3,000,000 per occurrence, but the policy is only \$1,000,000 per occurrence, then the excess policy should be at least \$2,000,000 per occurrence thereby providing a combined per occurrence limit of \$3,000,000.)

7. **Owners Protective Liability (OPL)** shall be furnished by the Contractor and shall provide coverage in the minimum amount of \$1,000,000 CSL each occurrence / \$1,000,000 aggregate. **St. Tammany Parish Government, ATTN: Risk Management Department, P. O. Box 628, Covington, LA 70434 shall be the first named insured on the policy.**

8. **Builder's Risk Insurance** written as an "all-risk" policy providing coverage in an amount at or greater than one hundred percent (100%) of the completed value of the contracted project. Any contract modifications increasing the contract cost will require an increase in the limit of the Builder's Risk policy. Deductibles should not exceed \$5,000 and Contractor shall be responsible for all policy deductibles. This insurance shall cover materials at the site, stored off the site, and in transit. The Builder's Risk Insurance shall include the interests of the Owner, Contractor and Subcontractors and shall terminate only when the Project is accepted in writing. **St. Tammany Parish Government, ATTN: Risk Management Department, P. O. Box 628, Covington, LA 70434 shall be named as a Loss Payee on the policy.**

9. **Installation Floater Insurance**, on an "all-risk" form, shall be furnished by Contractor and carried for the full value of the materials, machinery, equipment and labor for each location. The Contractor shall be responsible for all policy deductibles. The Installation Floater Insurance shall provide coverage for property owned by others and include the interests of the Owner, Contractor and Subcontractors and shall terminate only when the Project is accepted in writing. **St. Tammany Parish Government, ATTN: Risk Management Department, P. O. Box 628, Covington, LA 70434 shall be named as a Loss Payee on the policy.**

- D. All policies of insurance shall meet the requirements of the Parish prior to the commencing of any work. The Parish has the right, but not the duty, to approve all insurance coverages prior to commencement of work. If any of the required policies are or become unsatisfactory to the Parish as to form or substance; or if a company issuing any policy is or becomes unsatisfactory to the Parish, the Provider shall promptly obtain a new policy, timely submit same to the Parish for approval, and submit a certificate thereof as provided above. The Parish agrees not to unreasonably withhold approval of any insurance carrier selected by Provider. In the event that Parish cannot agree or otherwise authorize a carrier, Provider shall have the option of selecting and submitting a new insurance carrier within 30 days of said notice by the Parish. In the event that the second submission is insufficient or is not approved, then the Parish shall have the unilateral opportunity to thereafter select a responsive and responsible insurance carrier all at the cost of Provider and thereafter deduct from Provider's fee the cost of such insurance.
- E. Upon failure of Provider to furnish, deliver and/or maintain such insurance as above provided, this contract, at the election of the Parish, may be declared suspended, discontinued or terminated. Failure of the Provider to maintain insurance shall not relieve the Provider from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the Provider concerning indemnification.
- F. Provider shall maintain a current copy of all annual insurance policies and agrees to provide a certificate of insurance to the Parish on an annual basis or as may be reasonably requested for the term of the contract or any required Extended Reporting Period. Provider further shall ensure that all insurance policies are maintained in full force and effect throughout the duration of the Project and shall provide the Parish with annual renewal certificates of insurance evidencing continued coverage, without any prompting by the Parish.
- G. It shall be the responsibility of Provider to require that these insurance requirements are met by all contractors and sub-contractors performing work for and on behalf of Provider. Provider shall further ensure the Parish is named as an additional insured on all insurance policies provided by said contractor and/or sub-contractor throughout the duration of the project.
- H. Certificates of Insurance shall be issued as follows:

**St. Tammany Parish Government  
Attn: Risk Management  
P O Box 628  
Covington, LA 70434**

To avoid contract processing delays, be certain the project name/number is included on all correspondence including Certificates of Insurance.

**\*NOTICE: St. Tammany Parish Government reserves the rights to remove, replace, make additions to and/or modify any and all of the insurance requirements at any time.**

**Any inquiry regarding these insurance requirements should be addressed to:**

**St. Tammany Parish Government  
Office of Risk Management  
P O Box 628  
Covington, LA 70434  
Telephone: 985-898-5226  
Email: riskman@stpgov.org**

## Section 07

### Project Signs

#### 1. General

- a. Work to include providing and installing project sign(s) at the beginning of the project. Some projects may require multiple signs. Should more than one sign be required, it will be reflected in the bidding documents.

#### 2. Materials

- a. The printed project sign(s) shall be 3/8" primed Medium Density Overlay (MDO) **OR** 3-millimeter corrugated plastic secured to exterior plywood (4' x 4').
- b. Contractor shall not use previously provided templates and/or fonts.

#### 3. Execution

- a. The sign(s) shall be printed on a project-by-project basis in black and white, using the template and font provided to the Contractor by the St. Tammany Parish Government Project Manager.
- b. All signage proofed and approved by State Tammany Parish Government before project sign(s) are to be produced by the Contractor.
- c. Exact placement of the project sign(s) must be coordinated with, and approved by, the St. Tammany Parish Government Project Manager prior to sign installation.
- d. The sign(s) is to be installed such that the bottom of the sign is a minimum of 5' above the existing ground elevation.
- e. Sign(s) is to be maintained throughout the period of construction. If sign(s) is damaged or destroyed, repair and/or replacement of sign(s) will be at Contractor's expense.
- f. Contractor is responsible for the removal of all project signs upon issuance of final acceptance by the St. Tammany Parish Government Project Manager at no direct pay.
- g. Cost to be included in "Temporary Signs and Barricades

**Blank Template of Parish Project Sign:**

# PROGRESS

The image shows a blank template for a Parish Project Sign. On the left is a grey rectangular box containing the St. Tammany Parish Government seal at the top. Below the seal, the text reads "MICHAEL B. COOPER Parish President" followed by a horizontal line and "Councilmember Name Council District X". To the right of this box is the text "\$XXX,XXX.XX". A callout box with a blue border and a line pointing to the dollar sign contains the text "Total Dollar \$ amount specified here". Below the dollar amount is the text "Project Name" followed by "Description of Project Work". A callout box with a blue border and a line pointing to "Description of Project Work" contains the text "Name of Street, Bridge, Subdivision, etc. stated here". Below "Description of Project Work" is a callout box with a blue border and a line pointing to the text "Short Description of Project stated here (if deemed applicable by the Parish)".

**Example of a Completed Parish Project Sign:**

# PROGRESS



**MICHAEL B. COOPER**  
Parish President

**RYKERT O. TOLEDANO, JR**  
Council District 5

**\$514,444.40**

**Dove Park**  
**Subdivision Drainage**  
Drainage Improvements along  
Swallow St., Sparrow St.,  
Partridge St. and Egret St.

Section 08

**General Conditions for St. Tammany Parish Government**

**This index is for illustrative purposes only and is not intended to be complete nor exhaustive.**

**All bidders/contractors are presumed to have read and understood the entire document. Some information contained in these conditions may not be applicable to all projects.**



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## 01.00 DEFINITIONS OF TERMS

Whenever used in these General Conditions or in other Contract Documents, the following terms shall have the meanings indicated, and these shall be applicable to both the singular and plural thereof.

- 01.01 A.A.S.H.T.O American Association of State Highway and Transportation Officials. When A.A.S.H.T.O. is referred to in these Specifications it takes the meaning of the specification for materials and methods of testing specified by this association and the specification stated is considered to be a part of the Specifications as if written herein in full.
- 01.02 A.C.I American Concrete Institute. When A.C.I. is referred to in these Specifications it takes the meaning of the specification for materials and methods of testing specified by this institute and the specification stated is considered to be a part of the Specifications as if written herein in full.
- 01.03 Addenda Written or graphic instruments issued prior to the opening of bids which clarify, correct, modify or change the bidding or Contract Documents.
- 01.04 Advertisement The written instrument issued by the Owner at the request of the Owner used to notify the prospective bidder of the nature of the Work. It becomes part of the Contract Documents.
- 01.05 Agreement The written agreement or contract between the Owner and the Contractor covering the Work to be performed and the price that the Owner will pay. Other documents, including the Proposal, Addenda, Specifications, plans, surety, insurance, etc., are made a part thereof.
- 01.06 Application for Payment The form furnished by the Owner which is to be used by the Contractor in requesting incremental (progress) payments and which is to include information required by Section 28.01 and an affidavit of the Contractor. The affidavit shall stipulate that progress payments theretofore received from the Owner on account of the Work have been applied by Contractor to discharge in full of all Contractor's obligations reflected in prior applications for payment.
- 01.07 A.S.T.M. American Society of Testing Materials. When A.S.T.M. is referred to in these Specifications it takes the meaning of the specification for materials and methods of testing specified by this society and the specification stated is considered to be a part of the Specifications as if written herein in full.
- 01.08 Bid The offer or Proposal of the Bidder submitted on the prescribed form setting forth all the prices for the Work to be performed.
- 01.09 Bidder Any person, partnership, firm or corporation submitting a Bid for the Work.
- 01.10 Bonds Bid, performance and payment bonds and other instruments of security, furnished by the Contractor and its surety in accordance with the Contract Documents and Louisiana law.
- 01.11 Change Order A written order to the Contractor signed by the Owner authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time after execution of the Agreement.
- 01.12 Contract Documents The Agreement, Addenda, Contractor's Bid and any documentation accompanying or post-bid documentation when attached as an exhibit, the Bonds, these General Conditions, the Advertisement for Bid, Notice to Contractor, all supplementary conditions, the Specifications, the Drawings, together with all Modifications issued after the execution of the Agreement.
- 01.13 Contract Price The total monies payable to the Contractor under the Contract Documents.

- 01.14 Contract Time The number of consecutive calendar days stated in the Agreement for the completion of the Work.
- 01.15 Contractor The person, firm, corporation or Contractor with whom the Owner has executed the Agreement.
- 01.16 Defective Work When work which is unsatisfactory, faulty or deficient for any reason whatsoever, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to the Owner's recommendation or acceptance.
- 01.17 Drawings The Drawings and plans which show the character and scope of the Work to be performed and which have been prepared or approved by the Owner and are referred to in the Contract Documents.
- 01.18 Field Order A written order issued by the Owner or his agent which clarifies or interprets the Contract Documents.
- 01.19 Modification (a) A written amendment of the Contract Documents signed by both parties, (b) A Change Order, (c) A written clarification or interpretation issued by the Owner or his agent. Modification may only be issued after execution of the Agreement.
- 01.20 Notice of Award The written notice by Owner to the lowest responsible Bidder stating that upon compliance of the conditions enumerated in the Notice of Award, or enumerated in the Bid documents, the Owner will deliver the Contract Documents for signature. The time for the delivery of the Contract Documents can be extended in conformance with Louisiana Law.
- 01.21 Notice to Contractor Instructions, written or oral given by Owner to Contractor and deemed served if given to the Contractor's superintendent, foreman or mailed to Contractor at his last known place of business.
- 01.22 Notice to Proceed A written notice given by the Owner fixing the date on which the Contract Time will commence, and on which date the Contractor shall start to perform his obligation under the Contract Documents. Upon mutual consent by both parties, the Notice to Proceed may be extended.
- 01.23 Owner St. Tammany Parish Government, acting herein through its duly constituted and authorized representative, including but not limited to the Office of the Parish President or its designee, its Chief Administrative Officer, and/or Legal Counsel. St. Tammany Parish Government (hereinafter, the "Parish") and Owner may be used interchangeably.
- 01.24 Project The entire construction to be performed as provided in the Contract Documents.
- 01.25 Project Representative The authorized representative of the Owner who is assigned to the Project or any parts thereof.
- 01.26 Proposal The Bid submitted by the Bidder to the Owner on the Proposal form setting forth the Work to be done and the price for which the Bidder agrees to perform the Work.
- 01.27 Shop Drawings All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, Subcontractor, Manufacturer, Supplier or Distributor and which illustrate the equipment, material or some portion of the Work.
- 01.28 Specifications The Instructions to Bidders, these General Conditions, the Special Conditions and the Technical Provisions. All of the documents listed in the "Table of Contents."
- 01.29 Subcontractor An individual, firm or corporation having a direct Contract with the Contractor or with any other Subcontractor for the performance of a part of the Project Work.
- 01.30 Substantial Completion The date as certified by the Owner or its agent when the construction of the Project or a specified part thereof is sufficiently complete in accordance with the Contract Documents so that the Project or specified part can be utilized for the

purposes for which it was intended; or if there is no such certification, the date when final payment is due in accordance with Section 28.

- 01.31 Superintendent Contractor's site representative. The person on the site who is in full and complete charge of the Work.
- 01.32 Time Unless specifically stated otherwise, all time delays shall be calculated in calendar days.
- 01.33 Work Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the Contractor under the Contract Documents, usually including the furnishing of all labor, materials, equipment and other incidentals.
- 01.34 The terms "he/himself" may be used interchangeably with "it/itself."

## 02.00 PROPOSAL

- 02.01 All papers bound with or attached to the Proposal Form are a necessary part thereof and must not be detached.
- 02.02 For submitting Bids, the only forms allowed shall be the "Louisiana Uniform Public Work Bid Form", "Louisiana Uniform Public Works Bid Form Unit Price Form" (if necessary), the Bid Bond, and written evidence of authority of person signing the bid. Necessary copies of the Louisiana Uniform Public Work Forms will be furnished for Bidding. Bound sets of the Contract Documents are for Bidder's information and should not be used in submitting Bids.
- 02.03 Proposal forms must be printed in ink or typed, unless submitted electronically. Illegibility or ambiguity therein may constitute justification for rejection of the Bid.
- 02.04 Each Bid must be submitted in a sealed envelope, unless submitted electronically. The outside of the envelope shall show the name and address of the Bidder, the State Contractor's License Number of the Bidder (if work requires contractor's license), and the Project name and number for which the Bid is submitted, along with the Bid number.
- 02.05 The price quoted for the Work shall be stated in words and figures on the Bid Form, and in numbers only on the Unit Price Form. The price in the Proposal 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 applicable Federal, State, Parish, Municipal or other taxes. The price bid for the items listed on the Unit Price Form will include the cost of all related items not listed, but which are normally required to do the type of Work bid.
- 02.06 The Bid shall be signed by the Bidder. The information required on the Louisiana Uniform Public Work Bid Form must be provided. Evidence of agency, corporate, or partnership authority is required and shall be provided in conformance with LSA-R.S. 38:2212(B).
- 02.07 Only the Contractors licensed by the State to do the type of Work involved can submit a Proposal for the Work. The envelope containing the Proposal shall have the Contractor's license number on it. Failure to be properly licensed constitutes authority by the Owner for rejection of Bid.
- 02.08 Bidders shall not attach any conditions or provisions to the Proposal. Any conditions or provisions so attached may, at the sole option of the Owner, cause rejection of the Bid or Proposal.
- 02.09 A Bid Guarantee of five percent (5%) of the amount of the total Bid, including Alternates, must accompany the Proposal and, at the option of the Bidder, may be a cashier's check, certified check or a satisfactory Bid Bond. The Bid Guarantee must be attached to the Louisiana Uniform Public Work Bid Form. No Bid will be considered unless it is so guaranteed. Cashier's check or certified check 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 or certified check. Such guarantees shall be made payable to the Parish



of St. Tammany. In accordance with LSA-R.S. 38:2218(C), if a bid bond is used, it shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide, or by an insurance company in good standing licensed to write bid bonds which is either domiciled in Louisiana or owned by Louisiana residents. It is **not** required to be on any AIA form.

- 02.10 Bid securities of the three (3) lowest Bidders will be retained by the Owner until the Contract is executed or until final disposition is made of the Bids submitted. Bid securities of all other Bidders will be returned promptly after the canvas of Bids. Bids shall remain binding for forty-five (45) days after the date set for Bid Opening. The Parish shall act within the forty-five (45) days to award the contract to the lowest responsible bidder or reject all bids as permitted by Public Bid Law. However, the Parish and the lowest responsible bidder, by mutual written consent, may agree to extend the deadline for award by one or more extensions of thirty (30) calendar days. In the event the Owner issued the Letter of Award during this period, or any extension thereof, the Bid accepted shall continue to remain binding until the Execution of the Contract.
- 02.11 A Proposal may be withdrawn at any time prior to the scheduled closing time for receipt of Bids, provided the request is in writing, executed by the Bidder or its duly authorized representative and is filed with the Owner prior to that time. When such a request is received, the Proposal will be returned to the Bidder unopened.
- 02.12 Written communications, over the signature of the Bidder, to modify Proposals will be accepted and the Proposal corrected in accordance therewith if received by the Owner prior to the scheduled closing time for receipt of Bids. Oral, telephonic or telegraphic Modifications will not be considered.
- 02.13 No oral interpretation obligating the Owner will be made to any Bidder as to the meaning of the Drawings, Specifications and Contract Documents. Every request for such an interpretation shall be made in writing and addressed and forwarded to the Owner. No inquiry received within seven (7) days prior to the day fixed for opening of the Bids shall be given consideration. Every interpretation made to the Bidder shall be in the form of an addendum to the Specifications. All such Addenda shall become part of the Contract Documents. Failure of Bidder to receive any such interpretation shall not relieve any Bidder from any obligation under this Bid. All Addenda shall be issued in accordance with the Public Bid Law, LSA-R.S. 38:2212(O)(2)(a) and (b).
- 02.14 The Owner reserves the right to reject any or all Bids for just cause in accordance with the Public Bid Law, LSA-R.S. 38:2214(B). 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 rejection of all Bids wherein such Bidder is concerned. If required, a Bidder shall furnish satisfactory evidence of its competence and ability to perform the Work stipulated in its Proposal. Incompetence will constitute cause for rejection. If the Parish determines that the bidder is not responsive or responsible for any reason whatsoever, the bid may be rejected in accordance with State law.
- 02.15 The Contractor shall indemnify and hold harmless the Owner from any and all suits, costs, penalties or claims for infringement by reason of use or installation of any patented design, device, material or process, or any trademark and copyright in connection with the Work agreed to be performed under this Contract, and shall indemnify and hold harmless the Owner for any costs, expenses and damages which it may be obliged to pay by reason of any such infringement at any time during the prosecution or after completion of the Work.
- 02.16 Bidders shall familiarize themselves with and shall comply with all applicable Federal and State Laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the Project, which may directly or indirectly affect the Work or its prosecution. These laws and/or ordinances will be deemed to be included in the Contract, as though herein written in full.
- 02.17 Each Bidder shall visit the site of the proposed Work and fully acquaint itself with all surface and subsurface conditions as they may exist so that it may fully understand this

Contract. Bidder shall also thoroughly examine and be familiar with drawings, Specifications and Contract Documents. The failure or omission of any Bidder to receive or examine any form instrument, Drawing or document or to visit the site and acquaint itself with existing conditions, shall in no way relieve any Bidder from any obligation with respect to its Bid and the responsibility in the premises.

- 02.18 The standard contract form enclosed with the Proposal documents is a prototype. It is enclosed with the Contract Documents for the guidance of the Owner and the Contractor. It has important legal consequences in all respects and consultation with an attorney is encouraged. Contractor shall be presumed to have consulted with its own independent legal counsel.
- 02.19 When one set of Contract plans show the Work to be performed by two or more prime Contractors, it is the responsibility of each Bidder to become knowledgeable of the Work to be performed by the other where the Work upon which this bid is submitted is shown to come into close proximity or into conflict with the Work of the other. In avoiding conflicts, pressure pipe lines must be installed to avoid conflict with gravity pipe lines and the Bidder of the smaller gravity pipe line in conflict with the larger gravity pipe line must include in his Bid the cost of a conflict box at these locations. The location of and a solution to the conflicts do not have to be specifically noted as such on the plans.
- 02.20 Bidder shall execute affidavit(s) attesting compliance with LSA-R.S. 38:2212.10, 38:2224, 38:2227, each as amended, and other affidavits as required by law, prior to execution of the contract.
- 02.21 Sealed Proposals (Bid) shall be received by St. Tammany Parish Government at the office of St. Tammany Parish Government, Department of Procurement, 21454 Koop Drive, Suite 2-F, Mandeville, LA 70471, until the time and date denoted in Notice to Bidders, at which time and place the Proposals (Bids), shall be publicly opened and read aloud to those present. In accordance with LSA-R.S. 38-2212(A)(3)(c)(i), the designer's final estimated cost of construction shall be read aloud upon opening bids. Sealed Proposals (Bids) may also be mailed by certified mail to St. Tammany Parish Government, Department of Procurement, 21454 Koop Drive, Suite 2-F, Mandeville, LA 70471, and must be received before the bid opening. Bids may also be submitted electronically. Information concerning links for electronic bidding is contained in the Notice to Bidders.
- 02.22 Proposals (Bids) shall be executed on Forms furnished and placed in a sealed envelope, marked plainly and prominently as indicated in the Notice to Bidders, and these General Conditions, and addressed:

St. Tammany Parish Government  
Department of Procurement  
21454 Koop Drive, Suite 2-F  
Mandeville, LA 70471

- 02.23 Complete sets of Drawings, Specifications, and Contract Documents may be secured at the Office of the Owner. See Notice to Bidders for deposit schedule.
- 02.24 The successful bidder shall be required to post in each direction a public information sign, 4' x 8' in size, at the location of the project containing information required by the Owner. The Owner shall supply this information.

03.00 AWARD, EXECUTION OF DOCUMENTS, BONDS, ETC.

- 03.01 The award of the Contract, if it is awarded, will be to the lowest responsible Bidder, in accordance with State Law. No award will be made until the Owner has concluded such investigations as it deems necessary to establish the responsibility, qualifications and financial ability and stability of the Bidder to do the Work in accordance with the Contract Documents to the satisfaction of the Owner within the time prescribed as established by the Department based upon the amount of work to be performed and the conditions of same. The written contract and bond shall be issued in conformance with LSA-R.S. 38:2216. The Owner reserves the right to reject the Bid of any Bidder in accordance with the Public Bid Law, LSA-R.S. 38:2214. If the Contract is awarded, the Owner shall give the successful Bidder written notice of the award within forty-five (45) calendar days after

the opening of the Bids in conformance with LSA-R.S. 38:2215(A), or any extension as authorized thereunder.

- 03.02 At least three counterparts of the Agreement and of such other Contract Documents as practicable shall be signed by the Owner and the Contractor. The Owner shall identify those portions of the Contract Documents not so signed and such identification shall be binding on both parties. The Owner and the Contractor shall each receive an executed counterpart of the Contract Documents.
- 03.03 Prior to the execution of the Agreement, the Contractor shall deliver to the Owner the required Bonds.
- 03.04 Failure of the successful Bidder to execute the Agreement and deliver the required Bonds within twenty (20) days of the Notice of the Award shall be just cause for the Owner to annul the award and declare the Bid and any guarantee thereof forfeited.
- 03.05 In order to ensure the faithful performance of each and every condition, stipulation and requirement of the Contract and to indemnify and save harmless the Owner from any and all damages, either directly or indirectly arising out of any failure to perform same, the successful Bidder to whom the Contract is awarded shall furnish a surety Bond in an amount of at least equal to one hundred percent (100%) of the Contract Price. The Contract shall not be in force or binding upon the Owner until such satisfactory Bond has been provided to and approved by the Parish. The cost of the Bond shall be paid for by the Contractor unless otherwise stipulated in the Special Provisions.
- 03.06 No surety Company will be accepted as a bondsman who has no permanent agent or representative in the State upon whom notices referred to in the General Conditions of these Specifications may be served. Services of said notice on said agent or representative in the State shall be equal to service of notice on the President of the Surety Company, or such other officer as may be concerned.
- 03.07 In conformance with LSA-R.S. 38:2219(A)(1)(a), (b), and (c):

Any surety bond written for a public works project shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide, to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

For any public works project, no surety or insurance company shall write a bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A- rating by A.M. Best up to a limit of ten percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a bond when the penalty exceeds fifteen percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

In addition, any surety bond written for a public works project shall be written by a surety or insurance company that is currently licensed to do business in the state of Louisiana. All contractors must comply with any other applicable provisions of LSA-R.S. 38:2219.

- 03.08 Should the Contractor's Surety, even though approved and accepted by the Owner, subsequently remove its agency or representative from the State or become insolvent, bankrupt, or otherwise fail, the Contractor shall immediately furnish a new Bond in another company approved by the Owner, at no cost to the Owner. The new Bond shall be executed under the same terms and conditions as the original Bond. The new bond shall be submitted within thirty (30) days of such time as the Owner notifies Contractor or from the time Contractor learns or has reason to know that the original surety is no longer financially viable or acceptable to the Parish, whichever occurs first. In the event that Contractor fails

or refuses to timely secure additional surety, then the Owner may secure such surety and thereafter deduct such cost or expense from any sum due or to become due Contractor.

- 03.09 The Contractor's bondsman shall obligate itself to all the terms and covenants of these Specifications and of contracts covering the Work executed hereunder. The Owner reserves the right to do Extra Work or make changes by altering, adding to deducting from the Work under the conditions and in the manner herein before described without notice to the Contractor's surety and without in any manner affecting the liability of bondsman or releasing it from any of its obligations hereunder.
- 03.10 The Bond shall also secure for the Owner the faithful performance of the Contract in strict accordance with plans and Specifications. It shall protect the Owner against all lien laws of the State and shall provide for payment of reasonable attorney fees for enforcement of Contract and institution or concursus proceedings, if such proceedings become necessary. Likewise, it shall provide for all additional expenses of the Owner occurring through failure of the Contractor to perform.
- 03.11 The surety of the Contractor shall be and does hereby declare and acknowledge itself by acceptance to be bound to the Owner as a guarantor, jointly and in solido, with the Contractor, for fulfillment of terms of Section 03.00.
- 03.12 The performance Bond and Labor and Material Bond forming part of this Contract shall be continued by Contractor and its Surety for a period of one (1) year from date of acceptance of this Contract by Owner to assure prompt removal and replacement of all defective material, equipment, components thereof, workmanship, etc., and to assure payment of any damage to property of Owner or others as a result of such defective materials, equipment, workmanship, etc.
- 03.13 Contractor shall pay for the cost of recording the Contract and Bond and the cost of canceling same. Contractor shall also secure and pay for all Clear Lien and Privilege Certificates (together with any updates) which will be required before any final payment is made, and that may be required before any payment, at the request of the Owner, its representative, agent, architect, engineer and the like. All recordation and Clear Lien and Privilege Certificate requirements shall be in accordance with those requirements noted herein before in contract Specifications.

#### 04.00 SUBCONTRACTS

- 04.01 Contractor shall be fully responsible for all acts and omissions of its Subcontractors and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of persons directly employed by it. Nothing in the Contract Documents shall create any contractual relationship between Owner and any Subcontractor or other person or organization having a direct Contract with Contractor, nor shall it create any obligation on the part of the Owner to pay or to see to the payment of any monies due any Subcontractor.
- 04.02 Nothing in the Contract Documents shall be construed to control the Contractor in dividing the Work among approved Subcontractors or delineating the Work to be performed by any trade.
- 04.03 The Contractor agrees to specifically bind every Subcontractor to all of the applicable terms and conditions of the Contract Documents prior to commencing Work. Every Subcontractor, by undertaking to perform any of the Work, shall thereby automatically be deemed bound by such terms and conditions.
- 04.04 The Contractor shall indemnify and hold harmless the Owner and their agents and employees from and against all claims, damages, losses and expenses including Attorney's fees arising out of or resulting from the Contractor's failure to bind every Subcontractor and Contractor's surety to all of the applicable terms and conditions of the Contract Documents.

## 05.00 ASSIGNMENT

05.01 Neither party to this Contract shall assign or sublet its interest in this Contract without prior written consent of the other, nor shall the Contractor assign any monies due or to become due to it under this Contract without previous written consent of the Owner, nor without the consent of the surety unless the surety has waived its right to notice of assignment.

## 06.00 CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS.

06.01 It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between Owner and Contractor. Alterations, modifications and amendments shall only be in writing between these parties.

06.02 The Contract Documents are intended to be complimentary and to be read *in pari materii*, and what is called for by one is as binding as if called for by all. If Contractor finds a conflict, error or discrepancy in the Contract Documents, it shall call it to the Owner's attention, in writing, at once and before proceeding with the Work affected thereby; however, it shall be liable to Owner for its failure to discover any conflict, error or discrepancy in the Specifications or Drawings. In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order: Agreement, Modifications, Addenda, Special Conditions, General Conditions, Construction Specifications and Drawings. The general notes on the plans shall be considered special provisions. Figure dimensions on Drawings shall govern over scale dimensions and detail Drawings shall govern over general Drawings. Where sewer connections are shown to fall on a lot line between two lots, the Contractor shall determine this location by measurement not by scale. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described herein which so applied to this Project are covered by a well-known technical meaning or specification shall be deemed to be governed by such recognized standards unless specifically excluded.

06.03 Unless otherwise provided in the Contract Documents, the Owner will furnish to the Contractor (free of charge not to exceed ten (10) copies) Drawings and Specifications for the execution of Work. The Drawings and Specifications are the property of the Owner and are to be returned to it when the purpose for which they are intended have been served. The Contractor shall keep one copy of all Drawings and Specifications, including revisions, Addenda, details, Shop Drawings, etc. on the Work in good order and available to the Owner or the regulatory agency of the governmental body having jurisdiction in the area of the Work.

## 07.00 SHOP DRAWINGS, BROCHURES AND SAMPLES

07.01 After checking and verifying all field measurements, Contractor shall submit to Owner for approval, five copies (or at Owner's option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of Contractor and identified as Owner may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable Owner to review the information as required.

07.02 Contractor shall also submit to Owner, for review with such promptness as to cause no delay in Work, all samples as required by the Contract Documents. All samples will have been checked by and stamped with the approval of Contractor identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended. At the time of each submission, Contractor shall in writing call Owner's attention to any deviations that the Shop Drawings or samples may have from the requirements of the Contract Documents.

07.03 Owner will review with reasonable promptness Shop Drawings and samples, but its review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make any corrections required by Owner and shall return the required number of

corrected copies of Shop Drawings and resubmit new samples for review. Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by Owner on previous submissions. Contractor's stamp of approval on any Shop Drawing or sample shall constitute a representation to Owner that Contractor has determined and verified all quantities, dimensions, field construction criteria, materials catalog numbers and similar data and thereafter assumes full responsibility for doing so, and that it has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents.

07.04 Where a Shop Drawing or sample submission is required by the Specifications, no related Work shall be commenced until the submission has been reviewed by Owner. A copy of each reviewed shop Drawing and each inspected sample shall be kept in good order by Contractor at the site and shall be available to Owner.

07.05 Owner's review of Shop Drawings or samples shall not relieve Contractor from its responsibility for any deviations from the requirements of the Contract Documents unless Contractor has in writing called Owner's attention to such deviation at the time of submission and Owner has given written approval to the specific deviation, nor shall any review by Owner relieve Contractor from responsibility for errors or omissions in the Shop Drawings. The mere submittal of shop drawings which contain deviations from the requirements of plans, specifications and/or previous submittals in itself does not satisfy this requirement.

#### 08.00 RECORD DRAWINGS

08.01 The Contractor shall keep an accurate record in a manner approved by the Owner of all changes in the Contract Documents during construction. In Work concerning underground utilities, the Contractor shall keep an accurate record in a manner approved by the Owner of all valves, fittings, etc. Before the Work is accepted by the Owner, and said acceptance is recorded, the Contractor shall furnish the Owner a copy of this record.

08.02 Contractor shall keep an accurate drawing measured in the field to the nearest 0.1' of the location of all sewer house connections. The location shown shall be the end of the connection at the property line measured along the main line of pipe from a manhole.

08.03 Contractor shall keep an accurate drawing of the storm water drainage collection system. Inverts to the nearest 0.01' and top of castings shall be shown as well as location of all structures to the nearest 0.1'. Upon completion of the Work, the plan will be given to the Owner.

#### 09.00 PROGRESS OF WORK

09.01 Contractor shall conduct the Work in such a professional manner and with sufficient materials, equipment and labor as is considered necessary to ensure its completion within the time limit specified.

09.02 The Owner shall issue a Notice to Proceed to the Contractor within twenty (20) calendar days from the date of execution of the Contract. Upon mutual consent by both parties, the Notice to Proceed may be extended. The Contractor is to commence Work under the Contract within ten (10) calendar days from the date the Notice to Proceed is issued by the Owner.

09.03 The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's approval an estimated progress schedule for the work to be performed, as well as a construction signing layout for all roads within the project area. The Contractor shall not start work or request partial payment until the work schedule has been submitted to the Owner for approval.

09.04 Revisions to the original schedule will be made based on extension of days granted for inclement weather or change orders issued under the contract. No other revision shall be made which affects the original completion or updated completion date, whichever is applicable.

09.05 Failure of the Contractor to submit an estimated progress schedule or to complete timely and on schedule the Work shown on the progress schedule negates any and all causes or claims by the Contractor for accelerated completion damages. These accelerated damage claims shall be deemed forfeited.

09.06 Meetings will be held as often as necessary to expedite the progress of the job. Meetings will be held during normal working hours at the jobsite and shall be mandatory for the Contractor and all Sub-Contractors working on the project. Meetings may be requested by the Owner at any time and at the discretion of the Owner.

#### 10.00 OWNER'S RIGHT TO PROCEED WITH PORTIONS OF THE WORK

10.01 Upon failure of the Contractor to comply with any notice given in accordance with the provisions hereof, the Owner shall have the alternative right, instead of assuming charge of the entire Work, to place additional forces, tools, equipment and materials on parts of the Work. The cost incurred by the Owner in carrying on such parts of the Work shall be payable by the Contractor. Such Work shall be deemed to be carried on by the Owner on account of the Contractor. The Owner may retain all amounts of the cost of such Work from any sum due Contractor or those funds that may become due to Contractor under this Agreement.

10.02 Owner may perform additional Work related to the Project by itself or it may let any other direct contract which may contain similar General Conditions. Contractor shall afford the other contractors who are parties to such different contracts (or Owner, if it is performing the additional Work itself) reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work, and shall properly connect and coordinate its Work with the subsequent work.

10.03 If any part of Contractor's Work depends upon proper execution or results upon the Work of any such other contractor (or Owner), Contractor shall inspect and promptly report to Owner in writing any defects or deficiencies in such Work that render it unsuitable for such proper execution and results. Failure to so report shall constitute an acceptance of the other Work as fit and proper for the relationship of its Work except as to defects and deficiencies which may appear in the other Work after the execution of its Work.

10.04 Whatever Work is being done by the Owner, other Contractors or by this Contractor, the parties shall respect the various interests of the other parties at all times. The Owner may, at its sole discretion, establish additional rules and regulations concerning such orderly respect of the rights of various interests.

10.05 Contractor shall do all cutting, fitting and patching of its Work that may be required to integrate its several parts properly and fit to receive or be received by such other Work. Contractor shall not endanger any Work of others by cutting, excavating or otherwise altering Work and will only alter Work with the written consent of Owner and of the other contractors whose Work will be affected.

10.06 If the performance of additional Work by other contractors or Owner is not noted in the Contract Documents, written notice thereof shall be given to Contractor prior to starting any such additional Work. If Contractor believes that the performance of such additional Work by Owner or others may cause additional expense or entitles an extension of the Contract Time, the Contractor may make a claim therefor. The claim must be in writing to the Owner within thirty (30) calendar days of receipt of notice from the Owner of the planned additional Work by others.

#### 11.00 TIME OF COMPLETION

11.01 The Notice to Proceed will stipulate the date on which the Contractor shall begin work. That date shall be the beginning of the Contract Time charges.

11.02 Contractor shall notify the Owner through its duly authorized representative, in advance, of where Contractor's work shall commence each day. A daily log shall be maintained by Contractor to establish dates, times, persons contacted, and location of work. Specific notice shall be made to the Owner if the Contractor plans to work on Saturday, Sunday, or

a Parish approved holiday. If notice is not received, no consideration will be given for inclement weather and same shall be considered a valid work day.

11.03 The Work covered by the Plans, Specifications and Contract Documents must be completed sufficiently for acceptance within the number of calendar days specified in the Proposal and/or the Contract, commencing from the date specified in the Notice to Proceed. It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the time of completion is an essential condition of this Contract, and it is further mutually understood and agreed that if the Contractor shall neglect, fail or refuse to complete the Work within the time specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as partial consideration for the awarding of this Contract, to pay the Owner based on **Table 3.1** as specified in the Contract, not as a penalty, but as liquidated damages for such breach of contract for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the Work. It is specifically understood that the Owner shall also be entitled to receive a reasonable attorney fee and all costs in the event that Contractor fails to adhere to this agreement and this contract is referred to counsel for any reason whatsoever. Reasonable attorney fees shall be the prevailing hourly rate of the private sector, and in no event shall the hourly rate be less than \$175.00 per hour. All attorney fees shall be paid to the operating budget of the Office of the Parish President.

11.04 Prior to final payment, the Contractor may, in writing to the Owner, certify that the entire Project is substantially complete and request that the Owner or its agent issue a certificate of Substantial Completion. See Section 29.00.

11.05 The Owner may grant an extension(s) of time to the Contractor for unusual circumstances which are beyond the control of the Contractor and could not reasonably be foreseen by the Contractor prior to Bidding. Any such request must be made in writing to the Owner within seven (7) calendar days following the event occasioning the delay. The Owner shall have the exclusive and unilateral authority to determine, grant, and/or deny the validity of any such claim.

11.06 Extensions of time for inclement weather shall be processed as follows:

Commencing on the start date of each job, the Parish Inspector assigned to same shall keep a weekly log, indicating on each day whether inclement weather has prohibited the Contractor from working on any project within the specific job, based upon the following:

1. Should the Contractor prepare to begin work on any day in which inclement weather, or the conditions resulting from the weather, prevent work from beginning at the usual starting time, and the crew is dismissed as a result, the Contractor will not be charged for a working day whether or not conditions change during the day and the rest of the day becomes suitable for work.
2. If weather conditions on the previous day prevent Contractor from performing work scheduled, provided that no other work can be performed on any project within the package. The Parish Inspector shall determine if it is financially reasonable to require the Contractor to deviate from the schedule and relocate to another location.
3. If the Contractor is unable to work at least 60% of the normal work day due to inclement weather, provided that a normal working force is engaged on the job.

Any dispute of weather conditions as related to a specific job shall be settled by records of the National Weather Service.

11.07 Extensions of time for change orders

When a change order is issued, the Owner and Contractor will agree on a reasonable time extension, if any, to implement such change. Consideration shall be given for, but not limited to, the following:



1. If material has to be ordered;
2. Remobilization and or relocation of equipment to perform task; and
3. Reasonable time frame to complete additional work.

Time extensions for change orders shall be reflected on the official document signed by the Owner and Contractor.

- 11.08 At the end of each month, the Owner or its agent will furnish to the Contractor a monthly statement which reflects the number of approved days added to the contract. The Contractor will be allowed fourteen (14) calendar days in which to file a written protest setting forth in what respect the monthly statement is incorrect; otherwise, the statement shall be considered accepted by the Contractor as correct.
- 11.09 Apart from extension of time for unavoidable delays, no payment or allowance of any kind shall be made to the Contractor as compensation for damages because of hindrance or delay for any cause in the progress of the Work, whether such delay be avoidable or unavoidable.

## 12.00 LIQUIDATED DAMAGES

- 12.01 In case the Work is not completed in every respect within the time that may be extended, it is understood and agreed that per diem deductions per **Table 3.1** for liquidated damages, as stipulated in the Proposal and/or Contract, shall be made from the total Contract Price for each and every calendar day after and exclusive of the day on which completion was required, and up to the completion of the Work and acceptance thereof by the Owner. It is understood and agreed that time is of the essence to this Contract, and the above sum being specifically herein agreed upon in advance as the measure of damages to the Owner on account of such delay in the completion of the Work. It is further agreed that the expiration of the term herein assigned or as may be extended for performing the Work shall, *ipso facto*, constitute a putting in default, the Contractor hereby waiving any and all notice of default. The Contractor agrees and consents that the Contract Price, reduced by the aggregate of the entire damages so deducted, shall be accepted in full satisfaction of all Work executed under this Contract. It is further understood and agreed that Contractor shall be liable for a reasonable attorney fee and all costs associated with any breach of this agreement, including but not limited to this subsection. In the event that any dispute or breach herein causes referrals to counsel, then Contractor agrees to pay a reasonable attorney fee at the prevailing hourly rate of the private sector. In no event shall the hourly rate be less than \$175.00 per hour.

## 13.00 LABOR, MATERIALS, EQUIPMENT, SUPERVISION, PERMITS AND TAXES

- 13.01 The Contractor shall provide and pay for all labor, materials, equipment, supervision, subcontracting, transportation, tools, fuel, power, water, sanitary facilities and all incidentals necessary for the completion of the Work in substantial conformance with the Contract Documents.
- 13.02 The Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. It shall at all times maintain good discipline and order at the site.
- 13.03 Unless otherwise specifically provided for in the Specifications, all workmanship, equipment, materials, and articles incorporated in the Work covered by this Contract are to be new and of the best grade of their respective kinds for the purpose intended. Samples of materials furnished under this Contract shall be submitted for approval to the Owner when and as directed.
- 13.04 Whenever a material or article required is specified or shown on the plans by using the name of a proprietary product or of a particular manufacturer or Contractor, any material or article which shall perform adequately the duties imposed by the general design will be considered equal, and satisfactory, providing the material or article so proposed is of equal substance and function and that all technical data concerning the proposed substitution be approved by the Owner prior to the Bidding. The Owner shall have the exclusive and unilateral discretion to determine quality and suitability in accordance with LSA-R.S. 38:2212(T)(2).

- 13.05 Materials shall be properly and securely stored so as to ensure the preservation of quality and fitness for the Work, and in a manner that leaves the material accessible to inspection. Materials or equipment may not be stored on the site in a manner such that it will interfere with the continued operation of streets and driveways or other contractors working on the site.
- 13.06 The Contractor, by entering into the Contract for this Work, sets itself forth as an expert in the field of construction and it shall supervise and direct the Work efficiently and with its best skill and attention. It shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.
- 13.07 Contractor shall keep on the Work, at all times during its progress, a competent resident Superintendent, who shall not be replaced without written Notice to Owner except under extraordinary circumstances. The Superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the Superintendent shall be as binding as if given to the Contractor. Owner specifically reserves the right to approve and/or disapprove the retention of a new superintendent, all to not be unreasonably withheld.
- 13.08 Any foreman or workman employed on this Project who disregards orders or instructions, does not perform his Work in a proper and skillful manner, or is otherwise objectionable, shall, at the written request of the Owner, be removed from the Work and shall be replaced by a suitable foreman or workman.
- 13.09 The Contractor and/or its assigned representative shall personally ensure that all subcontracts and divisions of the Work are executed in a proper and workmanlike manner, on scheduled time, and with due and proper cooperation.
- 13.10 Failure of the Contractor to keep the necessary qualified personnel on the Work shall be considered cause for termination of the Contract by the Owner.
- 13.11 Only equipment in good working order and suitable for the type of Work involved shall be brought onto the job and used by the Contractor. The Contractor is solely responsible for the proper maintenance and use of its equipment and shall hold the Owner harmless from any damages or suits for damages arising out of the improper selection or use of equipment. No piece of equipment necessary for the completion of the Work shall be removed from the job site without approval of the Owner.
- 13.12 All Federal, State and local taxes due or payable during the time of Contract on materials, equipment, labor or transportation, in connection with this Work, must be included in the amount bid by the Contractor and shall be paid to proper authorities before acceptance. The Contractor shall furnish all necessary permits and certificates and comply with all laws and ordinances applicable to the locality of the Work. The cost of all inspection fees levied by any governmental entity whatsoever shall be paid for by the Contractor.
- 13.13 In accordance with St. Tammany Police Jury Resolution 86-2672, as amended, the Contractor must provide in a form suitable to the Owner an affidavit stating that all applicable sales taxes for materials used on this project have been paid.
- 13.14 During the period that this Contract is in force, neither party to the Contract shall solicit for employment or employ an employee of the other.
- 13.15 All materials or equipment shown on the Drawings or included in these specifications shall be furnished unless written approval of a substitute is obtained from the Designer, or Owner if no separate designer.
- 13.16 If a potential supplier wishes to submit for prior approval a particular product other than a product specified in the contract documents, he shall do so no later than fourteen working days prior to the opening of bids. Within ten days, exclusive of holidays and weekends, after such submission, the prime design professional shall furnish to both the public entity and the potential supplier written approval or denial of the product submitted. The burden of proof of the equality of the proposed substitute is upon the proposer and only that information formally submitted shall be used by the Designer in making its decision.

13.17 The decision of the Designer/Owner shall be given in good faith and shall be final.

14.00 QUANTITIES OF ESTIMATE, CHANGES IN QUANTITIES, EXTRA WORK

- 14.01 Whenever the estimated quantities of Work to be done and materials to be furnished under this Contract are shown in any of the documents, including the Proposal, such are given for use in comparing Bids and the right is especially reserved, except as herein otherwise specifically limited, to increase or diminish same not to exceed twenty-five percent (25%) by the Owner to complete the Work contemplated by this Contract. Such increase or diminution shall in no way vitiate this Contract, nor shall such increase or diminution give cause for claims or liability for damages.
- 14.02 The Owner shall have the right to make alterations in the line, grade, plans, form or dimensions of the Work herein contemplated, provided such alterations do not change the total cost of the Project, based on the originally estimated quantities, and the unit prices bid by more than twenty-five percent (25%) and provided further that such alterations do not change the total cost of any major item, based on the originally estimated quantities and the unit price bid by more than twenty-five (25%). (A major item shall be construed to be any item, the total cost of which is equal to or greater than ten percent (10%) of the total Contract Price, computed on the basis of the Proposal quantity and the Contract unit price). Should it become necessary, for the best interest of the Owner, to make changes in excess of that herein specified, the same shall be covered by supplemental agreement either before or after the commencement of the Work and without notice to the sureties. If such alterations diminish the quantity of Work to be done, such shall not constitute a claim for damages for anticipated profits for the Work dispensed with, but when the reduction in amount is a material part of the Work contemplated, the Contractor shall be entitled to only reasonable compensation as determined by the Owner for overhead and equipment charges which it may have incurred in expectation of the quantity of Work originally estimated, unless specifically otherwise provided herein; if the alterations increase the amount of Work, the increase shall be paid according to the quantity of Work actually done and at the price established for such Work under this Contract except where, in the opinion of the Owner, the Contractor is clearly entitled to extra compensation.
- 14.03 Without invalidating the Contract, the Owner may order Extra Work or make changes by altering, adding to, or deducting from the Work, the Contract sum being adjusted accordingly. The consent of the surety must first be obtained when necessary or desirable, all at the exclusive discretion of the Owner. All the Work of the kind bid upon shall be paid for at the price stipulated in the Proposal, and no claims for any Extra Work or material shall be allowed unless the Work is ordered in writing by the Owner.
- 14.04 Extra Work for which there is no price or quantity included in the Contract shall be paid for at a unit price or lump sum to be agreed upon in advance in writing by the Owner and Contractor. Where such price and sum cannot be agreed upon by both parties, or where this method of payment is impracticable, the Owner may, at its exclusive and unilateral discretion, order the Contractor to do such Work on a Force Account Basis.
- 14.05 In computing the price of Extra Work on a Force Account Basis, the Contractor shall be paid for all foremen and labor actually engaged on the specific Work at the current local rate of wage for each and every hour that said foremen and labor are engaged in such Work, plus ten percent (10%) of the total for superintendence, use of tools, overhead, direct & indirect costs/expenses, pro-rata applicable payroll taxes, pro-rata applicable workman compensation benefits, pro-rata insurance premiums and pro-rata reasonable profit. The Contractor shall furnish satisfactory evidence of the rate or rates of such insurance and tax. The Contractor will not be able to collect any contribution to any retirement plans or programs.
- 14.06 For all material used, the Contractor shall receive the actual cost of such material delivered at the site of the Work, as shown by original receipted bill, to which shall be added five percent (5%). There will be absolutely no additional surcharges or additional fees attached hereto with respect to this subsection.
- 14.07 For any equipment used that is owned by the Contractor, the Contractor shall be allowed a rental based upon the latest prevailing rental price, but not to exceed a rental price as determined by the Associated Equipment Distributors (A.E.D. Green Book).

- 14.08 The Contractor shall also be paid the actual costs of transportation for any equipment which it owns and which it has to transport to the Project for the Extra Work. There will be absolutely no additional surcharges or additional fees attached hereto with respect to this subsection.
- 14.09 If the Contractor is required to rent equipment for Extra Work, but not required for Contract items, it will be paid the actual cost of rental and transportation of such equipment to which no percent shall be added. The basis upon which rental cost are to be charged shall be agreed upon in writing before the Work is started. Actual rental and transportation costs shall be obtained from receipted invoices and freight bills.
- 14.10 No compensation for expenses, fees or costs incurred in executing Extra Work, other than herein specifically mentioned herein above, will be allowed.
- 14.11 A record of Extra Work on Force Account basis shall be submitted to the Owner on the day following the execution of the Work, and no less than three copies of such record shall be made on suitable forms and signed by both the Owner or his representative on the Project and the Contractor. All bids for materials used on extra Work shall be submitted to the Owner by the Contractor upon certified statements to which will be attached original bills covering the costs of such materials.
- 14.12 Payment for Extra Work of any kind will not be allowed unless the same has been ordered in writing by the Owner.

15.00 STATUS OF THE ENGINEER (NOT APPLICABLE)

16.00 INJURIES TO PERSONS AND PROPERTY

- 16.01 The Contractor shall be held solely and exclusively responsible for all injuries to persons and for all damages to the property of the Owner or others caused by or resulting from the negligence of itself, its employees or its agents, during the progress of or in connection with the Work, whether within the limits of the Work or elsewhere under the Contract proper or as Extra Work. This requirement will apply continuously and not be limited to normal working hours or days. The Owner's construction review is for the purpose of checking the Work product produced and does not include review of the methods employed by the Contractor or to the Contractor's compliance with safety measures of any nature whatsoever. The Contractor agrees to pay a reasonable attorney fee and other reasonable attendant costs of the Owner in the event it becomes necessary for the Owner to employ an attorney to enforce this section or to protect itself against suit over the Contractor's responsibilities. Attorney fees shall be at the prevailing hourly rate of the private sector. The attorney fee hourly rate shall not be less than \$175.00 per hour. All attorney fees collected shall be paid to the operating budget of the Office of the Parish President.
- 16.02 The Contractor must protect and support all utility infrastructures or other properties which are liable to be damaged during the execution of its Work. It shall take all reasonable and proper precautions to protect persons, animals and vehicles or the public from the injury, and wherever necessary, shall erect and maintain a fence or railing around any excavation, and place a sufficient number of lights about the Work and keep same burning from twilight until sunrise, and shall employ one or more watchmen as an additional security whenever needed. The Contractor understands and agrees that the Owner may request that security be placed on the premises to ensure and secure same. The Owner shall have exclusive authority to request placement of such security. Contractor agrees to retain and place security as requested, all at the sole expense of Contractor. Additional security shall not be considered a change order or reason for additional payment by the Owner. The Contractor must, as far as practicable and consistent with good construction, permit access to private and public property and leave fire hydrants, catch basins, streets, etc., free from encumbrances. The Contractor must restore at its own expense all injured or damaged property caused by any negligent act of omission or commission on its part or on the part of its employees or subcontractors, including, but not limited to, sidewalks, curbing, sodding, pipes conduits, sewers, buildings, fences, bridges, retaining walls, tanks, power lines, levees or any other building or property whatsoever to a like condition as existed prior to such damage or injury.

- 16.03 In case of failure on the part of the Contractor to restore such property or make good such damage, the Owner may upon forty-eight (48) hours' notice proceed to repair or otherwise restore such property as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due under its Contract.
- 16.04 Contractor agrees to protect, defend, indemnify, save, and hold harmless St. Tammany Parish Government, 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 negligent act or omission or willful misconduct of Contractor, its agents, servants, employees, and subcontractors, or any and all costs, expense and/or attorney fees incurred by St. Tammany Parish Government as a result of any claim, demands, and/or causes of action that results from the negligent performance or non-performance by Contractor, its agents, servants, employees, and subcontractors 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 caused by any negligent act or omission or willful misconduct of Contractor, its agents, servants, employees, and subcontractors.
- 16.05 As to any and all claims against Owner, its agents, assigns, representatives or employees by any employee of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts as may be liable, the indemnification obligation under Paragraph 16.04 shall not be limited in any way or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.
- 16.06 No road shall be closed by the Contractor to the public except by written permission of the Owner. If so closed, the Contractor shall maintain traffic over, through and around the Work included in his Contract, with the maximum practical convenience, for the full twenty-four hours of each day of the Contract, whether or not Work has ceased temporarily. The Contractor shall notify the Owner at the earliest possible date after the Contract has been executed and, in any case, before commencement of any construction that might in any way inconvenience or endanger traffic, in order that necessary and suitable arrangements may be determined. Any and all security, maintenance, labor or costs associated with traffic control herein shall be at the sole expense of Contractor. This expense shall be paid directly by the Contractor. This expense shall not be considered as a change order nor shall it allow the Contractor any additional cost reimbursement whatsoever. All traffic deviations herein shall be coordinated with the appropriate law enforcement officials of this Parish.
- 16.07 The convenience of the general public and residents along the Works shall be provided for in a reasonable, adequate and satisfactory manner. Where existing roads are not available as detours, and unless otherwise provided, all traffic shall be permitted to pass through the Work. In all such cases, the public shall have precedence over Contractor's vehicles insofar as the traveling public's vehicles shall not be unduly delayed for the convenience of the Contractor. In order that all unnecessary delay to the traveling public may be avoided, the Contractor shall provide and station competent flagmen whose sole duties shall consist of directing and controlling the movement of public traffic either through or around the Work. Any and all security, maintenance, labor or costs associated with traffic control herein shall be at the sole expense of Contractor. This expense shall be paid directly by the Contractor. This expense shall not be considered as a change order nor shall it allow the Contractor any additional cost reimbursement whatsoever. All traffic deviations herein shall be coordinated with the appropriate law enforcement officials of this Parish.
- 16.08 The Contractor shall arrange its Work so that no undue or prolonged blocking of business establishments will occur.
- 16.09 Material and equipment stored on the right of way or work site shall be so placed and the Work at times shall be so conducted as to ensure minimum danger and obstruction to the traveling public.
- 16.10 During grading operations when traffic is being permitted to pass through construction, the Contractor shall provide a smooth, even surface that will provide a satisfactory passageway

for use of traffic. The road bed shall be sprinkled with water if necessary to prevent a dust nuisance, provided the dust nuisance is a result of the Work.

- 16.11 Fire hydrants shall be accessible at all times to the Fire Department. No material or other obstructions shall be placed closer to a fire hydrant than permitted by ordinances, rules or regulations or within fifteen (15) feet of a fire hydrant, in the absence of such ordinance, rules or regulations.
- 16.12 The Contractor shall not, without the written permission of the Owner, do Work for a resident or property owner abutting the Work at the time that this Work is in progress.
- 16.13 No Work of any character shall be commenced on railroad right-of-way until the Railroad Company has issued a permit to the Owner and has been duly notified by the Contractor in writing (with a copy forwarded to the Owner) of the date it proposes to begin Work, and until an authorized representative of the Railroad Company is present, unless the Railroad Company waives such requirements. All Work performed by the Contractor within the right-of-way limits of the railroad shall be subject to the inspection and approval of the chief engineer of the Railroad Company or its authorized representative. Any precautions considered necessary by said chief engineer to safeguard the property, equipment, employees and passengers of the Railroad Company shall be taken by the Contractor without extra compensation. The Contractor shall, without extra compensation, take such precautions and erect and maintain such tell-tale or warning devices as the Railroad Company considers necessary to safeguard the operation of its trains. The temporary vertical and horizontal clearance specified by the chief engineer of the Railroad Company in approving these shall be maintained at all times. No steel, brick, pipe or any loose material shall be left on the ground in the immediate vicinity of the railway track. Before any Work is done within Railroad right of way, the Contractor shall provide and pay all costs of any special insurance requirements of the Railroad.
- 16.14 The Contractor, shall, without extra compensation, provide, erect, paint and maintain all necessary barricades. Also, without extra compensation, the Contractor shall provide suitable and sufficient lights, torches, reflectors or other warning or danger signals and signs, provide a sufficient number of watchmen and flagmen and take all the necessary precautions for the protection of the Work and safety of the Public.
- 16.15 The Contractor shall erect warning signs beyond the limits of the Project, in advance of any place on the Project where operations interfere with the use of the road by traffic, including all intermediate points where the new Work crosses or coincides with the existing road. All barricades and obstructions shall be kept well painted and suitable warning signs shall be placed thereon. All barricades and obstructions shall be illuminated at night and all lights or devices for this purpose shall be kept burning from sunset to sunrise.
- 16.16 Whenever traffic is maintained through or over any part of the Project, the Contractor shall clearly mark all traffic hazards. No direct payment will be made for barricades, signs and illumination therefore or for watchmen or flagmen.
- 16.17 The Contractor will be solely and completely responsible for conditions on the job site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours. The duty of the Owner to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures, in, or near the construction site.

#### 17.00 SANITARY PROVISIONS

- 17.01 The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of its employees as may be necessary to comply with the rules and regulations of the State Health Agency or of the other authorities having jurisdiction and shall permit no public nuisance.

#### 18.00 RIGHTS OF WAY

18.01 The Owner will furnish the Contractor with all necessary rights-of-way for the prosecution of the Work. The rights of way herein referred to shall be taken to mean only permission to use or pass through the locations or space in any street, highway, public or private property in which the Contractor is to prosecute the Work.

18.02 It is possible that all lands and rights of way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin its Work upon such land and rights of way as the Owner may have previously acquired. Any delay in furnishing these lands by the Owner can be deemed proper cause for adjustment in the Contract amount and/or in the time of completion.

#### 19.00 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

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

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

19.03 When or where direct damage or injury is done to public or private property by or on account of any negligent act, omission, neglect or otherwise of the Contractor, it shall make good such damage or injury in an acceptable manner.

#### 20.00 CONTRACTORS RESPONSIBILITY FOR WORK

20.01 Until final acceptance of the Work by the Owner as evidence by approval of the final estimate, the Work shall be in the custody and under the charge and care of the Contractor and it shall take every necessary precaution against injury or damage to any part thereof by the action of the elements or from the non-execution of the Work; unless otherwise provided for elsewhere in the Specifications or Contract. The Contractor shall rebuild, repair, restore and make good, without extra compensation, all injuries or damages to any portion of the Work occasioned by any of the above causes before its completion and

acceptance, and shall bear the expenses thereof. In case of suspension of the Work from any cause whatever, the Contractor shall be responsible for all materials and shall properly and securely store same, and if necessary, shall provide suitable shelter from damage and shall erect temporary structures where necessary. If in the exclusive discretion of the Owner, any Work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of its Subcontractors to so protect the Work, such materials shall be removed and replaced at the sole expense of the Contractor. Such amount shall be deducted from any sum due or to be due Contractor.

20.02 The Contractor shall give all notice and comply with all Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the Work, and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the Work, and shall indemnify and hold harmless the Owner against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decree, whether by itself, its employees or Subcontractors.

#### 21.00 TESTS AND INSPECTIONS CORRECTION & REMOVAL OF DEFECTIVE WORK

21.01 Contractor warrants and guarantees to Owner that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents. All unsatisfactory Work, all faulty or Defective Work and all Work not conforming to the requirements of the Contract Documents at the time of acceptance shall be considered Defective. Prompt and reasonable notice of all defects shall be given to the Contractor.

21.02 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by some public body, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish Owner the required certificates of inspection, testing or approval. All other inspections, tests and approval required by the Contract Documents shall be performed by organizations acceptable to Owner and Contractor and the costs thereof shall be borne by the Contractor unless otherwise specified.

21.03 Contractor shall give Owner timely notice of readiness of the Work for all inspections, tests or approvals. If any such Work required to be inspected, tested or approved is covered without written approval of Owner, it must, if requested by Owner, be uncovered for observation, and such uncovering shall be at Contractor's expense unless Contractor has given Owner timely notice of its intention to cover such Work and Owner has not acted with reasonable promptness in response to such notice.

21.04 Neither observations by Owner nor inspections, tests or approvals shall relieve Contractor from its obligations to perform the Work in accordance with the requirements of the Contract Document.

21.05 Owner and its representatives will at reasonable times have access to the Work. Contractor shall provide proper and safe facilities for such access and observation of the Work and also for any inspection or testing thereof by others.

21.06 If any Work is covered contrary to the written request of Owner, it must, be uncovered for Owner's observation and replaced at Contractor's expense. If any Work has been covered which Owner has not specifically requested to observe prior to its being covered, or if Owner considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at Owner's request, shall uncover, expose or otherwise make available for observations, inspections or testing as Owner may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is Defective, Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be Defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.



- 21.07 If the Work is Defective, or Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor fails to make prompt payments to Subcontractors or for labor, materials or equipment, Owner may order Contractor to stop the Work, or any portion thereof, until the cause of 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 or any other party.
- 21.08 Prior to approval of final payment, Contractor shall promptly, without cost to Owner and as specified by Owner, either correct any Defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not correct such Defective Work or remove and replace such rejected Work within a reasonable time, all as specified in a written notice from Owner, Owner may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement including compensation for additional professional services shall be paid by Contractor, and an appropriate deductive Change Order shall be issued. Contractor shall also bear the expense of making good all Work of others destroyed or damaged by its correction, removal or replacement of its Defective Work.
- 21.09 If, after the approval of final payment and prior to the expiration of one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be Defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such Defective Work or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, Owner may have the Defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by Contractor. The Contractor agrees to pay a reasonable attorney fee and other reasonable attendant costs of the Owner in the event it becomes necessary for the Owner to employ an attorney to enforce this section or to protect itself against suit over the Contractor's responsibilities. Attorney fees shall be at the prevailing hourly rate of the private sector. The attorney fee hourly rate shall not be less than \$175.00 per hour. All attorney fees collected shall be paid to the operating budget of the Office of the Parish President.
- 21.10 If, instead of requiring correction or removal and replacement of Defective Work, Owner (and prior to approval of final payment) prefers to accept it, the Owner may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price, or, if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by Contractor to Owner.
- 21.11 If Contractor should fail to progress the Work in accordance with the Contract Documents, including any requirements of the Progress Schedule, Owner, after seven (7) days written Notice to Contractor, may, without prejudice to any other remedy Owner may have, make good such deficiencies and the cost thereof including compensation for additional professional services shall be charged against Contractor. In such cases, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due Contractor are not sufficient to cover such amount, Contractor shall pay the difference to Owner.
- 21.12 The Owner may appoint representatives to make periodic visits to the site and observe the progress and quality of the executed Work. These representatives shall be governed by the same restrictions placed on the Owner by these Specifications. The governing body of the Federal, State or local government exercising authority in the area of the Work may appoint representatives to observe the progress and quality of the Work. Contractor shall cooperate with and assist these representatives in the performance of their duties.
- 21.13 The Contractor shall be responsible for the faithful execution of its Contract and the presence or absence of the Owner's or Government's Representative is in no way or manner to be presumed or assumed to relieve in any degree the responsibility or obligation of the Contractor.

- 21.14 The Contractor shall notify the Owner and the Governmental Agency having jurisdiction as to the exact time at which it is proposed to begin Work so the Owner may provide for inspection of all materials, foundations, excavations, equipment, etc., and all or any part of the Work and to the preparation or manufacture of materials to be used whether within the limits of the Work or at any other place.
- 21.15 The Owner or its representatives shall have free access to all parts of the Work and to all places where any part of the materials to be used are procured, manufactured or prepared. The Contractor shall furnish the Owner all information relating to the Work and the material therefor, which may be deemed necessary or pertinent, and with such samples of materials as may be required. The Contractor, at its own expense, shall supply such labor and assistance as may be necessary in the handling of materials for proper inspection or for inspection of any Work done by it.
- 21.16 No verbal instructions given to the Contractor by the Owner, Project Representative or any of their agents shall change or modify the written Contract. Contractors shall make no claims for additional payments or time based upon verbal instructions.

## 22.00 SUBSURFACE CONDITIONS

- 22.01 It is understood and agreed that the Contractor is familiar with the subsurface conditions that will be encountered and its price bid for the Work includes all of the costs involved for Work in these conditions and it is furthermore agreed that it has taken into consideration, prior to its Bid and acceptance by Owner, all of the subsurface conditions normal or unusual that might be encountered in the location of the Work.
- 22.02 Should the Contractor encounter during the progress of the Work subsurface conditions at the site materially differing from those shown on the Drawings or indicated in the Specifications, the attention of the Owner shall be directed to such conditions before the conditions are disturbed. If the Owner finds that the conditions materially differ from those shown on the Drawings or indicated in the Specifications, it shall at once make such changes in the Drawings or Specifications as it may find necessary, and any increase or decrease in cost or extension of time resulting from such changes shall be adjusted in the same manner as provided for changes for Extra Work. The Contractor shall submit breakdowns of all costs in a manner as instructed and approved by the Owner.

## 23.00 REMOVAL AND DISPOSAL OF STRUCTURES AND OBSTRUCTIONS

- 23.01 Bidder shall thoroughly examine the site of the Work and shall include in its Bid the cost of removing all structures and obstructions in the way of the Work.
- 23.02 The Contractor shall remove any existing structures or part of structures, fence, building or other encumbrances or obstructions that interfere in any way with the Work. Compensations for the removal of any structure shall be made only if the item(s) to be removed was/were listed as pay item(s) on the Proposal.
- 23.03 If called for in the Special Conditions, all privately and publicly owned materials and structures removed shall be salvaged without damage and shall be piled neatly and in an acceptable manner upon the premises if it belongs to an abutting property owner, otherwise at accessible points along the improvements. Materials in structures which is the property of the Owner or property of any public body, private body or individual which is fit for use elsewhere, shall remain property of the original Owner. It shall be carefully removed without damage, in sections which may be readily transported; same shall be stored on or beyond the right of way. The Contractor will be held responsible for the care and preservation for a period of ten (10) days following the day the last or final portion of the materials stored at a particular location are placed thereon. When privately owned materials are stored beyond the right of way, the Contractor will be held responsible for such care and preservation for a period of ten (10) days responsibility period for care and preservation of the materials begins. The Contractor must furnish the Owner with evidence satisfactory that the proper owner of the materials has been duly notified by the Contractor that the said owner must assume responsibility for its materials on the date following the Contractor's ten (10) day responsibility.

24.00 INSURANCE

- 24.01 Contractor shall secure and maintain at its expense such insurance that will protect it and the Parish from claims for injuries to persons or damages to property which may arise from or in connection with the performance of Services or Work hereunder by the Contractor, his agents, representatives, employees, and/or subcontractors. The cost of such insurance shall be included in Contractor's bid.
- 24.02 The Contractor shall not commence work until it has obtained all insurance as required for the Parish Project. If the Contractor fails to furnish the Parish with the insurance protection required and begins work without first furnishing Parish with a currently dated certificate of insurance, the Parish has the right to obtain the insurance protection required and deduct the cost of insurance from the first payment due the Contractor. Further deductions are permitted from future payments as are needed to protect the interests of the Parish including, but not limited to, renewals of all policies.
- 24.03 Payment of Premiums: The insurance companies issuing the policy or policies shall have no recourse against the Parish of St. Tammany for payment of any premiums or for assessments under any form of policy.
- 24.04 Deductibles: Any and all deductibles in the described insurance policies shall be assumed by and be at the sole risk of the Contractor.
- 24.05 Authorization of Insurance Company(ies) and Rating: All insurance companies must be authorized to do business in the State of Louisiana and shall have an A.M. Best rating of no less than A-, Category VII.
- 24.06 Policy coverages and limits must be evidenced by Certificates of Insurance issued by Contractor's carrier to the Parish and shall reflect:

Date of Issue: Certificate must have current date.

Named Insured: The legal name of Contractor under contract with the Parish and its principal place of business shall be shown as the named insured on all Certificates of Liability Insurance.

Name of Certificate Holder: St. Tammany Parish Government, Office of Risk Management, P. O. Box 628, Covington, LA 70434

Project Description: A brief project description, including Project Name, Project Number and/or Contract Number, and Location.

Endorsements and Certificate Reference: All policies must be endorsed to provide, and certificates of insurance must evidence the following:

Waiver of Subrogation: The Contractor's insurers will have no right of recovery or subrogation against the Parish of St. Tammany, it being the intention of the parties that all insurance policy(ies) so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance. *Policy endorsements required for all coverages.*

Additional Insured: The Parish of St. Tammany shall be named as additional named insured with respect to general liability, marine liability, pollution/environmental liability, automobile liability and excess liability coverages. *Policy endorsements required.*

Hold Harmless: Contractor's liability insurers shall evidence their cognizance of the Hold Harmless and Indemnification in favor of St. Tammany Parish Government by referencing same on the face of the Certificate(s) of Insurance.

Cancellation Notice: Producer shall provide thirty (30) days prior written notice to the Parish of policy cancellation or substantive policy change.

24.07 The types of insurance coverage the Contractor is required to obtain and maintain throughout the duration of the Contract, include, but is not limited to:

1. Commercial General Liability insurance with a Combined Single Limit for bodily injury and property damage of at least \$1,000,000 per Occurrence/\$2,000,000 General Aggregate/Products-Completed Operations Per Project. The insurance shall provide for and the certificate(s) of insurance shall indicate the following coverages:
  - a) Premises - operations;
  - b) Broad form contractual liability;
  - c) Products and completed operations;
  - d) Personal Injury;
  - e) Broad form property damage;
  - f) Explosion and collapse.
2. Marine Liability/Protection and Indemnity insurance is required for any and all vessel and/or marine operations in the minimum limits of \$1,000,000 per occurrence/\$2,000,000 per project general aggregate. The coverage shall include, but is not limited to, the basic coverages found in the Commercial General Liability insurance and coverage for third party liability.
3. Contractors' Pollution Liability and Environmental Liability insurance in the minimum amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate and include coverage for full contractual liability and for all such environmental and/or hazardous waste exposures affected by this project.
4. Business Automobile Liability insurance with a Combined Single Limit of \$1,000,000 per Occurrence for bodily injury and property damage, and shall include coverage for the following:
  - a) Any automobiles;
  - b) Owned automobiles;
  - c) Hired automobiles;
  - d) Non-owned automobiles;
  - e) Uninsured motorist.
5. Workers' Compensation/Employers Liability insurance: worker's compensation insurance coverage and limits as statutorily required; Employers' Liability Coverage shall be not less than \$1,000,000 each accident, \$1,000,000 each disease, \$1,000,000 disease policy aggregate, except when projects include exposures covered under the United States Longshoremen and Harbor Workers Act, Maritime and/or Jones Act and/or Maritime Employers Liability (MEL) limits shall be not less than \$1,000,000/\$1,000,000/\$1,000,000. *Coverage for owners, officers and/or partners shall be included in the policy and a statement of such shall be made by the insuring producer on the face of the certificate.*
6. Owners Protective Liability (OPL) (formerly Owners and Contractors Protective Liability (OCP) Insurance) shall be furnished by the Contractor naming St. Tammany Parish Government as the Named Insured and shall provide coverage in the minimum amount of \$1,000,000 combined single limit (CSL) each occurrence, \$2,000,000 aggregate. Any project valued in excess of \$3,000,000 shall be set by the Office of Risk Management. The policy and all endorsements shall be addressed to St. Tammany Parish Government, Office of Risk Management, P. O. Box 628, Covington, LA 70434.
7. Builder's Risk Insurance shall be required on buildings, sewage treatment plants and drainage pumping stations, and shall be written on an "all-risk" or equivalent policy form in the amount of the full value of the initial Contract sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising 100% total value for the entire project including foundations. Deductibles should not exceed \$5,000 and Contractor shall be responsible for any and all policy deductibles. This insurance shall cover portions of the work stored off the site, and also portions of the work in transit. In addition, Installation Floater

Insurance, on an “all-risk” form, will be carried on all pumps, motors, machinery and equipment on the site or installed. Both the Builder’s Risk Insurance and the Installation Floater Insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors and shall terminate only when the Project has been accepted. St. Tammany Parish Government, P. O. Box 628, Covington, LA 70434 shall be the first named insured on the Builder’s Risk and Installation Floater Insurance.

8. Professional Liability (errors and omissions) insurance in the sum of at least One Million Dollars (\$1,000,000) per claim with Two Million Dollars (\$2,000,000) annual aggregate.
  9. An umbrella policy or excess policy may be required and/or allowed to meet minimum coverage limits, subject to the review and approval by St. Tammany Parish Government, Office of Risk Management.
- 24.08 All policies of insurance shall meet the requirements of the Parish of St. Tammany prior to the commencing of any work. The Parish of St. Tammany has the right, but not the duty, to approve all insurance policies prior to commencing of any work. If at any time, it becomes known that any of the said policies shall be or becomes unsatisfactory to the Parish of St. Tammany as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to the Parish of St. Tammany, the Contractor shall promptly obtain a new policy, timely submit same to the Parish of St. Tammany for approval and submit a certificate thereof as provided above. The Parish agrees to not unreasonably withhold approval of any insurance carrier selected by Contractor. In the event that Parish cannot agree or otherwise authorize said carrier, Contractor shall have the option of selecting and submitting new insurance carrier within 30 days of said notice by the Parish. In the event that the second submission is insufficient or is not approved, then the Parish shall have the unilateral opportunity to thereafter select a responsive and responsible insurance carrier all at the cost of Contractor and thereafter deduct from Contractor's fee the cost of such insurance.
- 24.09 Upon failure of Contractor to furnish, deliver and/or maintain such insurance as above provided, the contract, at the election of the Parish of St. Tammany, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to maintain insurance shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the Contractor concerning indemnification.
- 24.10 Contractor shall maintain a current copy of all annual insurance policies and provide same to the Parish of St. Tammany as may be reasonably requested.
- 24.11 It shall be the responsibility of Contractor to require that these insurance requirements are met by all contractors and sub-contractors performing work for and on behalf of Contractor. Contractor shall further ensure the Parish is named as additional insured on all insurance policies provided by said contractor and/or sub-contractor throughout the duration of the project, and that renewal certificates for any policies expiring prior to the Parish’s final acceptance of the project shall be furnished to St. Tammany Parish Government, Department of Legal, Office of Risk Management, without prompting.

**NOTICE:**

*These are only an indication of the coverages that are generally required. Additional coverages and/or limits may be required for projects identified as having additional risks or exposures. Please note that some requirements listed may not necessarily apply to your specific services. St. Tammany Parish Government reserves the right to remove, replace, make additions to and/or modify any and all of the insurance requirement language upon review of the final scope of services presented to Office of Risk Management prior to execution of a contract for services.*

**For inquiries regarding insurance requirements, please contact:**

**St. Tammany Parish Government  
Office of Risk Management  
P. O. Box 628  
Covington, LA 70434  
Telephone: 985-898-5226  
Email: [riskman@stpgov.org](mailto:riskman@stpgov.org)**

24.12 Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's Responsibility for payment of damages resulting from its operations under this Contract.

25.00 **OWNER'S RIGHT TO OCCUPANCY**

25.01 The Owner shall have the right to use, at any time, any and all portions of the Work that have reached such a stage of completion as to permit such occupancy, provided such occupancy does not hamper the Contractor or prevent its efficient completion of the Contract or be construed as constituting an acceptance of any part of the Work.

25.02 The Owner shall have the right to start the construction of houses, structures or any other building concurrent with the Contractor's Work.

26.00 **SURVEY HORIZONTAL AND VERTICAL CONTROL**

26.01 The Owner shall provide surveys for construction to establish reference points which in its judgment are necessary to enable Contractor to layout and proceed with its Work. Contractor shall be responsible for surveying and laying out the Work and shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the Owner. Contractor shall report to Owner whenever any reference point is lost or destroyed and the Owner shall decide if the reference point shall be replaced by its or the Contractor's forces.

26.02 The Contractor shall establish lines and grades with its own forces in sufficient number and location for the proper execution of the Work.

26.03 If the Contractor, during the construction, damages the established property corners and/or other markers and thereafter requests the Owner to re-stake same in order to complete the project, this expense will be borne solely by the Contractor.

27.00 **TERMINATION OF THE CONTRACT, OWNER'S AND CONTRACTORS RIGHT TO STOP WORK.**

27.01 If the Contractor should be adjudged bankrupt (voluntarily or involuntarily) or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail (except in cases for which extension of time is provided) to supply enough properly skilled workmen or proper materials, or if it should fail to make prompt payment to Subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Owner, or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner, upon the certificate of the Owner that, in its unilateral discretion and judgment, believes sufficient cause exists to justify such action, may,

without prejudice to any other right or remedy and after giving the Contractor ten (10) calendar days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the Work by whatever method the Owner may deem expedient.

- 27.02 Failure of the Contractor to start the Work within the time limit specified herein or substantial evidence that the progress being made by the Contractor is sufficient to complete the Work within the specified time shall be grounds for termination of the Contract by the Owner.
- 27.03 Before the Contract is terminated, the Contractor and its surety will first be notified in writing by the Owner of the conditions which make termination of the Contract imminent. When after ten (10) calendar days' notice is given and if satisfactory effort has not been made by the Contractor or its surety to correct the conditions, the Owner may declare, in its exclusive discretion, that the Contract is terminated and so notify the Contractor and its surety accordingly.
- 27.04 Upon receipt of notice from the Owner that the Contract has been terminated, the Contractor shall immediately discontinue all operations. The Owner may then proceed with the Work in any lawful manner that it may elect until Work is finally completed.
- 27.05 The exclusive right is reserved to the Owner to take possession of any machinery, implements, tools or materials of any description that shall be found upon the Work, to account for said equipment and materials, and to use same to complete the Project. When the Work is finally completed, the total cost of same will be computed. If the total cost is less than the Contract Price, the difference will not be paid to the Contractor or its surety.
- 27.06 In case of termination, all expenses incident to ascertaining and collecting losses under the Bond, including legal services, shall be assessed against the Bond.
- 27.07 If the Work should be stopped under any order of any court or public authority for period of sixty (60) calendar days, through no act or fault of the Contractor or anyone employed by it, or if the Owner shall fail to pay the Contractor within a reasonable time any sum certified by the Owner, then the Contractor may, upon ten (10) calendar days written notice to the Owner, stop Work or terminate this Contract and recover from the Owner payment for all Work properly and professionally executed in a workmanlike manner. This loss specifically includes actual cost of materials and equipment, together with all wages inclusive of all federal, state, and local tax obligations. This loss specifically includes reimbursement of all insurances on a pro-rata basis from the date of termination to date of policy period. This loss excludes and specifically does not include recovery by the Contractor for lost profit, indirect & direct expenses, overhead, and the like.

## 28.00 PAYMENTS TO THE CONTRACTOR

- 28.01 Monthly certificates for partial payment, in a form approved by the Owner, shall be transmitted to the Owner upon receipt from the Contractor and acceptance by the Owner. In accordance with LSA-R.S. 38:2248(A), when the Contract Price is less than five hundred thousand dollars, these certificates shall be equal to ninety percent (90%) of both the Work performed and materials stored at the site; and when the Contract Price is five hundred thousand dollars or more, these certificates shall be equal to ninety-five percent (95%) of both the Work performed and materials stored at the site. Partial payment certificates shall include only Work, materials and equipment that are included in official Work Order and which meet the requirements of plans, Specifications and Contract Documents. These monthly estimates shall show the amount of the original estimate for each item, the amount due on each item, the gross total, the retained percentage, the amount previously paid and the net amount of payment due.
- 28.02 After final completion and acceptance by the Owner of the entire Work, and when the Contract Price is less than five hundred thousand dollars, the Owner shall issue to the Contractor Certificate of Payment in sum sufficient to increase total payments to ninety percent (90%) of the Contract Price. After final completion and acceptance by the Owner of the entire Work, and when the Contract Price is five hundred thousand dollars or more, the Owner shall issue to the Contractor Certificate of Payment in sum sufficient to increase total payments to ninety-five percent (95%) of the Contract Price.

- 28.03 When the Contract Price is less than five hundred thousand dollars, the final payment certificate of the remaining ten percent (10%) of the Contract Price, minus any deduction for deficient or Defective Work or other applicable deductions, will be issued by the Owner forty-five (45) days after filing acceptance in the Mortgage Office of the Parish and a Clear Liens and Privilege Certificate has been secured. When the Contract Price is five hundred thousand dollars or more, the final payment certificate of the remaining five percent (5%) of the Contract Price, minus any deduction for deficient or Defective Work or other applicable deductions, will be issued by the Owner forty-five (45) days after filing acceptance in the Mortgage Office of the Parish and a Clear Liens and Privilege Certificate has been secured. Before issuance of the final payment certificate, the Contractor shall deposit with the Owner a certificate from the Clerk of Court and Ex-Officio Recorder of Mortgages from the Parish in which the Work is performed to the effect that no liens have been registered against Contract Work.
- 28.04 When, in the opinion of the Contractor, the Work provided for and contemplated by the Contract Documents has been substantially completed, the Contractor shall notify the Owner in writing that the Work is substantially complete and request a final inspection. The Owner shall proceed to perform such final inspection accompanied by the Contractor. Any and all Work found by this inspection to be Defective or otherwise not in accordance with the plans and Specifications shall be corrected to the entire satisfaction of the Owner and at the sole expense of the Contractor. If the Contract is found to be incomplete in any of its details, the Contractor shall at once remedy such defects, and payments shall be withheld and formal acceptance delayed until such Work has been satisfactorily completed.
- 28.05 If payment is requested on the basis of materials and equipment not incorporated in the Work, but delivered and suitably stored and protected from damage and theft at the site, the Request for Payment shall also be accompanied by such data, satisfactory to the Owner, as will establish Owner's title to the material and equipment and protect its interest therein, including applicable insurance.
- 28.06 Each subsequent Request for Payment shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied to discharge in full all of Contractor's obligations reflected in prior Request for Payment.
- 28.07 Each subsequent request for payment shall include an affidavit by Contractor that Contractor, all subcontractors, agents, material suppliers and all other persons supplying material to the project upon which State of Louisiana and/or St. Tammany sales taxes are lawfully due have paid these taxes and that all supplies and materials purchased for this project and for which Contractor has been paid have had all lawfully due State and/or St. Tammany sales taxes paid.
- 28.08 The Bid Proposal, unless otherwise modified in writing, and the Contract constitute the complete Project. The Contract Prices constitute the total compensation payable to Contractor and the cost of all of the Work and materials, taxes, permits and incidentals must be included into the Bid submitted by the Contractor and included into those items listed on the Proposal.
- 28.09 Any additional supporting data required by the Owner in order to substantiate Contractor's request for payment shall be furnished by Contractor at no cost to the Owner.
- 28.10 Owner may withhold from payment to Contractor as may be necessary to protect itself from loss on account of:
- (1) Defective and/or inferior work;
  - (2) Damage to the property of Owner or others caused by Contractor;
  - (3) Failure by Contractor to make payments properly to sub-contractors or to pay for labor, materials or equipment used on this project;
  - (4) Failure by Contractor to pay taxes due on materials used on this project;
  - (5) Damage by Contractor to another Contractor;
  - (6) Insolvency;
  - (7) Bankruptcy, voluntary or involuntary;
  - (8) Revocation of corporate status;
  - (9) Failure to follow corporate formalities;
  - (10) Unprofessional activities;



- (11) Unworkmanlike performance;
- (12) Fraud and/or misrepresentation of any kind.

29.00 ACCEPTANCE AND FINAL PAYMENT(S)

- 29.01 Upon receipt of written notice from Contractor that the work is substantially complete and usable by Owner or the Public in suitable manner, the Owner and the Contractor shall jointly inspect the work.
- 29.02 If the Owner by inspection determines that the work is not substantially complete in a suitable manner for use by the Owner or the Public, then the Owner shall so notify the Contractor in writing stating such reason. All reasons need not be disclosed unless actually known. The Owner is afforded an opportunity to amend said notices as are reasonably possible.
- 29.03 If the Owner by its inspection determines that the work is substantially complete, it shall prepare a list of all items not satisfactorily completed and shall notify the Contractor and Owner in writing that the work is substantially complete and subject to satisfactory resolution of those items on the list (punch list). Punch lists may be amended from time to time by Owner in the event that additional deficiencies are discovered. In accordance with LSA-R.S. 38:2248(B), any punch list generated during a construction project shall include the cost estimates for the particular items of work the design professional has developed based on the mobilization, labor, material, and equipment costs of correcting each punch list item. The design professional shall retain his working papers used to determine the punch list items cost estimates should the matter be disputed later. The contract agency shall not withhold from payment more than the value of the punch list. Punch list items completed shall be paid upon the expiration of the forty-five (45) day lien period. The provisions of this Section shall not be subject to waiver.
- 29.04 Upon determination of substantial completeness with the punch list, the Contract Time is interrupted and the Contractor is given a reasonable time not to exceed thirty (30) consecutive calendar days to effect final completion by correcting or completing all of those items listed on the punch list. If the items on the punch list are not completed in a satisfactory manner within the thirty day period, then the Contract Time will begin to run again and will include for purposes of determining liquidated damages the thirty day period the grace period being withdrawn.
- 29.05 Upon receipt by Owner of written determination that all work embraced by the contract has been completed in a satisfactory manner, the Owner shall provide a written acceptance to Contractor who shall record Owner's written acceptance with the recorder of Mortgages, St. Tammany Parish. The Contractor shall properly prepare, submit and pay for all costs associated with said Acceptance. The Contractor is also responsible for preparation, re-submission and payment of any and all updated certificates.
- 29.06 Retainage monies, minus those funds deducted in accordance to the requirements of this agreement including but not limited to Paragraph 28.10, shall be due Contractor not earlier than forty-six (46) calendar days after recordation of certificate of Owner's acceptance provided the following:
- (1) Contractor shall prepare, secure, pay for and submit clear lien and privilege certificate, signed and sealed by Clerk of Court or Recorder of Mortgages, Parish of St. Tammany and dated at least forty-six (46) days after recordation of certificate of acceptance;
  - (2) Ensure that the official representative of the Owner has accepted as per LSA-R.S. 38:2241.1, *et seq.* and that all following sub-sections have been properly satisfied as per law;
  - (3) Ensure that all signatures are affixed and that there exists the requisite authority for all signatures;
  - (4) Ensure accurate and proper legal descriptions;
  - (5) Properly identify all parties and/or signatories;

- (6) Properly identify all mailing addresses;
- (7) Correctly set for the amount of the contract, together with all change orders;
- (8) Set out a brief description of the work performed;
- (9) Reference to any previously recorded contract, lien or judgment inscription that may affect the property;
- (10) Certification that substantial completion has occurred, together with any applicable date(s);
- (11) Certification that no party is in default and/or that the project has been abandoned.

29.07 After securing the clear lien and privilege certificate the Contractor shall prepare its final application for payment and submit to Owner. The Owner shall approve application for payment, or state its objections in writing and forward to Contractor for resolution.

### 30.00 NOTICE AND SERVICE THEREOF

30.01 Any Notice to Contractor from the Owner relative to any part of this Contract shall be in writing and shall be considered delivered and the service thereof completed when said notice is posted; by certified mail, return receipt requested to the said Contractor at its last given address, or delivered in person to said Contractor or its authorized representative on the Work.

### 31.00 INTENTION OF THESE GENERAL CONDITIONS

31.01 These General Conditions shall be applicable to all contracts entered into by and between the Owner and Contractors, except as may be altered or amended with the consent of the Owner, and/or provided for in the Special Conditions of each contract. Contractor shall be presumed to have full knowledge of these General Conditions which shall be applicable to all contracts containing these General Conditions, whether Contractor has obtained a copy thereof or not.

### 32.00 SEVERABILITY

32.01 If any one or more or part of any of the provisions contained herein and/or in the Specifications and Contract for the Work shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement or attachment, but it shall be construed as if such invalid, illegal, or unenforceable provision or part of a provision had never been contained herein.

32.02 **CHANGING THESE CONDITIONS:** Owner reserves the right to change or modify these General Conditions as it deems best, or as required by law. The General Conditions may also be modified for a particular project by the use of Special Conditions prior to the issuance of the Advertisement for Bid. However, once an advertisement for bid is made for any specific project, any changes to the General Conditions as they affect that specific project must be made in writing and issued via an addendum in accordance with State Law.

### 33.00 LAW OF THE STATE OF LOUISIANA

33.01 The Contract Documents shall be governed by the Law of the State of Louisiana.

33.02 The Contractor agrees to pay reasonable attorney's fees and other reasonable attendant costs, in the event that it becomes necessary for the Owner to employ an attorney in order to enforce compliance with or any remedy relating to any covenants, obligations, or conditions imposed upon the Contractor by this Agreement. Attorney fees shall be based upon the prevailing hourly rate of attorney rates in the private sector. In no case shall the

hourly rate be less than \$175.00 per hour. All attorney fees collected shall be paid the operating budget of the Office of the Parish President.

- 33.03 The jurisdiction and venue provisions shall apply to all contractors, sureties, and subcontractors. The 22nd Judicial District for the Parish of St. Tammany shall be the court of exclusive jurisdiction and venue for any dispute arising from these General Conditions and/or any contract executed in conjunction with these General Conditions. All parties specifically waive any rights they have or may have for removal of any disputes to Federal Court, or transfers to different State District Court.
- 33.04 Contractor warrants that it has and/or had received a copy of these General Conditions at all times material hereto; Contractor further agrees that it has read and fully and completely understands each and every condition herein.
- 33.05 The property description will be more fully set out by an attached exhibit.
- 33.06 The Contractor warrants that it has the requisite authority to sign and enter this agreement.
- 33.07 It is specifically understood and agreed that in the event Contractor seeks contribution from the Parish or pursues its legal remedies for any alleged breach of this agreement by the Parish, then the following list of damages SHALL NOT BE RECOVERABLE BY CONTRACTOR. This list includes, but is not limited to:
1. indirect costs and/or expenses;
  2. direct costs and/or expenses;
  3. time-related costs and/or expenses;
  4. award of extra days;
  5. costs of salaries or other compensation of Contractor's personnel at Contractor's principal office and branch offices;
  6. expenses of Contractor's principal, branch and/or field offices;
  7. any part of Contractor's capital expenses, including any interest on Contractor's capital employed for the work;
  8. any other charges related to change orders;
  9. overhead and general expenses of any kind or the cost of any item not specifically and expressly included in Cost of Work.

33.08 DEFAULT AND WAIVERS

It is understood that time is of the essence. It is specifically understood between the parties that Contractor waives any and all notice to be placed in default by the Owner. This subsection shall supersede and prime any other subsection herein above that is in conflict. The Owner specifically reserves its right and specifically does not waive the requirement to be placed in default by the Contractor as per law.

- 33.09 St. Tammany Parish Government contracts to be awarded are dependent on the available funding and/or approval by members designated and/or acknowledged by St. Tammany Parish Government. At any time St. Tammany Parish Government reserves the right to cancel the award of a contract if either or both of these factors is deficient.
- 33.10 It is the Parish's policy to provide a method to protest exclusion from a competition or from the award of a contract, or to challenge an alleged solicitation irregularity. It is always better to seek a resolution within the Parish system before resorting to outside agencies and/or litigation to resolve differences. All protests must be made in writing, and shall be concise and logically presented to facilitate review by the Parish. The written protest shall include:
1. The protester's name, address, and fax and telephone numbers and the solicitation, bid, or contract number;
  2. A detailed statement of its legal and factual grounds, including a description of the resulting prejudice to the protester;
  3. Copies of relevant documents;

4. All information establishing that the protester is an interested party and that the protest is timely; and
5. A request for a ruling by the agency; and a statement of the form of relief requested.

The protest shall be addressed to Director of Procurement, St. Tammany Parish Government, P.O. Box 628, Covington, LA 70434.

The protest review shall be conducted by the Parish Procurement Department.

Only protests from interested parties will be allowed. Protests based on alleged solicitation improprieties that are apparent before bid opening, or the time set for receipt of initial proposals must be filed with and received by the Procurement Department BEFORE those deadlines.

Any other protest shall be filed no later than ten (10) calendar days after the basis of the protest is known, or should have been known (whichever is earlier).

The Parish will use its best efforts to resolve the protest within thirty (30) days of the date that it is received by the Parish. The written response will be sent to the protestor via mail and, fax, if a fax number has been provided by the protestor. The protester can request additional methods of notification.

**Section 09**

**CORPORATE RESOLUTION**

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF INCORPORATED.

AT THE MEETING OF DIRECTORS OF \_\_\_\_\_, INCORPORATED, DULY NOTICED AND HELD ON \_\_\_\_\_, A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT WAS:

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

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

SECRETARY-TREASURER

\_\_\_\_\_

DATE

\_\_\_\_\_

## Section 10

### Certificate of Insurance Instructions

The below information is intended to guide Contractors on what information is needed to be listed on the Certificate of Insurance. All Insurance limit requirements can be found in Attachment D.

- **Certificate Holder** – STPG must be listed as the certificate holder, and it must include our address of: P.O. Box 628, Covington, LA 70434
  - Reason: the certificate holder is where cancellations of coverage, or updated certificates are mailed. If a vendor terminates a policy, we will be notified.
- **Additional Insured** – We must be named as an additional insured so that if there is a lawsuit against the vendor for a project, their coverage will cover STPG as well if we are named in the lawsuit.
  - We must be named in the Description of Operations box – reason: there could be other additional insureds, and we want to have no doubt that we are one of the additional insureds.
  - We must be named as additional insured on the following coverages: General liability, Auto Liability, Umbrella/Excess Liability, Environmental/Pollution Liability.
  - Professional Liability policies do not allow for an additional insured by most carriers.
- **Project Name & Contract #** - We need this listed in the Description of Operations, again so that if there is a lawsuit, we have proof that coverage was active for that project.
- **Waiver of Subrogation** – This can either be listed in the Description of Operations or checked off in the appropriate columns.

From the Insurance Requirement form:

*Waiver of Subrogation: The Provider's insurers will have no right of recovery or subrogation against the Parish of St. Tammany, it being the intention of the parties that all insurance policy(ies) so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.*

- **Owners Protective Liability (OPL) or (OCP)** – Certificate of Insurance for OCP names St. Tammany Parish Government as the Insured and the Certificate Holder.
- Sample of Certificate of Insurance (COI) can be found on page 2.
- Please refer to this section in the package labeled “Insurance Requirements” for limits required for this project

Any questions regarding insurance requirements please contact the Risk Department at 985-898-5226 or email [riskman@stpgov.org](mailto:riskman@stpgov.org)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
	PHONE (A/C, No. Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	INSURER A :		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	<b>EXCESS LIAB</b>						\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED <input type="checkbox"/>						
	RETENTION \$ <input type="checkbox"/>						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / N	<input type="checkbox"/> N / A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project Name:  
Contract #:

(Name St. Tammany Parish Government as an additional insured).

**CERTIFICATE HOLDER****CANCELLATION**St. Tammany Parish Government  
P.O. Box 628  
Covington, LA 70434

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bond No.: \_\_\_\_\_

**CONTRACT AGREEMENT  
BETWEEN PARISH AND CONTRACTOR**

<b>BY: ST. TAMMANY PARISH GOVERNMENT</b>	<b>UNITED STATES OF AMERICA</b>
<b>WITH:</b>	<b>STATE OF LOUISIANA ST. TAMMANY PARISH</b>

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between: «txtREQCompany» hereinafter called the "Contractor", whose business address is «txtREQAddress», «txtREQCity», «txtREQState» «txtREQZip» and the St. Tammany Parish Government, hereinafter called the "Parish", whose business address is P.O. Box 628, Covington, LA 70434 (collectively, the "Parties") for «txtPROJECTNAME» project. Witnessed that the Contractor and the Parish, in consideration of premises and the mutual covenants, consideration and agreement herein contained, agree as follows:



## 1. SCOPE OF SERVICES

The Contractor shall furnish all labor and materials and perform all of the work required to build, construct and/or complete in a thorough and workmanlike manner:

«txtScopeSummary»

## 2. CONSTRUCTION DOCUMENTS

It is recognized by the Parties herein that said Construction Documents, including by way of example and not of limitation, the plans and Specifications, General Conditions, Supplementary General Conditions, any addenda thereto, the drawings (if any), and the bid, quote or other procurement documents impose duties and obligations upon the Parties herein, and said Parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Construction Documents are incorporated herein by reference with the same force and effect as though said Construction Documents were herein set out in full. Copies of the aforementioned Construction Documents are in the possession of both the Contractor and the Parish for reference.

**3. TIME FOR COMPLETION**

The work shall be commenced on a date to be specified in a written order of the Parish and shall be completed within «intCompletionTime» calendar days from and after said date.

**4. COMPENSATION TO BE PAID TO THE CONTRACTOR**

The Parish will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of «curREQGrandTotal» dollars.

**5. PERFORMANCE AND PAYMENT BOND**

To these presents personally came and intervened \_\_\_\_\_,  
(Name of Attorney in Fact)  
herein acting for \_\_\_\_\_, a corporation organized  
(Surety)  
and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business in the State of Louisiana, as surety, who declared that having taken cognizance of this Contract and of the Construction Documents mentioned herein, he hereby in his capacity as its Attorney in Fact obligates his company, as surety for the said Contractor, unto the said Parish, up to the sum of «curREQGrandTotal». The condition of this performance and payment bond

shall be that should the Contractor herein not perform the Contract in accordance with the terms and conditions hereof, or should said Contractor not fully indemnify and save harmless the Parish from all costs and damages which he may suffer by said Contractor's non-performance or should said Contractor not pay all persons who have fulfilled obligations to perform labor and/or furnish materials in the prosecution of the work provided for herein, including by way of example, workmen, laborers, mechanics, and furnishers of materials, machinery, equipment and fixtures, then said surety agrees and is bound to so perform the Contract and make said payment(s).

Contractor and Parish specifically agree to and recognize (1) the statutory employer relationship existing between the Parish and any employees performing work under this Contract as employees of the Contractor or employees of the "Sub-Contractor", and (2) that the work performed by the employees of the Contractor and the employees of the "Sub-Contractor" is part of the Parish's business, occupation or trade and is essential to the ability of the Parish to generate their products or services, all of which is in accordance with LSA-R.S. 23:1061, and as may be amended.

## **6. LIABILITY AND INDEMNIFICATION**

### **A. Duty to Defend**

Upon notice of any claim, demand, suit, or cause of action against the Parish, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The Parish may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the Parish's written consent before entering into any settlement or dismissal.

### **B. Contractor Liability**

Contractor shall be liable without limitation to the Parish for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

**C. Force Majeure**

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The Parish shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

**D. Indemnification**

Contractor shall fully indemnify and hold harmless the Parish, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents,

employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the Parish's act or failure to act.

**E. Intellectual Property Indemnification**

Contractor shall fully indemnify and hold harmless the Parish, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the Parish.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following

order of precedence: (i) obtain for the Parish the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the Parish monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the Parish's unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

## **7. MODIFICATION OF CONTRACT TERMS**

Provided that any alterations which may be made in the terms of the Contract or in the work to be done under it, or the giving by the Parish of any extensions of time for the performance of the Contract, or any other forbearance on the part of either the Parish or the Contractor to the other shall not in any way release the Contractor or the Surety from their liability hereunder, notice to the Surety of any such alterations, extensions or other forbearance being hereby waived.

## **8. TERMINATION, CANCELLATION, AND SUSPENSION**

### **A. Termination**

The term of this Contract shall be binding upon the Parties hereto until the work has been completed by the Contractor and accepted by the Parish, and all payments required to be made to the Contractor have been made. But, this Contract may be terminated upon thirty (30) days written notice under any or all of the following conditions:

- 1) By mutual agreement and consent of the Parties hereto;



- 2) By the Parish as a consequence of the failure of the Contractor to comply with the terms, progress, or quality of the work in a satisfactory manner, proper allowances being made for circumstances beyond the control of the Contractor;
- 3) By either party upon failure of the other party to fulfill its obligations as set forth in this Contract;
- 4) By the Parish with less than thirty (30) days' notice due to budgetary reductions and changes in funding priorities by the Parish;
- 5) In the event of the abandonment of the project by the Parish.

Upon termination, the Contractor shall be paid for actual work performed prior to the Notice of Termination, either based upon the established hourly rate for services actually performed, or on a pro-rata share of the basic fee based upon the phase or percentage of work actually completed, depending on the type of compensation previously established under this Contract.

Upon Termination, the Contractor shall deliver to the Parish all original documents, notes, drawings, tracings, computer files, and other files pertaining to this Contract or the Work performed, except for the Contractor's personal and administrative files.

**B. Cancellation**

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the Parish. If the Parish fails to appropriate sufficient monies to provide for the continuation of this or any other Contract, or if such appropriation is reduced by the veto of Parish President by any means provided in the appropriations Ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. It is understood and agreed that paragraph (9)(C) below may preempt this paragraph, all at the exclusive and unilateral option of the Parish.

**C. Suspension**

Should the Parish desire to suspend the work, but not definitely terminate the Contract, the Parish shall supply the Contractor with thirty (30) days' notice. The Parish will also supply Contractor thirty (30) days' notice that the work is to be reinstated and resumed in full force. Contractor shall receive no additional compensation during the suspension period. The Parties may revisit the terms of this Contract during the suspension period.

The suspension shall not exceed six (6) months, unless mutually agreed upon between the Parties.

- D.** Failure to complete or deliver within the time specified or to provide the services as specified in the bid or response will constitute a default and may cause cancellation of the contract. Where the Parish has determined the contractor to be in default. The Parish reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid or response from the defaulting contractor will be considered.
- E.** In the event of a default and/or breach of this agreement and this matter is forwarded to legal counsel, then the prevailing party may be entitled to collect a reasonable attorney fees and all costs associated therewith whether or not litigation is initiated. Attorney fees shall be based upon the current, reasonable prevailing rate for counsel in the private sector. The Parties agree to be responsible for such attorney fees, together for all with legal interest from date of agreement breach, plus all costs of collection.

- F. Termination or cancellation of this agreement will not affect any rights or duties arising under any term or condition herein.
- G. As to the filing of voluntary or involuntary bankruptcy by Contractor, Contractor agrees that if any execution or legal process is levied upon its interest in this Contract, or if any liens or privileges are filed against its interest, or if a petition in bankruptcy is filed against it, or if it is adjudicated bankrupt in involuntary proceedings, or if it should breach this Contract in any material respect, the Parish shall have the right, at its unilateral option, to immediately cancel and terminate this Contract. In the event that Contractor is placed in any chapter of bankruptcy, voluntarily or involuntarily, or otherwise triggers any provision of the preceding sentence herein, it is understood and agreed that all materials, goods and/or services provided shall be and remain the property of the Parish. All rights of Contractor as to goods, wares, products, services, materials and the like supplied to Parish shall be deemed forfeited.

## **9. RECORDATION OF CONTRACT**

Contractor authorizes Parish to deduct from any payment due herein costs and service fees for recordation of this Contract in full or an excerpt hereof, or any revisions or modifications thereof as required by law.

## 10. AUTHORITY TO ENTER CONTRACT

The undersigned representative of Contractor warrants and personally guarantees that he/she has the requisite and necessary authority to enter and sign this Contract on behalf of the corporate entity, partnership, etc. The undersigned Parties warrant and represent that they each have the respective authority and permission to enter this Contract. In the event that Contractor is a member of a corporation, partnership, L.L.C., L.L.P., or any other juridical entity, the Parish requires, as an additional provision, that Contractor supply a certified copy of a corporate resolution authorizing the undersigned to enter and sign this Contract. Another option to fulfill this additional provision he/she can supply Louisiana Secretary of State Business filings confirming that he/she is a managing member of a corporation, partnership, L.L.C., L.L.P., or any other juridical entity which authorizes the undersigned to enter and sign this Contract.

**Bond No.:** \_\_\_\_\_

In Witness thereof, the Parties hereto on the day and year first above written have executed this Contract in **One (1)** counterpart, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

**WITNESSES:**

**CONTRACTOR:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

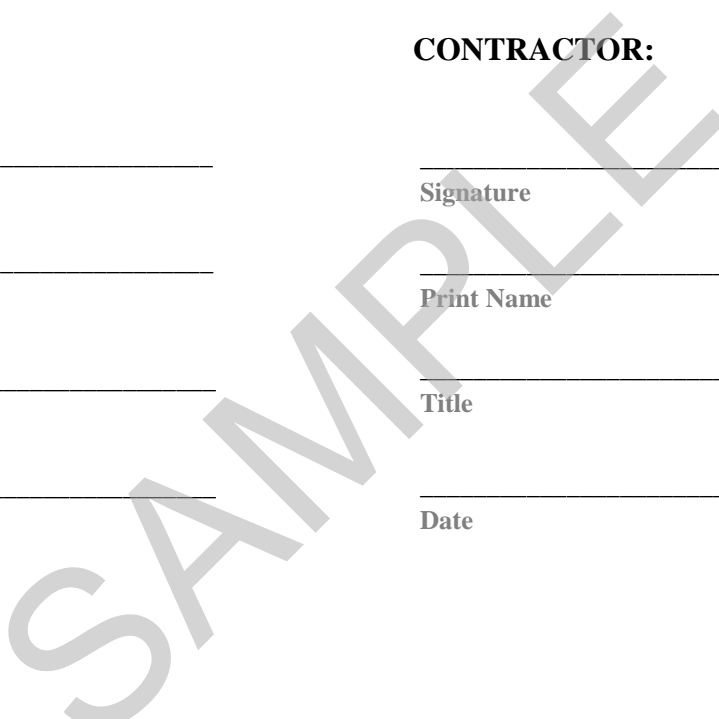
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Title

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

\_\_\_\_\_  
Date



Bond No.: \_\_\_\_\_

**WITNESSES:**

**ST. TAMMANY PARISH  
GOVERNMENT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_

**Michael B. Cooper  
Parish President**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

**APPROVED BY:**

\_\_\_\_\_  
**Assistant District Attorney  
Civil Division**

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

## Section 12

# AMERICAN RESCUE PLAN ACT FEDERAL CONTRACT CLAUSES

Since the parties anticipate that federal funding will be applied to this Agreement, the following federal contract clauses must be complied with, where applicable, in addition to the clauses already mentioned.

### **1. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the



Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**2. DAVIS-BACON ACT**, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

### **3. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.**

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Parish shall upon its own action or upon written request of an authorized representative of the Department of Labor or U.S. Treasury withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act,

which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

#### **4. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

#### **5. CLEAN AIR ACT**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

(2) The Contractor agrees to report each violation to the Parish and understands and agrees that the Parish will, in turn, report each violation as required to assure notification to the federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by ARPA.

#### **6. FEDERAL WATER POLLUTION CONTROL ACT**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 *et seq.*

(2) The Contractor agrees to report each violation to the Parish and understands and agrees that the Parish will, in turn, report each violation as required to assure notification to the Federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by ARPA.

## **7. SUSPENSION AND DEBARMENT**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Parish. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Parish, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **8. BYRD ANTI-LOBBYING ACT**

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act.

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

## **9. PROCUREMENT OF RECOVERED MATERIALS**

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the Contract performance schedule;
- ii. Meeting Contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

## **10. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES.**

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in Public Law 115-232, section 889, Prohibitions on Expending ARPA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from a federal Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system as described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (a) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (bi) Telecommunications or video surveillance services provided by such entities or using such equipment. (c) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment

and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(4) See Public Law 115-232, section 889 for additional information.

(5) See also § 200.471.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are *not used* as a substantial or essential component of any system; *and*

ii. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

## **11. DOMESTIC PREFERENCES FOR PROCUREMENTS.**

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## **12. COMPLIANCE WITH FEDERAL EXECUTIVE ORDERS**

This is an acknowledgement that American Rescue Plan Act will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

## **13. NO OBLIGATION BY THE FEDERAL GOVERNMENT**

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

## **14. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

## **15. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.**

(a) Any party to this contract must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are also required for the hiring of any subcontractors under this contract.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

## **16. COPYRIGHT AND DATA RIGHTS**

The Contractor grants to the Parish, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Parish or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Parish data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Parish.

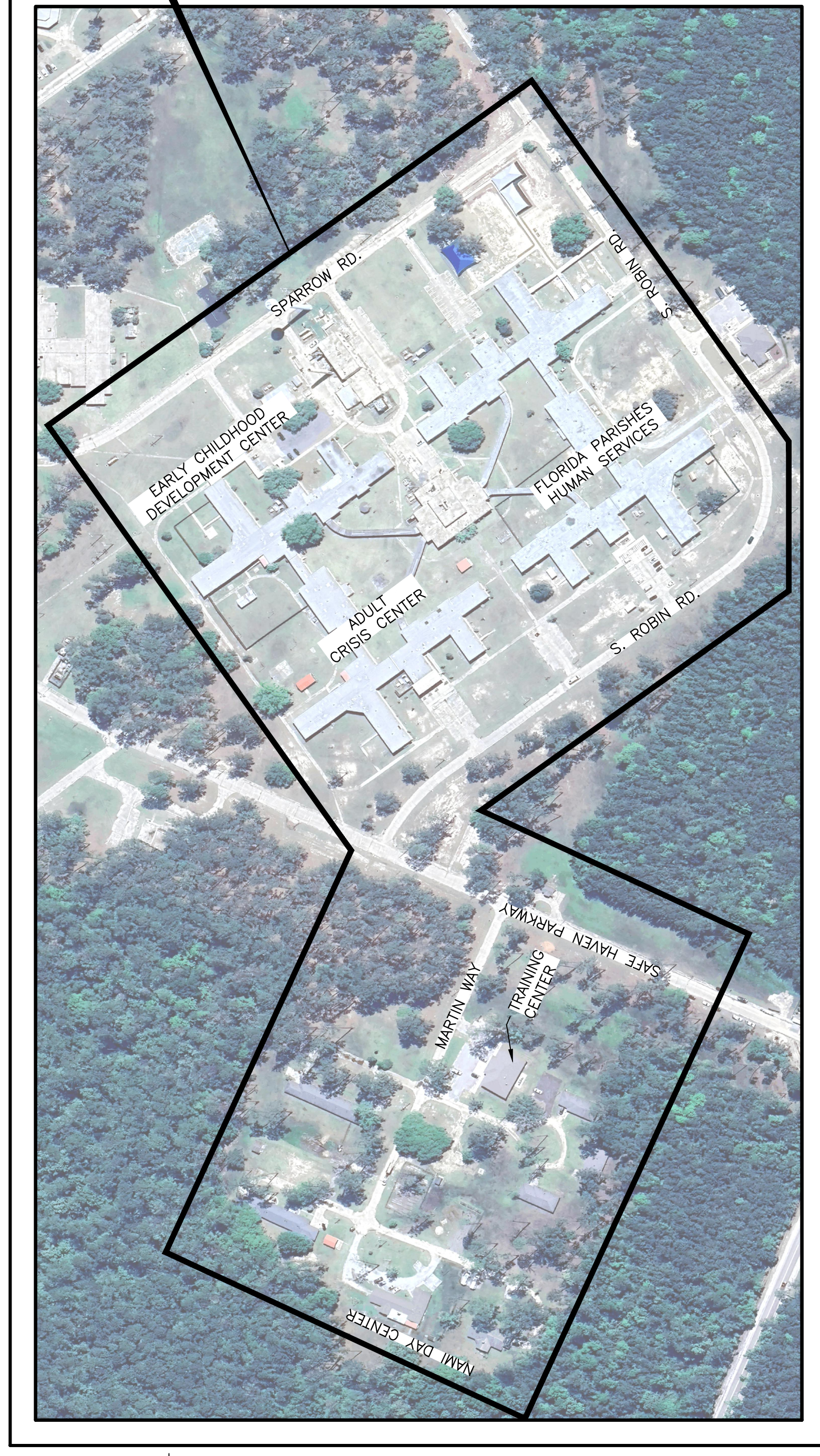
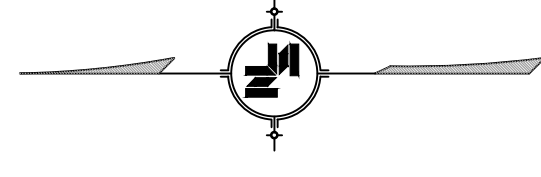
## **17. UNIQUE ENTITY ID REQUIREMENT**

Any contractor awarded a project with ARPA funds must obtain a Unique Entity ID generated in the System for Award Management. Information on obtaining the UEI can be found at [SAM.gov](https://www.sam.gov).



# ST. TAMMANY PARISH GOVERNMENT SAFE HAVEN COMPLEX PARKING EXPANSION

## MANDEVILLE, LOUISIANA



PROJECT  
WORK AREA

Section 13

LOCATION MAP  
SCALE: 1"=200'

RECOMMENDED FOR APPROVAL BY

*gshap*

ST. TAMMANY PARISH GOVERNMENT

PREPARED BY

*Warren Huggins*

WARREN D. HUGGINS, P.E.  
REG. NO. 42443



### TYPE OF CONSTRUCTION

CONTRACTOR MUST HAVE AT LEAST  
ONE OF THE FOLLOWING CLASSIFICATIONS  
ON THE LICENSE:

1. HIGHWAY, STREET AND BRIDGE CONSTRUCTION
2. HEAVY CONSTRUCTION
3. MUNICIPAL AND PUBLIC WORKS CONSTRUCTION





## GENERAL NOTES

- EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCTION.
- THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING GRADES AND MAKING ADJUSTMENTS AS NECESSARY WITH THE APPROVAL OF THE PROJECT ENGINEER.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS, APRONS, ETC. FROM DAMAGE WHICH MIGHT OCCUR DURING CONSTRUCTION. EXTREME CARE SHOULD BE EXERCISED IN UNDERCUT AREAS AND THE UNDERCUT DEPTH MAY BE ADJUSTED AT GROSS DRAINS AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.
- WORK ON STRUCTURES FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PLACE WHAT BRACING, SHORING, OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION, THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION, OR ANY STRUCTURE ADJACENT TO THE EXCAVATION. ALL COSTS FOR ANY PROTECTIVE MEASURES INCLUDING THE MATERIALS AND LABOR FOR DESIGNING, DRAWING AND CONSTRUCTING THE FACILITY SHALL BE INCLUDED IN THE PRICE BID FOR CONTRACT ITEMS.
- THE CONTRACTOR IS TO REMOVE AND RESET ANY SIGNS WHICH CONFLICT WITH CONSTRUCTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THROUGH AND LOCAL TRAFFIC IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION). CONTRACTOR SHALL COORDINATE CONSTRUCTION ACTIVITIES SO THAT TRAFFIC CAN BE MAINTAINED AT ALL TIMES ON ALL STREETS. CONTRACTOR SHALL PROVIDE ALL TRAFFIC CONTROL PERSONNEL AND SIGNAGE IN ACCORDANCE WITH THE M.U.T.C.D. (LATEST EDITION). CONTRACTOR SHALL MAINTAIN ACCESS TO ALL FACILITIES AND SHALL MAKE ALL NECESSARY PROVISIONS TO ALLOW FOR THIS ACCESS DURING CONSTRUCTION.
- AS REQUIRED BY LAW; CONTRACTOR SHALL CONTACT LOUISIANA-ONE-CALL TO LOCATE ALL EXISTING UTILITIES ON SITE PRIOR TO HIS WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES NOT DESIGNATED TO BE REMOVED AND SHALL BE RESPONSIBLE FOR ALL DAMAGES AND INTERRUPTIONS THAT RESULT FROM CONTRACTOR'S WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF REPAIR OR REPLACEMENT OF ANY WATER AND SEWER UTILITIES THAT ARE DISTURBED BY HIS OPERATIONS AND ARE NOT IN DIRECT CONFLICT WITH THE PROPOSED CONSTRUCTION.
- THE CONTRACTOR IS TO COORDINATE AND PAY FOR ANY ADJUSTMENTS THAT NEED TO BE MADE WITH THE POWER COMPANY. COST TO BE ABSORBED IN OTHER ITEMS OF WORK.
- CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EROSION CONTROL DURING THE ENTIRE LIFE OF THE CONTRACT.
- ALL DISTURBED AREAS SHOULD RECEIVE SOLID SOD AND/OR HYDROSEEDING AS QUICKLY AS POSSIBLE TO REDUCE EROSION.
- UNLESS OTHERWISE DIRECTED BY OWNER, ALL EXISTING MATERIAL TO BE REMOVED FROM THE PROJECT SITE SHALL BE THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF AT HIS EXPENSE IN ACCORDANCE WITH STATE AND LOCAL LAWS AND REGULATIONS.
- CONTRACTOR IS RESPONSIBLE FOR PROTECTING EXISTING BENCHMARKS.
- ALL DIMENSIONS SHOWN ON THE PLANS (SCALED OR COMPUTED), OR STAKED IN THE FIELD, SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. IN THE EVENT THE CONTRACTOR DISCOVERS ANY APPARENT ERROR OR DISCREPANCY, HE SHALL NOTIFY THE ENGINEER IMMEDIATELY IN WRITING, REQUESTING HIS INTERPRETATION. THE ENGINEER WILL MAKE SUCH CORRECTIONS AND DECISIONS IN WRITING AS MAY BE DEEMED NECESSARY TO CARRY OUT THE INTENT OF THE PLANS.

## BID SCHEDULE

TRAINING CENTER - BASE BID  
NAMI DAY CENTER - BASE BID  
EARLY CHILDHOOD DEVELOPMENT CENTER - BASE BID  
NAMI CLOSET - BASE BID  
ADULT CRISIS SERVICES - ALTERNATE NO. 1  
FL PARISHES HUMAN SERVICES - ALTERNATE NO. 2

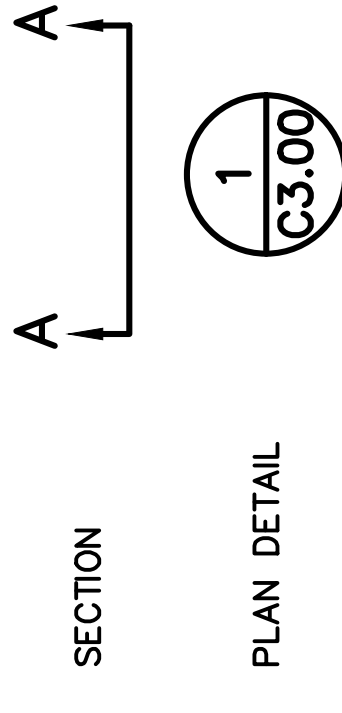
## INDEX TO DRAWINGS

DRAWING NUMBER	WORKING NUMBER	SHEET DESCRIPTION
01	G1.00	TITLE SHEET
02	G2.00	DRAWING INDEX AND GENERAL NOTES
03	G3.00	OVERALL EXISTING SITE LOCATIONS
04	G4.00	TRAINING CENTER & NAMI DAY CENTER EXISTING CONDITIONS & DEMO PLAN
05	G4.01	ADULT CRISIS SERVICES & FL PARISHES HUMAN SERVICES EXISTING CONDITIONS & DEMO PLAN
06	G4.02	EARLY CHILDHOOD DEVELOPMENT CENTER EXISTING CONDITIONS & DEMO PLAN
07	G4.03	NAMI CLOSET EXISTING CONDITIONS & DEMO PLAN
08	C1.00	TRAINING CENTER PROPOSED PARKING PLAN
09	C1.01	NAMI DAY CENTER PROPOSED PARKING PLAN
10	C1.02	ADULT CRISIS SERVICES PROPOSED PARKING PLAN
11	C1.03	FL PARISHES HUMAN SERVICES PROPOSED PARKING PLAN
12	C1.04	EARLY CHILDHOOD DEVELOPMENT CENTER PROPOSED PARKING PLAN
13	C1.05	NAMI CLOSET PROPOSED PARKING PLAN
14	C2.00	TRAINING CENTER PROPOSED DRAINAGE AND GRADING PLAN
15	C2.01	NAMI DAY CENTER PROPOSED DRAINAGE AND GRADING PLAN
16	C2.02	ADULT CRISIS SERVICES PROPOSED DRAINAGE AND GRADING PLAN
17	C2.03	FL PARISHES HUMAN SERVICES PROPOSED DRAINAGE AND GRADING PLAN
18	C2.04	EARLY CHILDHOOD DEVELOPMENT CENTER PROPOSED DRAINAGE AND GRADING PLAN
19	C2.05	NAMI CLOSET PROPOSED DRAINAGE AND GRADING PLAN
20	C3.00	CIVIL DETAILS
21	C3.01	CIVIL DETAILS
22	C3.02	EROSION CONTROL DETAILS
23	C3.03	TRAINING CENTER PROPOSED LANDSCAPE PLAN
24	L1.00	NAMI DAY CENTER PROPOSED LANDSCAPE PLAN
25	L1.01	ADULT CRISIS SERVICES PROPOSED LANDSCAPE PLAN
26	L1.02	FL PARISHES HUMAN SERVICES PROPOSED LANDSCAPE PLAN
27	L1.03	EARLY CHILDHOOD DEVELOPMENT CENTER PROPOSED LANDSCAPE PLAN
28	L1.04	NAMI CLOSET PROPOSED LANDSCAPE PLAN
29	L1.05	PROPOSED LANDSCAPE DETAILS
30	L2.00	PROPOSED LANDSCAPE DETAILS

## EXISTING LEGEND

---	EXIST. PROPERTY LINE
==	EXIST. DRAINAGE LINE
SS	EXIST. SEWER LINE
W	EXIST. WATER LINE
G	EXIST. GAS LINE
OHE	EXIST. OVERHEAD ELECTRIC LINE
FBO	EXIST. FIBER OPTIC CABLE LINE
14	EXIST. CONTOUR
○	EXIST. FOUND IRON ROD
■	EXIST. DRAINAGE INLET
□	EXIST. TELEPHONE PEDESTAL
□	EXIST. POWER STRUCTURE
□	EXIST. BACK FLOW PREVENTER
○	EXIST. SEWER MANHOLE
○	EXIST. FIRE HYDRANT
▶	EXIST. WATER VALVE
○	EXIST. TRAFFIC SIGN
☆	EXIST. LIGHT POLE
∅	EXIST. POWER POLE
⊙	EXIST. CLEANOUT
~	EXIST. TREE LINE

## SYMBOL LEGEND



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### REVISIONS

NO.	DATE	BY	DESCRIPTION

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DATE:	11/2024
DRWN:	SG
DATE:	11/2024
CHKD:	CC
DATE:	11/2024
QA/QC:	WDL
DATE:	11/2024

## SAFE HAVEN COMPLEX PARKING EXPANSION

ST. TAMMANY PARISH  
MANDEVILLE, LA

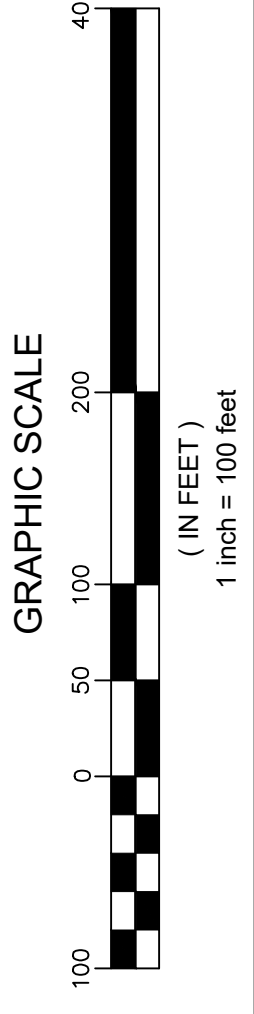
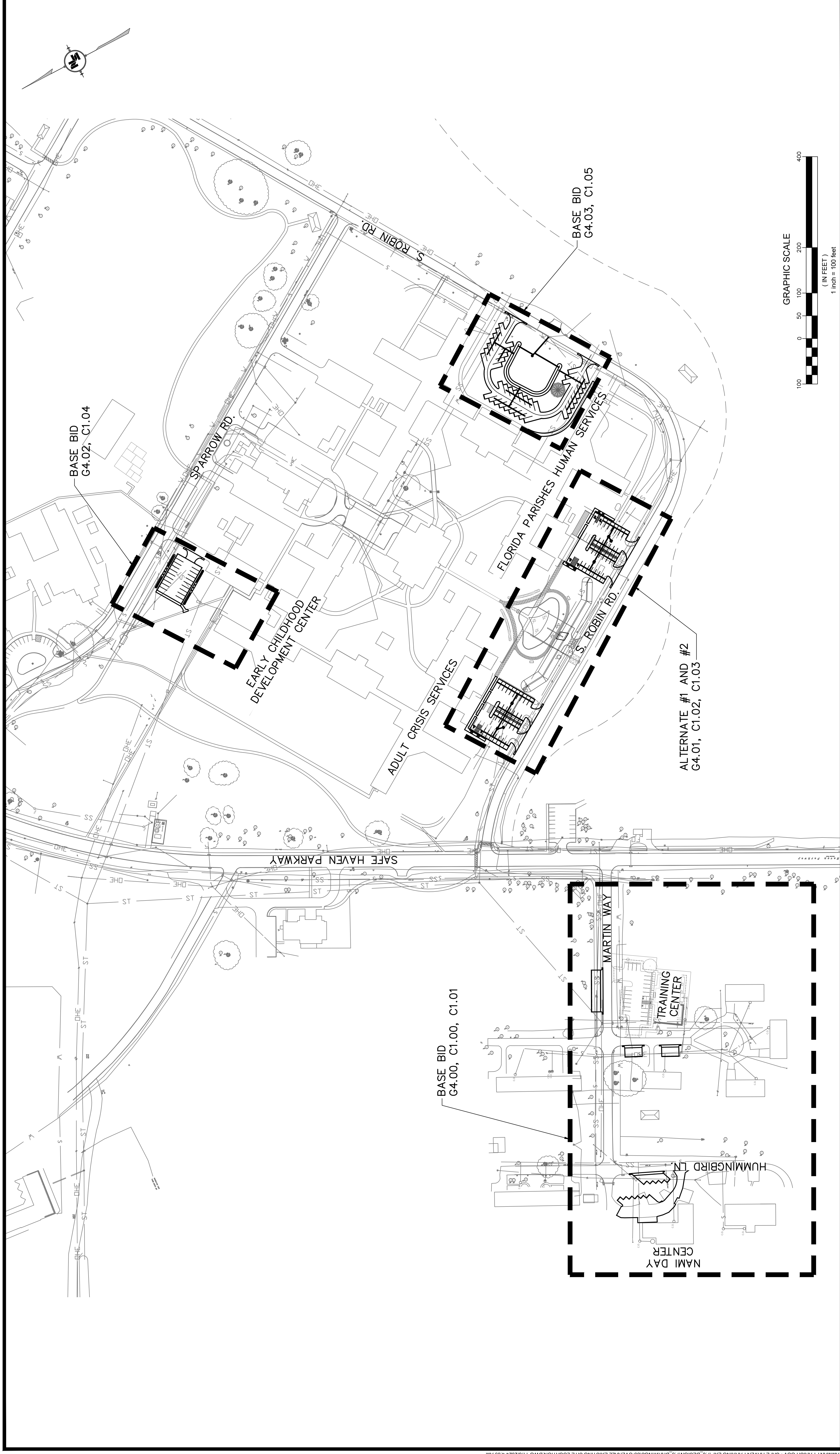


DRAWINGS INDEX  
AND GENERAL NOTES

WORKING NUMBER:  
G2.00

SHEET NUMBER:  
02



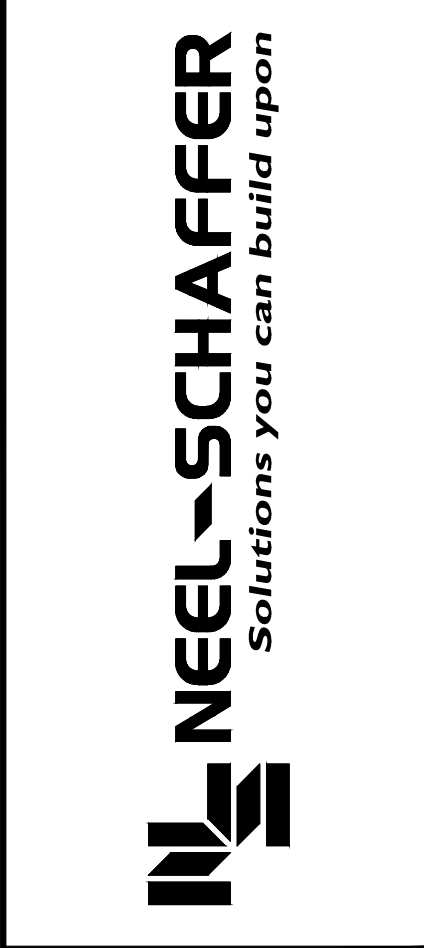


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NO.	DATE	BY	DESCRIPTION

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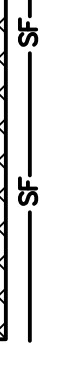

**SAFE HAVEN  
 COMPLEX PARKING EXPANSION**  
 ST. TAMMANY PARISH  
 MANDEVILLE, LA

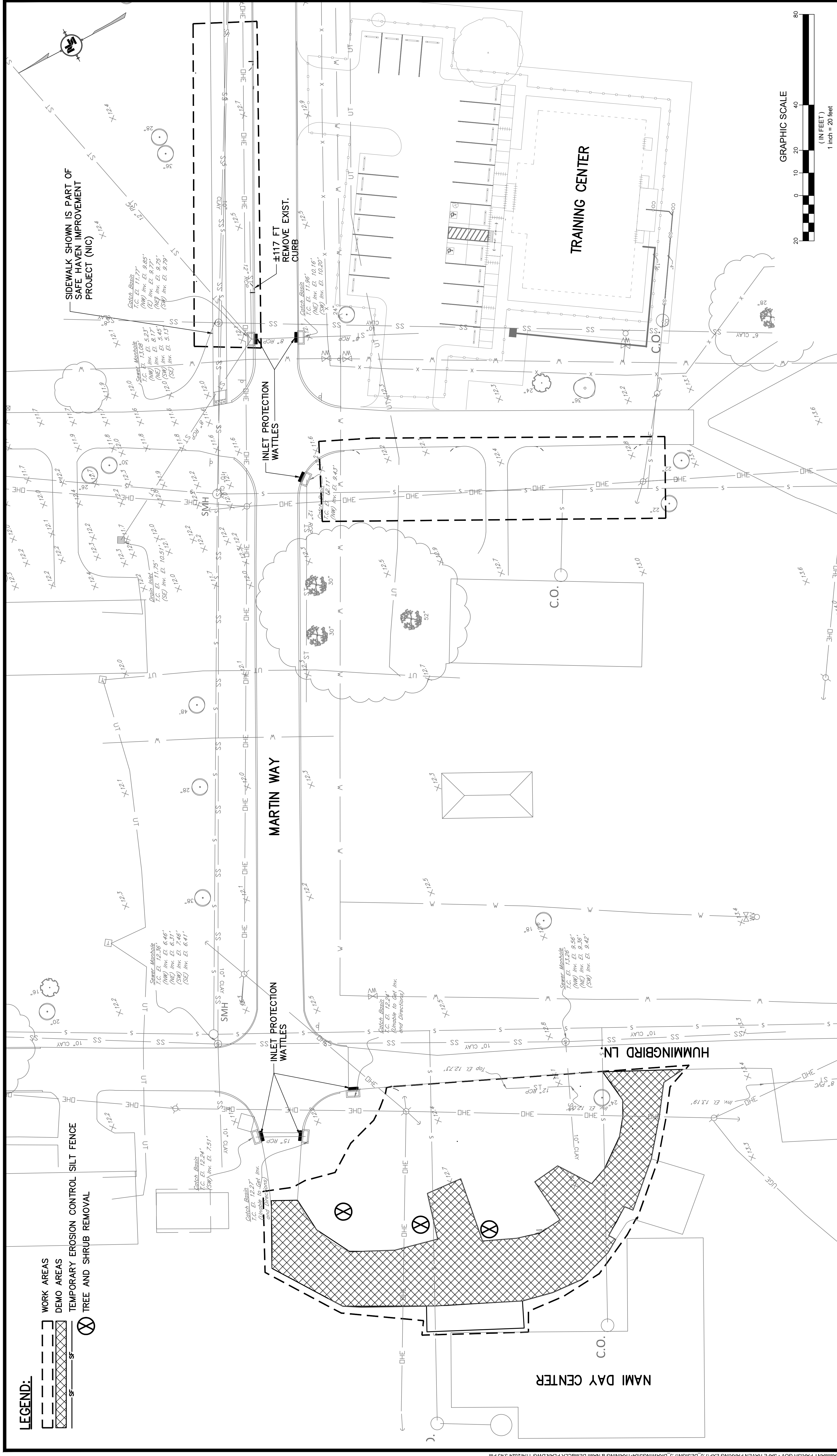


**OVERALL SITE LOCATION**  
 WORKING NUMBER: G3.00  
 SHEET NUMBER: 03



**LEGEND:**

-  WORK AREAS
-  DEMO AREAS
-  TEMPORARY EROSION CONTROL SILT FENCE
-  TREE AND SHRUB REMOVAL



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NO.	DATE	BY	DESCRIPTION

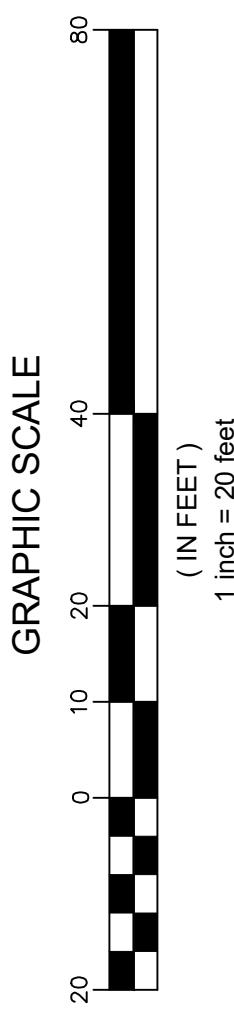
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DATE:	11/2024
DRWN:	SG
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CHKD:	CC
DATE:	11/2024
QA/QC:	WDL
DATE:	11/2024

**SAFE HAVEN PARKING EXPANSION**  
**COMPLEX PARKING EXPANSION**  
 ST. TAMMANY PARISH  
 MANDEVILLE, LA





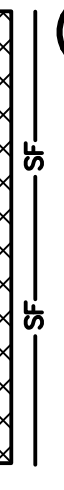

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**TRAINING CENTER AND NAMI DAY CENTER EXISTING CONDITIONS AND DEMOLITION PLAN**  
 WORKING NUMBER: G4.00  
 SHEET NUMBER: 04

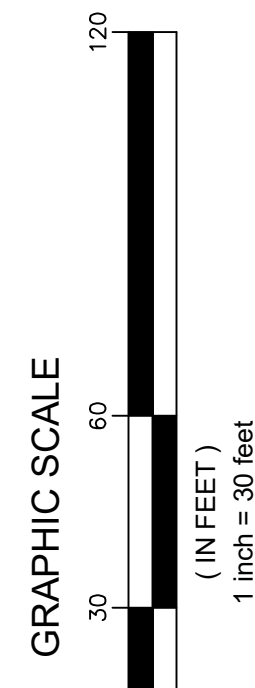
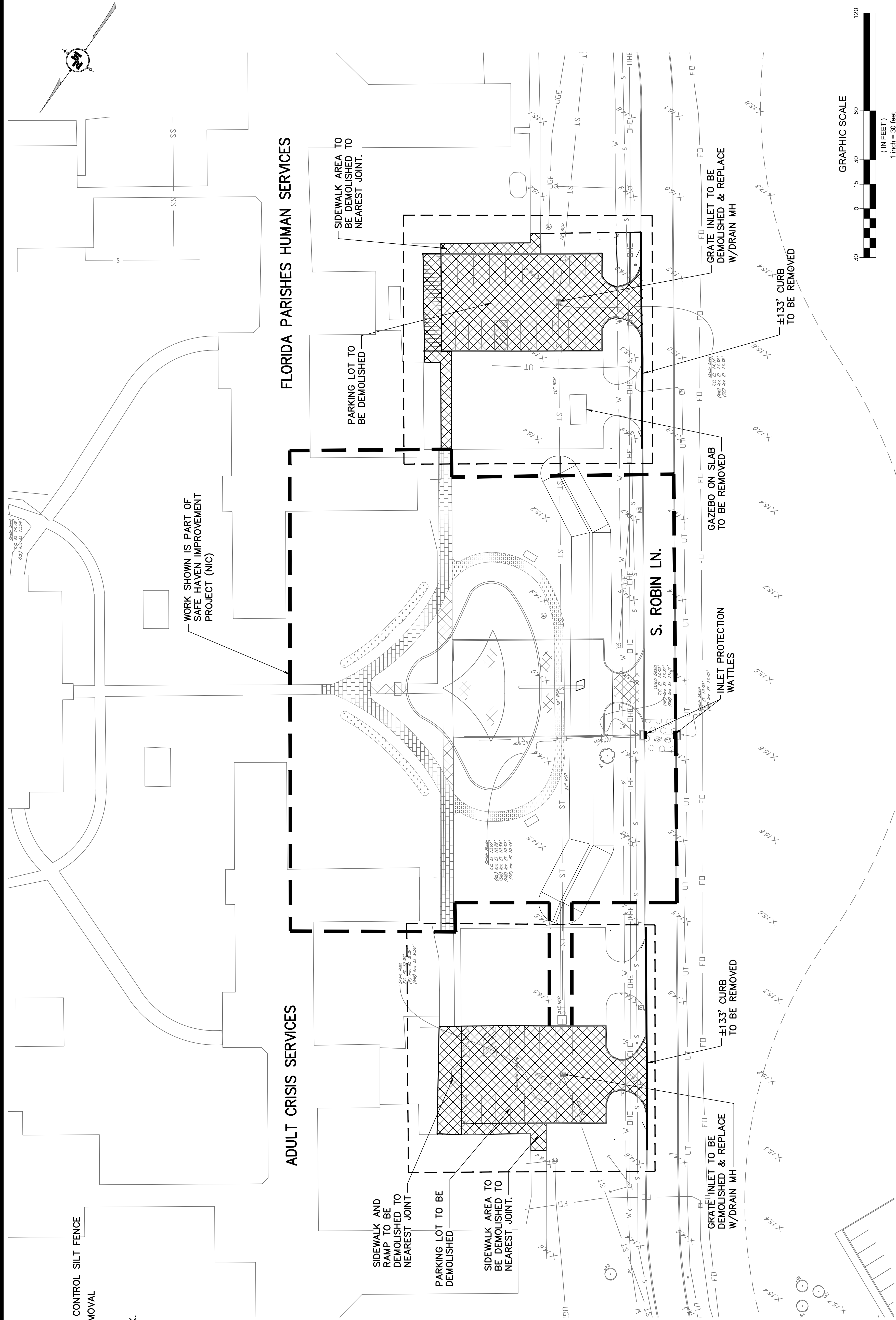




**LEGEND:**

-  WORK AREAS
-  DEMO AREAS
-  TEMPORARY EROSION CONTROL SILT FENCE
-  TREE AND SHRUB REMOVAL

**NOTE:**  
 DEMO AREAS INCLUDE REMOVAL OF EXIST.  
 1. CONCRETE PARKING LOT, CURB & SIDEWALK.



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REVISIONS	
NO.	DATE

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DRAWN:	MDH
CHECKED:	SG
DATE:	11/2024
DATE:	11/2024
DATE:	11/2024
DATE:	11/2024

**SAFE HAVEN  
 COMPLEX PARKING EXPANSION**  
 ST. TAMMANY PARISH  
 MANDEVILLE, LA



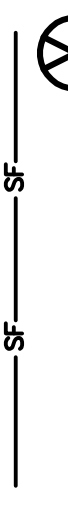



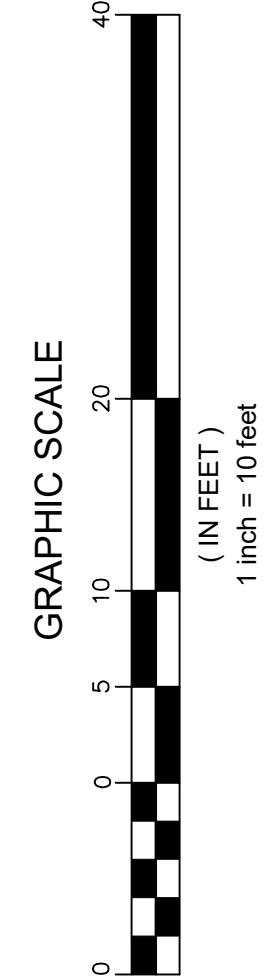
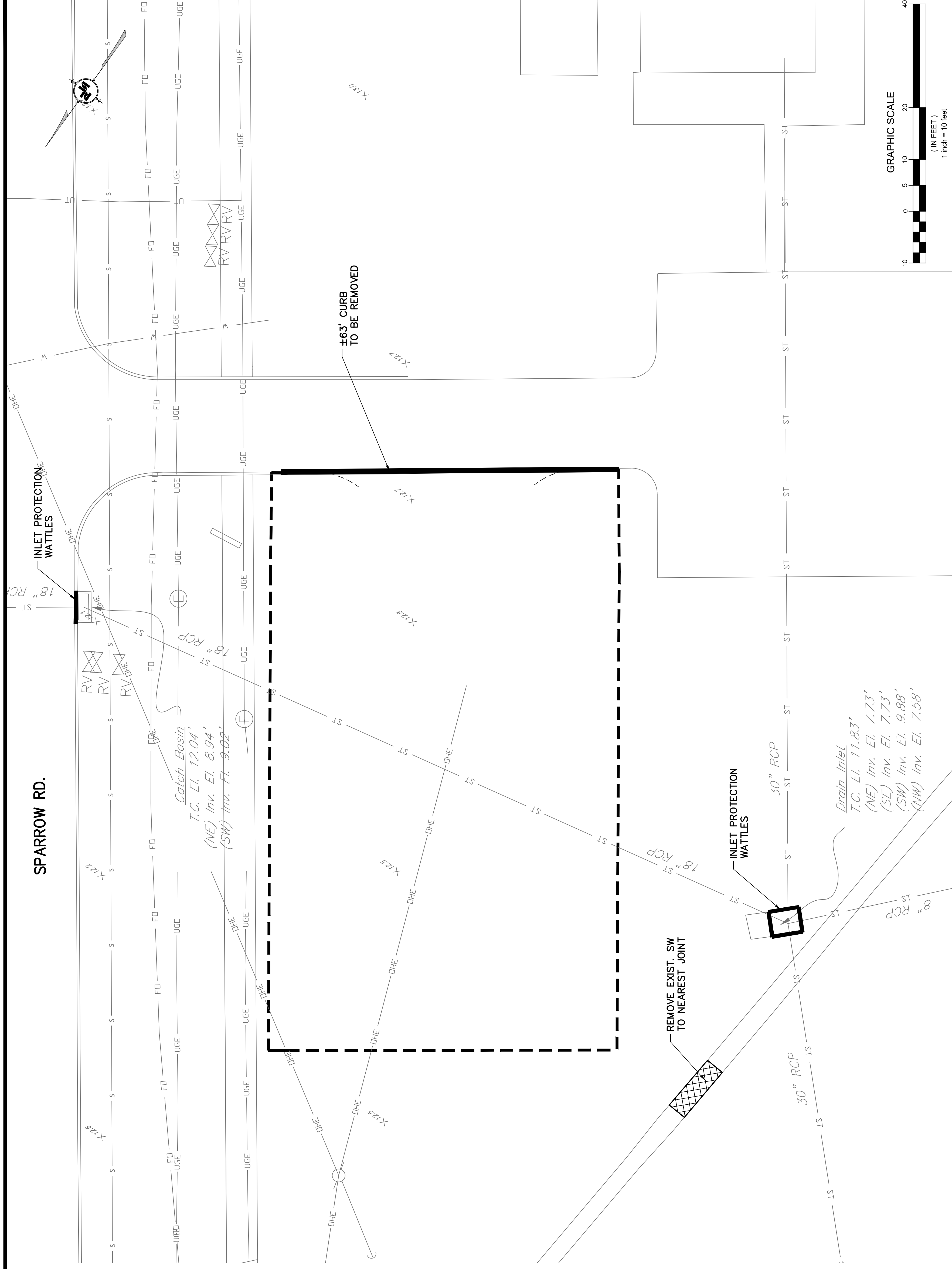
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**ADULT CRISIS SERVICES & FL  
 PARISHES HUMAN SERVICES  
 EXISTING CONDITIONS AND  
 DEMOLITION PLAN**  
 WORKING NUMBER: G4.01  
 SHEET NUMBER: 05



**LEGEND:**

-  WORK AREAS
-  DEMO AREAS
-  TEMPORARY EROSION CONTROL SILT FENCE
-  TREE AND SHRUB REMOVAL



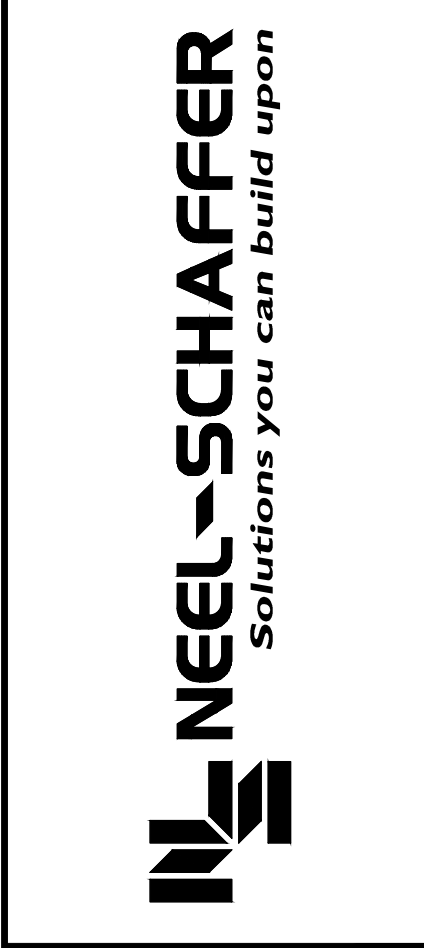
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NO.	DATE	BY	DESCRIPTION

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QA/QC:	WDL
DATE:	11/2024

**SAFE HAVEN  
COMPLEX PARKING EXPANSION**

ST. TAMMANY PARISH  
MANDEVILLE, LA



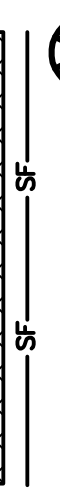



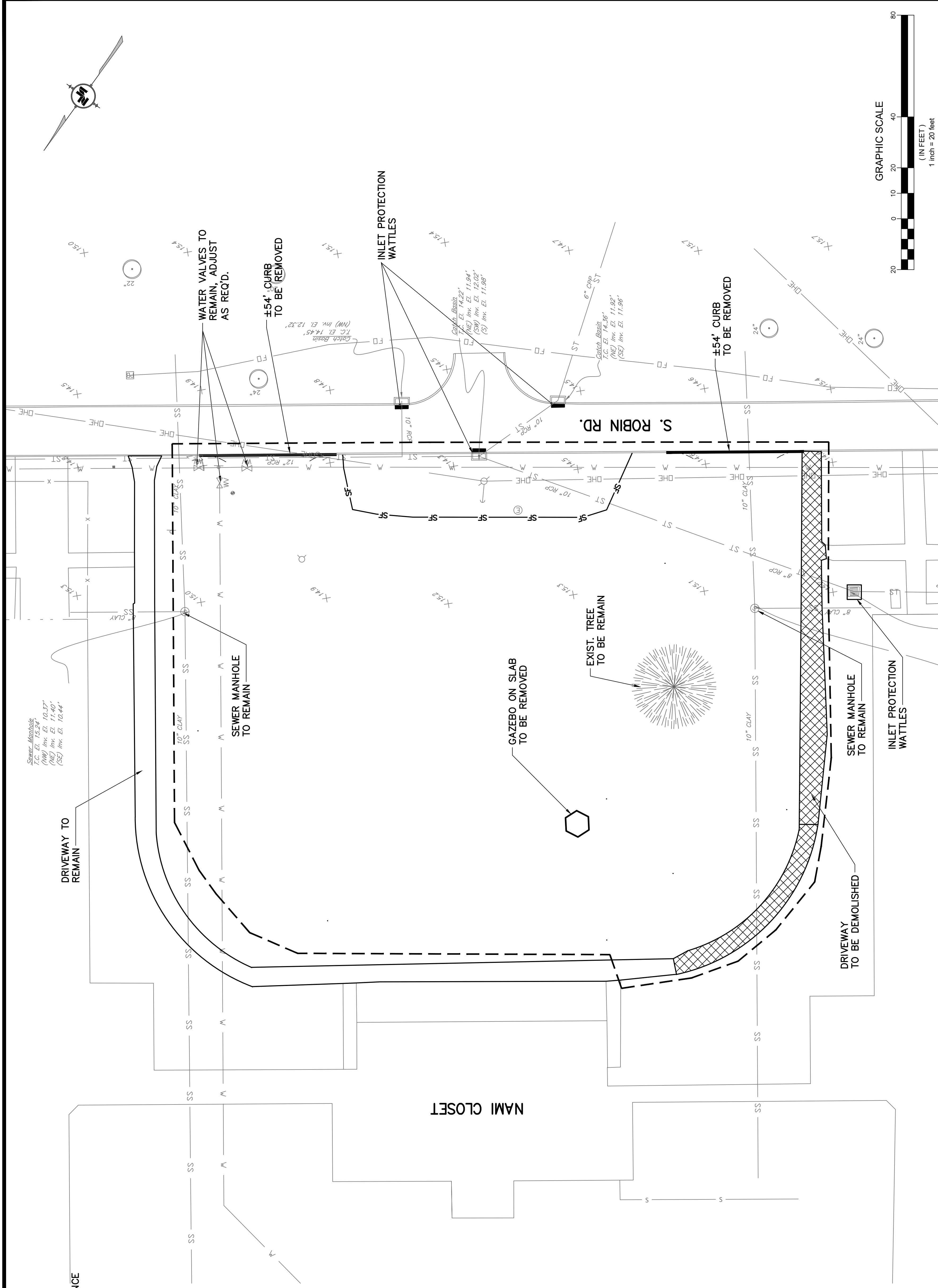
**EARLY CHILDHOOD  
DEVELOPMENT CENTER EXISTING  
CONDITIONS & DEMOLITION PLAN**

WORKING NUMBER:  
G4.02

SHEET NUMBER:  
06

**LEGEND:**

-  WORK AREAS
-  DEMO AREAS
-  TEMPORARY EROSION CONTROL SILT FENCE
-  TREE AND SHRUB REMOVAL

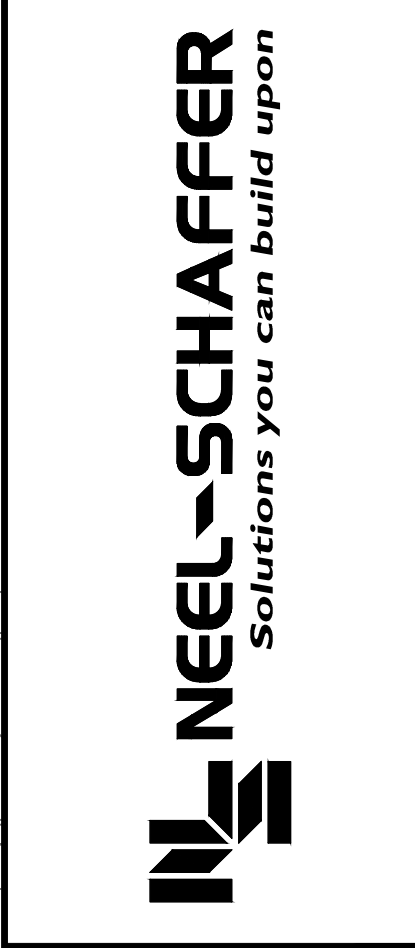
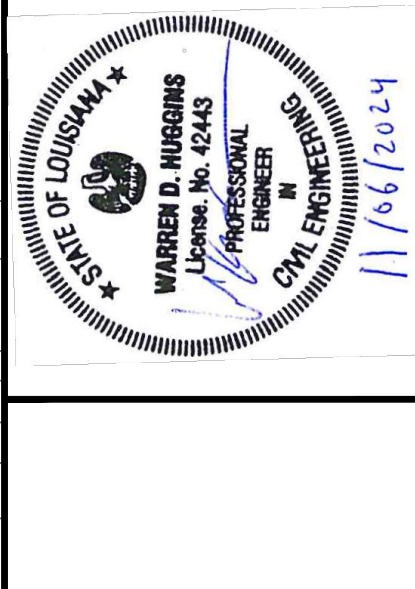


**NOTICE TO DRAWING HOLDER**  
 NEEL-SCHAFFER, INC., HERINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

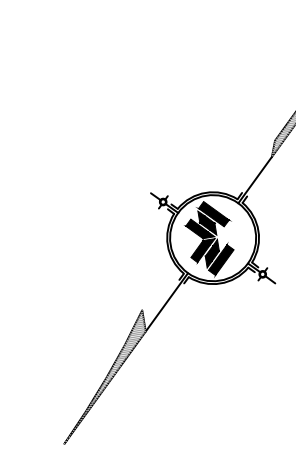
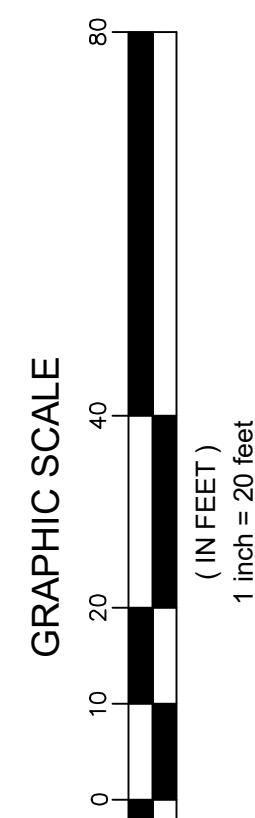
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N-S PROJECT NO.:	18227
FILENAME:	07-Nami Closet Demo& CLR.dwg
SCALE:	AS SHOWN
SURVEYED BY:	N/A
DSGN:	MDH
DATE:	11/2024
DRWN:	SG
DATE:	11/2024
CHKD:	CC
DATE:	11/2024
QA/QC:	WDL
DATE:	11/2024

**SAFE HAVEN  
 COMPLEX PARKING EXPANSION**  
 ST. TAMMANY PARISH  
 MANDEVILLE, LA



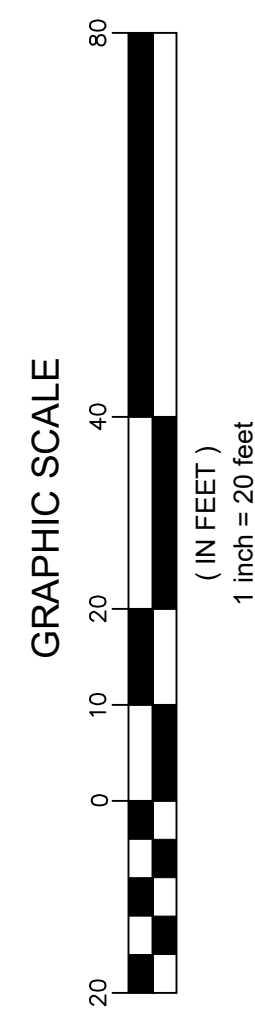
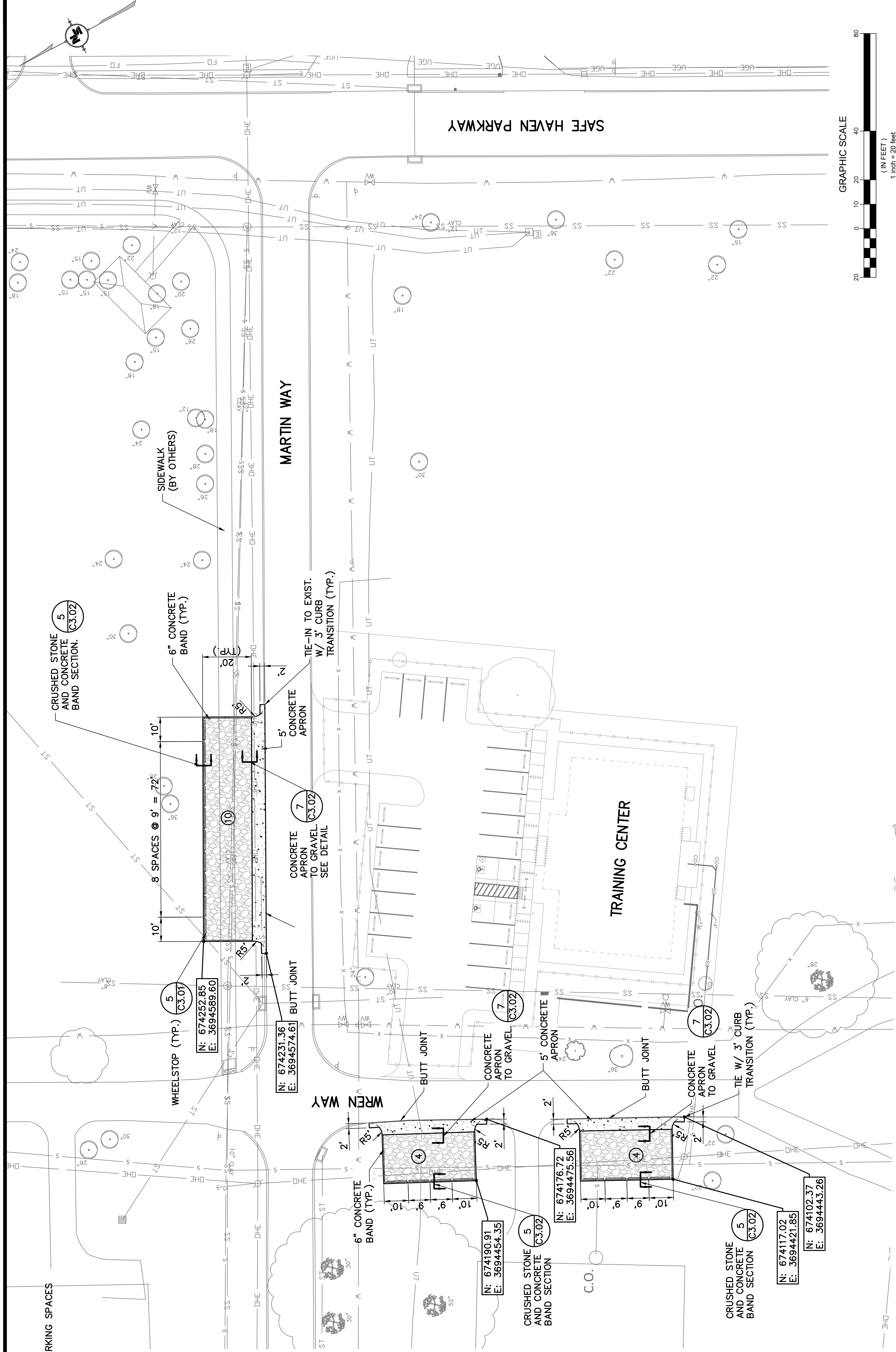
**NAMI CLOSET EXISTING  
 CONDITIONS AND DEMOLITION  
 PLAN**  
 WORKING NUMBER: G4.03  
 SHEET NUMBER: 07





**PROPOSED LEGEND:**

- (4) DENOTES NUMBER OF PARKING SPACES
- CONCRETE BAND
- CONCRETE
- 610 CRUSHED LIMESTONE
- GRAVELPAVE



**NOTICE TO DRAWING HOLDER**  
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NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N-S PROJECT NO.:	18227
FILENAME:	08-Training Ctr Proposed Parking.dwg
SCALE:	
SURVEYED BY:	N/A
DSGN:	WDH DATE: 11/2024
DRWN:	SG DATE: 11/2024
CHKD:	CC DATE: 11/2024
QA/QC:	WDL DATE: 11/2024

**SAFE HAVEN  
COMPLEX PARKING EXPANSION**  
  
ST. TAMMANY PARISH  
MANDEVILLE, LA

**NEEL-SCHAFFER**  
Solutions you can build upon

**TRAINING CENTER  
PROPOSED PARKING**

WORKING NUMBER:  
C1.00

SHEET NUMBER:  
08

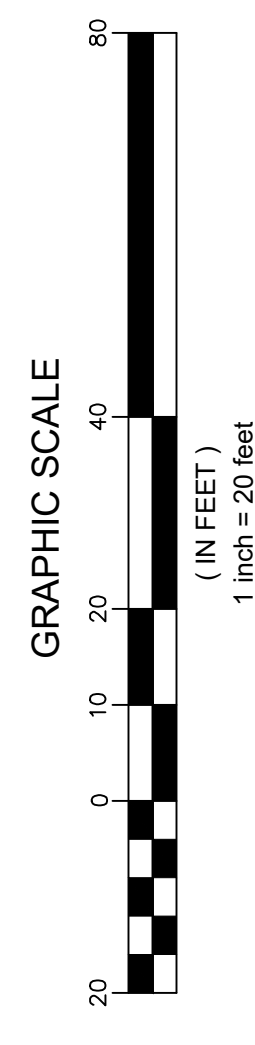
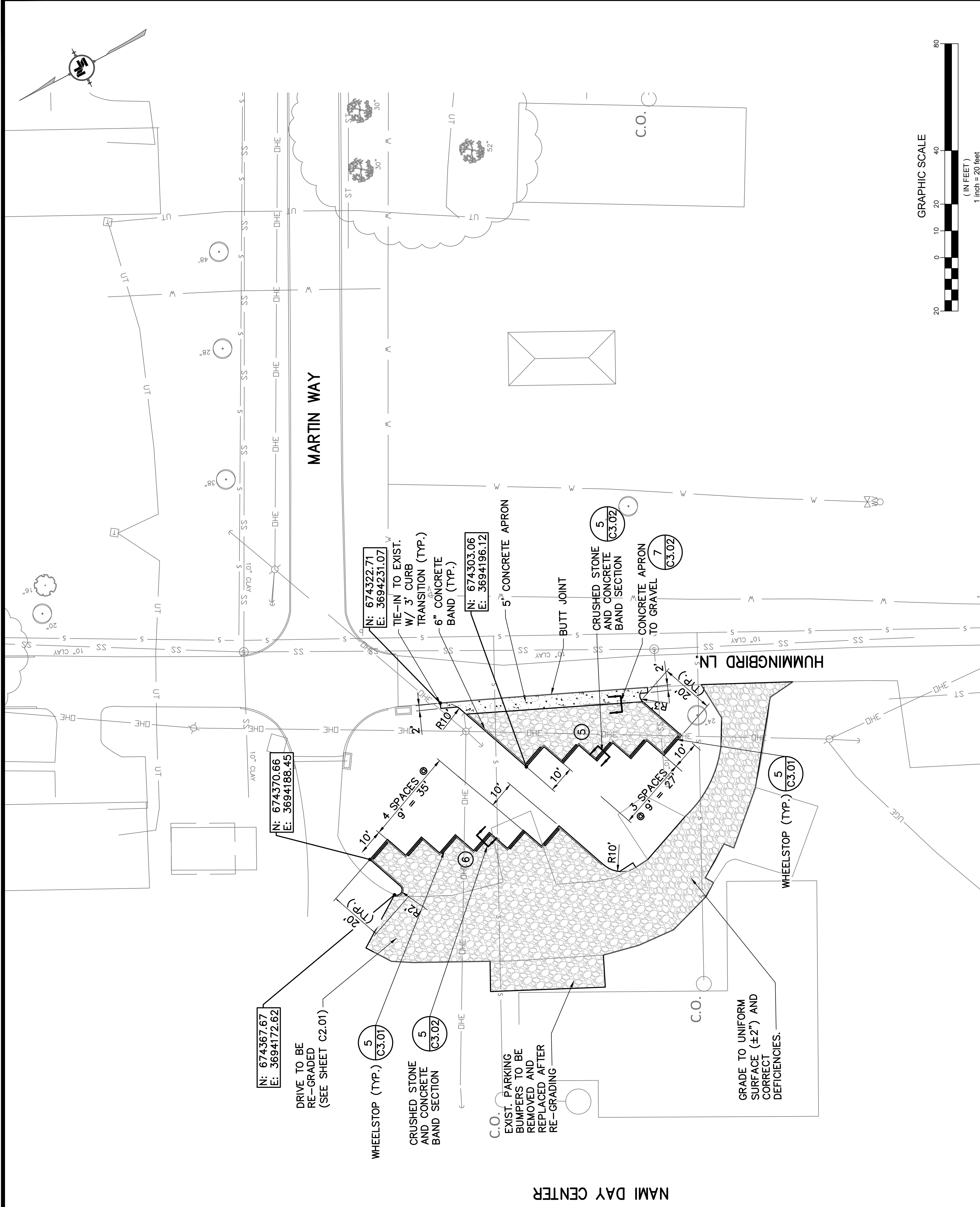


**PROPOSED LEGEND:**

- (4) DENOTES NUMBER OF PARKING SPACES
- CONCRETE BAND
- CONCRETE
- 610 CRUSHED LIMESTONE
- GRAVELPAVE

**NOTES:**

1. PARKING STALLS SHALL BE ANGLED 45° TO ROADWAY/DRIVEWAY



**NOTICE TO DRAWING HOLDER**  
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NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N-S PROJECT NO.:	18227
FILENAME:	09-Nami Day Care Proposed Parking.dwg
SCALE:	AS SHOWN
SURVEYED BY:	N/A
DSGN:	MDH
DATE:	11/2024
DRWN:	SG
DATE:	11/2024
CHKD:	CC
DATE:	11/2024
QA/QC:	WDL
DATE:	11/2024

**SAFE HAVEN COMPLEX PARKING EXPANSION**  
 ST. TAMMANY PARISH  
 MANDEVILLE, LA



**NEEL-SCHAFFER**  
*Solutions you can build upon*

**NAMI DAY CENTER PROPOSED PARKING**

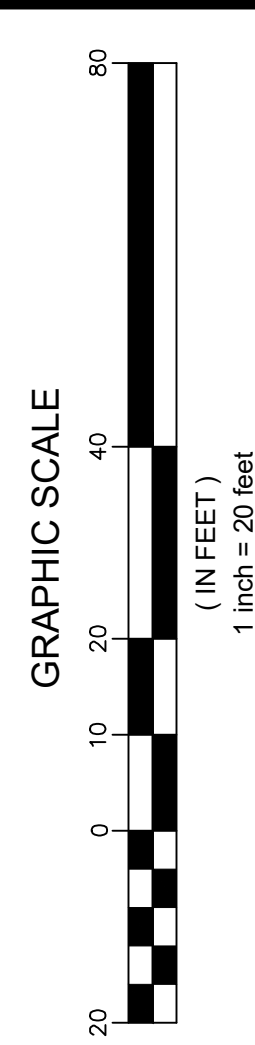
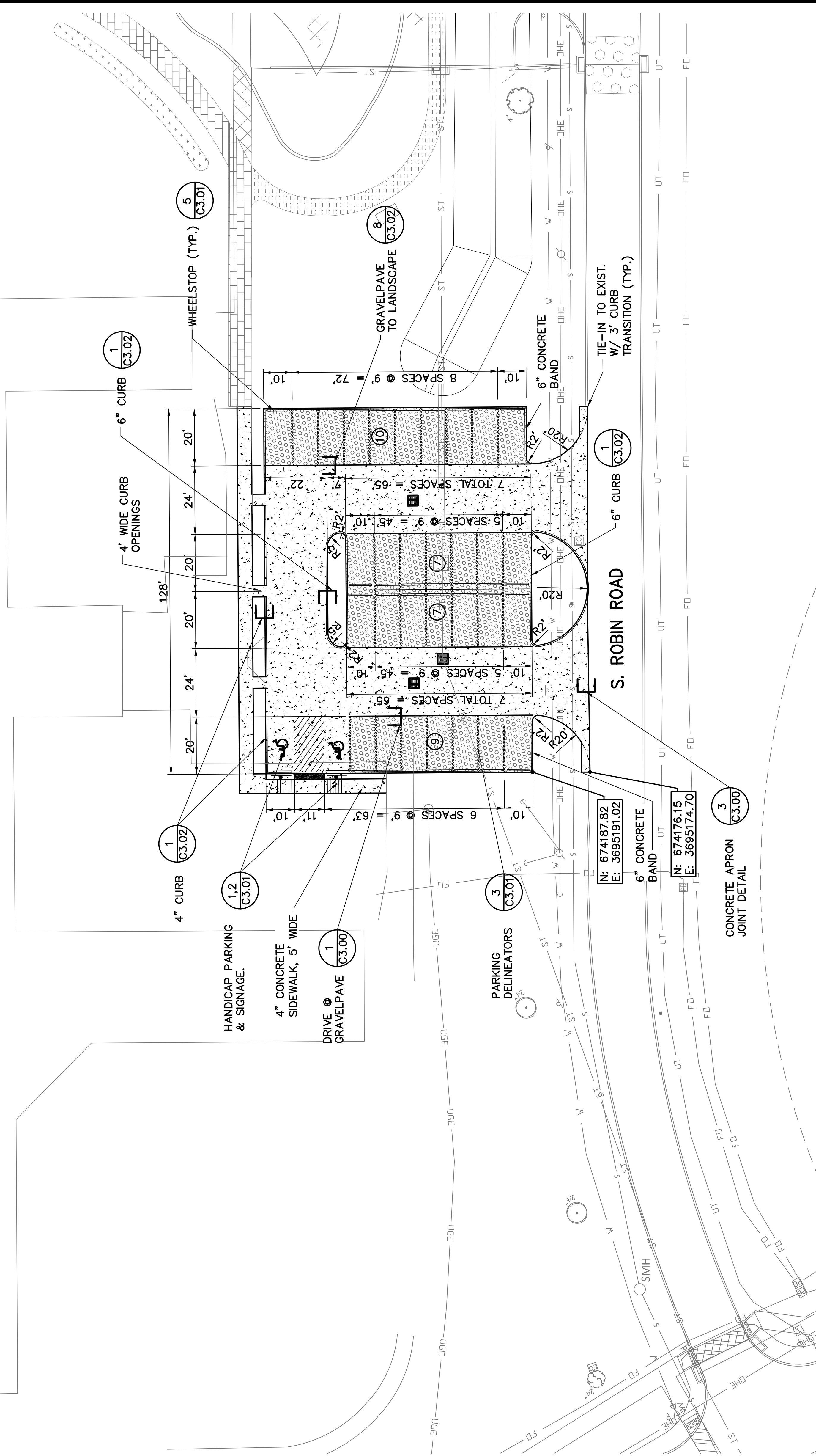
WORKING NUMBER: C1.01  
 SHEET NUMBER: 09



**PROPOSED LEGEND:**

- (4) DENOTES NUMBER OF PARKING SPACES
- CONCRETE CURB
- CONCRETE
- 610 CRUSHED LIMESTONE
- GRAVELPAVE

**ADULT CRISIS SERVICES**



**DRAWING INFORMATION**

N-S PROJECT NO.:	18227
FILENAME:	10-ACS-Proposed Parking.dwg
SCALE:	
SURVEYED BY:	N/A
DSGN:	WDH
DATE:	11/2024
DRWN:	SG
DATE:	11/2024
CHKD:	CC
DATE:	11/2024
QA/QC:	WDL
DATE:	11/2024

**REVISIONS**

NO.	DATE	BY	DESCRIPTION

**NOTICE TO DRAWING HOLDER**  
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**SAFE HAVEN  
 COMPLEX PARKING EXPANSION**

ST. TAMMANY PARISH  
 MANDEVILLE, LA

**NEEL-SCHAFFER**  
 Solutions you can build upon

**ADULT CRISIS SERVICES  
 PROPOSED PARKING**

WORKING NUMBER:  
**C1.02**

SHEET NUMBER:  
**10**



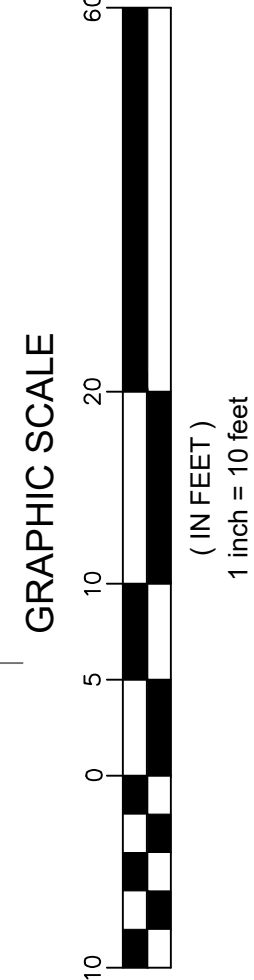
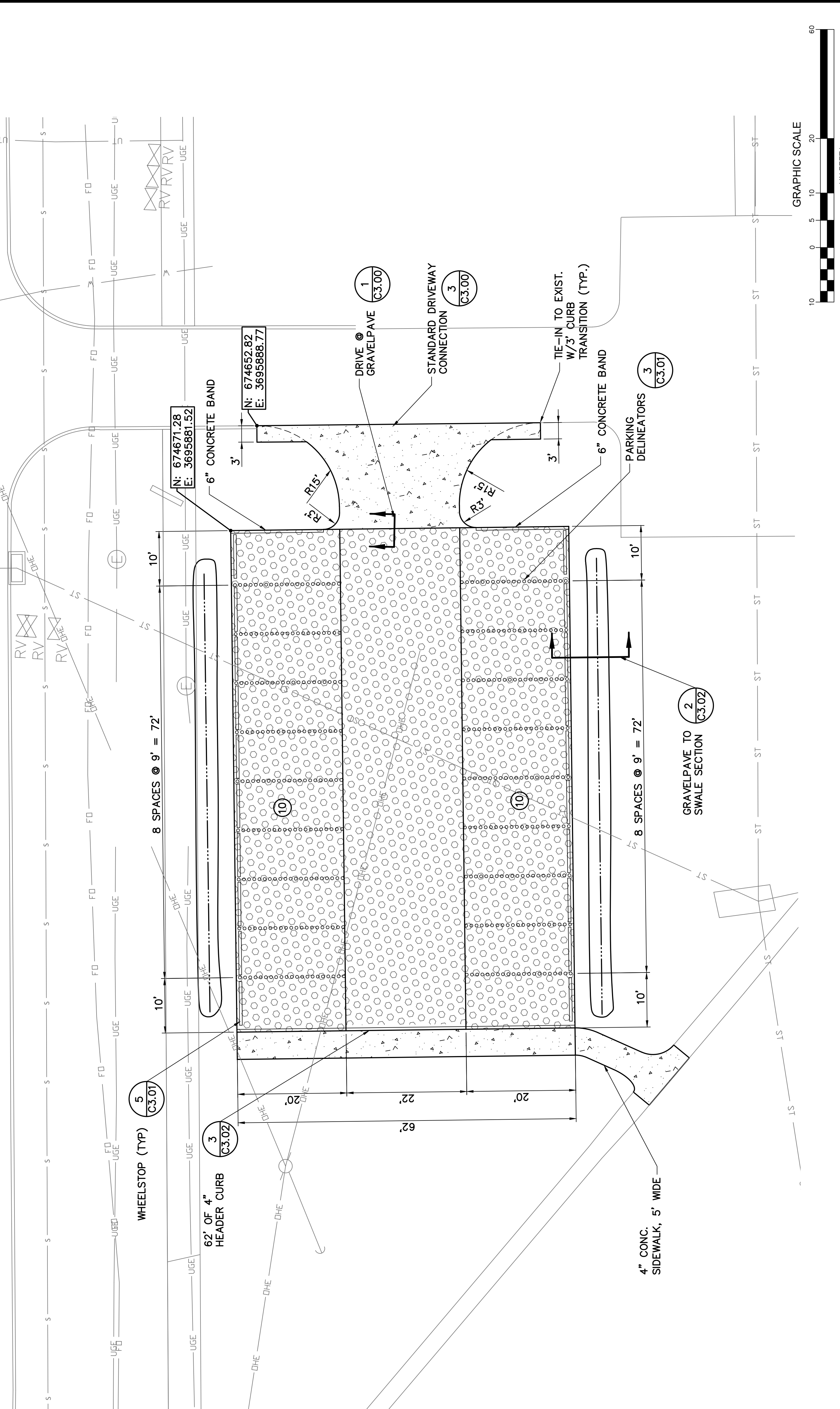




**PROPOSED LEGEND:**

- (4) DENOTES NUMBER OF PARKING SPACES
- CONCRETE CURB
- CONCRETE
- 610 CRUSHED LIMESTONE
- GRAVELPAVE

SPARROW RD.



**NOTICE TO DRAWING HOLDER**  
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NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N-S PROJECT NO.:	18227
FILENAME:	12-ECD-Proposed Parking.dwg
SCALE:	
SURVEYED BY:	N/A
DGN: WDH	DATE: 11/2024
DRWN: SG	DATE: 11/2024
CHKD: CC	DATE: 11/2024
QA/QC: WDL	DATE: 11/2024

**SAFE HAVEN  
COMPLEX PARKING EXPANSION**  
  
ST. TAMMANY PARISH  
MANDEVILLE, LA



**NEEL-SCHAFFER**  
Solutions you can build upon

**EARLY CHILDHOOD  
DEVELOPMENT CENTER  
PROPOSED PARKING**  
  
WORKING NUMBER:  
C1.04  
  
SHEET NUMBER:  
12

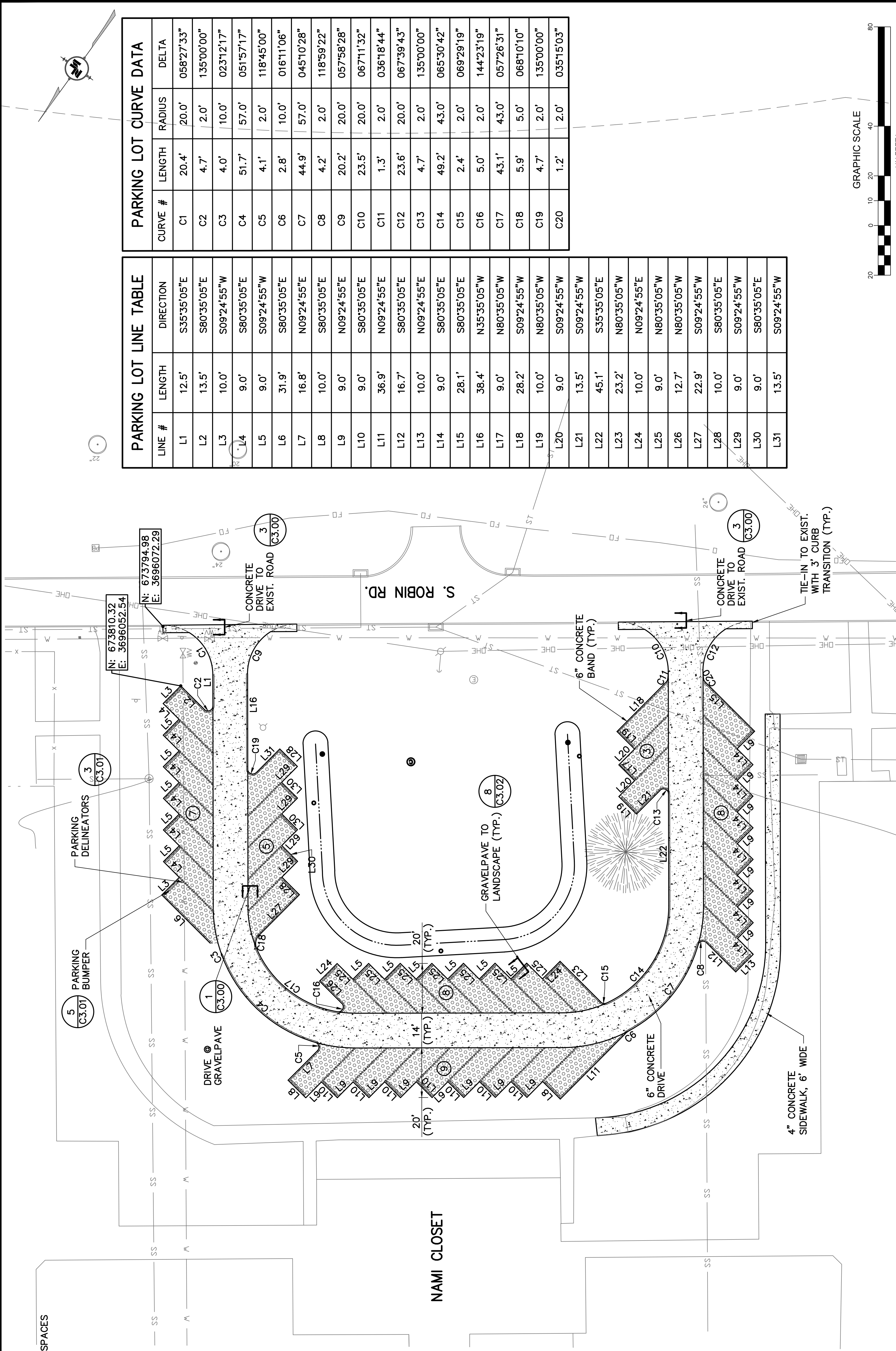


**PROPOSED LEGEND:**

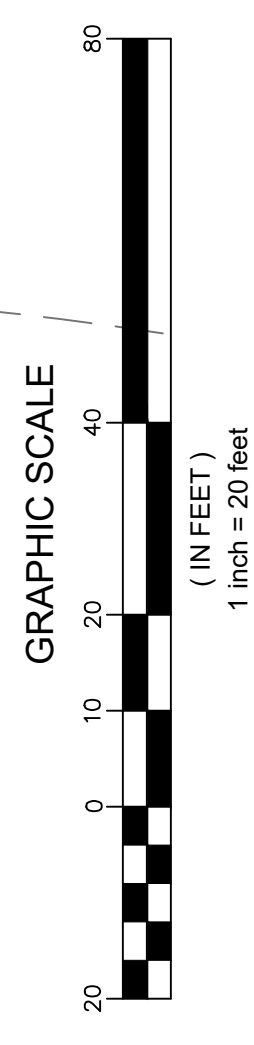
- (4) DENOTES NUMBER OF PARKING SPACES
- CONCRETE BARRIERS
- CONCRETE
- 610 CRUSHED LIMESTONE
- GRAVELPAVE

**NOTES:**

PARKING STALLS SHALL BE ANGLED 45° TO ROADWAY/DRIVEWAY



PARKING LOT LINE TABLE				PARKING LOT CURVE DATA			
LINE #	LENGTH	DIRECTION		CURVE #	LENGTH	RADIUS	DELTA
L1	12.5'	S35°35'05"E		C1	20.4'	20.0'	058°27'33"
L2	13.5'	S80°35'05"E		C2	4.7'	2.0'	135°00'00"
L3	10.0'	S09°24'55"W		C3	4.0'	10.0'	023°12'17"
L4	9.0'	S80°35'05"E		C4	51.7'	57.0'	051°57'17"
L5	9.0'	S09°24'55"W		C5	4.1'	2.0'	118°45'00"
L6	31.9'	S80°35'05"E		C6	2.8'	10.0'	016°11'06"
L7	16.8'	N09°24'55"E		C7	44.9'	57.0'	045°10'28"
L8	10.0'	S80°35'05"E		C8	4.2'	2.0'	118°59'22"
L9	9.0'	N09°24'55"E		C9	20.2'	20.0'	057°58'28"
L10	9.0'	S80°35'05"E		C10	23.5'	20.0'	067°11'32"
L11	36.9'	N09°24'55"E		C11	1.3'	2.0'	036°18'44"
L12	16.7'	S80°35'05"E		C12	23.6'	20.0'	067°39'43"
L13	10.0'	N09°24'55"E		C13	4.7'	2.0'	135°00'00"
L14	9.0'	S80°35'05"E		C14	49.2'	43.0'	065°30'42"
L15	28.1'	S80°35'05"E		C15	2.4'	2.0'	069°29'19"
L16	38.4'	N35°35'05"W		C16	5.0'	2.0'	144°23'19"
L17	9.0'	N80°35'05"W		C17	43.1'	43.0'	057°26'31"
L18	28.2'	S09°24'55"W		C18	5.9'	5.0'	068°10'10"
L19	10.0'	N80°35'05"W		C19	4.7'	2.0'	135°00'00"
L20	9.0'	S09°24'55"W		C20	1.2'	2.0'	035°15'03"
L21	13.5'	S09°24'55"W					
L22	45.1'	S35°35'05"E					
L23	23.2'	N80°35'05"W					
L24	10.0'	N09°24'55"E					
L25	9.0'	N80°35'05"W					
L26	12.7'	N80°35'05"W					
L27	22.9'	S09°24'55"W					
L28	10.0'	S80°35'05"E					
L29	9.0'	S09°24'55"W					
L30	9.0'	S80°35'05"E					
L31	13.5'	S09°24'55"W					



**NAMI CLOSET  
PROPOSED PARKING**

WORKING NUMBER: C1.05      SHEET NUMBER: 13

**NEEL-SCHAFFER**  
*Solutions you can build upon*

**SAFE HAVEN  
COMPLEX PARKING EXPANSION**

ST. TAMMANY PARISH  
MANDEVILLE, LA

DRAWING INFORMATION	
N-S PROJECT NO.:	18227
FILENAME:	13-Nami Closet Proposed Parking.dwg
SCALE:	
SURVEYED BY:	N/A
DSGN:	WDH
DATE:	11/2024
DRWN:	SG
DATE:	11/2024
CHKD:	CC
DATE:	11/2024
QA/QC:	WDL
DATE:	11/2024

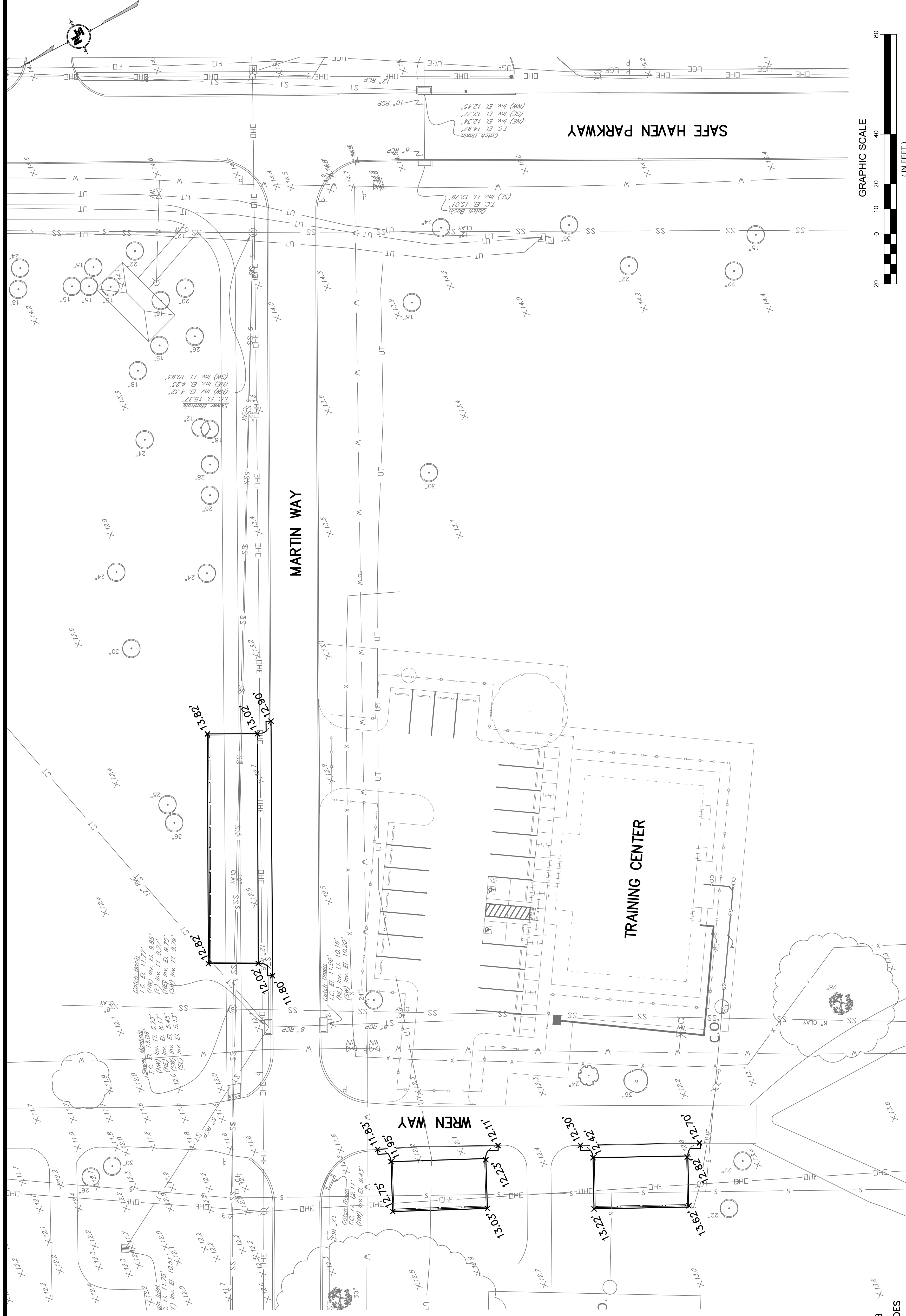
REVISIONS		
NO.	DATE	DESCRIPTION

**NOTICE TO DRAWING HOLDER**  
NEEL-SCHAFFER, INC., HERINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING THEREFROM.



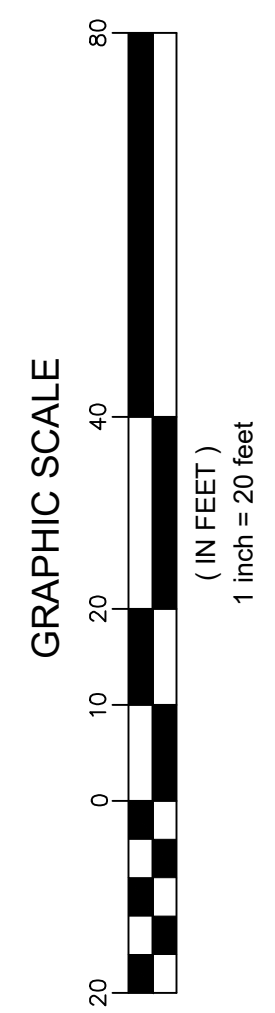
**PROPOSED LEGEND:**

- PROPOSED GRADING ELEVATION
- EXIST. SURFACE ELEVATION
- PROPOSED GRATE INLET
- PROPOSED DRAINAGE MANHOLE
- PROPOSED DRAINAGE PIPE
- PROPOSED DITCH CENTERLINE



**NOTES:**

- PROPOSED ELEVATIONS ARE TOP OF FINISHED PAVEMENT OR PARKING SURFACE, FOR TOP OF CURB ELEVATIONS, SEE DETAILS.
- CONTRACTOR TO VERIFY PROPOSED & EXISTING GRADES PRIOR TO CONSTRUCTION.



**NOTICE TO DRAWING HOLDER**

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NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N-S PROJECT NO.:	18227
FILENAME:	14-Training Ctr DR&GR.dwg
SCALE:	
SURVEYED BY:	N/A
DSGN:	WDH
DATE:	11/2024
DRWN:	SG
DATE:	11/2024
CHKD:	CC
DATE:	11/2024
QA/QC:	WDL
DATE:	11/2024

**SAFE HAVEN  
COMPLEX PARKING EXPANSION**

ST. TAMMANY PARISH  
MANDEVILLE, LA



**NEEL-SCHAFFER**  
Solutions you can build upon

**TRAINING CENTER  
DRAINAGE AND GRADING  
PLAN**

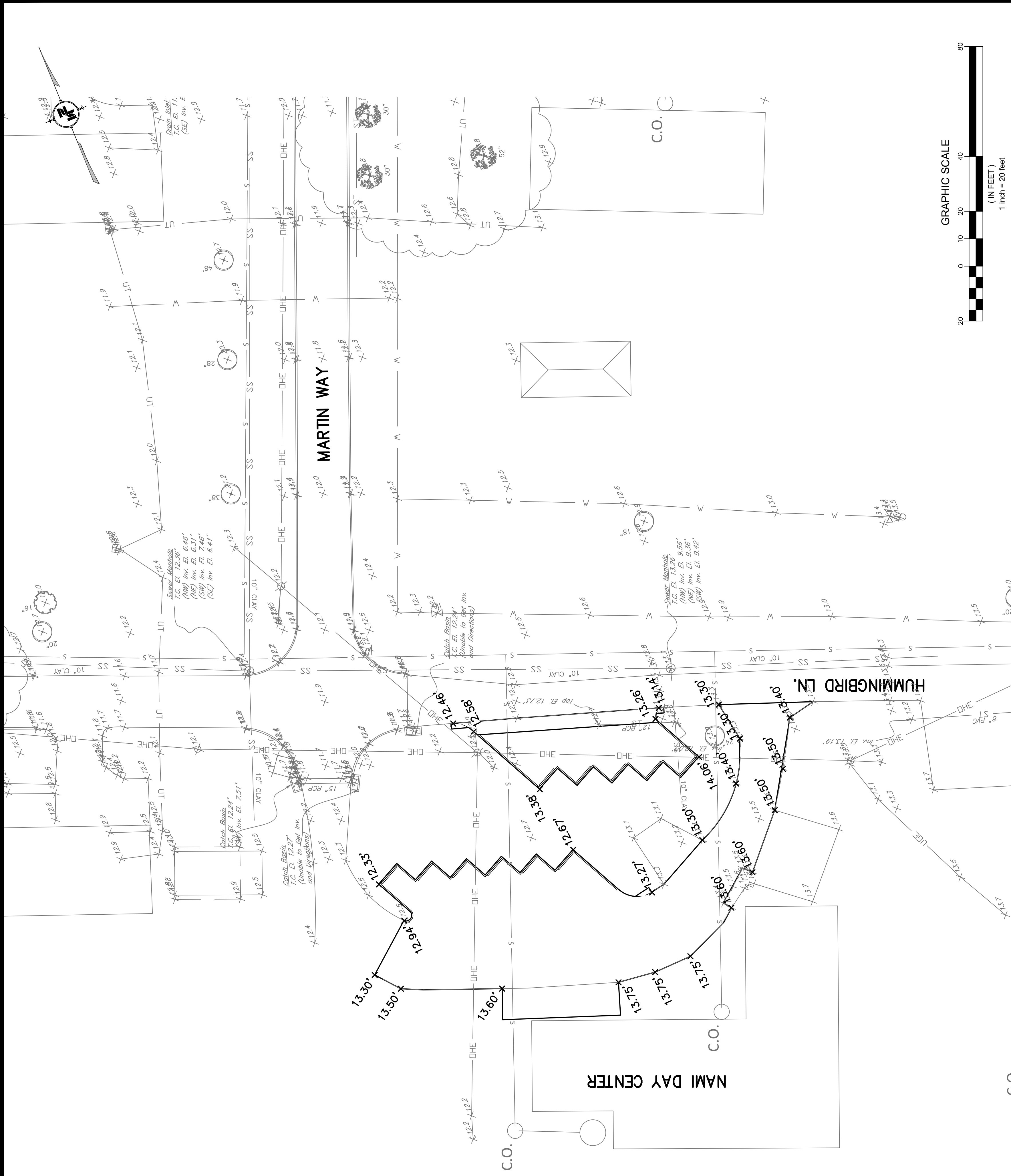
WORKING NUMBER:  
**C2.00**

SHEET NUMBER:  
**14**



**PROPOSED LEGEND:**

- PROPOSED GRADING ELEVATION
- EXIST. SURFACE ELEVATION
- PROPOSED GRATE INLET
- PROPOSED DRAINAGE MANHOLE
- PROPOSED DRAINAGE PIPE
- PROPOSED DITCH CENTERLINE



- NOTES:**
- PROPOSED ELEVATIONS ARE TOP OF FINISHED PAVEMENT OR PARKING SURFACE, FOR TOP OF CURB ELEVATIONS, SEE DETAILS.
  - CONTRACTOR TO VERIFY PROPOSED & EXISTING GRADES PRIOR TO CONSTRUCTION.

**NOTICE TO DRAWING HOLDER**  
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REVISIONS	
NO.	DATE

DRAWING INFORMATION	
N-S PROJECT NO.:	18227
FILENAME:	15-Nami Day Care DR&GR.dwg
SCALE:	AS SHOWN
SURVEYED BY:	N/A
DSSN:	MDH
DATE:	11/2024
DRWN:	SG
DATE:	11/2024
CHKD:	CC
DATE:	11/2024
QA/QC:	WDL
DATE:	11/2024

**SAFE HAVEN  
 COMPLEX PARKING EXPANSION**

ST. TAMMANY PARISH  
 MANDEVILLE, LA



**NEEL-SCHAFFER**  
 Solutions you can build upon

**NAMI DAY CENTER  
 DRAINAGE AND GRADING PLAN**

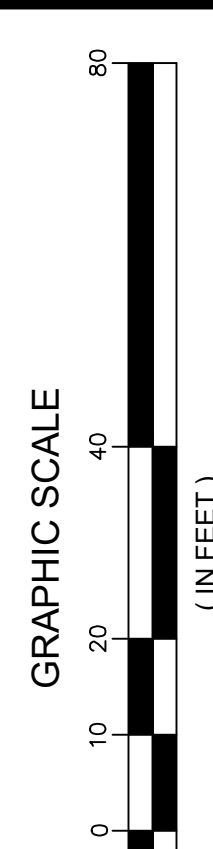
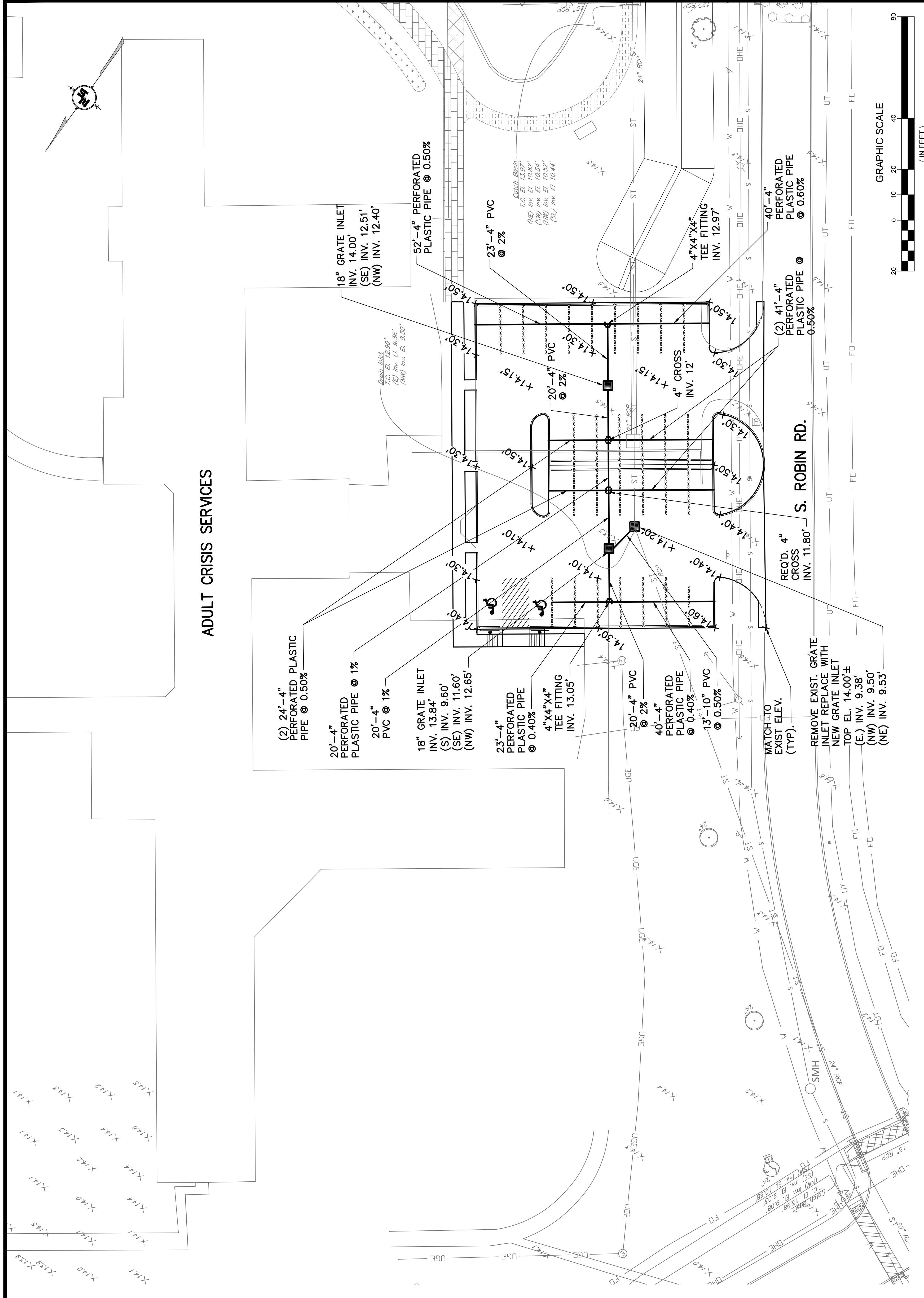
WORKING NUMBER: C2.01  
 SHEET NUMBER: 15



**PROPOSED LEGEND:**

- PROPOSED GRADING ELEVATION
- EXIST. SURFACE ELEVATION
- PROPOSED GRATE INLET
- PROPOSED DRAINAGE MANHOLE
- PROPOSED DRAINAGE PIPE
- PROPOSED DITCH CENTERLINE

ADULT CRISIS SERVICES



- NOTES:**
- PROPOSED ELEVATIONS ARE TOP OF FINISHED PAVEMENT OR PARKING SURFACE. FOR TOP OF CURB ELEVATIONS, SEE DETAILS.
  - CONTRACTOR TO VERIFY PROPOSED & EXISTING GRADES PRIOR TO CONSTRUCTION.

**NOTICE TO DRAWING HOLDER**  
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NO.	DATE	BY	REVISIONS	DESCRIPTION

DRAWING INFORMATION	
N-S PROJECT NO.:	18227
FILENAME:	16-ACS-DR&GR Plan.dwg
SCALE:	AS SHOWN
SURVEYED BY:	N/A
DGN:	MDH
DATE:	11/2024
DRWN:	SG
DATE:	11/2024
CHKD:	CC
DATE:	11/2024
QA/QC:	WDL
DATE:	11/2024

**SAFE HAVEN  
 COMPLEX PARKING EXPANSION**  
 ST. TAMMANY PARISH  
 MANDEVILLE, LA



**NEEL-SCHAFFER**  
 Solutions you can build upon

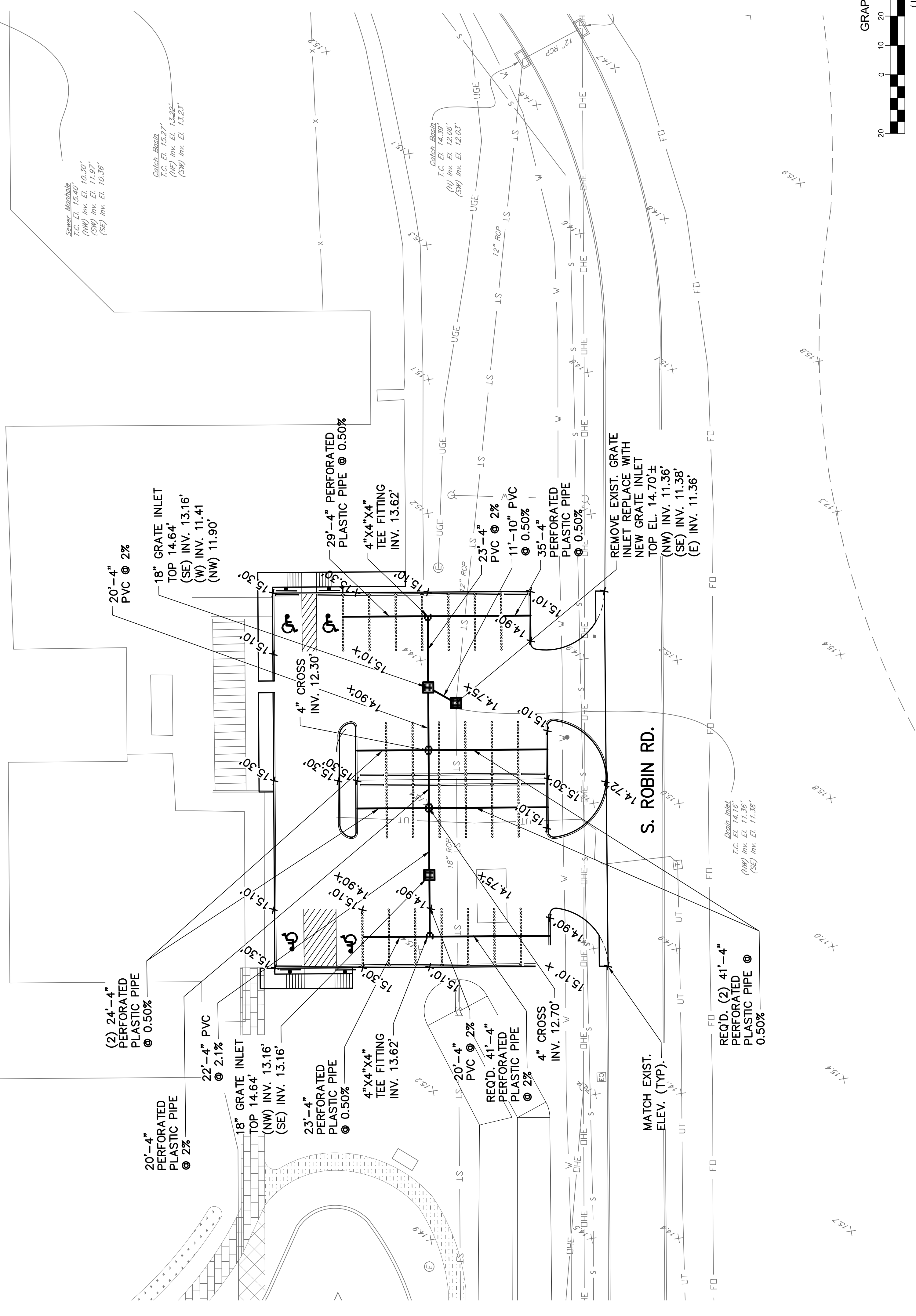
**ADULT CRISIS SERVICES  
 DRAINAGE AND GRADING PLAN**  
 WORKING NUMBER: C2.02  
 SHEET NUMBER: 16



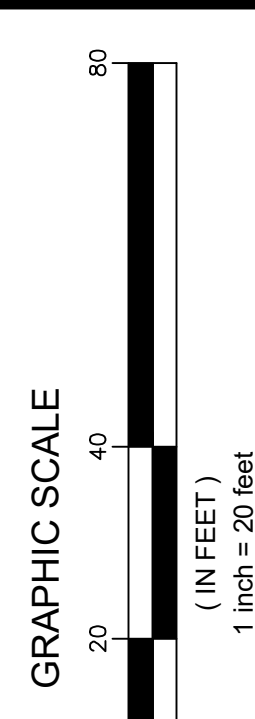
**PROPOSED LEGEND:**

- PROPOSED GRADING ELEVATION
- EXIST. SURFACE ELEVATION
- PROPOSED GRATE INLET
- PROPOSED DRAINAGE MANHOLE
- PROPOSED DRAINAGE PIPE
- PROPOSED DITCH CENTERLINE

**FLORIDA PARISHES HUMAN SERVICES**



- NOTES:**
- PROPOSED ELEVATIONS ARE TOP OF FINISHED PAVEMENT OR PARKING SURFACE, FOR TOP OF CURB ELEVATIONS, SEE DETAILS.
  - CONTRACTOR TO VERIFY PROPOSED & EXISTING GRADES PRIOR TO CONSTRUCTION.



**NOTICE TO DRAWING HOLDER**  
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NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N-S PROJECT NO.:	18227
FILENAME:	17-FPHS-DR&GR Plan.dwg
SCALE:	
SURVEYED BY:	N/A
DSGN:	WDH
DATE:	11/2024
DRWN:	SG
DATE:	11/2024
CHKD:	CC
DATE:	11/2024
QA/QC:	WDL
DATE:	11/2024

**SAFE HAVEN  
 COMPLEX PARKING EXPANSION**

ST. TAMMANY PARISH  
 MANDEVILLE, LA



**FL PARISHES HUMAN SERVICES  
 DRAINAGE AND GRADING PLAN**

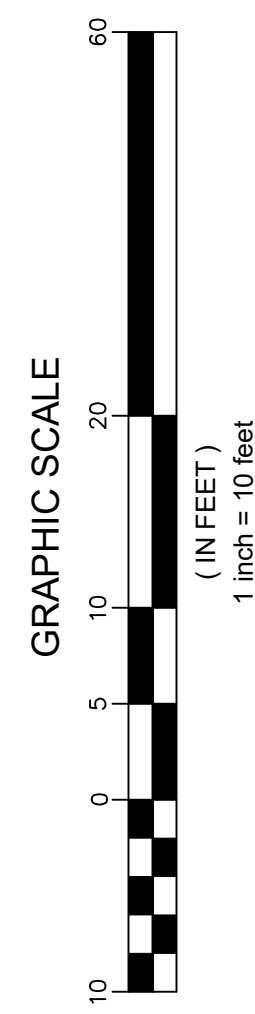
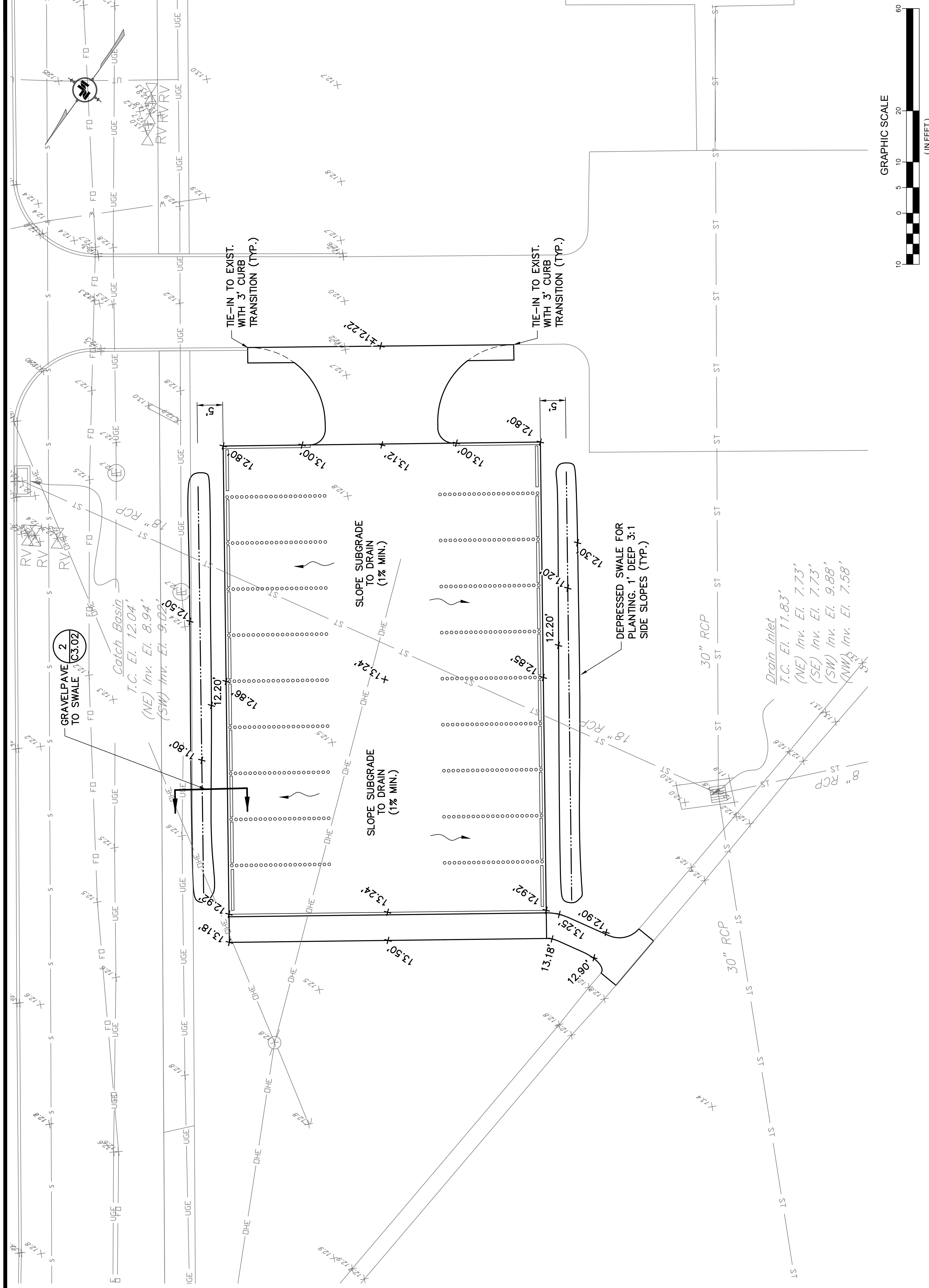
WORKING NUMBER:  
**C2.03**

SHEET NUMBER:  
**17**



**PROPOSED LEGEND:**

- PROPOSED GRADING ELEVATION
- EXIST. SURFACE ELEVATION
- PROPOSED GRATE INLET
- PROPOSED DRAINAGE MANHOLE
- PROPOSED DRAINAGE PIPE
- PROPOSED DITCH CENTERLINE



- NOTES:**
- PROPOSED ELEVATIONS ARE TOP OF FINISHED PAVEMENT OR PARKING SURFACE, FOR TOP OF CURB ELEVATIONS, SEE DETAILS.
  - DEPRESSED SWALES BACK BANK SHALL BE A MIN. 4" LOWER THAN FINISHED PARKING ELEVATION.
  - CONTRACTOR TO VERIFY PROPOSED & EXISTING GRADES PRIOR TO CONSTRUCTION.

**NOTICE TO DRAWING HOLDER**  
 NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N-S PROJECT NO.:	18227
FILENAME:	18-ECD-DR&GR Plan.dwg
SCALE:	AS SHOWN
SURVEYED BY:	N/A
DRAWN:	WDH
DATE:	11/2024
CHKD:	CC
DATE:	11/2024
QA/QC:	WDL
DATE:	11/2024

**SAFE HAVEN  
 COMPLEX PARKING EXPANSION**  
 ST. TAMMANY PARISH  
 MANDEVILLE, LA

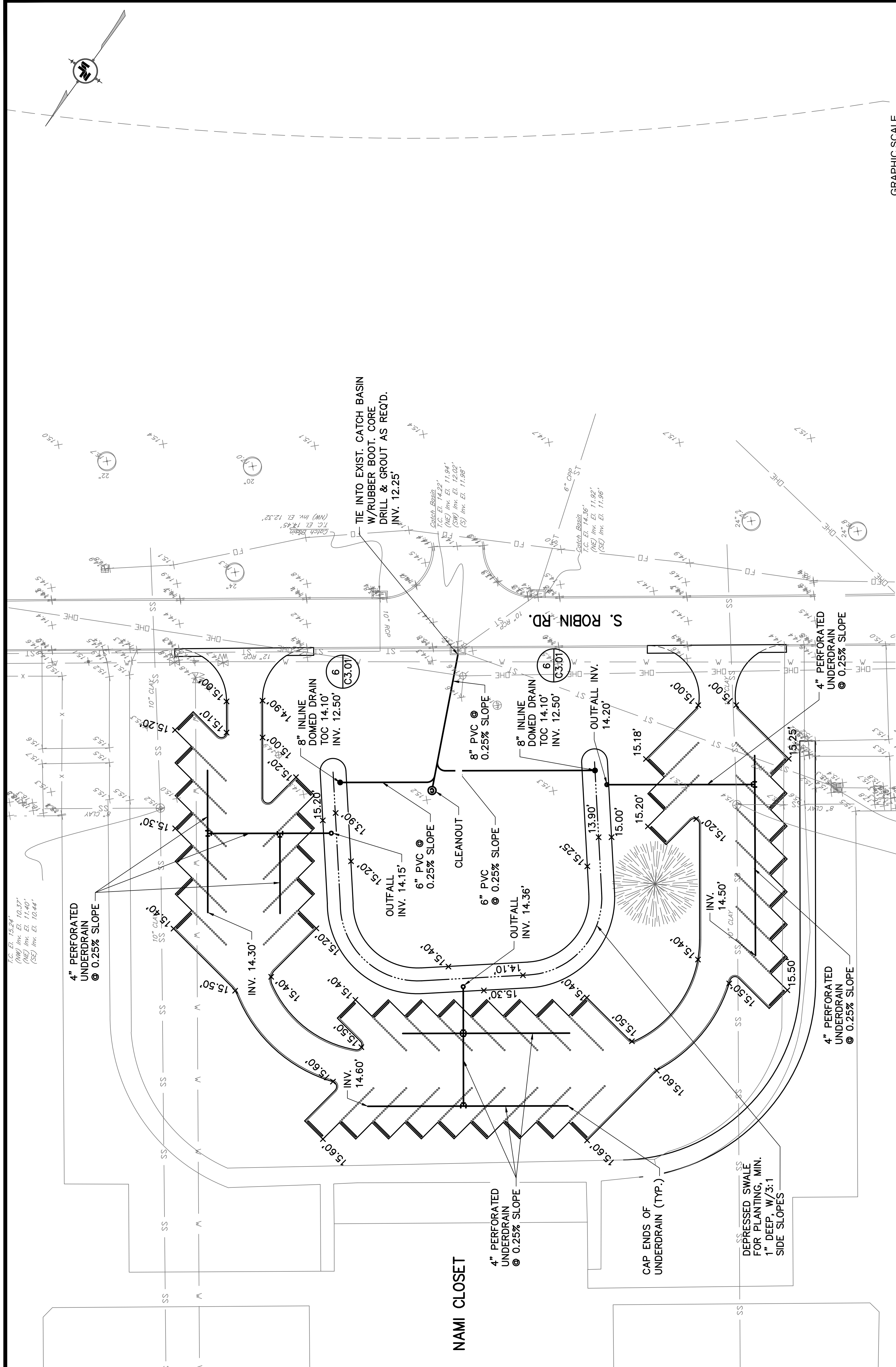
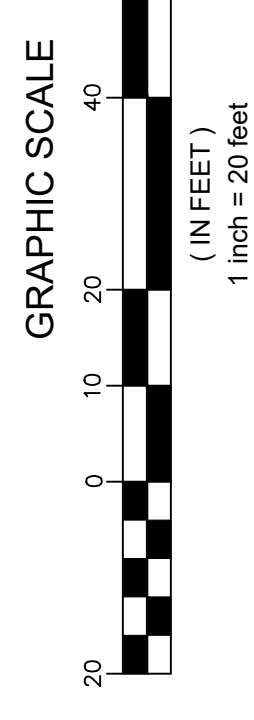


**EARLY CHILDHOOD  
 DEVELOPMENT CENTER  
 DRAINAGE AND GRADING PLAN**  
 WORKING NUMBER: C2.04  
 SHEET NUMBER: 18



**PROPOSED LEGEND:**

- PROPOSED GRADING ELEVATION
- EXIST. SURFACE ELEVATION
- PROPOSED GRATE INLET
- PROPOSED DRAINAGE MANHOLE
- PROPOSED DRAINAGE PIPE
- PROPOSED DITCH CENTERLINE



- NOTES:**
- PROPOSED ELEVATIONS ARE TOP OF FINISHED PAVEMENT OR PARKING SURFACE. FOR TOP OF CURB ELEVATIONS, SEE DETAILS.
  - CONTRACTOR TO VERIFY PROPOSED & EXISTING GRADES PRIOR TO CONSTRUCTION.

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NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
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FILENAME:	19-Nami Closet DR&GR.dwg
SCALE:	AS SHOWN
SURVEYED BY:	N/A
DSGN:	WDH
DATE:	11/2024
DRWN:	SG
DATE:	11/2024
CHKD:	CC
DATE:	11/2024
QA/QC:	WDL
DATE:	11/2024

**SAFE HAVEN  
 COMPLEX PARKING EXPANSION**

ST. TAMMANY PARISH  
 MANDEVILLE, LA



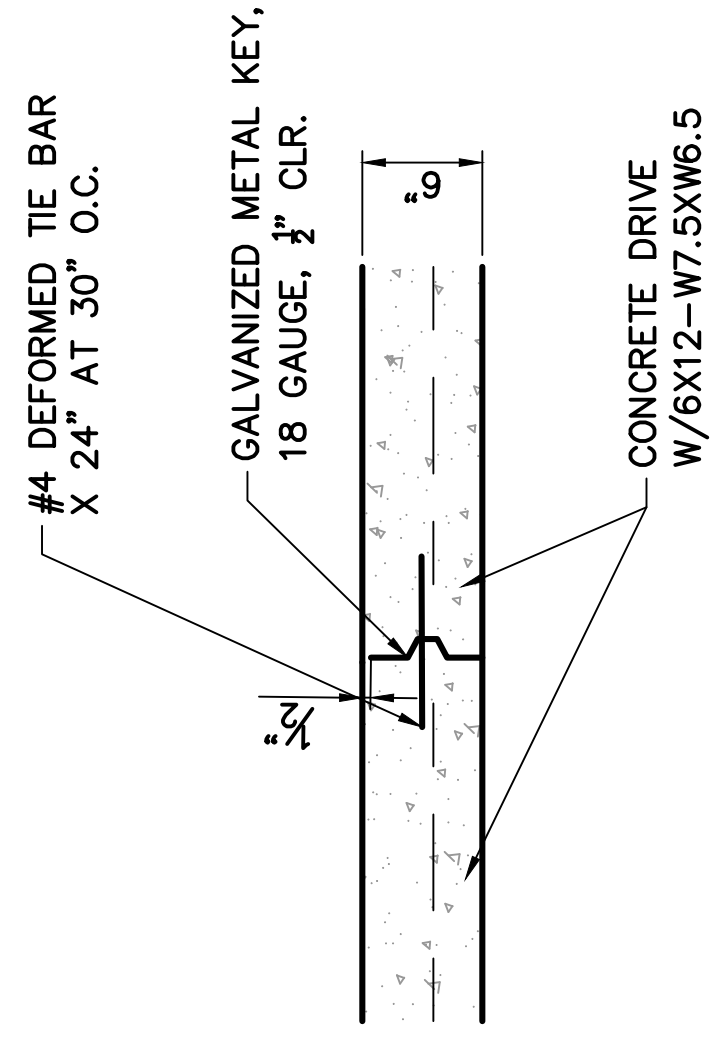
**NEEL-SCHAFFER**  
 Solutions you can build upon

**NAMI CLOSET  
 PROPOSED DRAINAGE  
 AND GRADING PLAN**

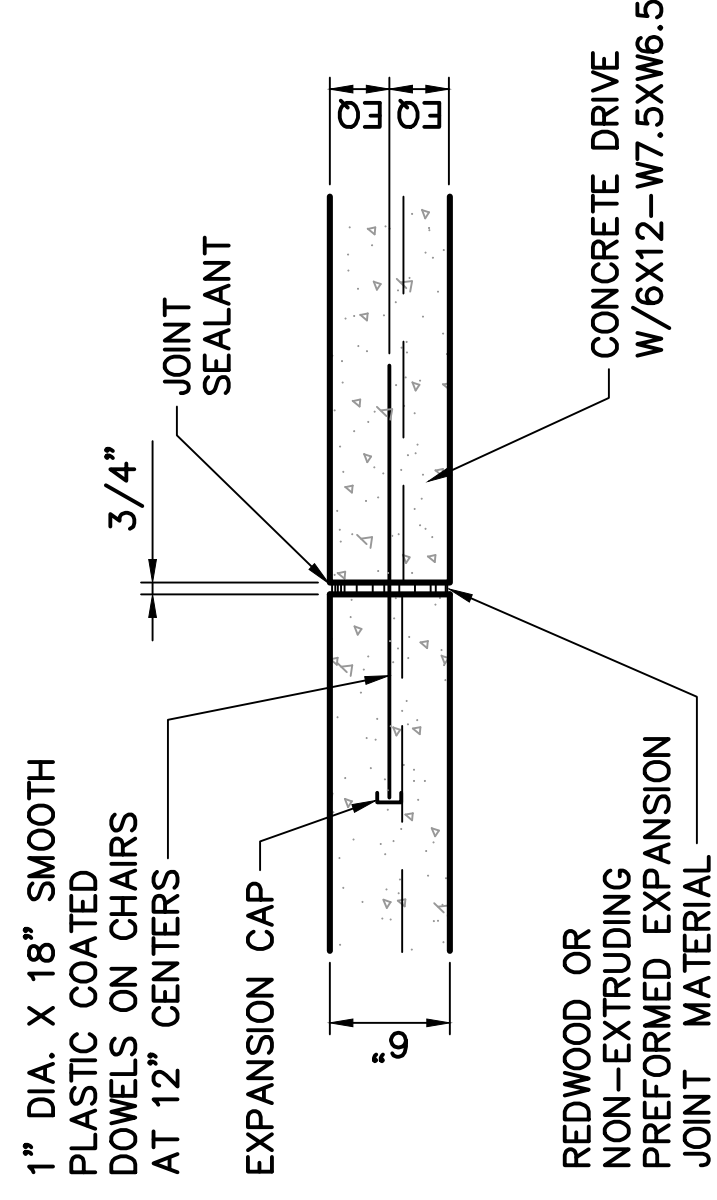
WORKING NUMBER:  
**C2.05**

SHEET NUMBER:  
**19**

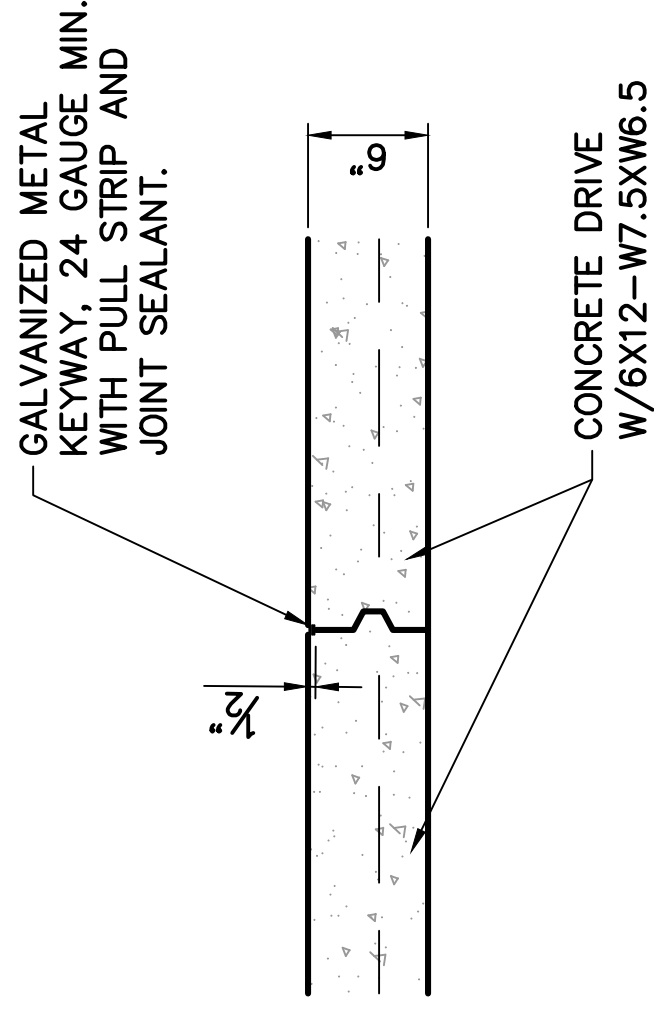




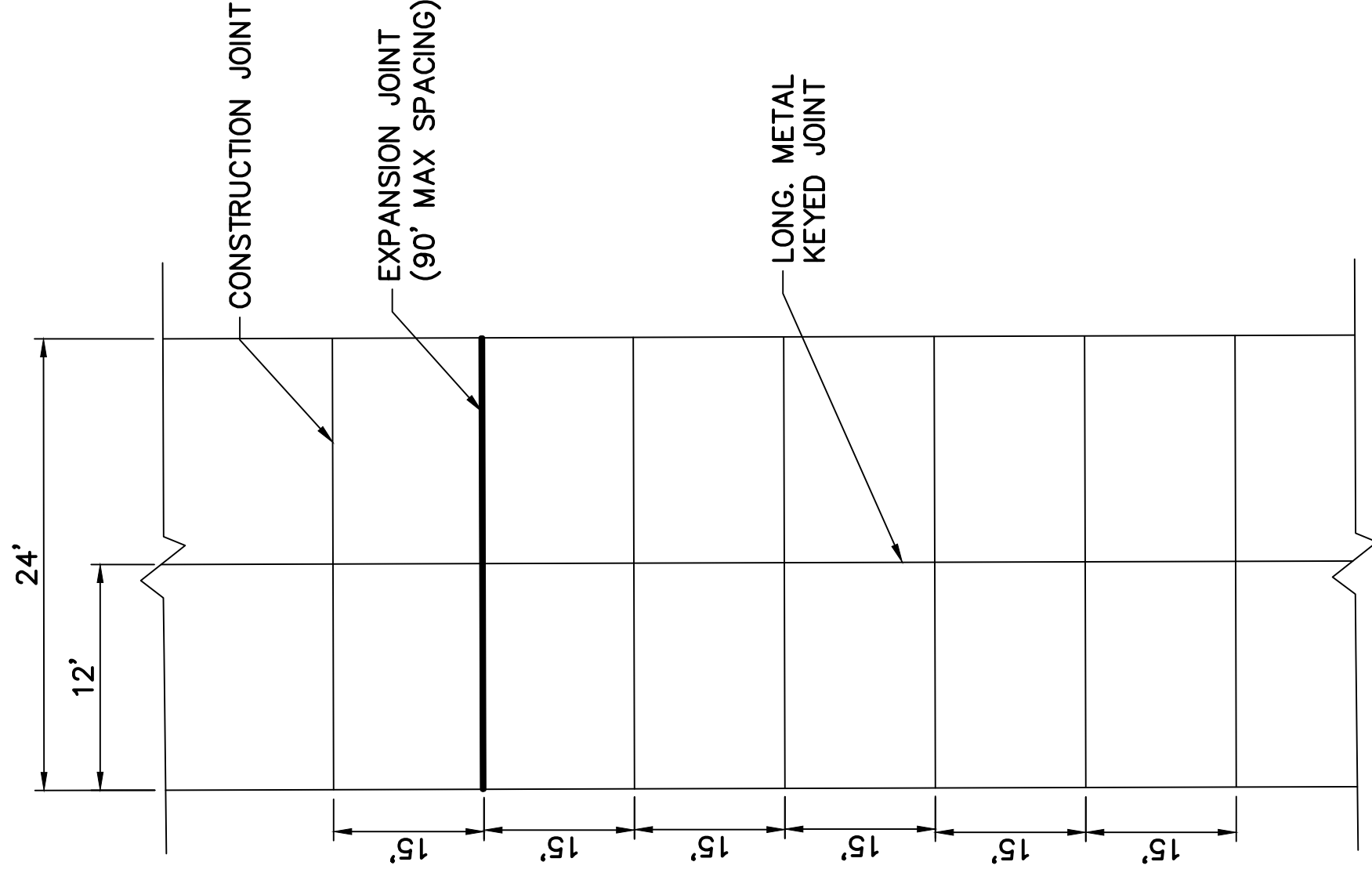
**LONGITUDINAL METAL KEYED JOINT**  
SCALE: 1 1/2" = 1'-0"



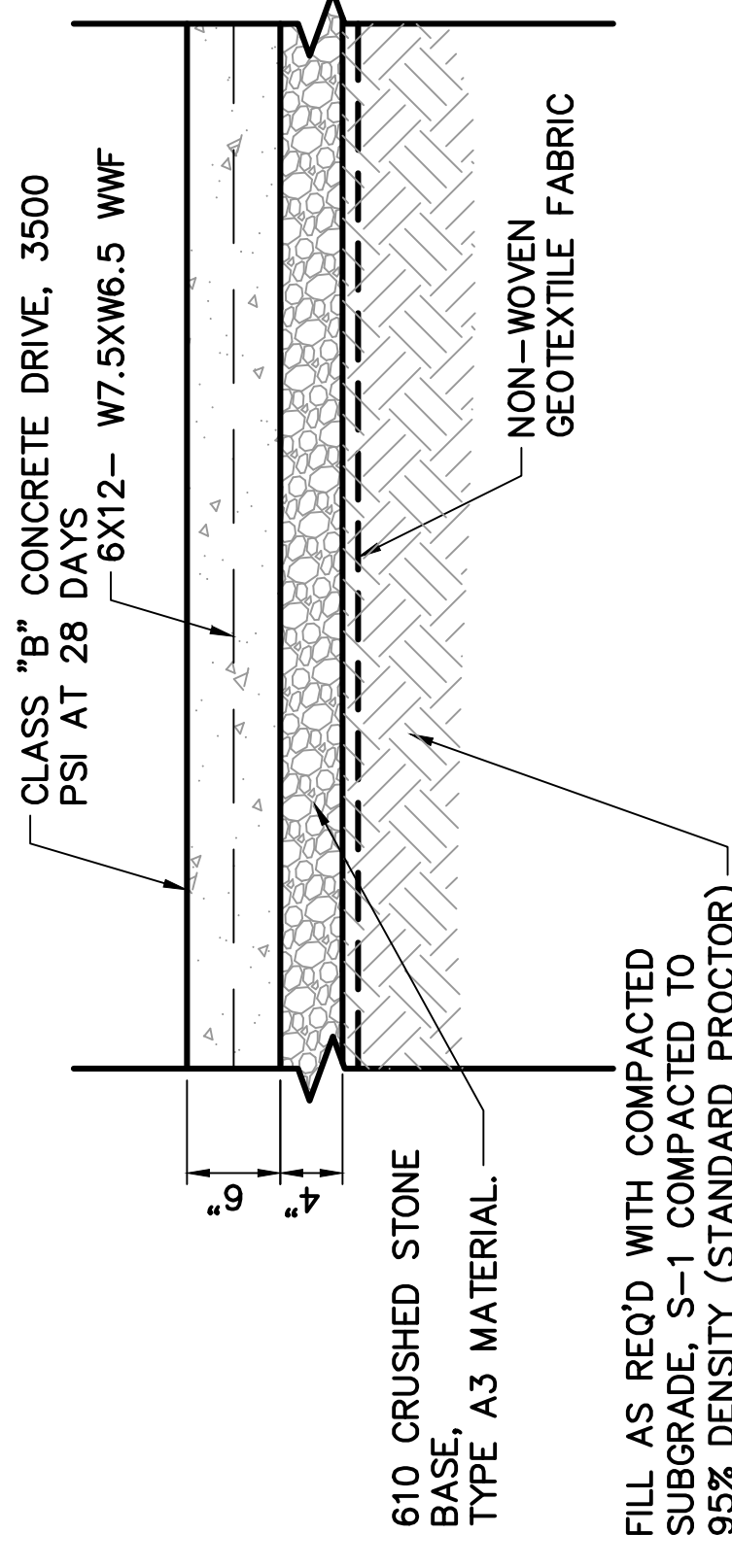
**EXPANSION JOINT**  
90' MAX SPACING  
SCALE: 1 1/2" = 1'-0"



**CONTRACTION JOINT**  
15' MAX SPACING  
SCALE: 1 1/2" = 1'-0"



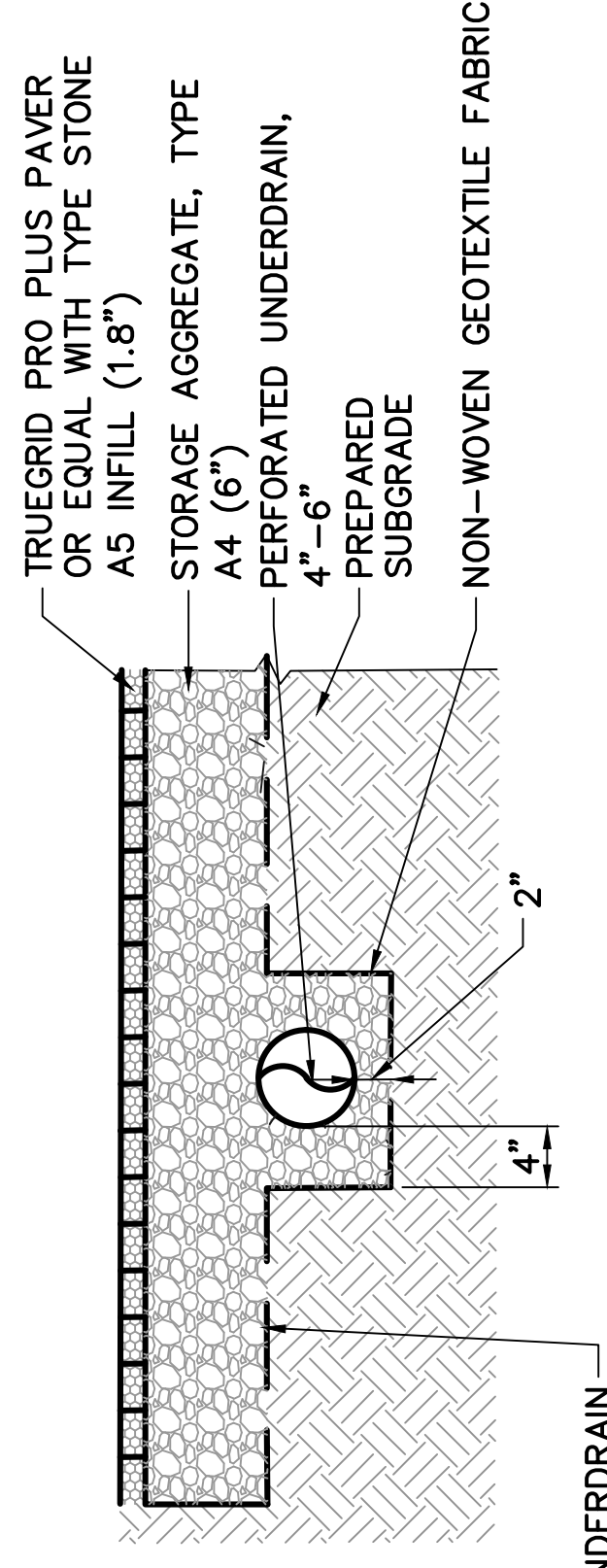
**TYPICAL DRIVE JOINT LAYOUT**  
N.T.S.



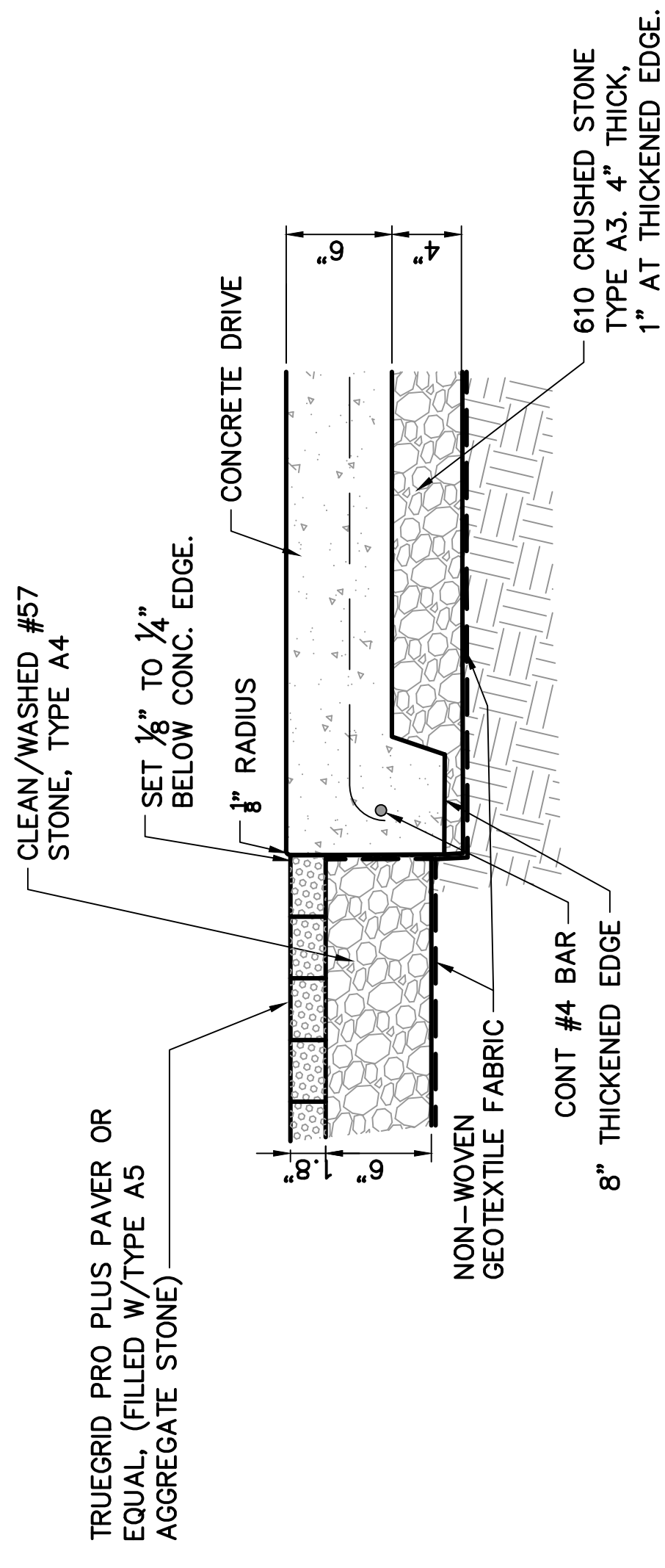
**CONCRETE PERMEABLE SYSTEM**  
SCALE: 1" = 1'-0"

**GRAVELPAVE PERMEABLE SYSTEM**

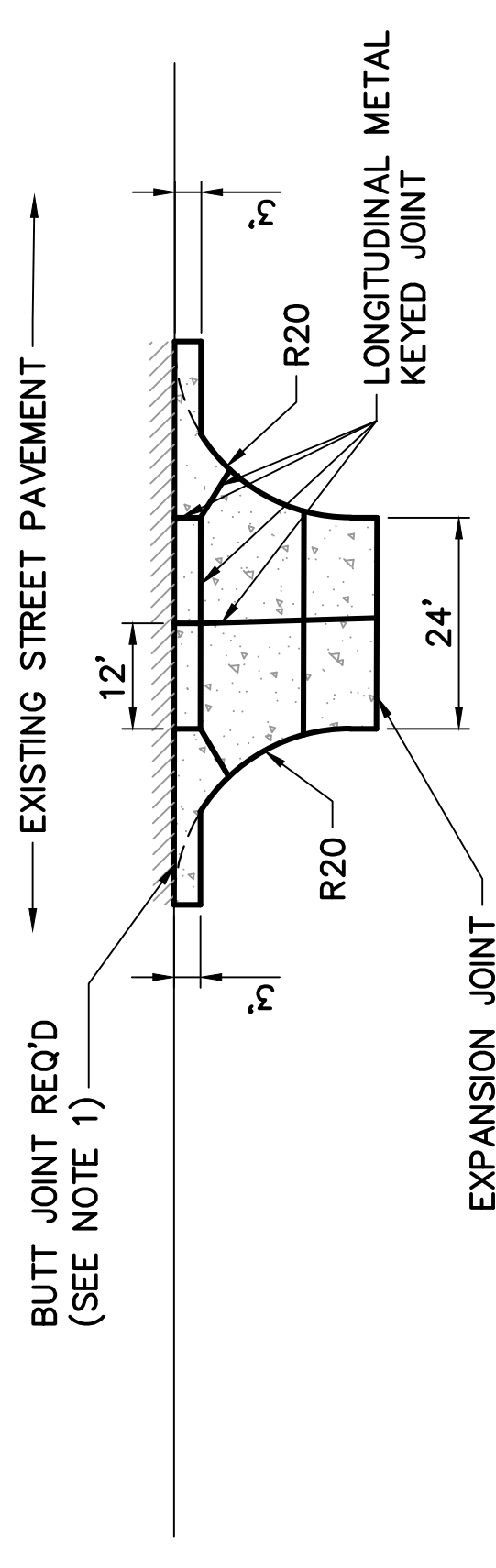
- NOTES:
- BASIS OF DESIGN AND PRE-APPROVED EQUAL TRUEGRID PAVER PRO GRID SYSTEM.
  - GRID SYSTEM MUST HAVE PARKING DELINEATORS THAT ARE COMPATIBLE W/ 90" AND 45" PARKING STALLS.
  - GRID SYSTEM MUST BE RATED FOR H-20/ HS-20.



**GRAVELPAVE SECTION**  
N.T.S.



**CONCRETE DRIVE AT GRAVELPAVE**  
SCALE: 1 1/2" = 1'-0"



**STANDARD DRIVEWAY CONNECTION**  
SCALE: 1" = 20'-0"

- BUTT JOINTS TO USE DEFORMED TIE BARS 1/2" X 24" O.C. INSTALL BY DRILLING HOLES 1/8" LARGER THAN DIAMETER OF BAR TO DEPTH OF 15". FILL HOLES WITH EPOXY PRIOR TO INSERTING.

**NOTICE TO DRAWING HOLDER**  
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NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N-S PROJECT NO.:	18227
FILENAME:	20-21-22-Civil Details.dwg
SCALE:	
SURVEYED BY:	N/A
DSGN:	MDH
DATE:	11/2024
DRWN:	SG
DATE:	11/2024
CHKD:	CC
DATE:	11/2024
QA/QC:	WDL
DATE:	11/2024

**SAFE HAVEN  
COMPLEX PARKING EXPANSION**

ST. TAMMANY PARISH  
MANDEVILLE, LA



CIVIL DETAILS

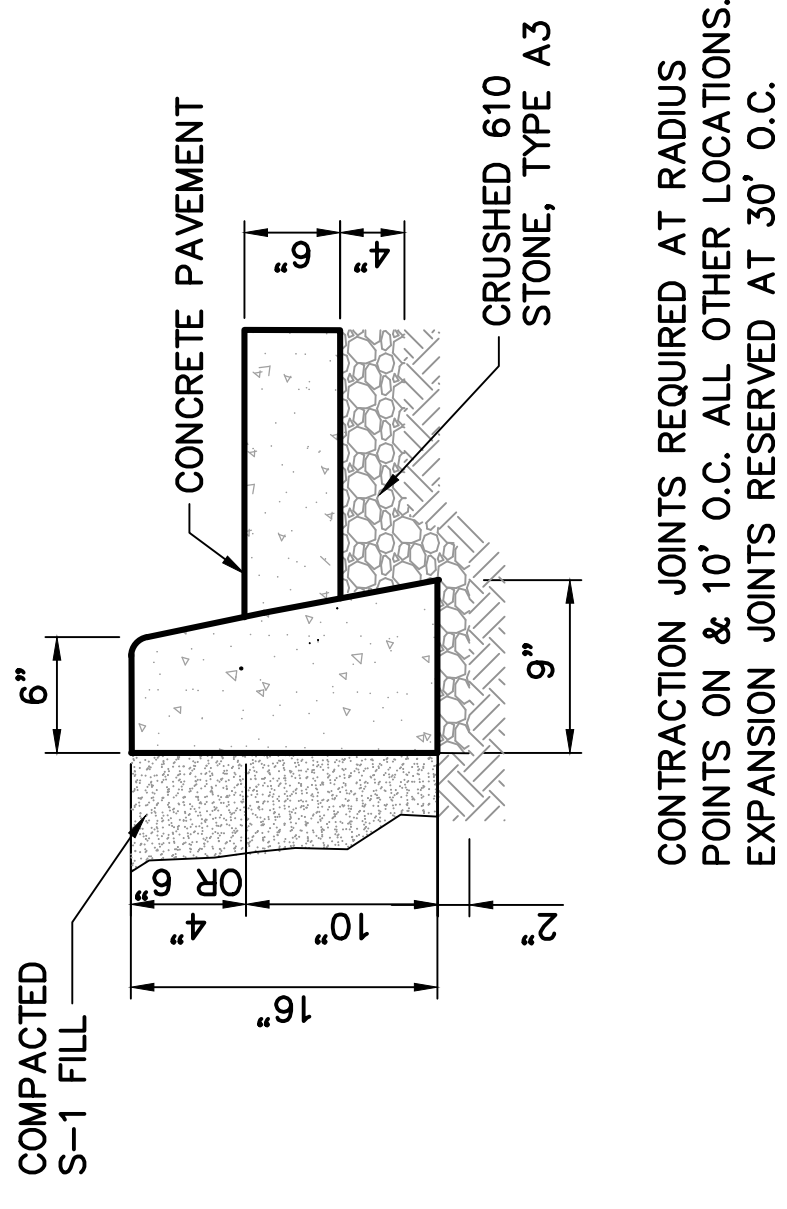
WORKING NUMBER:  
C3.00

SHEET NUMBER:  
20



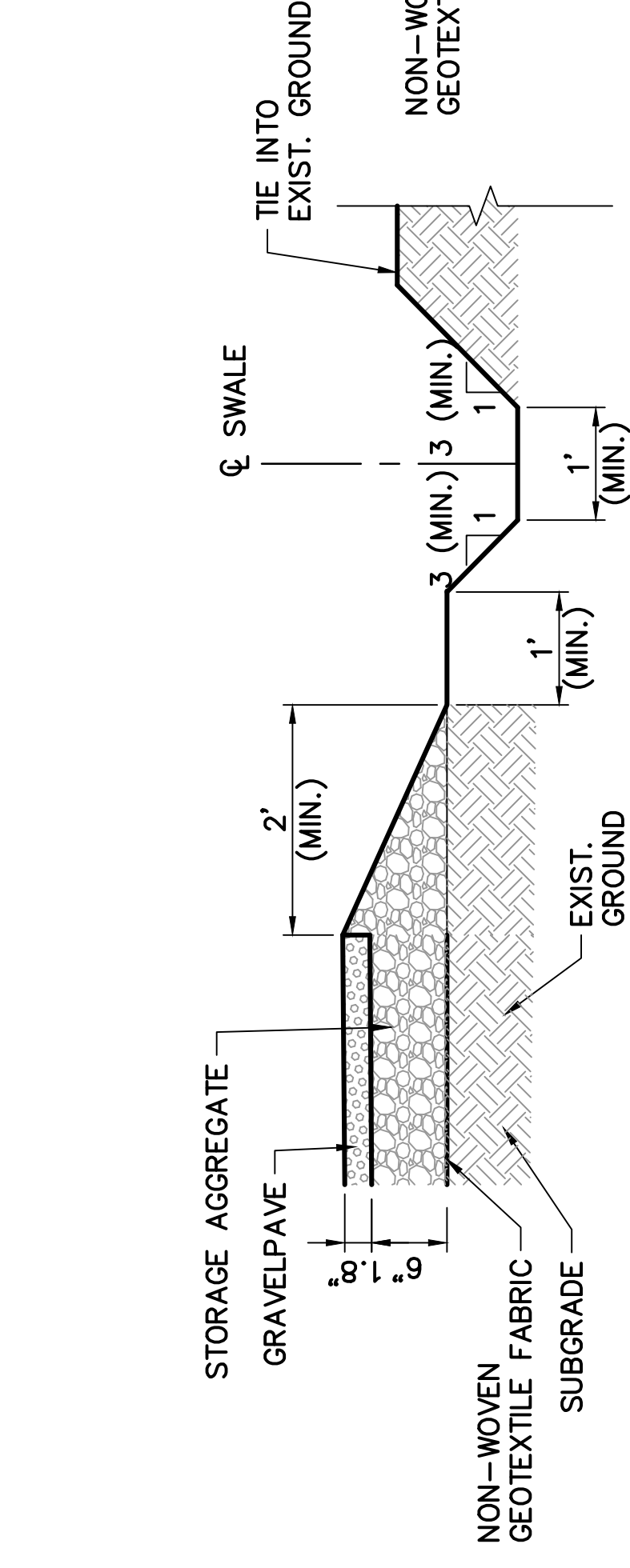




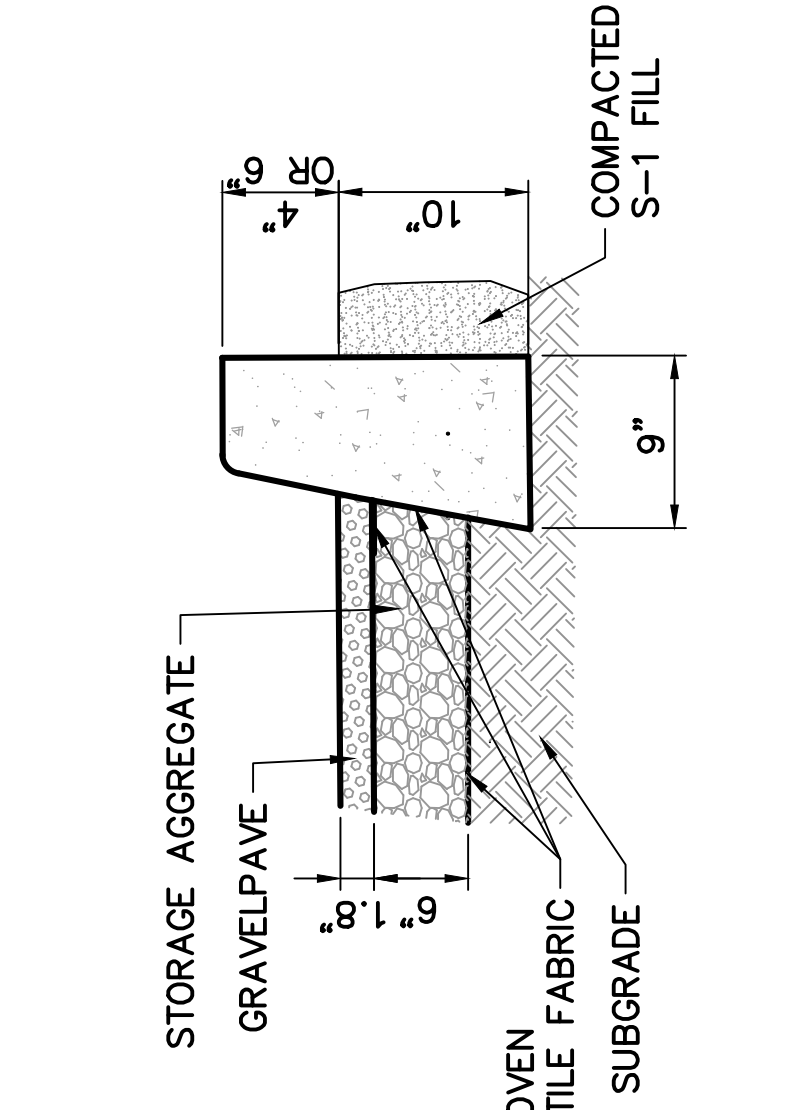


CONTRACTION JOINTS REQUIRED AT RADIUS POINTS ON & 10' O.C. ALL OTHER LOCATIONS. EXPANSION JOINTS RESERVED AT 30' O.C.

**1**  
4" OR 6" CURB DETAIL  
N.T.S. C3.02

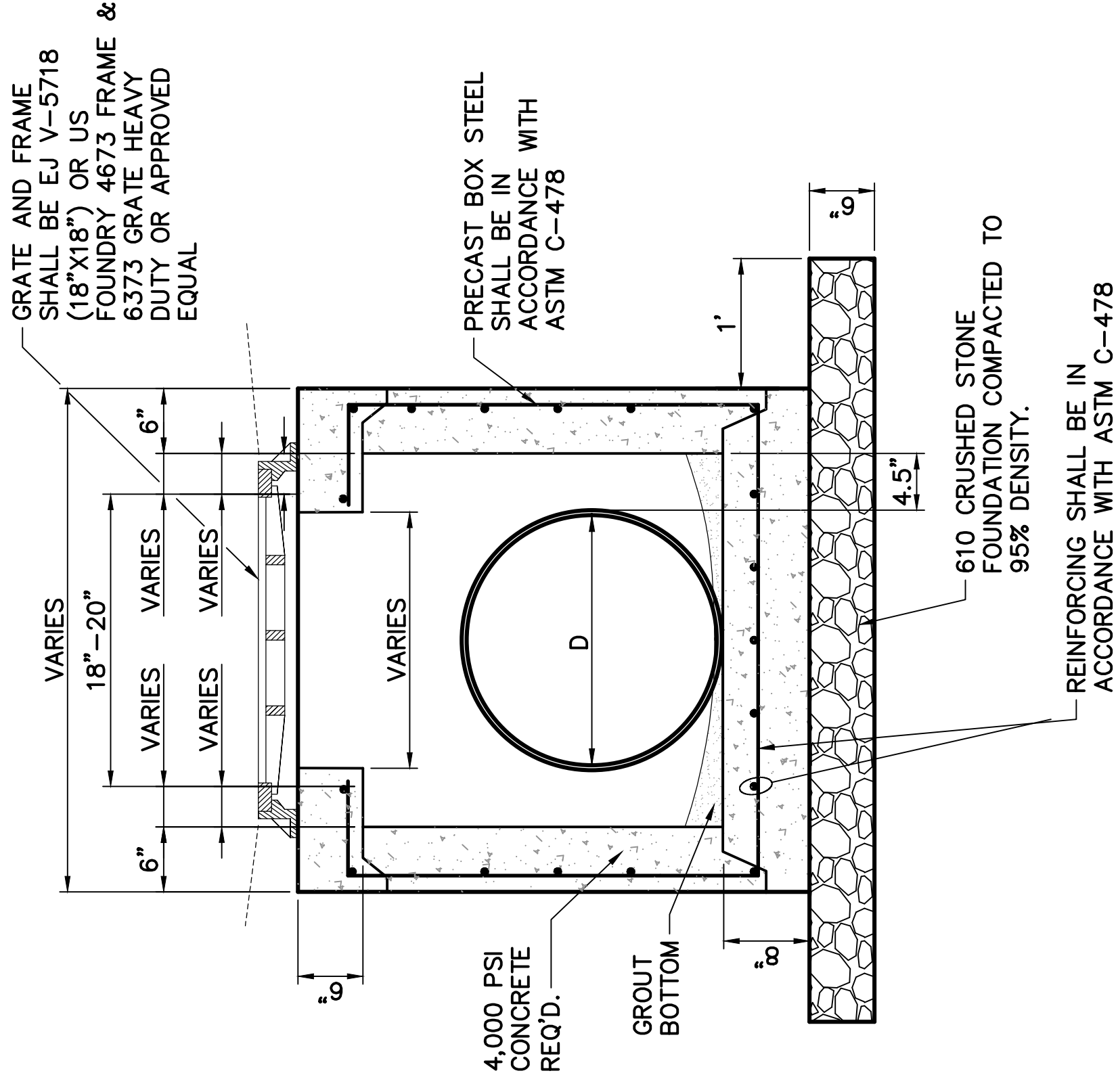


**2**  
GRAVELPAVE TO SWALE  
N.T.S. C3.02

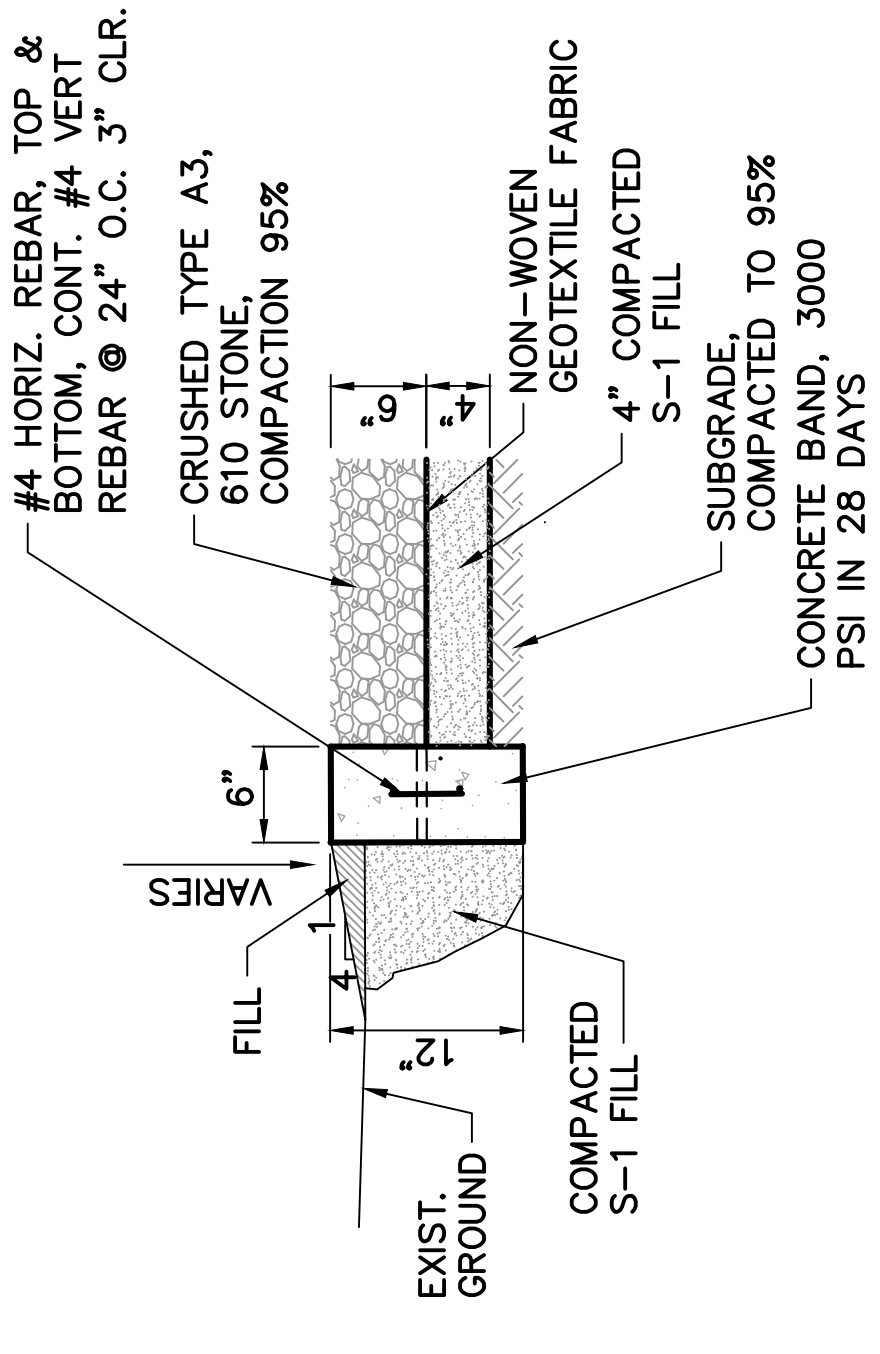


**3**  
GRAVELPAVE TO HEADER CURB  
N.T.S. C3.02

**4**  
GRATE INLET DETAIL  
N.T.S. C3.02

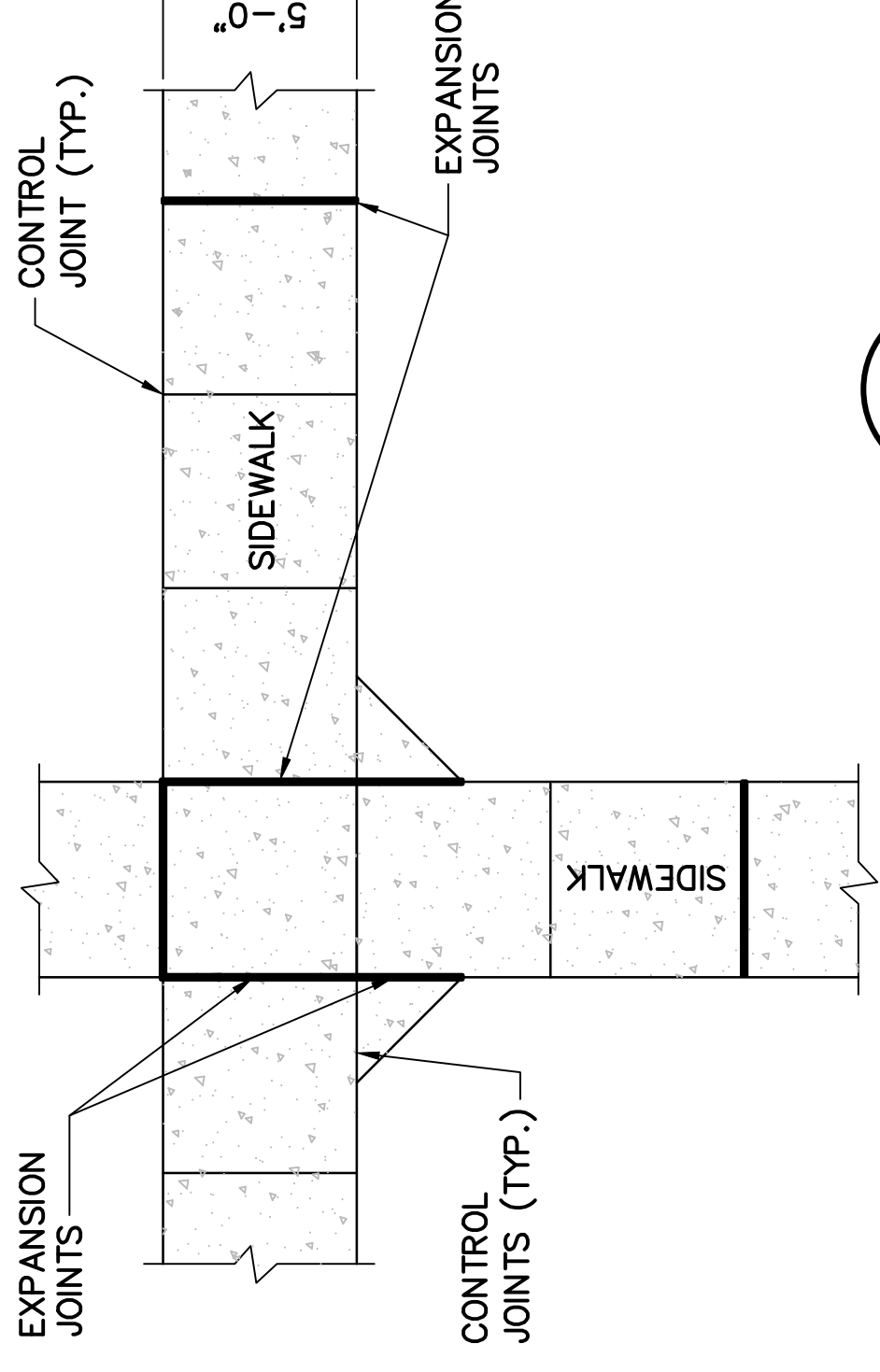


**SECTION A-A**

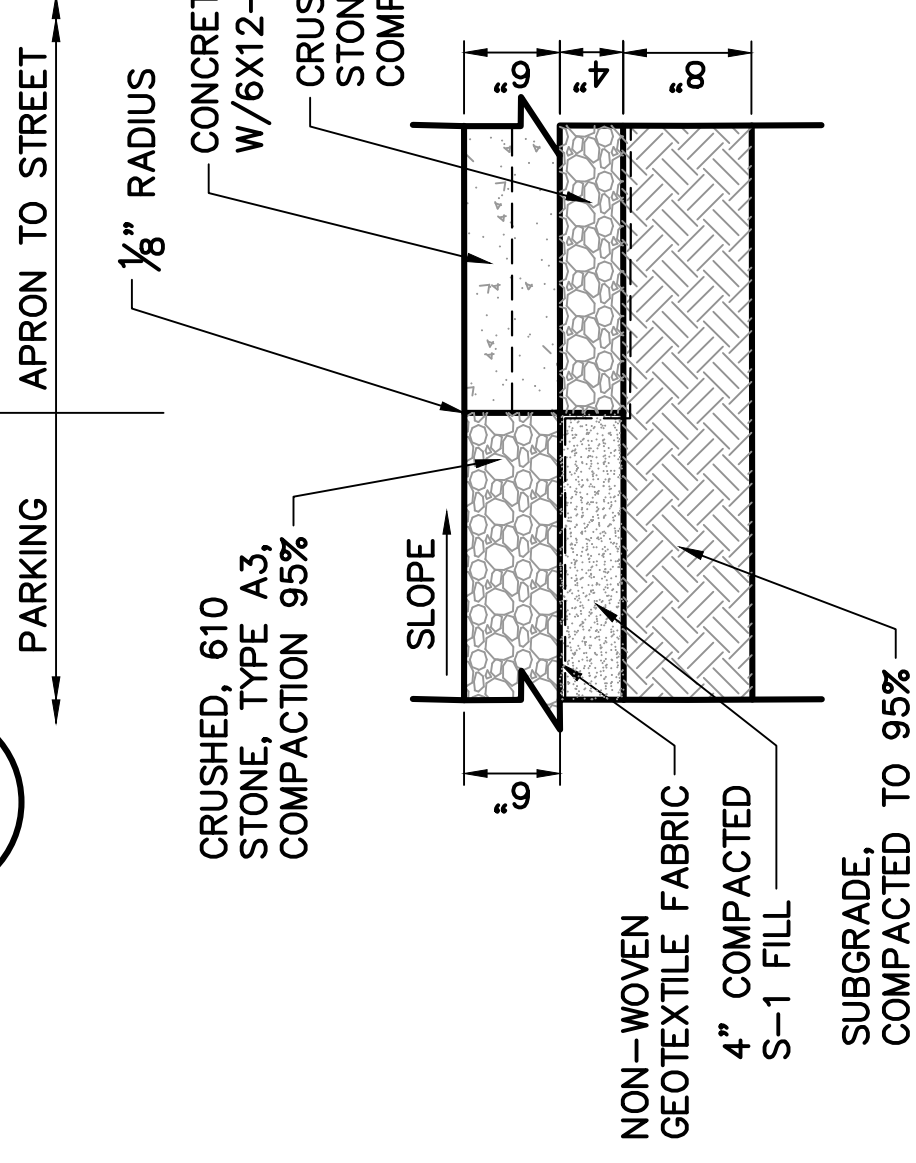


- CONTRACTION JOINTS REQUIRED AT RADIUS POINTS & 10' O.C. ALL OTHER LOCATIONS. EXPANSION JOINTS REQUIRED AT 30' O.C.
- INSTALL 1.5\" WEEP HOLES AT 5' O.C.
- SAME BAND DETAIL FOR GRAVELPAVE INTERFACE

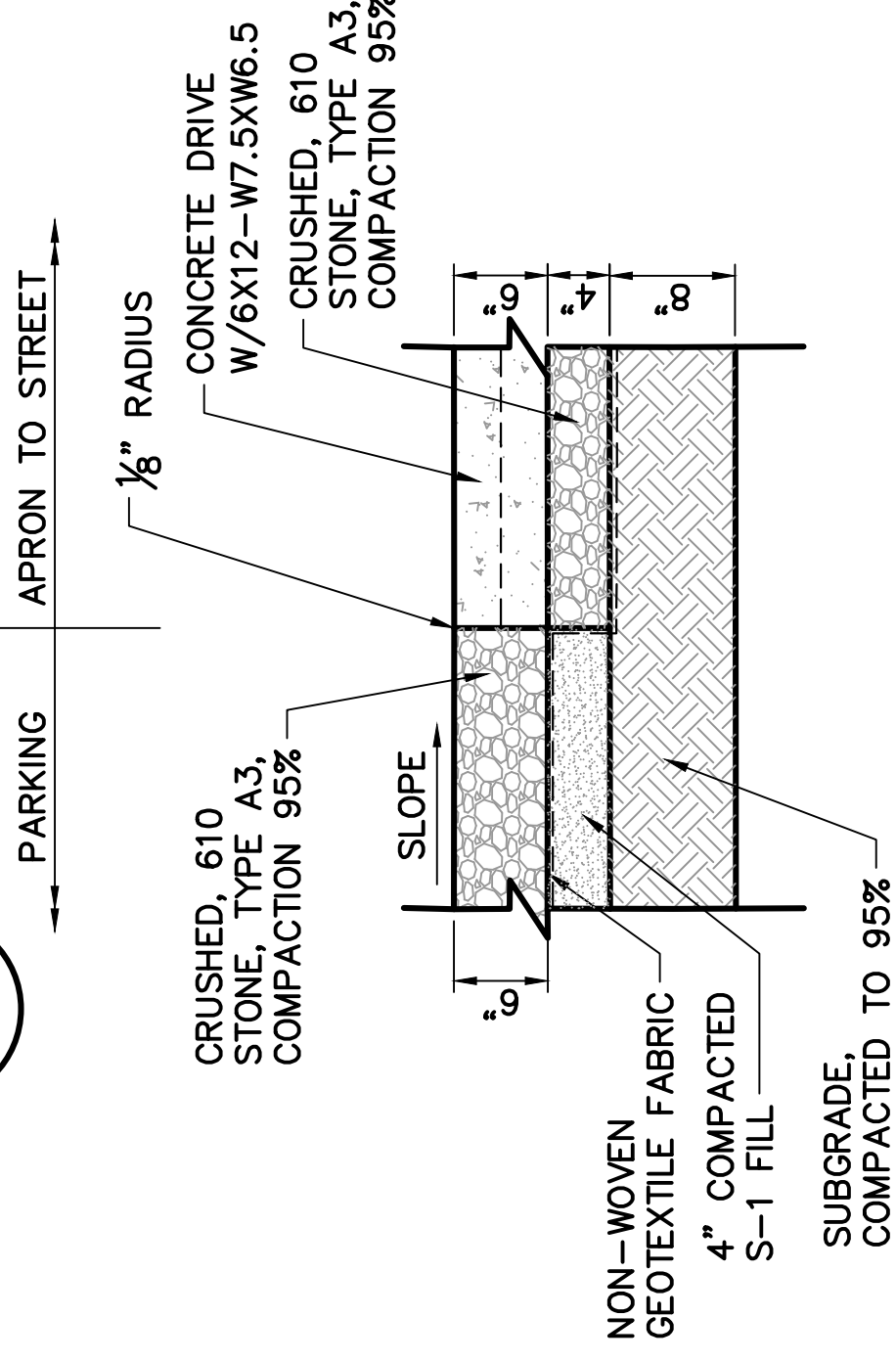
**5**  
CONCRETE BAND  
N.T.S. C3.02



**6**  
TYPICAL SIDEWALK PLAN  
N.T.S. C3.02



**7**  
CONCRETE APRON TO GRAVEL  
N.T.S. C3.02



**8**  
GRAVELPAVE TO LANDSCAPE  
N.T.S. C3.02

**SIDEWALK PAVEMENT NOTES**

- WWF-6\"X6\" 2.9/2.9 IS TO BE USED FOR SIDEWALKS.
- FABRIC REINFORCEMENT TO BE PLACED IN SLAB 2\" CLEAR FROM THE TOP OF THE CONCRETE PAVEMENT.
- ALL LAPS SHALL BE TIED.
- CONCRETE SHALL BE POURED CONTINUOUSLY BETWEEN CONSTRUCTION JOINTS.
- SAW CONTROL JOINTS 1\" DEEP AT INTERVALS EQUAL TO SIDEWALK WIDTH.
- PLACE EXPANSION JOINTS NOT TO EXCEED 30'. AT CHANGES DIRECTION, AT INTERFACES WITH CONCRETE SLABS, AND WHERE NOTED ON DRAWINGS. EXPANSION JOINTS SHALL BE CONSTRUCTED OF 1/2\" PREMOLDED EXPANSION MATERIAL.
- ANY SIDEWALK OR ACCESSIBLE ROUTE THAT IS NOT AT A LEVEL ELEVATION AT ITS INTERSECTION WITH A DRIVEWAY OR STREET WILL BE REQUIRED TO INSTALL A CURB RAMP AT A MAXIMUM SLOPE OF 1:12 WITH A MAXIMUM RISE OF 30\" AND A LEVEL STRAIGHT SEGMENT OF 48\".
- SIDEWALK TO BE MIN. 3,000 PSI CONCRETE IN 28 DAYS AND A MINIMUM THICKNESS OF 4\" UNLESS SHOWN OTHERWISE.
- REMOVE ALL TOPSOIL VEGETATION, WOOD, LARGE ROCKS AND ALL SOFT YIELDING MATERIAL THAT WILL NOT COMPACT READILY. ~~SMALLER~~ FILL WITH SUITABLE MATERIALS THAT WILL PROVIDE A UNIFORM SURFACE.

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NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N-S PROJECT NO.:	18227
FILENAME:	20-21-22-Civil Details.dwg
SCALE:	
SURVEYED BY:	N/A
DSGN:	WDH
DATE:	11/2024
DRWN:	SG
DATE:	11/2024
CHKD:	CC
DATE:	11/2024
QA/QC:	WDL
DATE:	11/2024

**SAFE HAVEN  
COMPLEX PARKING EXPANSION**

ST. TAMMANY PARISH  
MANDEVILLE, LA

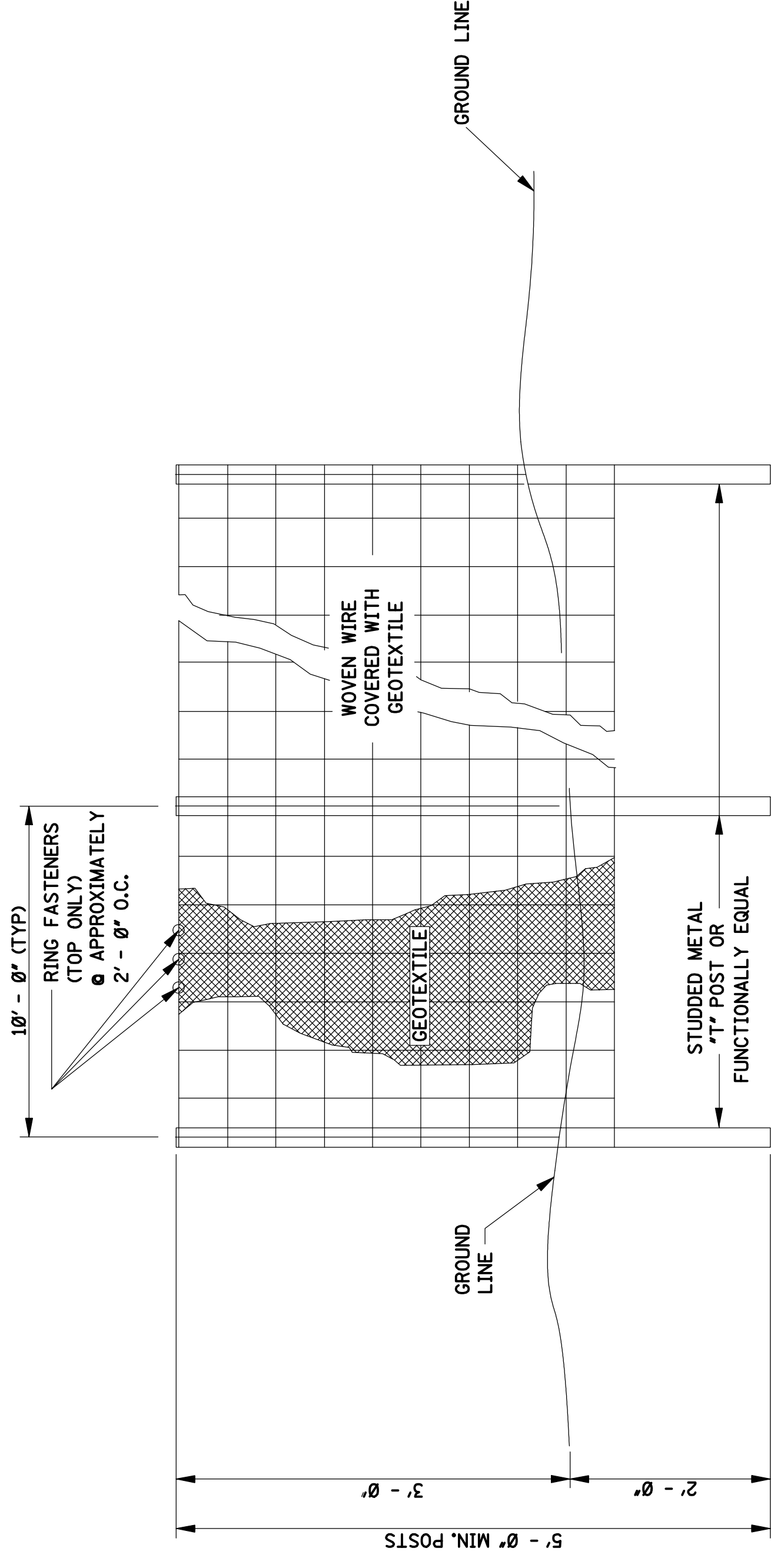


CIVIL DETAILS

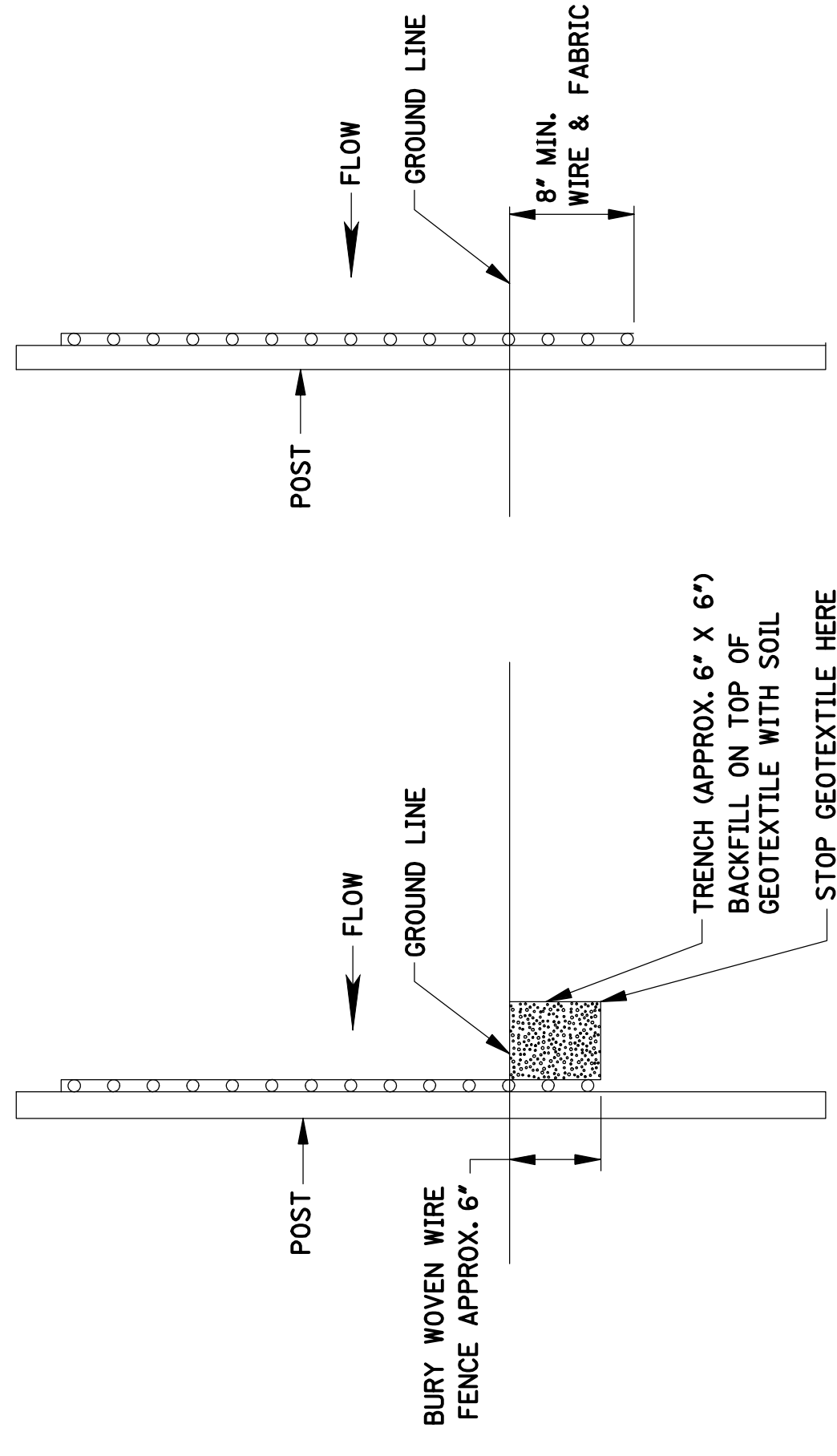
WORKING NUMBER:  
C3.02

SHEET NUMBER:  
22

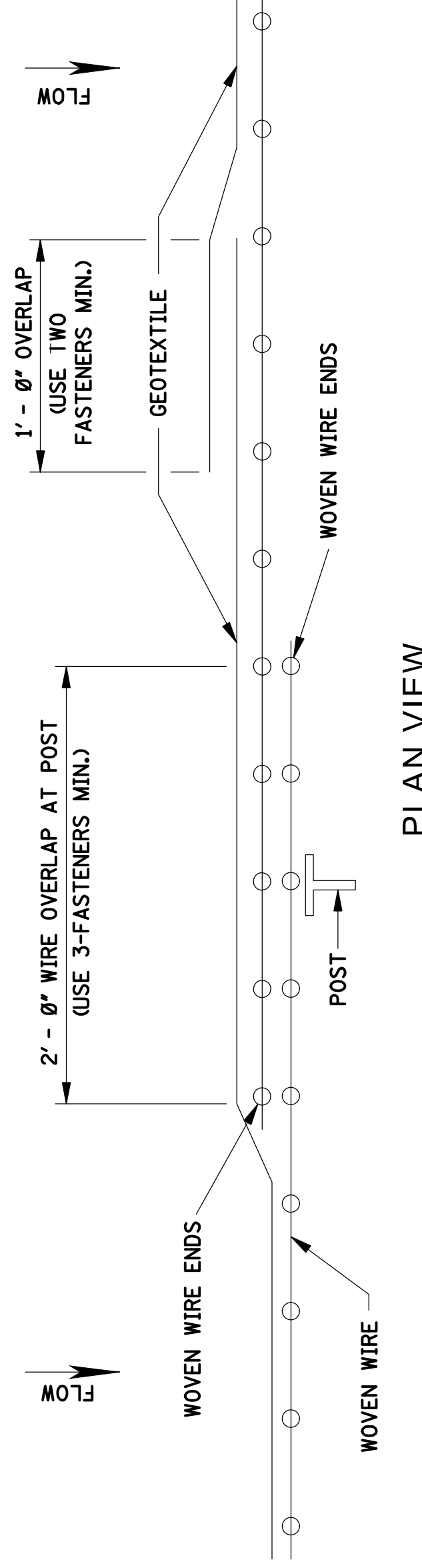




ELEVATION VIEW

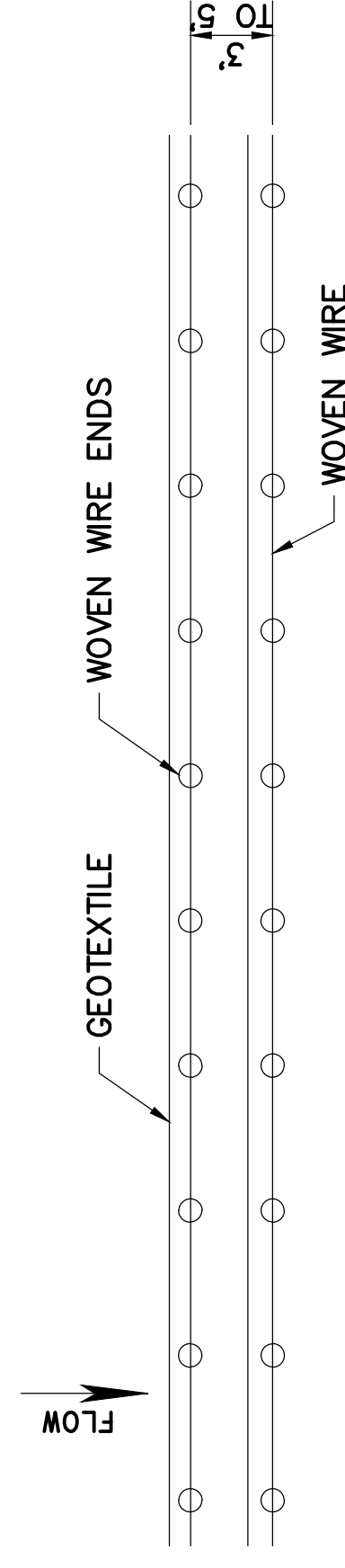


METHOD I  
METHOD II  
MECHANICAL INSTALLATION  
SIDE VIEW



PLAN VIEW

REQUIRED LAPPING



\* DOUBLE SILT FENCE PLAN VIEW

GENERAL NOTES:

1. SILT FENCES SHOULD BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHOULD BE ERRECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STEAMS AND CHANNELS.
3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
4. WHENEVER POSSIBLE SILT FENCE SHOULD BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AN FACILITATES SEDIMENTATION.
5. THE CONTRACTOR MAY ELECT TO USE EITHER METHOD I OR METHOD II. COST TO BE LINEAR FEET OF SILT FENCE.
6. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF DETAIL.
7. WIRE SHALL BE A MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
8. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATION MAY BE USED WITHOUT WIRE FENCE.

\* DOUBLE SILT FENCE REQ'D. WHEN 50' BUFFER BETWEEN CONSTRUCTION ZONE & WETLAND CANNOT BE ACHIEVED

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REVISIONS	
NO.	DESCRIPTION

DRAWING INFORMATION	
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FILENAME:	23-Erosion Control Details.dwg
SCALE:	
SURVEYED BY:	N/A
DSGN:	WDH
DATE:	11/2024
DRWN:	SG
DATE:	11/2024
CHKD:	CC
DATE:	11/2024
QA/QC:	WDL
DATE:	11/2024

SAFE HAVEN  
COMPLEX PARKING EXPANSION

ST. TAMMANY PARISH  
MANDEVILLE, LA



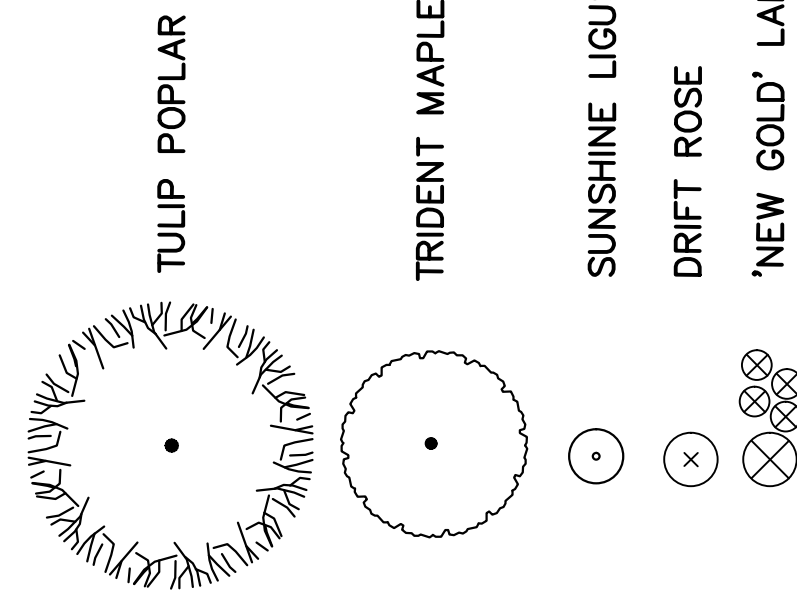
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WORKING NUMBER:  
C3.03

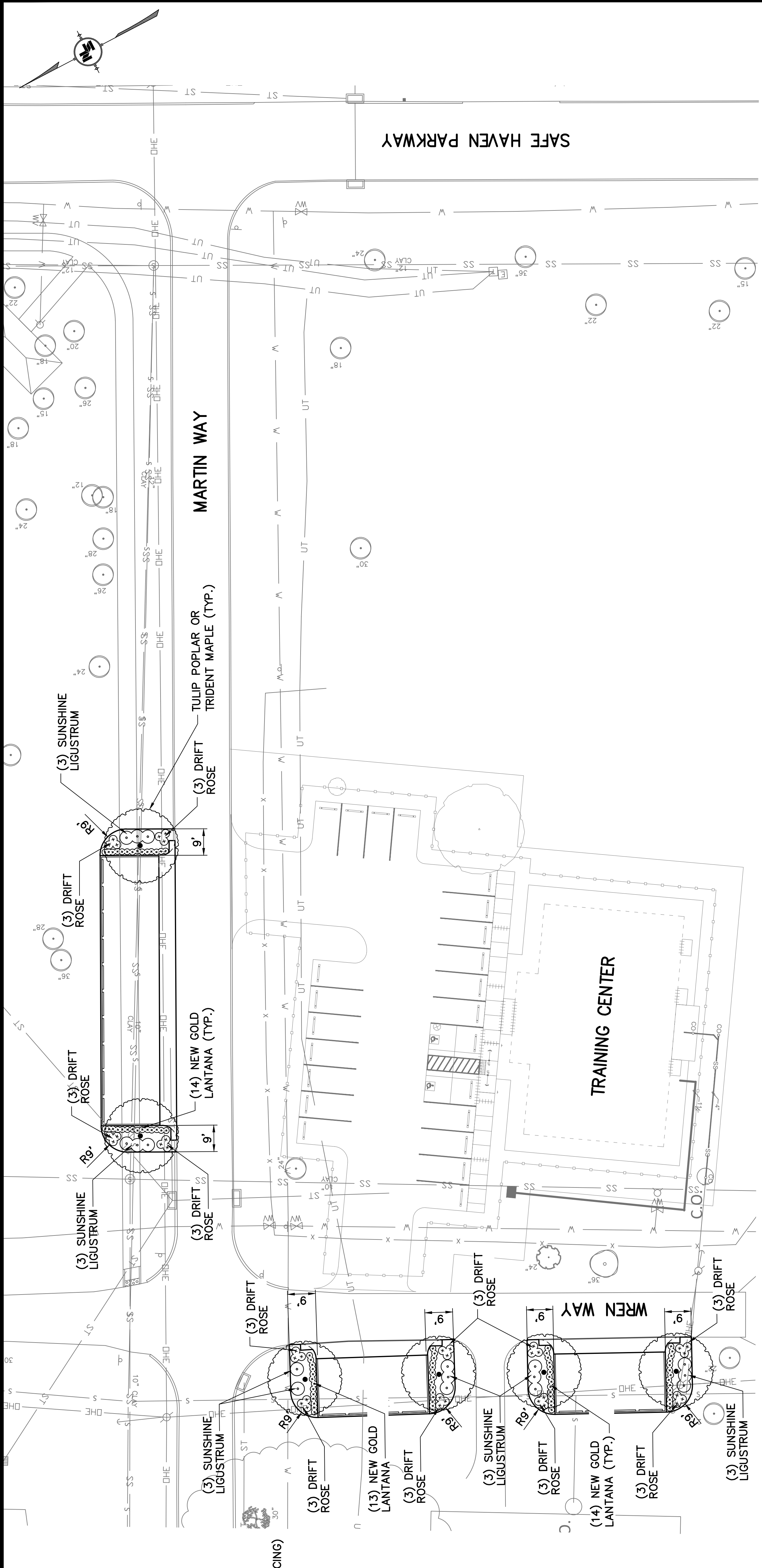
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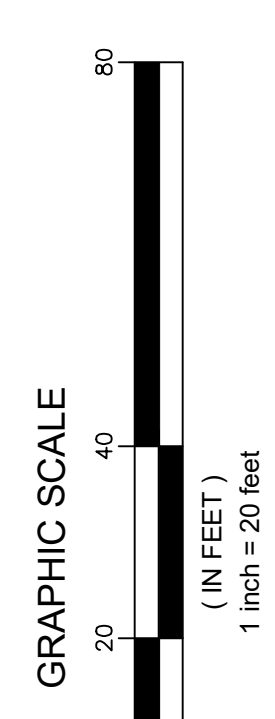
**PROPOSED LEGEND:**



NOTE:  
1. ALL DISTURBED AREAS TO BE SODDED.



PAY ITEM# NUMBERS	LANDSCAPE ITEMS	QTY	SIZE/UNIT	TRAINING CENTER PARKING - PLANTING - LANDSCAPING QUANTITIES				REQUIREMENTS
				SEASON	DATES	RATES	DATES	
1	SOIL TEST	1						REQUIRED TO BE SUBMITTED IN ADVANCE OF ALL LANDSCAPE CONSTRUCTION ITEMS
2	TOP SOIL FOR PLANT HOLES CONTRACTOR FURNISHED	9	CUBIC YD	NOT APPLICABLE	PER CUBIC YD	NOT APPLICABLE	NOT APPLICABLE	2' IN BED PREP AREAS 1" IN AREAS TO RECEIVE SOLID SOIL APPLIED TO AREAS SHOWN IN PLANS TO RECEIVE SHRUB, GROUND COVER AND TREE PLANTING. REMOVE EXISTING GRASS AND POOR MATERIAL. ADD TREE BARK MULCH SOIL CONDITIONER AND FERTILIZER TO EXISTING SOIL TO A MINIMUM DEPTH OF 6"
3	BED PREPARATION		SO FT	NOT APPLICABLE	PER SQ. FT.	NOT APPLICABLE	NOT APPLICABLE	
4	TREE PLANTING: TULIP POPLAR	0	30 GALLON	EACH	BY REQUEST ONLY	EACH	OCTOBER 1 - APRIL 30	FULL & HEALTHY PLANT; MULTI-TRUNK TREE FORM; 8 H/ 3' S
5	TREE PLANTING: TRIDENT MAPLE	6	30 GALLON	EACH	BY REQUEST ONLY	EACH	OCTOBER 1 - APRIL 30	FULL & HEALTHY PLANT; MULTI-TRUNK TREE FORM; 8 H/ 3' S
6	SHRUB PLANTING: DRIFT ROSE	36	3 GALLON	EACH	BY REQUEST ONLY	EACH	OCTOBER 1 - APRIL 30	FULL & HEALTHY PLANT; 6 H/ 3' S
7	SHRUB PLANTING: SUNSHINE LIGUSTRUM	18	3 GALLON	EACH	BY REQUEST ONLY	EACH	OCTOBER 1 - APRIL 30	FULL & HEALTHY PLANT
8	SHRUB PLANTING: LANTANA (LANTANA CAMARA)	72	1 GALLON	SEE REQUIREMENTS	BY REQUEST ONLY	SEE REQUIREMENTS	OCTOBER 1 - APRIL 30	FULL & HEALTHY PLANT
9	FERTILIZER FOR WOODY PLANT MATERIAL	166	OUNCES	SEE REQUIREMENTS	BY REQUEST ONLY	SEE REQUIREMENTS	OCTOBER 1 - APRIL 30	1 PER 3/1 GALLON
10	MULCH (ABSORBENT ORGANICS)	126	OUNCES	SEE REQUIREMENTS	BY REQUEST ONLY	SEE REQUIREMENTS	OCTOBER 1 - APRIL 30	0.5 PER 3/1 GALLON
11	SELECTIVE PRE-EMERGENCE HERBICIDE	5	POUNDS	SEE REQUIREMENTS	BY REQUEST ONLY	SEE REQUIREMENTS	OCTOBER 1 - APRIL 30	2 GRAM PER SQUARE FOOT OF BED PREP AREA
12	TREE BARK MULCH/ SOIL CONDITIONER	7	CUBIC YD	NOT APPLICABLE	PER CUBIC YD	NOT APPLICABLE	NOT APPLICABLE	2" DEPTH PLACED AND FORTO-TILLED INTO BED PREP AREAS
13	SURFACE MULCH/ PINE STRAW	20	BALE	NOT APPLICABLE	PER BALE	NOT APPLICABLE	NOT APPLICABLE	1 BALE PER 90 SQ. FT OF BED AREA
14	SOLID SOODING: CENTIPEDE	83	SO YD	BY REQUEST ONLY	PER SQ. YD.	PER SQ. YD.	OCTOBER 1 - APRIL 30	FULL & HEALTHY SOIL; CERTIFICATE REQUIRED



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NO.	DATE	BY	REVISIONS	DESCRIPTION

**DRAWING INFORMATION**  
N-S PROJECT NO.: 18227  
FILENAME: 24-Training Ctr LS PLAN.dwg  
SCALE:  
SURVEYED BY: N/A  
DSGN: RB DATE: 11/2024  
DRWN: SG DATE: 11/2024  
CHKD: WDH DATE: 11/2024  
QA/QC: RB DATE: 11/2024

**SAFE HAVEN  
COMPLEX PARKING EXPANSION**  
  
ST. TAMMANY PARISH  
MANDEVILLE, LA

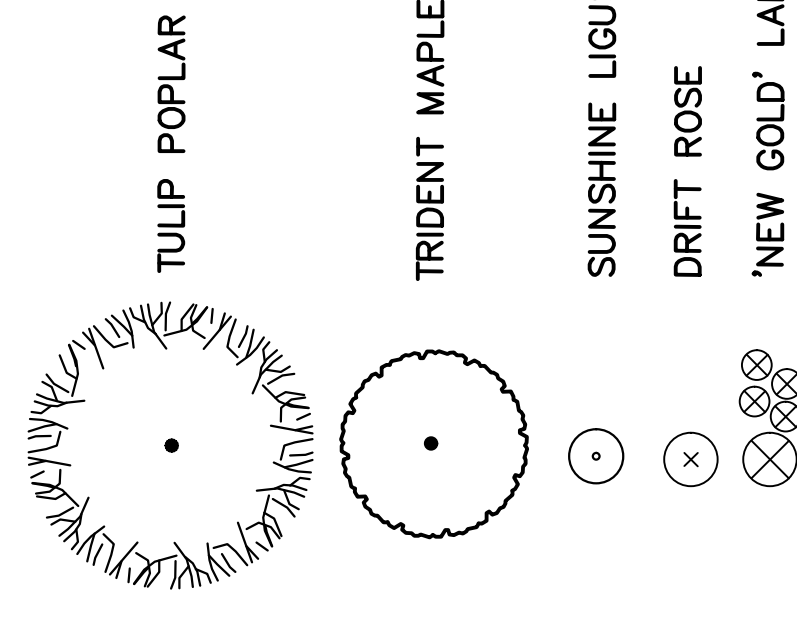


**NEEL-SCHAFFER**  
Solutions you can build upon

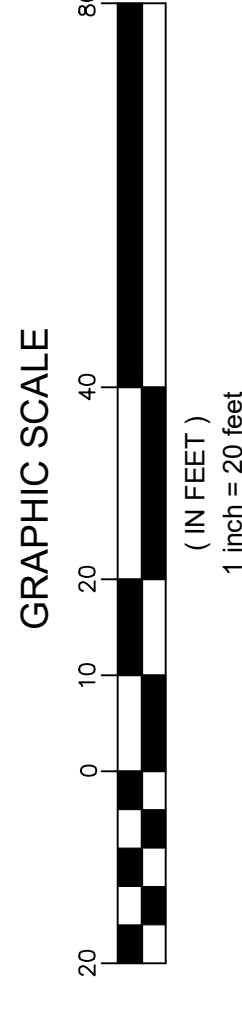
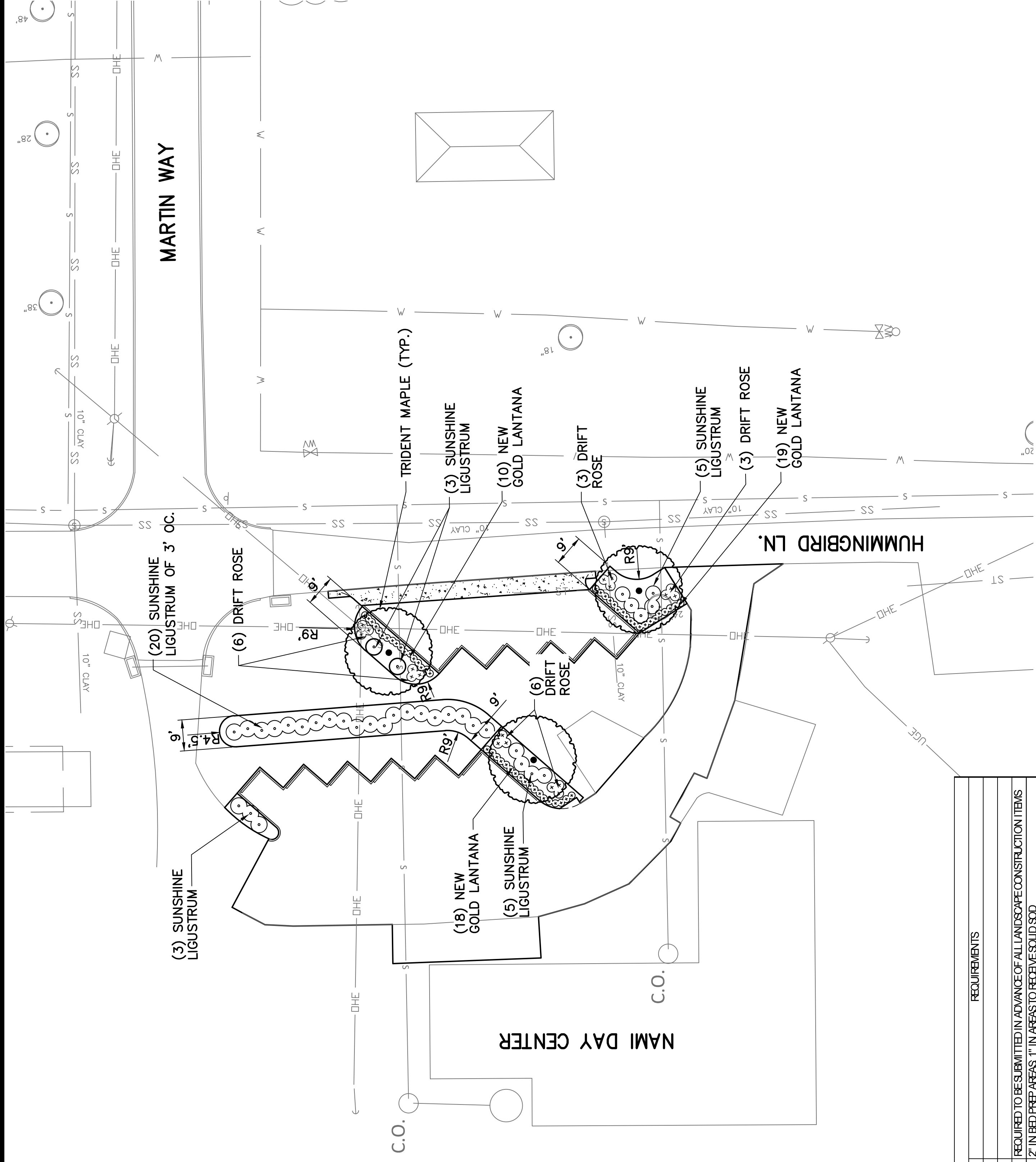
**TRAINING CENTER  
PROPOSED LANDSCAPE PLAN**  
  
WORKING NUMBER: L1.00  
SHEET NUMBER: 24



**PROPOSED LEGEND:**



NOTE:  
1. ALL DISTURBED AREAS TO BE SODDED.



PAY ITEMS NUMBERS	LANDSCAPE ITEMS	QTY	SIZE/UNIT	NAMI DAY CENTER PARKING PLANTING - LANDSCAPING QUANTITIES				REQUIREMENTS
				SEASONAL APPLICATIONS, DATES & RATES		FALL & WINTER		
				RATES	DATES	RATES	DATES	
1	SOIL TEST	1						REQUIRED TO BE SUBMITTED IN ADVANCE OF ALL LANDSCAPE CONSTRUCTION ITEMS
2	TOP SOIL FOR PLANT HOLES, CONTRACTOR FURNISHED	13	CUBIC YD	PER CUBIC YD	NOT APPLICABLE	PER CUBIC YD	NOT APPLICABLE	REQUIRED TO BE SUBMITTED IN ADVANCE OF ALL LANDSCAPE CONSTRUCTION ITEMS 2' IN BED PREP AREAS, 1' IN AREAS TO RECEIVE SOLID SOIL APPLIED TO AREAS SHOWN IN PLANS TO RECEIVE SHRUB, GROUND COVER AND TREE PLANTING. REMOVE EXISTING GRASS AND POOR MATERIAL. ADD TREE BARK MULCH SOIL CONDITIONER AND ROTO-TILL INTO EXISTING SOIL TO A MINIMUM DEPTH OF 6"
3	BED PREPARATION		SQ. FT.	PER SQ. FT.	NOT APPLICABLE	PER SQ. FT.	NOT APPLICABLE	
4	TREE PLANTING, TULIP POPLAR	0	30 GALLON	EACH	BY REQUEST ONLY	EACH	OCTOBER 1 - APRIL 30	FULL & HEALTHY PLANT; MULTI-TRUNK TREE FORM, 8' H/3' S
5	TREE PLANTING, TRIDENT MAPLE	3	30 GALLON	EACH	BY REQUEST ONLY	EACH	OCTOBER 1 - APRIL 30	FULL & HEALTHY PLANT; MULTI-TRUNK TREE FORM, 8' H/3' S
6	SHRUB PLANTING, DRIFT ROSE	16	3 GALLON	EACH	BY REQUEST ONLY	EACH	OCTOBER 1 - APRIL 30	FULL & HEALTHY PLANT; 6' H/3' S
7	SHRUB PLANTING, SUNSHINE LIGUSTRUM	31	3 GALLON	EACH	BY REQUEST ONLY	EACH	OCTOBER 1 - APRIL 30	FULL & HEALTHY PLANT
8	SHRUB PLANTING, LANTANA (LANTANA CAVIARA)	38	1 GALLON	SEE REQUIREMENTS	BY REQUEST ONLY	SEE REQUIREMENTS	OCTOBER 1 - APRIL 30	FULL & HEALTHY PLANT
9	FERTILIZER FOR WOODY PLANT MATERIAL, TABLET, 21 GRAM	97	EACH	SEE REQUIREMENTS	BY REQUEST ONLY	SEE REQUIREMENTS	OCTOBER 1 - APRIL 30	15 PER 30 GALLON; 1 PER 3/1 GALLON
10	MOISTURE ABSORBANT CRYSTALS	82	OUNCES	SEE REQUIREMENTS	BY REQUEST ONLY	SEE REQUIREMENTS	OCTOBER 1 - APRIL 30	6 OZ PER 30 GAL; 1 OZ PER 3 GAL
11	SELECTIVE PRE-EMERGENCE HERBICIDE	7	POUNDS	SEE REQUIREMENTS	BY REQUEST ONLY	SEE REQUIREMENTS	OCTOBER 1 - APRIL 30	2 GRAM PER SQUARE FOOT OF BED PREPARATION AREA
12	TREE BARK/MULCH SOIL CONDITIONER	10	CUBIC YD	PER CUBIC YD	NOT APPLICABLE	PER CUBIC YD	NOT APPLICABLE	2' DEPTH PLACED AND ROTO-TILLED INTO BED PREP AREAS
13	SURFACE MULCH/PINE STRAW	32	BALE	PER BALE	NOT APPLICABLE	PER BALE	NOT APPLICABLE	1 TON PER 30 SQ. FT. OF BED AREA
14	SOLID SOODING, ONTITREDE	130	SQ. YD	PER SQ. YD.	BY REQUEST ONLY	PER SQ. YD.	OCTOBER 1 - APRIL 30	FULL & HEALTHY SOOD; CERTIFICATE REQUIRED

**NOTICE TO DRAWING HOLDER**  
NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE USER'S SOLE RISK AND THE USER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS	
NO.	DATE BY DESCRIPTION

DRAWING INFORMATION	
N-S PROJECT NO.:	18227
FILENAME:	25-Nami Day Care LS PLAN.dwg
SCALE:	
SURVEYED BY:	N/A
DSGN:	RB
DATE:	11/2024
DRWN:	SG
DATE:	11/2024
CHKD:	WDH
DATE:	11/2024
QA/QC:	RB
DATE:	11/2024

**SAFE HAVEN  
COMPLEX PARKING EXPANSION**

ST. TAMMANY PARISH  
MANDEVILLE, LA



**NEEL-SCHAFFER**  
Solutions you can build upon

NAMI DAY CENTER  
PROPOSED LANDSCAPE PLAN

WORKING NUMBER:  
L1.01

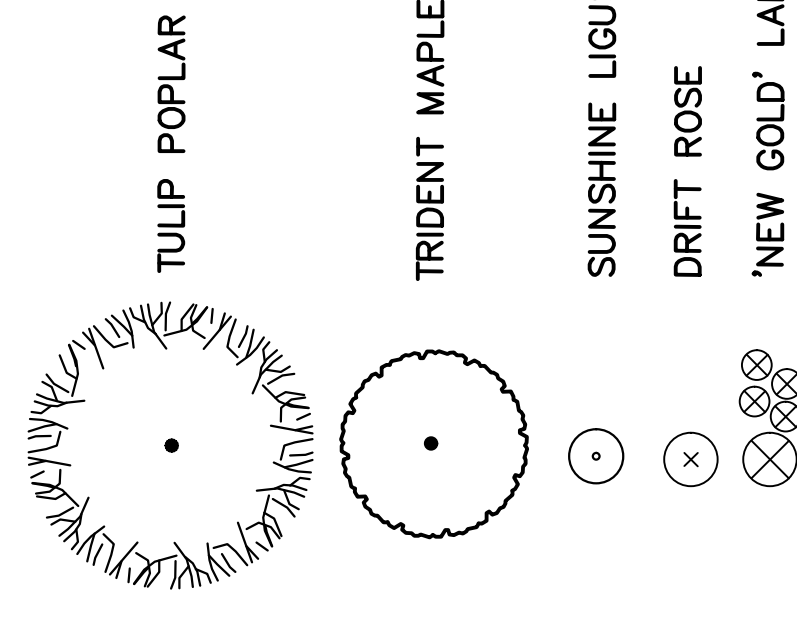
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25





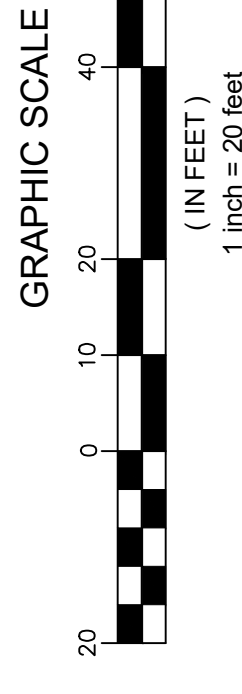
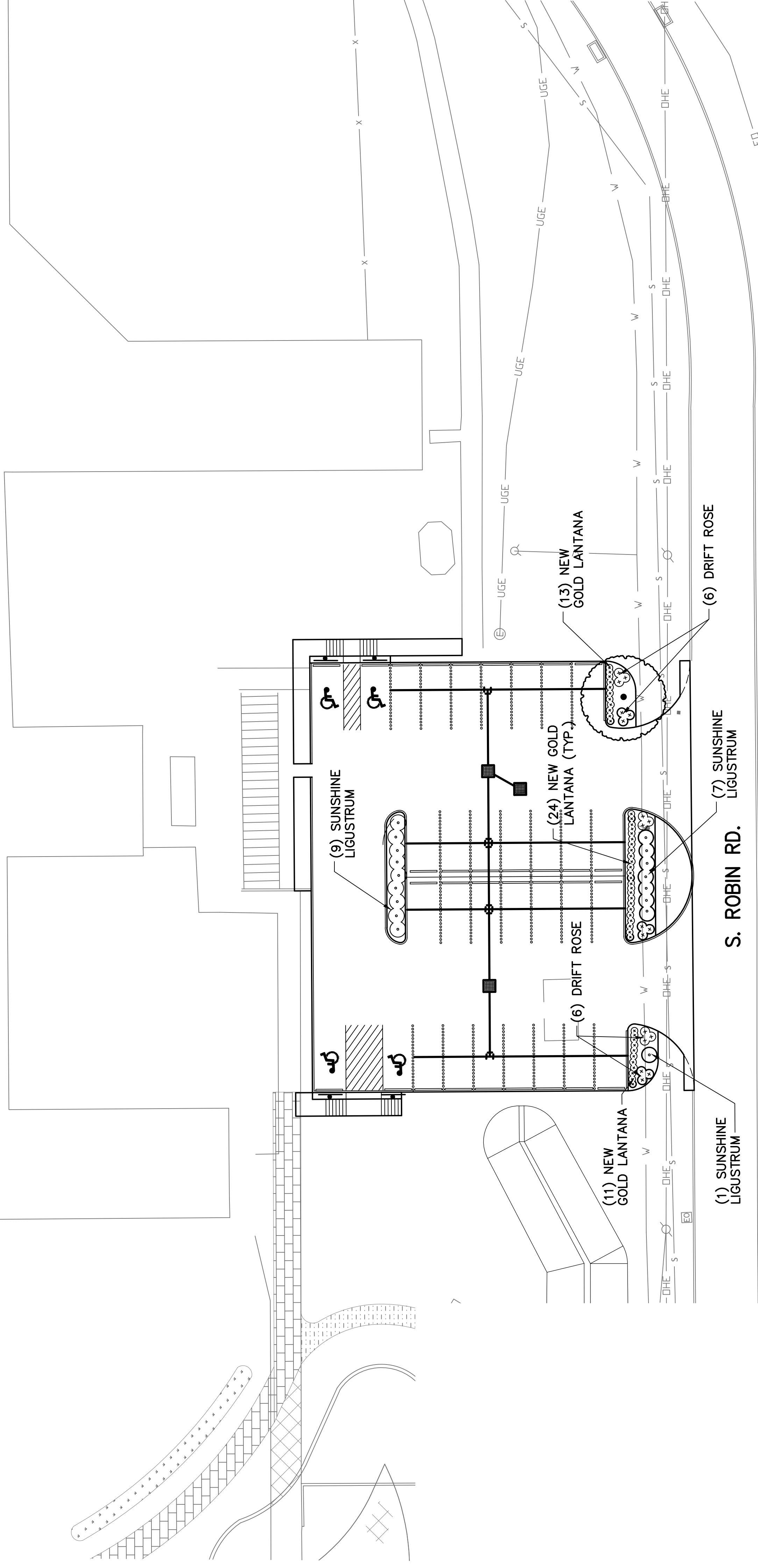


**PROPOSED LEGEND:**



NOTE:  
1. ALL DISTURBED AREAS TO BE SODDED.

FLORIDA PARISHES HUMAN SERVICES



PAY ITEM# NUMBERS	LANDSCAPE ITEMS ITEMS	QTY	SIZE/UNIT	SEASONAL APPLICATIONS: DATES & RATES				REQUIREMENTS
				SPRING & SUMMER RATES	DATES	FALL & WINTER RATES	DATES	
1	SOIL TEST	1	0 LB/CY	PER CUBIC YD.	NOT APPLICABLE	PER CUBIC YD.	NOT APPLICABLE	REQUIRED TO BE SUBMITTED IN ADVANCE OF ALL LANDSCAPE CONSTRUCTION ITEMS 2' IN BED PREP AREAS 1" IN AREAS TO RECEIVE SOLID SOD
2	TOP SOIL FOR PLANT HOLES CONTRACTOR FURNISHED	9	0 LB/CY	PER CUBIC YD.	NOT APPLICABLE	PER CUBIC YD.	NOT APPLICABLE	APPLIED TO AREAS SHOWN IN PLANS TO RECEIVE SHRUB, GROUND COVER AND TREE PLANTING. REMOVE EXISTING GRASS AND POOR MATERIAL. ADD TREE PARK MULCH SOIL CONDITIONER AND PHOTO-TILL INTO EXISTING SOIL TO A MINIMUM DEPTH OF 6"
3	BED PREPARATION	1155	SO FT	PER SQ. FT.	NOT APPLICABLE	PER SQ. FT.	NOT APPLICABLE	
4	TREE PLANTING TULIP POPLAR	0	30 GALLON	EACH	BY REQUEST ONLY	EACH	OCTOBER 1 - APRIL 30	FULL & HEALTHY PLANT; MULTI-TRUNK TREE FORM; 8' H / 3" S
5	TREE PLANTING TRIDENT MAPLE	1	30 GALLON	EACH	BY REQUEST ONLY	EACH	OCTOBER 1 - APRIL 30	FULL & HEALTHY PLANT; MULTI-TRUNK TREE FORM; 8' H / 3" S
6	SHRUB PLANTING DRIFT ROSE	18	3 GALLON	EACH	BY REQUEST ONLY	EACH	OCTOBER 1 - APRIL 30	FULL & HEALTHY PLANT; 6' H / 3" S
7	SHRUB PLANTING SUNSHINE LIGUSTRUM	22	3 GALLON	EACH	BY REQUEST ONLY	EACH	OCTOBER 1 - APRIL 30	FULL & HEALTHY PLANT
8	SHRUB PLANTING LANTANA ('NEW GOLD')	39	1 GALLON	SEE REQUIREMENTS	BY REQUEST ONLY	SEE REQUIREMENTS	OCTOBER 1 - APRIL 30	FULL & HEALTHY PLANT
9	FERTILIZER FOR WOODY PLANT MATERIAL TABLET	84	EACH	SEE REQUIREMENTS	BY REQUEST ONLY	SEE REQUIREMENTS	OCTOBER 1 - APRIL 30	6 PER 30 GALLON; 1 PER 31 GALLON
10	MOISTURE ABSORBENT OR STALS	66	OUNCES	SEE REQUIREMENTS	BY REQUEST ONLY	SEE REQUIREMENTS	OCTOBER 1 - APRIL 30	6 OZ PER 30 GAL; 0.5 OZ PER 1 GAL CONT
11	SELECTIVE PRE-EMERGENCE HERBICIDE	5	POUNDS	SEE REQUIREMENTS	BY REQUEST ONLY	SEE REQUIREMENTS	OCTOBER 1 - APRIL 30	2 GRAM PER SQUARE FOOT OF BED PREPARATION AREA
12	TREE PARK MULCH SOIL CONDITIONER	7	0 LB/CY	PER CUBIC YD.	NOT APPLICABLE	PER CUBIC YD.	NOT APPLICABLE	2" DEPTH LAGED AND PHOTO-TILLED INTO BED PREP AREAS
13	SURFACE MULCH PINE STRAW	23	BALE	PER BALE	NOT APPLICABLE	PER BALE	NOT APPLICABLE	1 BALE PER 50 SQ FT OF BED AREA
14	SOLID SOODING CENTRIPEDE	63	SO YD	PER SQ. YD.	BY REQUEST ONLY	PER SQ. YD.	OCTOBER 1 - APRIL 30	FULL & HEALTHY SOD; CERTIFICATE REQUIRED

**NOTICE TO DRAWING HOLDER**

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**REVISIONS**

NO.	DATE	BY	DESCRIPTION

**DRAWING INFORMATION**

N-S PROJECT NO.:	18227
FILENAME:	27-FPHS-LS_Plan.dwg
SCALE:	N/A
SURVEYED BY:	N/A
DSGN:	RB
DATE:	11/2024
DRWN:	SG
DATE:	11/2024
CHKD:	WDH
DATE:	11/2024
QA/QC:	RB
DATE:	11/2024

SAFE HAVEN  
COMPLEX PARKING EXPANSION

ST. TAMMANY PARISH  
MANDEVILLE, LA



**NEEL-SCHAFFER**  
Solutions you can build upon

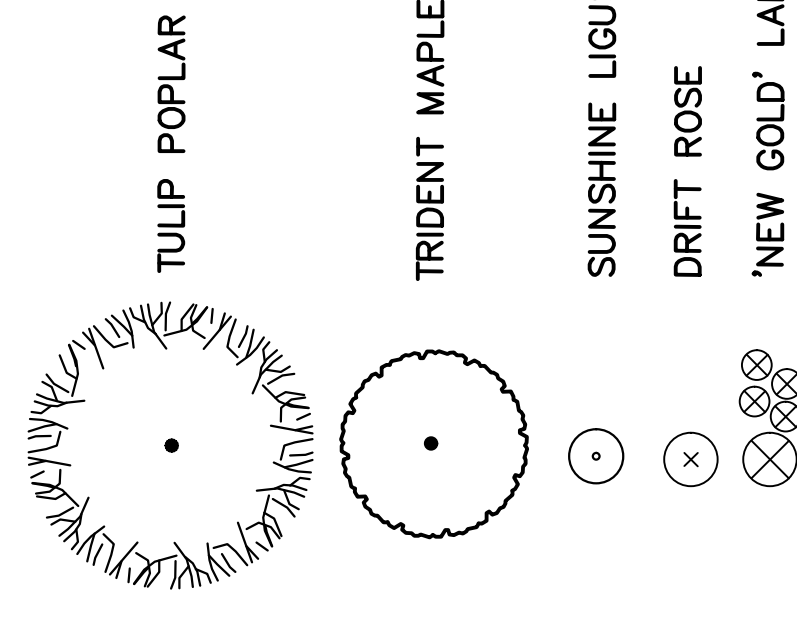
FL PARISHES HUMAN SERVICES  
PROPOSED LANDSCAPE PLAN

WORKING NUMBER:  
L1.03

SHEET NUMBER:  
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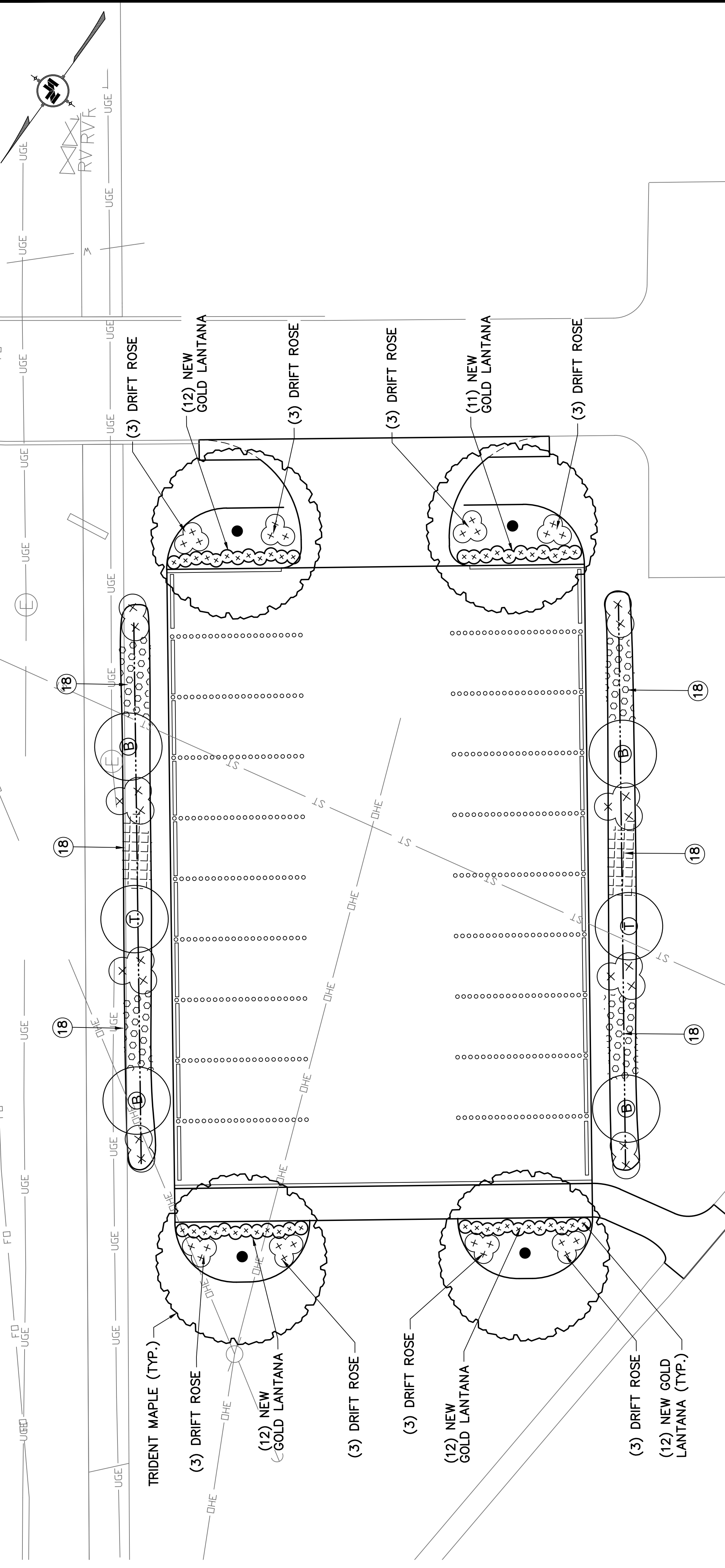
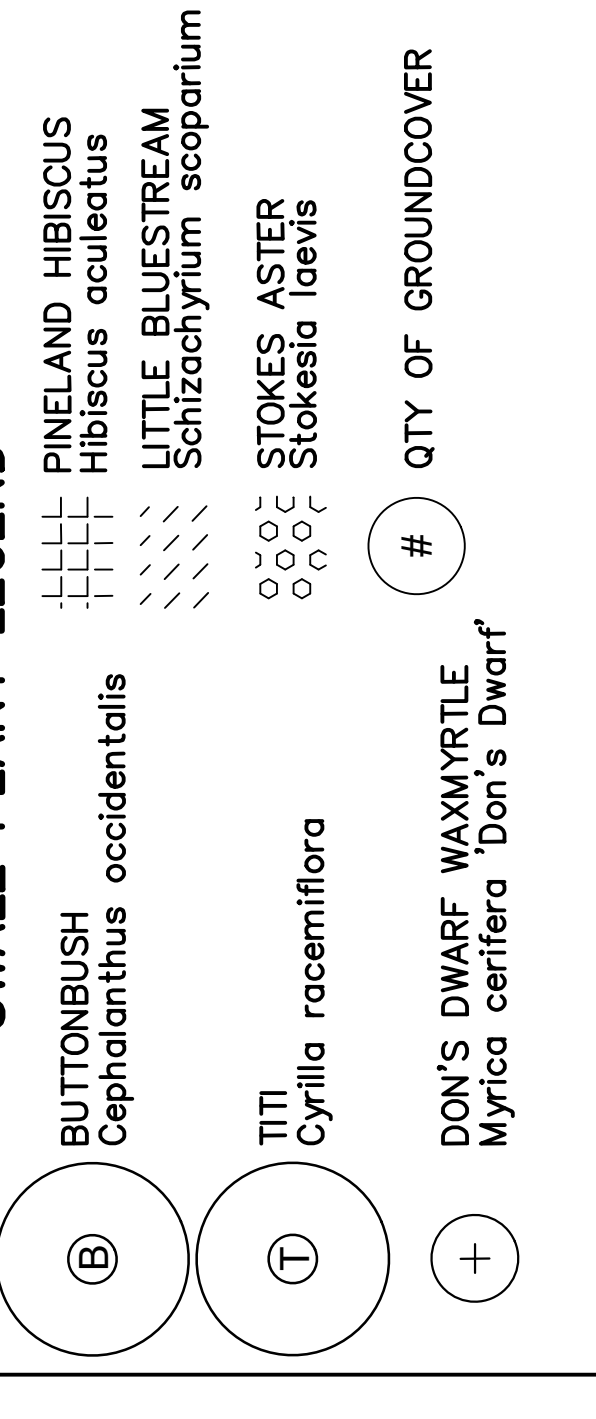


**PROPOSED LEGEND:**



NOTE:  
1. ALL DISTURBED AREAS TO BE SODDED.

**SWALE PLANT LEGEND**



PAY ITEM# NUMBERS	LANDSCAPE ITEMS	QTY	SIZE/UNIT	SEASONAL APPLICATIONS, DATES & RATES		REQUIREMENTS
				SPRING & SUMMER	FALL & WINTER	
1	SHRUB PLANTING, BUTTONBUSH (Cephalanthus occidentalis)	4	5 GALLON EACH	BY REQUEST ONLY	OCTOBER 1 - APRIL 28	FULL & HEALTHY PLANT
2	SHRUB PLANTING, TITI (Cyrilla racemiflora)	2	5 GALLON EACH	BY REQUEST ONLY	OCTOBER 1 - APRIL 30	FULL & HEALTHY PLANT
3	SHRUB PLANTING, DON'S DWARF WAXMYRTLE (Myrica cerifera Don's Dwarf)	20	3 GALLON EACH	BY REQUEST ONLY	OCTOBER 1 - APRIL 30	FULL & HEALTHY PLANT
4	SHRUB PLANTING, DON'S PALMETTO	0	3 GALLON EACH	BY REQUEST ONLY	OCTOBER 1 - APRIL 30	FULL & HEALTHY PLANT
5	GROUND COVER PLANTING, STOKES ASTER (Stokesia laevis)	75	1 GALLON EACH	BY REQUEST ONLY	OCTOBER 1 - APRIL 30	FULL & HEALTHY PLANT
6	GROUND COVER PLANTING, LITTLE BLUESTEM	0	1 GALLON EACH	BY REQUEST ONLY	OCTOBER 1 - APRIL 30	FULL & HEALTHY PLANT
7	GROUND COVER PLANTING, BULLRUSH	43	1 GALLON EACH	BY REQUEST ONLY	OCTOBER 1 - APRIL 30	FULL & HEALTHY PLANT
8	GROUND COVER PLANTING, PINELAND HIBISCUS (Hibiscus aculeatus)	144	EACH	BY REQUEST ONLY	OCTOBER 1 - APRIL 30	FULL & HEALTHY PLANT
9	FERTILIZER FOR WOODY PLANT MATERIAL, TABLET, 21 GRAM	85	OUNCES	SEE REQUIREMENTS	OCTOBER 1 - APRIL 30	1 OZ PER 3.5 GAL 0.5 OZ PER 1 GAL
10	MOISTURE ABSORBANT CRYSTALS	85	CUBIC YD	BY REQUEST ONLY	NOT APPLICABLE	1 CY PER 5/3 GAL 0.5 CY PER 1 GAL
11	TREE BARK MULCH, SOIL CONDITIONER	85	CUBIC YD	NOT APPLICABLE	NOT APPLICABLE	1 CY PER 5/3 GAL 0.5 CY PER 1 GAL
12	SURFACE MULCH/PINE STRAW	13	BALE	NOT APPLICABLE	NOT APPLICABLE	1 BALE PER 50 SQ. FT. - 4' STRIP (BOTH SIDES OF STRAW AREA ALONG SLOPES AROUND PLANT MATERIAL)

PAY ITEM# NUMBERS	LANDSCAPE ITEMS	QTY	SIZE/UNIT	SEASONAL APPLICATIONS, DATES & RATES		REQUIREMENTS
				SPRING & SUMMER	FALL & WINTER	
1	SOIL TEST	1				REQUIRED TO BE SUBMITTED IN ADVANCE OF ALL LANDSCAPE CONSTRUCTION ITEMS
2	TOP SOIL FOR PLANT HOLES CONTRACTOR FURNISHED	6	CUBIC YD	NOT APPLICABLE	NOT APPLICABLE	'Z' IN BED PREP AREAS TO RECEIVE SOLID SOIL
3	BED PREPARATION	606	SQ. FT.	NOT APPLICABLE	NOT APPLICABLE	APPLIED TO AREAS SHOWN IN PLANS TO RECEIVE SHRUB, GROUND COVER AND TREE PLANTING. REMOVE EXISTING GRASS AND POOR MATERIAL, ADD TREE BARK MULCH/SOIL CONDITIONER AND PHOTO-TILL INTO EXISTING SOIL TO A MINIMUM DEPTH OF 6"
4	TREE PLANTING, TULIP POPLAR	0	30 GALLON EACH	BY REQUEST ONLY	OCTOBER 1 - APRIL 30	FULL & HEALTHY PLANT; MULTI-TRUNK TREE FORM; 8' H / 3" S
5	TREE PLANTING, TRIDENT MAPLE	4	30 GALLON EACH	BY REQUEST ONLY	OCTOBER 1 - APRIL 30	FULL & HEALTHY PLANT; MULTI-TRUNK TREE FORM; 8' H / 3" S
6	SHRUB PLANTING, DRIFT ROSE	24	3 GALLON EACH	BY REQUEST ONLY	OCTOBER 1 - APRIL 30	FULL & HEALTHY PLANT; 6' H / 3" S
7	SHRUB PLANTING, SUNSHINE LIGUSTRUM	8	3 GALLON EACH	BY REQUEST ONLY	OCTOBER 1 - APRIL 30	FULL & HEALTHY PLANT
8	SHRUB PLANTING, LANTANA (LANTANA CAMARA)	52	1 GALLON	SEE REQUIREMENTS	OCTOBER 1 - APRIL 30	FULL & HEALTHY PLANT
9	FERTILIZER FOR WOODY PLANT MATERIAL, TABLET, 21 GRAM	104	EACH	SEE REQUIREMENTS	OCTOBER 1 - APRIL 30	5 PER 30 GALLON; 1 PER 3/7 GALLON
10	MOISTURE ABSORBANT CRYSTALS	82	OUNCES	SEE REQUIREMENTS	OCTOBER 1 - APRIL 30	6 OZ PER 30 GAL; 1 OZ PER 3 GAL
11	SELECTIVE PRE-EMERGENCE HERBICIDE	3	POUNDS	BY REQUEST ONLY	OCTOBER 1 - APRIL 30	2 GRAM PER SQUARE FOOT OF BED PREPARATION AREA
12	TREE BARK MULCH/SOIL CONDITIONER	4	CUBIC YD	NOT APPLICABLE	NOT APPLICABLE	'Z' DEPTH PLACED AND PHOTO-TILLED INTO BED PREP AREAS
13	SURFACE MULCH/PINE STRAW	12	BALE	NOT APPLICABLE	NOT APPLICABLE	1 BALE PER 50 SQ. FT. OF BED AREA
14	SOLID SOODING, CENTIPEDE	67	SQ. YD.	BY REQUEST ONLY	OCTOBER 1 - APRIL 30	FULL & HEALTHY SOOD; CERTIFICATION REQUIRED

**NOTICE TO DRAWING HOLDER**  
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NO.	DATE	BY	DESCRIPTION

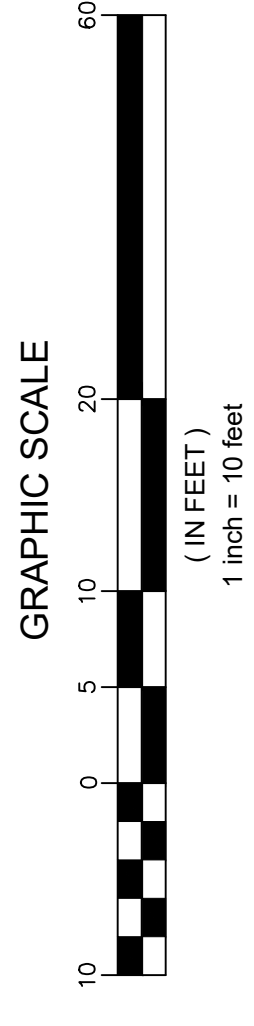
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SCALE:  
SURVEYED BY: N/A  
DSGN: RB DATE: 11/2024  
DRWN: SG DATE: 11/2024  
CHKD: WDH DATE: 11/2024  
QA/QC: RB DATE: 11/2024

**SAFE HAVEN  
COMPLEX PARKING EXPANSION**  
ST. TAMMANY PARISH  
MANDEVILLE, LA

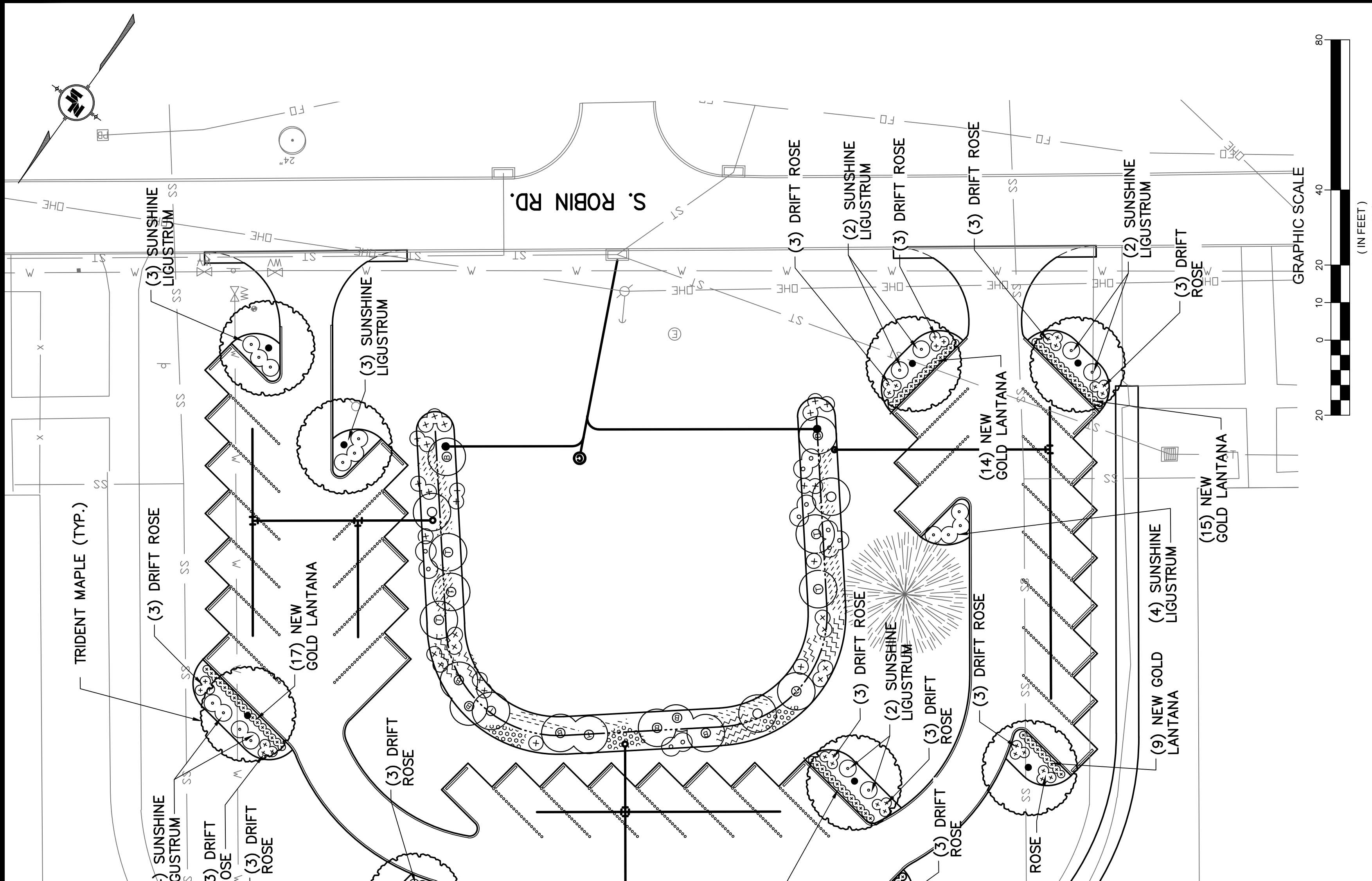


**NEEL-SCHAFFER**  
Solutions you can build upon

**EARLY CHILDHOOD  
DEVELOPMENT CENTER  
PROPOSED LANDSCAPE PLAN**  
WORKING NUMBER:  
L1.04  
SHEET NUMBER:  
28

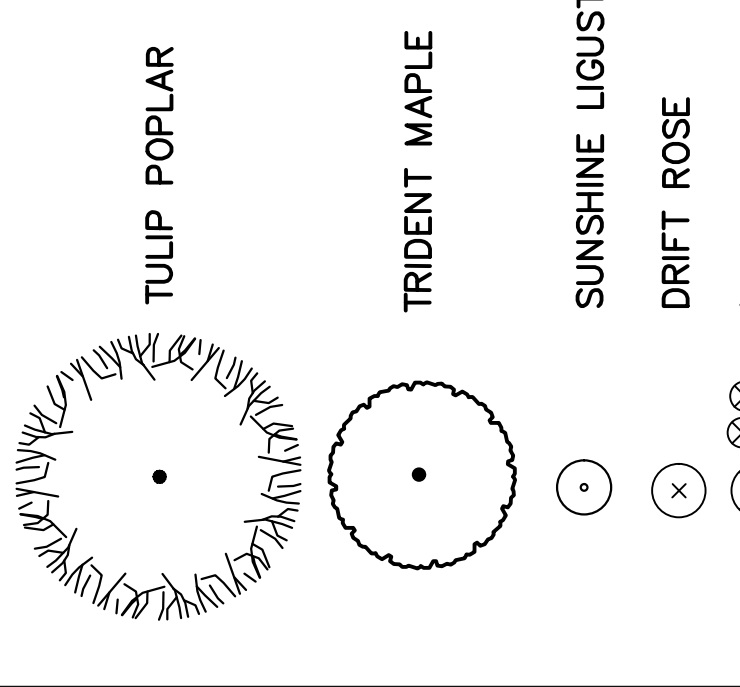




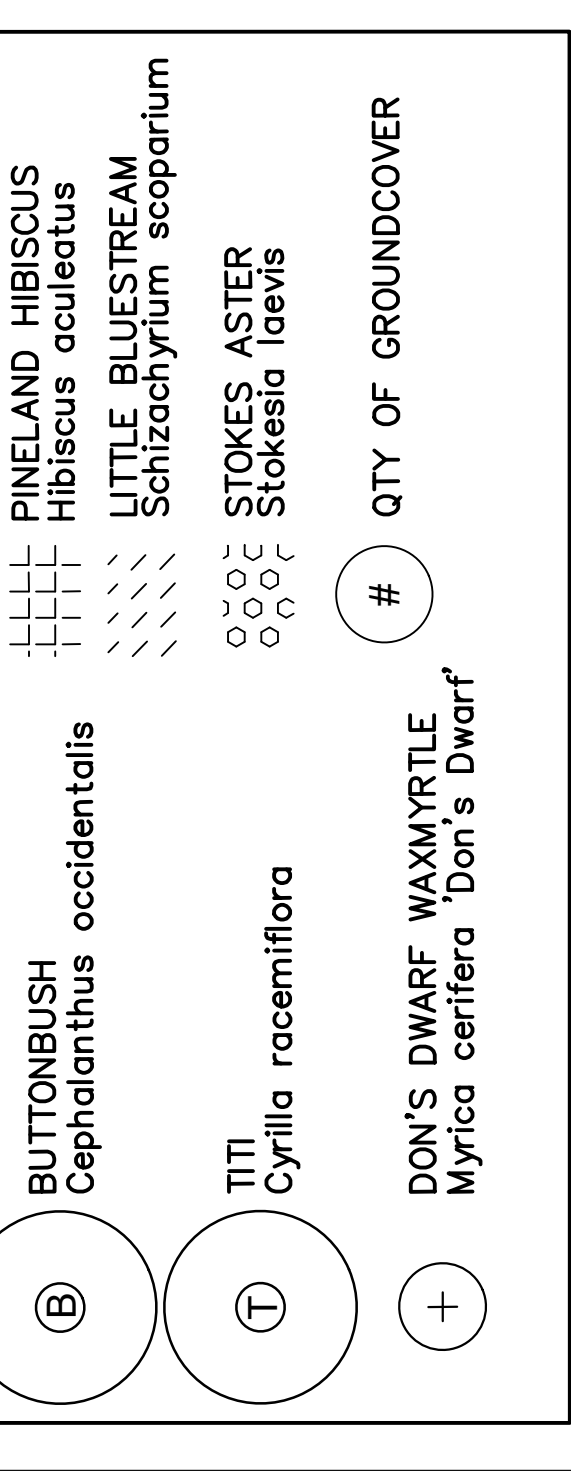


PAYITEMS NUMBERS	LANDSCAPE ITEMS	QTY	SIZE/UNIT	NAMI CLOSET SWALE PLANTING - LANDSCAPE QUANTITIES		REQUIREMENTS
				SEASONAL APPLICATIONS	DATES & RATES	
1	SHRUB PLANTING BUTTONBUSH ( <i>Cephalanthus occidentalis</i> )	11	5 GALLON	BY REQUEST ONLY	OCTOBER 1 - APRIL 28	FULL & HEALTHY PLANT
2	SHRUB PLANTING TITI ( <i>Cyrilla racemiflora</i> )	10	5 GALLON	BY REQUEST ONLY	OCTOBER 1 - APRIL 30	FULL & HEALTHY PLANT
3	SHRUB PLANTING DON'S DWARF WAXMYRTLE ( <i>Myrica cerifera</i> 'Don's Dwarf')	37	3 GALLON	BY REQUEST ONLY	OCTOBER 1 - APRIL 30	FULL & HEALTHY PLANT
4	SHRUB PLANTING DON'S PALMETTO	16	3 GALLON	BY REQUEST ONLY	OCTOBER 1 - APRIL 30	FULL & HEALTHY PLANT
5	GROUND COVER PLANTING STOKES ASTER ( <i>Stokesia laevis</i> )	24	1 GALLON	BY REQUEST ONLY	OCTOBER 1 - APRIL 30	FULL & HEALTHY PLANT
6	GROUND COVER PLANTING LITTLE BLUE STEM	62	1 GALLON	BY REQUEST ONLY	OCTOBER 1 - APRIL 30	FULL & HEALTHY PLANT
7	GROUND COVER PLANTING BUTTONBUSH	117	1 GALLON	BY REQUEST ONLY	OCTOBER 1 - APRIL 30	FULL & HEALTHY PLANT
8	FERTILIZER FOR WOODY PLANT MATERIAL (PINELAND HIBISCUS) ( <i>Hibiscus aculeatus</i> )	0	1 GALLON	BY REQUEST ONLY	OCTOBER 1 - APRIL 30	FULL & HEALTHY PLANT
9	FERTILIZER FOR WOODY PLANT MATERIAL TABLET 21 GRAM	277	EACH	BY REQUEST ONLY	OCTOBER 1 - APRIL 30	1 PER 5/3/1 GALLON
10	MOISTURE ABSORBANT CRYSTALS	175	OUNCES	BY REQUEST ONLY	OCTOBER 1 - APRIL 30	1 OZ PER 3/5 GAL 0.5 OZ PER 1 GAL
11	TREE BARK MULCH SOIL CONDITIONER	175	CUBIC YD	NOT APPLICABLE	NOT APPLICABLE	1 CY PER 5/3 GAL 0.5 CY PER 1 GAL
12	SURFACE MULCH PINE STRAW	49	BALE	NOT APPLICABLE	NOT APPLICABLE	1 BALE PER 50 SQ FT - 4 STRIP (BOTH SIDES OF STRIP) AREA ALONG SLOPES AROUND PLANT MATERIAL

**PROPOSED LEGEND:**



**SWALE PLANT LEGEND**



NOTE:  
1. ALL DISTURBED AREAS TO BE SODDED.

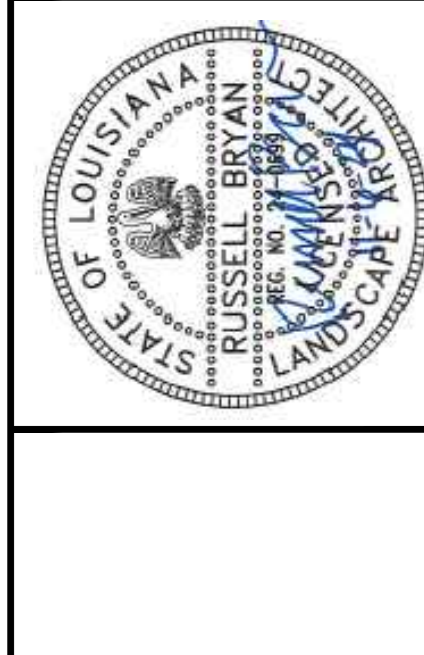
PAYITEMS NUMBERS	LANDSCAPE ITEMS	QTY	SIZE/UNIT	NAMI CLOSET PARKING PLANTING - LANDSCAPE QUANTITIES		REQUIREMENTS
				SEASONAL APPLICATIONS	DATES & RATES	
1	SOIL TEST	1	CUBIC YD	NOT APPLICABLE	NOT APPLICABLE	REQUIRED TO BE SUBMITTED IN ADVANCE OF ALL LANDSCAPE CONSTRUCTION ITEMS
2	TOP SOIL FOR PLANT HOLES CONTRACTOR FURNISHED	28	CUBIC YD	NOT APPLICABLE	NOT APPLICABLE	APPLIED TO AREAS SHOWN IN PLANS TO RECEIVE FULL GROUND COVER AND TREE PLANTING. REMOVE EXISTING GRASS AND POOR MATERIAL. ADD TREE BARK MULCH SOIL CONDITIONER AND ROTO-TILL INTO EXISTING SOIL TO A MINIMUM DEPTH OF 6"
3	BED PREPARATION	1758	SO FT	NOT APPLICABLE	NOT APPLICABLE	EXISTING SOIL TO A MINIMUM DEPTH OF 6"
4	TREE PLANTING TULIP POPLAR	0	30 GALLON	BY REQUEST ONLY	OCTOBER 1 - APRIL 30	FULL & HEALTHY PLANT. MULTI-TRUNK TREE FORM: 8 H / 3 S
5	TREE PLANTING TRIDENT MAPLE	9	30 GALLON	BY REQUEST ONLY	OCTOBER 1 - APRIL 30	FULL & HEALTHY PLANT. MULTI-TRUNK TREE FORM: 6 H / 3 S
6	SHRUB PLANTING DRIFT ROSE	42	3 GALLON	BY REQUEST ONLY	OCTOBER 1 - APRIL 30	FULL & HEALTHY PLANT
7	SHRUB PLANTING SUNSHINE LIGUSTRUM	34	3 GALLON	BY REQUEST ONLY	OCTOBER 1 - APRIL 30	FULL & HEALTHY PLANT
8	SHRUB PLANTING LANTANA (LANTANA CAMARPA)	78	1 GALLON	BY REQUEST ONLY	OCTOBER 1 - APRIL 30	FULL & HEALTHY PLANT
9	FERTILIZER FOR WOODY PLANT MATERIAL TABLET 21 GRAM	189	EACH	BY REQUEST ONLY	OCTOBER 1 - APRIL 30	5 PER 30 GALLON: 1 PER 3/1 GALLON
10	MOISTURE ABSORBANT CRYSTALS	169	OUNCES	BY REQUEST ONLY	OCTOBER 1 - APRIL 30	6 PER 30 GALLON: 1 OZ PER 3 GAL 0.5 OZ PER 1 GAL CONT
11	SELECTIVE PRE-EMERGENCE HERBICIDE	8	POUNDS	BY REQUEST ONLY	OCTOBER 1 - APRIL 30	2 GRAM PER SQUARE FOOT OF BED PREPARATION AREA
12	TREE BARK MULCH SOIL CONDITIONER	11	CUBIC YD	NOT APPLICABLE	NOT APPLICABLE	2" DEPTH PLACED AND ROTO-TILLED INTO BED PREP AREAS
13	SURFACE MULCH PINE STRAW	35	BALE	NOT APPLICABLE	NOT APPLICABLE	1 BALE PER 50 SQ FT OF BED AREA
14	SOLID SODDING CERTIFIED	688	SO YD	BY REQUEST ONLY	OCTOBER 1 - APRIL 30	FULL & HEALTHY SOOD, CERTIFICATE REQUIRED

**NOTICE TO DRAWING HOLDER**  
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NO.	DATE	BY	DESCRIPTION

**DRAWING INFORMATION**  
N-S PROJECT NO.: 18227  
FILENAME: 29-Nami Closet LS PLAN.dwg  
SCALE:  
SURVEYED BY: N/A  
DATE: 11/2024  
DATE: 11/2024  
DATE: 11/2024  
DATE: 11/2024

**SAFE PARKING EXPANSION**  
COMPLEX PARKING EXPANSION  
ST. TAMMANY PARISH  
MANDEVILLE, LA



**NEEL-SCHAFFER**  
Solutions you can build upon

**NAMI CLOSET**  
**PROPOSED LANDSCAPE PLAN**  
WORKING NUMBER: L1.05  
SHEET NUMBER: 29





SECTION 01 20 00  
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Pay Items
- B. Schedule of Values
- C. Applications for Payment
- D. Change Procedures
- E. Defect Assessment

1.2 PAY ITEMS

- A. Training Center and Nami Day Center Parking Improvements – mobilization, staking, saw cutting, demolition, excavation, fill, site grading, crushed stone and concrete paving, curbing, erosion and sediment control, seeding/sodding, landscaping, and all other items incidental to the parking improvements shown in the contract documents.
- B. Early Childhood Development Parking Improvements – mobilization, staking, demolition, saw cutting, excavation, fill, site grading, crushed stone, permeable grid pavers, concrete paving, curbing, sidewalks and ADA ramps, subsurface drainage and structures, swales, erosion and sediment control, seeding/sodding, landscaping, and all other items incidental to the parking improvements shown in the contract documents.
- C. Nami Closet Parking Improvements – mobilization, staking, saw cutting, demolition, excavation, fill, site grading, crushed stone, permeable grid pavers, concrete paving, curbing, sidewalks and ADA ramps, subsurface drainage and structures, swales, erosion and sediment control, seeding/sodding, landscaping, and all other items incidental to the parking improvements shown in the contract documents.
- D. (Alternate #1) Adult Crisis Services Parking Improvements – mobilization, staking, saw cutting, demolition, excavation, fill, site grading, crushed stone, permeable grid pavers, concrete paving, curbing, sidewalks and ADA ramps, subsurface drainage and structures, erosion and sediment control, seeding/sodding, landscaping, and all other items incidental to the parking improvements shown in the contract documents.
- E. (Alternate #2) FL Parishes Human Services Parking Improvements – mobilization, staking, demolition, saw cutting, excavation, fill, site grading, crushed stone, permeable grid pavers, concrete paving, curbing, sidewalks and ADA ramps, subsurface drainage and structures, erosion and sediment control, seeding/sodding, landscaping, and all other items incidental to the parking improvements shown in the contract documents.

1.3 SCHEDULE OF VALUES

- A. Submit printed schedule. Contractor's standard form or electronic media printout.

- B. Submit Schedule of Values in duplicate within 10 days after date established in Notice to Proceed.
- C. Format: Utilize Table of Contents of this Project Manual. Identify each line item with number and title of major specification Section. Identify site mobilization, bonds and insurance.
- D. Include within each line item, direct proportional amount of Contractor's overhead and profit.
- E. Revise schedule to list approved Change Orders, with each Application For Payment.

#### 1.4 APPLICATIONS FOR PAYMENT

- A. See Section General Conditions.

#### 1.5 CHANGE PROCEDURES

- A. See Section General Conditions.

#### 1.6 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of the Engineer, it is not practical to remove and replace the Work, the Engineer will direct appropriate remedy or adjust payment.
- C. Authority of Engineer to assess defects and identify payment adjustments, is final.
- D. Non-Payment For Rejected Products: Payment will not be made for rejected products for any of the following:
  - 1. Products wasted or disposed of in a manner that is not acceptable.
  - 2. Products determined as unacceptable before or after placement.
  - 3. Products not completely unloaded from transporting vehicle.
  - 4. Products placed beyond lines and levels of required Work.
  - 5. Products remaining on hand after completion of the Work.
  - 6. Loading, hauling, and disposing of rejected products.

PART 2 PRODUCTS - Not Used.

PART 3 EXECUTION - Not Used.

END OF SECTION 01 20 00



SECTION 01 45 23  
TESTING LABORATORY SERVICES

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

- A. The Contractor will employ and pay for the services of an Independent Testing Laboratory to perform testing specifically indicated on the Contract Documents or specified in the Technical Specifications and may at any other time elect to have materials and equipment tested for conformity with the Contract Documents.
  - 1. The Contractor shall cooperate with the laboratory to facilitate the execution of its required services.
  - 2. Employment of the laboratory shall in no way relieve Contractor's obligations to perform the Work of the Contract.

1.2 QUALIFICATION OF LABORATORY

- A. Meet "Recommended Requirements for Independent Laboratory Qualification" published by American Council of Independent Laboratories.
- B. Meet basic requirements of ASTM E329-70, "Standards of Recommended Practice for Inspection and Testing Agencies for Concrete and Steel as Used in Construction".
- C. Responsible Engineer: Perform all testing under the direction of a registered professional engineer employed full time by the testing laboratory.
- D. Submittals: Submit copy of report of inspection of facilities made by materials reference laboratory of National Bureau of Standards of any deficiencies reported by inspection.

1.3 LABORATORY'S DUTIES

- A. Upon notice, cooperate with Contractor to promptly provide qualified personnel. Perform specified inspections, sampling and testing of materials and methods of construction to ascertain compliance with requirements of contract documents. Promptly notify Contractor of irregularities or deficiencies of work observed during performance of services.
- B. Promptly prepare reports of inspections and tests including:
  - 1. Date issued
  - 2. Project title and number
  - 3. Testing laboratory, name and address
  - 4. Name and signature of inspector
  - 5. Date of inspection of sampling
  - 6. Record of temperature and weather
  - 7. Date of test
  - 8. Identification of product and specification section
  - 9. Location of project
  - 10. Type of inspection or test
  - 11. Observations regarding compliance with contract documents
- C. Laboratory shall promptly distribute copies of reports of inspections and tests to:
  - 1. Contractor.
  - 2. Engineer.

3. Subcontractors, when pertinent.

#### 1.4 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

- A. Laboratory is not authorized to:
  1. Release, revoke, alter or enlarge on requirements of Contract Documents.
  2. Approve or accept any portion of the Work.
  3. Perform any duties of the Contractor.

#### 1.5 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel, provide access to Work, to Manufacturer's operations.
- B. Secure and deliver to the laboratory adequate quantities of representational samples, at the Contractor's expense, of materials proposed to be used and which require testing.
- C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other materials mixes which require control by the testing laboratory.
- D. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacture or fabrication. Standard specifications for quality and workmanship are indicated in the Contract Documents. The Engineer may require the Contractor to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the standard specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.
- E. Furnish incidental labor and facilities:
  1. To provide access to Work to be tested.
  2. To obtain and handle samples at the Project site or at the source of the product to be tested.
  3. To facilitate inspections and tests.
  4. For storage and curing of test samples.
- F. Notify laboratory at least 24 hours in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
- G. Employ and pay for the services of the same or a separate, equally qualified independent testing laboratory to perform additional inspections, sampling and testing required for the Contractor's convenience and as approved by the Engineer.

PART 2 PRODUCTS - Not Used.

PART 3 EXECUTION - Not Used.

END OF SECTION 01 45 23

SECTION 02 01 00  
CONSTRUCTION STAKING

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The CONTRACTOR shall provide and pay for field engineering services for:
  - 1. Survey work required in layout and execution of work.
  - 2. Civil, structural, or other professional engineering services specified or required to execute the CONTRACTOR's construction method.
- B. The method of field staking for the construction of the work shall be at the option of the CONTRACTOR. The OWNER shall provide the engineering surveys (CAD Drawings at request) to establish reference points which in his judgment are necessary to enable the CONTRACTOR to proceed with his work.
- C. The accuracy of any method of staking shall be the responsibility of the CONTRACTOR. All engineering for vertical and horizontal control shall be the responsibility of the CONTRACTOR.
- D. The CONTRACTOR shall be held responsible for the preservation of all stakes and marks. If any stakes or marks are carelessly or willfully disturbed by the CONTRACTOR, the CONTRACTOR shall not proceed with any work until he has reestablished such points, marks, lines and elevations as may be necessary for the prosecution of the work.
- E. The CONTRACTOR shall retain the services of a competent surveyor registered in the State of Louisiana to lay out the work and maintain a survey during construction. The CONTRACTOR shall be solely responsible for proper location of the work.

1.02 SURVEY REFERENCE POINTS

Locate and protect control points prior to starting site work and preserve all permanent reference points during construction.

- A. Make no changes or relocations without prior written notice to the ENGINEER.
- B. Report to the ENGINEER when any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.
- C. Require surveyor to replace control points which may be lost or destroyed. Establish replacements based on original survey control.

1.03 PROJECT SURVEY REQUIREMENTS

- A. Establish temporary benchmarks as needed, referenced to data established by survey control points. Record locations, with horizontal and vertical data, on Record Drawings.
- B. Establish lines and levels, locate and lay out, by instrumentation and similar appropriate means the proposed improvements, structures, roadways, and all else needed for project construction.
- C. From time to time, verify layouts by same methods.

Maintain a complete, accurate log of all control and survey work as it progresses.

1.05 SUBMITTALS

On request of the ENGINEER, submit documentation to verify accuracy of field engineering work.

PART 2 - PRODUCTS - Not Used.

PART 3 - EXECUTION - Not Used.

END OF SECTION 02 01 00



SECTION 02 41 00  
DEMOLITION

PART 1 GENERAL

1.01 DESCRIPTION

- A. Scope
  - 1. This work shall consist of the demolition, removal, and satisfactory disposal of pavement, curb, stone, subsurface utilities, grass and any other items which are designated in the plans to be removed, or necessary to construct the project.
  - 2. This work shall also consist of furnishing all labor, equipment and materials and performing all operations in connection with the saw cutting of concrete and asphalt surfaces, as indicated on the plans, as determined in the field, and as specified herein.
- B. Coordination: This work shall also consist of salvage and delivery to Owner of items deemed to be salvageable.
- C. Specified Elsewhere: Site Clearing - 31 10 00.

PART 2 PRODUCTS - Not Used.

PART 3 EXECUTION

3.01 CONSTRUCTION REQUIREMENTS

- A. Contractor shall obtain and pay for all required demolition permits and shall conform with all Local, State, and Federal laws and codes.
- B. Contractor shall raze or remove and satisfactorily dispose of all items designed to be removed.
- C. All forming materials will be removed before backfilling, no wood or biodegradable materials shall remain or be buried on site.
- D. Contractor shall preserve and protect all structures, sidewalks, driveways, fences, trees, private utilities, and all other items which are to remain.
- E. Contractor shall conform to applicable codes, safety of adjacent structures, dust control, erosion control, and off-site disposal locations and notify any affected utility companies before starting work. Contractor shall not burn or bury material on site.
- F. Contractor shall not close or obstruct roadways, sidewalks or hydrants, without proper permission and/or permits as may be required by the Parish.
- G. Contractor shall conform to applicable regulatory procedures when discovering hazardous or contaminated materials and report it immediately to the Owner and Engineer.
- H. In areas of the project where existing concrete surfaces must be protected and clean match lines maintained between an existing concrete surface and a new concrete curb, driveway, sidewalk, etc., the existing concrete surface shall be saw cut the full thickness of the structure [i.e., a four inch (4") driveway will require a saw cut depth of four inches (4")]. Areas to be saw cut will be

determined in the field by the Engineer or his authorized representative. Saw cutting is to be performed along lines set and laid-out by the Contractor. The OWNER or his authorized representative may eliminate the need for a particular saw cut by requiring the Contractor to remove the concrete back to the nearest construction joint if a construction joint is within five feet (5') of where the saw cut is planned to be performed.

- I. In areas of the project where existing asphalt surfaces must be protected and clean match lines maintained between an existing asphalt surface and new asphalt, the existing asphalt shall be cut the full thickness of the structure [i.e., a six inch (6") asphalt pavement will require a cut depth of six inches (6")]. The Contractor shall use a saw, wheel, or any other method approved by the OWNER or his authorized representative to cut the existing asphalt surface. Areas where cutting is necessary will be decided in the field by the Engineer or his authorized representative. Cutting is to be performed along lines set and laid-out by the Contractor subject to approval by the Owner and/or his authorized representative.
- J. Contractor shall remove foundation footings to a minimum of two (2) feet below finished grade beyond area of new construction and deeper, if necessary, to accommodate new construction areas.
- K. Contractor shall backfill, rough grade, and compact areas affected by demolition.
- L. Any damaged or destroyed sewer or water system services shall be first reported to the Owner and Engineer for further direction and plugged or capped in accordance with all applicable laws and codes.
- M. All removal items, if deemed to be not salvageable, shall be disposed of offsite by the Contractor.

END OF SECTION 02 41 00

SECTION 31 05 19.13  
GEOTEXTILES FOR EARTHWORK

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
  - 1. Nonwoven geotextile materials.
- B. Related Requirements:
  - 1. Section 32 11 23 - Aggregate Base Course.
  - 2. Section 31 23 23 - Fill.

1.2 SUBMITTALS

- A. Product Data: For the following:
  - 1. Nonwoven geotextile materials.
  - 2. Submit manufacturer information including tensile strength, elongation, thickness, UV resistance, and other material specifications.

1.3 QUALITY ASSURANCE

- A. Manufacturers Qualifications: Company specializing in manufacturing products specified in this Section with minimum three years' experience.
- B. Installers Qualifications: Company specializing in performing Work of this Section with minimum three years' experience.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
- B. Store materials according to manufacturer instructions.
- C. Protection:
  - 1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
  - 2. Provide additional protection according to manufacturer instructions.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Perform Work according to:
  - 1. The State of Louisiana Department of Transportation standards.
- B. Ensure that terminology incorporated herein complies with ASTM D4439.

## 2.2 NONWOVEN GEOTEXTILE MATERIALS

- A. Provide nonwoven geotextile that meets Louisiana Department of Transportation requirements for subsurface drainage, separation, and stabilization. Provide multipurpose fabrics with a felt-like appearance. The main functions for these products are filtration and separation. The most common nonwoven is a needle-punched product. Staple fibers or continuous filaments are bonded by mechanically entangling the fibers with barbed needles.
- B. Manufacturers:
  - 1. U.S. Fabrics
  - 2. TENCATE Mirafi.
  - 3. Carthage Mills.
  - 4. Hanes Geo Components.
- C. Furnish materials according to Louisiana Department of Transportation's Standard Specifications for Roads and Bridges, 2016 Edition, Section 1019.
- D. Non-biodegradable, UV-resistant, nonwoven geotextile fabric.
- E. Calendar such that yarns will retain relative positions.
- F. Performance and Design Criteria:
  - 1. Apparent Opening Size (AOS): 0.43
  - 2. Grab Tensile Strength:
    - a. 200 lbf, minimum average roll value.
    - b. Comply with ASTM D4632/D4632M.
  - 3. Elongation:
    - a. 50 percent, minimum average roll value.
    - b. Comply with ASTM D4632/D4632M.
  - 4. Trapezoidal Tear Strength:
    - a. 80 lbf minimum average roll value.
    - b. Comply with ASTM D4533/D4533M.
  - 5. Puncture Strength:
    - a. 80 lbf minimum average roll value.
    - b. Comply with ASTM D6241.
  - 6. UV Resistance at 500 Hours:
    - a. Strength Retention: 50 percent.
    - b. Comply with ASTM D4355/D4355M.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions for compliance with requirements for installation tolerances and other conditions affecting performance.
- B. Verify that underlying surface is smooth and free of ruts or protrusions that could damage geotextile material.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.



### 3.2 PREPARATION

- A. Subgrade Material and Compaction Requirements: As specified in Section 31 22 13 - Site Grading.

### 3.3 INSTALLATION OF GEOTEXTILES

- A. Geotextile Material:
  - 1. Lay and maintain smooth and free of tensile stresses, folds, wrinkles, or creases.
  - 2. Ensure that material is in direct contact with subgrade.
  - 3. Minimum Unseamed Joints Overlap: 18 inches.
- B. Securement Pins:
  - 1. Insert through geotextile midway between edges of overlaps and minimum 6 inches from free edges.
  - 2. Minimum Spacing:
    - a. Slopes Steeper than 3 Horizontal on 1 Vertical: 24 inches o.c.
    - b. Slopes 3 Horizontal on 1 Vertical to 4 Horizontal on 1 Vertical: 3 feet o.c.
    - c. Slopes Flatter than 4 Horizontal on 1 Vertical: 5 feet o.c.
  - 3. Ensure that washer bears against geotextile.
- C. Seams:
  - 1. Minimum Seamed Joints Overlap: 12 inches at longitudinal and transverse joints.
  - 2. Seams across Slope: Lap upper panel over lower panel.
- D. Penetrations: As recommended by geotextile manufacturer.
- E. Repair Damaged Geotextiles:
  - 1. Repair torn or damaged geotextile by placing patch of same type of geotextile over damaged area minimum of 12 inches beyond edge of damaged area and fasten as recommended by geotextile manufacturer.
  - 2. Remove and replace geotextile rolls which cannot be repaired.
- F. Fill and Cover:
  - 1. Place fill to prevent tensile stress or wrinkles in geotextile.
  - 2. Place fill from bottom of side-slopes upward.
  - 3. Do not drop fill from height greater than 3 feet.

### 3.4 PROTECTION

- A. Ballast: Adequate to prevent uplift of material by wind.
- B. UV Exposure: Do not leave material uncovered for more than 14 days after installation.
- C. Do not use staples or pins to hold geotextiles in place where located adjacent to other geosynthetic layers that could be damaged.
- D. Do not operate equipment directly on top of geotextiles.

END OF SECTION 31 05 19.13

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SECTION 31 10 00  
SITE CLEARING

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes the following:
  - 1. Removal of Trees and Stumps.
  - 2. Removal of vegetation.
  - 3. Clearing and grubbing.
  - 4. Removing above-grade improvements.
- B. Related Sections:
  - 1. Section 31 22 13 - Site Grading.

1.2 PROJECT CONDITIONS

- A. Traffic: Conduct site-clearing operations to ensure minimum interference with roads and other adjacent occupied or used facilities. Do not close or obstruct roads or other occupied or used facilities without permission from authorities having jurisdiction.
- B. Protection of Existing Improvements: Provide protection necessary to prevent damage to existing improvements indicated to remain in place.
  - 1. Protect improvements on adjoining properties and on Owner's property.
  - 2. Restore damaged improvements to their original condition, as acceptable to property owners.

1.3 EXISTING SERVICES

- A. General: Indicated locations are approximate; Contractor shall be responsible for determining exact locations before commencing work.

PART 2 PRODUCTS - Not Used.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify existing conditions before starting work.

3.2 SITE CLEARING

- A. General: Remove trees, stumps, grass, and other vegetation, improvements, structures, or obstructions, as required, to permit installation of new construction. Remove similar items elsewhere on site or premises as specifically indicated. Removal includes digging out and off-site disposal of stumps and roots.
- B. Clearing and Grubbing: Clear site of trees and vegetation that is within the limits of construction.
  - 1. Completely remove stumps, roots, and other debris protruding through ground surface.

2. Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated.
  - a. Place fill material in horizontal layers not exceeding 9 inches loose depth, and thoroughly compact each layer to a density equal to adjacent original ground.
  
- C. Removal of Improvements: Remove existing above-grade and below-grade improvements not specifically identified for removal as indicated as necessary to facilitate new construction or as indicated on Drawings.

### 3.3 DISPOSAL OF WASTE MATERIALS

- A. Except as noted below, Contractor shall remove from the site and satisfactorily dispose of all trees, stumps, roots, brush masonry, rubbish, scrap, debris, pavement, curbs, fences and miscellaneous other structures not covered under other Sections as shown, specified or otherwise required to permit construction of the new work.
  
- B. Stumps and other cleared and grubbed material may not be disposed on site.
  
- C. Control air pollution caused by dust and dirt and comply with governing regulations.

END OF SECTION 31 10 00



SECTION 31 22 13  
SITE GRADING

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes cutting, grading, filling, contouring, and compacting site to elevations indicated in Contract Documents.
- B. Related Sections:
  - 1. Section 31 10 00 - Site Clearing.
  - 2. Section 31 23 16 - Excavation.
  - 3. Section 31 23 23 - Fill.

1.2 REFERENCES

- A. ASTM International:
  - 1. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft<sup>3</sup> (600 kN-m/m<sup>3</sup>)).
  - 2. ASTM D2216 - Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass.
  - 3. ASTM D4643 - Standard Test Method for Determination of Water (Moisture) Content of Soil by Microwave Oven Heating.
  - 4. ASTM D6938 - Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

PART 2 PRODUCTS - Not Used.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verification of existing conditions before starting work shall be performed by the Professional Surveyor, licensed in the State of Louisiana. The Contractor shall provide copies of preconstruction topographic surveys to the Engineer in digital submission.
- B. Verify survey bench mark and intended elevations for the work are as indicated on Drawings.

3.2 PREPARATION

- A. Identify required lines, levels, contours, and datum.
- B. Protect plant life, utilities, and other features remaining as portion of final site.
- C. Protect bench marks, survey control point, existing structures, fences, paving, and curbs from excavating equipment and vehicular traffic.
- D. All areas of the project site that will have crushed stone, pavement, or road shall be proof rolled using a 25,000 pound proof roller with a tire pressure of 100 pounds per square inch. In lieu of the rolling equipment specified, the Contractor may, upon written permission from the

Engineer, operate other compacting equipment that will produce equivalent results in the same period of time as the specified equipment. If the substituted compaction equipment fails to produce the desired results within the same period of time as determined by the Engineer, its use shall be discontinued.

- E. Where proof rolling indicates areas of soft subgrade or areas of non-uniform subgrade stability, correct the deficiencies by removing and replacing the soft or unstable soils to a uniform and satisfactory stability.
- F. The subgrade for all areas of the project site that will have crushed stone, pavement, or road shall be compacted uniformly to 95 percent of standard Proctor density (ASTM D698).

### 3.3 SITE EXCAVATION

- A. Excavate soil from areas to be regraded as indicated on the plans and in accordance with Section 31 23 16 - Excavation.

### 3.4 FILLING

- A. Fill areas to contours and elevations as indicated on the plans and in accordance with Section 31 23 23 - Fill.

### 3.5 TOLERANCES

- A. Top Surface of Subgrade: Plus or minus 1/10 foot from required elevation.

### 3.6 FIELD QUALITY CONTROL

- A. Perform laboratory material tests in accordance with ASTM D698.
- B. Perform in place compaction tests in accordance with the following:
  - 1. Compaction and Water Content: ASTM D6938.
  - 2. Testing and Analysis of Fill Material: ASTM D2216 and ASTM D4643.
- C. Frequency of Tests: One test per 10,000 per square foot of fill area.

END OF SECTION 31 22 13

SECTION 31 23 16  
EXCAVATION

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
  - 1. Excavating for parking areas.
  - 2. Excavation for swales.
  - 3. Unclassified Excavation.
- B. Related Sections:
  - 1. Section 31 22 13 - Site Grading.
  - 2. Section 31 23 23 - Fill.
  - 3. Section 31 25 00 - Erosion and Sedimentation Controls.

PART 2 PRODUCTS - Not Used.

PART 3 EXECUTION

3.1 PREPARATION

- A. Locate and mark underground utilities within and surrounding construction areas.
- B. Identify required lines, levels, contours, and datum.
- C. Protect utilities indicated to remain from damage.
- D. Prior to excavation and embankment construction, all topsoil shall be stripped and stockpiled. After completion of excavation and embankment construction, all slopes shall be uniformly plated with the stockpiled topsoil. The cost of stripping, stockpiling, placing, and spreading of topsoil is to be included in other items of work.

3.2 EXCAVATION

- A. Excavate to accommodate paving, swales, and construction operations.
- B. Excavation material shall be moved with the use of mechanical equipment, such as shovels, loaders, bulldozers, graders, rippers, etc., but shall not require drilling and blasting or drilling and line breaking.
- C. Excavation shall be removed in horizontal layers in such a way that the resulting material will be a reasonable blend of the naturally occurring materials.
- D. The excavation shall be accomplished in accordance with these specifications and may include incidental work including, but not limited to, removal of structures or portions thereof, protection of excavated materials from the weather, and placement and compaction of the excavated material as backfill.
- E. Slope banks with machine to angle of repose or less until shored.

- F. Grade top perimeter of excavation to prevent surface water from draining into excavation.
- G. Trim excavation. Remove loose matter.
- H. Remove lumped subsoil, boulders, and rock up to 1/3 cubic yard measured by volume.
- I. Notify Engineer of unexpected subsurface conditions or areas of suspected contamination based on field screening, visual observations, odors, etc. Stockpile suspected hazardous material separately on top of 6-mil plastic impervious sheeting if directed by the Engineer and cover to prevent erosion and leaching, until disposed of.
- J. Correct areas over excavated with fill specified in Section 31 23 23 as directed by Engineer.
- K. Remove excess and unsuitable material from site. Remove weak soils encountered during stripping/excavation to reach desired grades. Excavate to a sufficient depth to expose soils that will support compaction with stability.
- L. Excavated onsite soils within the cut areas shall be used as fill provided it meets the requirements of imported fill as specified in Section 31 23 23.
- M. Repair or replace items indicated to remain damaged by excavation.

### 3.3 STOCKPILING

- A. Stockpile material on site in an area designated or agreed upon by the Engineer.
- B. Protect stockpiles from erosion and weather by covering with waterproof sheeting or by other means as necessary. Direct surface water away from stockpile site to prevent erosion or deterioration of materials.

### 3.4 FIELD QUALITY CONTROL

- A. Request visual inspection of bearing surfaces by Engineer a minimum of 7 days before installing subsequent work.

### 3.5 PROTECTION

- A. Prevent displacement or loose soil from falling into excavation; maintain soil stability.
- B. Protect bottom of excavations and soil adjacent to and beneath foundation from freezing.
- C. Protect structures, utilities and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth operations.

END OF SECTION 31 23 16



SECTION 31 23 17  
TRENCHING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
  - 1. Compacted fill from top of utility bedding to elevations as defined on the Drawings.
  - 2. Filling and compaction.
  - 3. Trenching for site utilities.
  
- B. Related Sections:
  - 1. Section 31 23 16 - Excavation.
  - 2. Section 31 23 23 - Fill.
  - 3. Section 33 41 00 - Storm Utility Underdrain Piping.

1.2 REFERENCES

- A. ASTM International:
  - 1. ASTM D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft<sup>3</sup>).
  - 2. ASTM D6938 - Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

1.3 DEFINITIONS

- A. Utility: Any buried pipe, duct, conduit, cable, or conductor.

PART 2 PRODUCTS

2.1 FILL MATERIALS

- A. Fill: Fill as specified in Section 31 23 23.

PART 3 EXECUTION

3.1 LINES AND GRADES

- A. Lay pipes to lines and grades indicated on Drawings.
  - 1. Engineer reserves right to make changes in lines, grades, and depths of utilities when changes are required for Project conditions.
  
- B. Maintain grade alignment of pipe using string line parallel with grade line and vertically above centerline of pipe.
  - 1. Establish string line on level batter boards at intervals of not more than 25 feet.
  - 2. Install batter boards spanning trench, rigidly anchored to posts driven into ground on both sides of trench.
  - 3. Set three adjacent batter boards before laying pipe to verify grades and line.
  - 4. Determine elevation and position of string line from elevation and position of offset points or stakes located along pipe route.

5. Do not locate pipe using side lines for line or grade.

### 3.2 TRENCHING

- A. Excavate subsoil required for utilities to utility service.
- B. Remove lumped subsoil, boulders, and rock.
- C. Do not advance open trench more than 200 feet ahead of installed pipe.
- D. Cut trenches sufficiently wide to enable installation and allow inspection. Remove water or materials that interfere with work.
- E. Excavate bottom of trenches minimum 2 feet wider than outside diameter of pipe.
- F. Excavate trenches to depth indicated on Drawings. Provide uniform and continuous bearing and support for bedding material and pipe.
- G. When Project conditions permit, slope side walls of excavation starting 2 feet above top of pipe. When side walls can not be sloped, provide sheeting and shoring to protect excavation as specified in this section.
- H. When subsurface materials at bottom of trench are loose or soft, excavate to greater depth as directed by Engineer until suitable material is encountered.
- I. Cut out soft areas of subgrade not capable of compaction in place. Fill and compact to density equal to or greater than requirements for subsequent fill material.
- J. Trim excavation. Hand trim for bell and spigot pipe joints. Remove loose matter.
- K. Correct areas over excavated areas with compacted fill as specified for authorized excavation or replace with fill concrete as directed by Engineer.

### 3.3 SHEETING AND SHORING

- A. Sheet, shore, and brace excavations to prevent danger to persons, structures, and adjacent properties and to prevent caving, erosion, and loss of surrounding subsoil.
- B. Support trenches more than 5 feet deep excavated through unstable, loose, or soft material. Provide sheeting, shoring, bracing, or other protection to maintain stability of excavation.
- C. Design sheeting and shoring to be removed at completion of excavation work.
- D. Repair damage caused by failure of the sheeting, shoring, or bracing and for settlement of filled excavations or adjacent soil.
- E. Repair damage to new and existing work from settlement, water or earth pressure or other causes resulting from inadequate sheeting, shoring, or bracing.

### 3.4 FILLING

- A. Backfill trenches to contours and elevations with unfrozen materials as shown on the drawings. Unless otherwise noted on drawings, backfill with fill materials as specified in Section 31 23 23. Excavated onsite soils within the trench shall be used as backfill provided it

meets the requirements of imported engineered fill as specified in Section 31 23 23. Unsuitable soils shall be disposed of in accordance with Section 31 23 16.

- B. Systematically fill to allow maximum time for natural settlement. Do not fill over porous, wet, frozen, or spongy subgrade surfaces.
- C. Place fill material in continuous layers of 6-inches or less and compact to 95 percent Standard Proctor Density in accordance with ASTM D698.
- D. Employ placement method that does not disturb or damage utilities in trench.
- E. Maintain optimum moisture content of fill materials to attain required compaction density.
- F. Do not leave more than 50 feet of trench open at end of working day.
- G. Protect open trench to prevent danger to Owner.

### 3.5 FIELD QUALITY CONTROL

- A. Perform laboratory material tests in accordance with ASTM D698.
- B. Perform in place compaction tests in accordance with ASTM D6938.
- C. When tests indicate work does not meet specified requirements, remove work, replace, compact, and retest.
- D. Frequency of Tests: 1 test per lift for each 300 linear feet.

### 3.6 PROTECTION OF FINISHED WORK

- A. Reshape and re-compact fills subjected to vehicular traffic during construction.

END OF SECTION 31 23 17

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SECTION 31 23 23  
FILL

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
  - 1. Fill for grading.
- B. Related Sections:
  - 1. Section 31 22 13 - Site Grading.
  - 2. Section 31 23 16 - Excavation.
  - 3. Section 31 23 17 - Trenching.
  - 4. Section 32 11 23 - Aggregate Base Courses.

PART 2 PRODUCTS

2.1 FILL MATERIALS

- A. Structural Fill: Type S1 will consist of USCS Classification CL material with maximum 30% retained on the No. 200 Sieve, Liquid Limit less than 45, and Plasticity Index greater than 10 and less than 25.
- B. General Fill: Type S2 will consist of USCS Classification CH material.
- C. Granular Fill: Type A1 as specified in Section 32 11 23.
- D. Granular Fill: Type A2 as specified in Section 32 11 23.
- E. Granular Fill: Type A3 as specified in Section 32 11 23.
- F. Granular Fill: Type A4 as specified in Section 32 11 23.
- G. Granular Fill: Type A5 as specified in Section 32 11 23.

PART 3 EXECUTION

3.1 BACKFILLING

- A. Backfill areas to contours and elevations with unfrozen materials.
- B. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen or spongy subgrade surfaces.
- C. Place material in continuous layers as follows:
  - 1. Structural Fill: 9 inches or less in loose thickness when heavy, self-propelled compaction equipment is used. 4 to 6 inches in loose thickness when hand-guided equipment is used.
  - 2. General Fill: Same as Structural fill.
  - 3. Granular Fill: Maximum 6 inches compacted depth.

- D. Employ placement method that does not disturb or damage other work.
- E. Maintain optimum moisture content of backfill materials to attain required compaction density.

### 3.2 SCHEDULE

- A. Fill Under Grass Areas:
  - 1. Fill Type S2, to finish grade, compact uniformly to 92% of maximum density, standard proctor (ASTM D698).
- B. Fill Under Concrete Drives:
  - 1. Compact subsoil.
  - 2. Fill Type S1, below finish aggregate base elevation, compact uniformly to 95% of maximum density, standard proctor.
  - 3. Fill Type A3, to finished elevation, compact uniformly to 95% of maximum density, standard proctor.
- C. Fill Under Gravelpave Parking:
  - 1. Compact subsoil.
  - 2. Fill Type S1, below finish aggregate base elevation, compact uniformly to 95% of maximum density, standard proctor.
  - 3. Fill Type A4, below finished grid elevation, compact uniformly to 90% of maximum density, standard proctor.
- D. Fill for Gravel Parking:
  - 1. Compact subsoil.
  - 2. Fill Type S1, below finish aggregate base elevation, compact uniformly to 95% of maximum density, standard proctor.
  - 3. Fill Type A3, to finished elevation, compact uniformly to 95% of maximum density, standard proctor.
- E. Fill to Correct Over-excavation:
  - 1. Fill Type A1, flush to required elevation, compact uniformly.

END OF SECTION 31 23 23

SECTION 31 25 00  
EROSION AND SEDIMENTATION CONTROLS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
  - 1. Silt Fence.
  - 2. Straw Wattles.
  - 3. Storm Drain Inlet Sediment Capture Device.
  - 4. Seeding.
  - 5. Stone Construction Exit.
  
- B. Related Sections:
  - 1. Section 31 10 00 - Site Clearing.
  - 2. Section 31 22 13 - Site Grading.
  - 3. Section 31 23 16 - Excavation.
  - 4. Section 31 23 17 - Trenching
  - 5. Section 31 23 23 - Fill.

1.2 REFERENCES

- A. ASTM International:
  - 1. ASTM D4632 - Standard Test Method for Grab Breaking Load and Elongation of Geotextiles.
  - 2. ASTM D3786 - Standard Test Method for Bursting Strength of Textile Fabrics - Diaphragm Bursting Strength Tester Method.
  - 3. ASTM D4833 - Standard Test Method for Index Puncture Resistance of Geomembranes and Related Products.
  - 4. ASTM D4533 - Standard Test Method for Trapezoid Tearing Strength of Geotextiles.
  - 5. ASTM D4751 - Standard Test Method for Determining Apparent Opening Size of a Geotextile.
  - 6. ASTM D4491 - Standard Test Methods for Water Permeability of Geotextiles by Permittivity.
  - 7. ASTM D4355 - Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture and Heat in Xenon Arc Type Apparatus.
  - 8. ASTM D692 - Standard Specification for Coarse Aggregate for Bituminous Paving Mixtures.

1.3 SUBMITTALS

- A. Manufacturer's Certificate: Certify products meet or exceed project specifications and any authority having jurisdiction.

1.4 QUALITY ASSURANCE

- A. All control measures shall be checked and repaired at least weekly and as often is necessary to ensure that appropriate erosion and sediment controls have been constructed and maintained to determine if additional or alternative controls are required.

## 1.5 ENVIRONMENTAL REQUIREMENTS

- A. Provide adequate protection to existing drainage structures, etc. on the Project Site.

## PART 2 PRODUCTS

### 2.1 SILT FENCE

- A. Filter Fabric: Permeable geotextile containing ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected construction life at a temperature range of 0 degrees F to 120 degrees F; made of polypropylene, nylon, polyester or ethylene yard; and with the following minimum properties to be verified by the use of the appropriate test method.

<u>Physical Properties</u>	<u>Test</u>	<u>Requirements</u>
Grab Tensile Strength	ASTM D4632	120 x 90 lbs.
Grab Tensile Elongation	ASTM D4632	10%
Mullen Burst Strength	ASTM D3786	270 psi
Puncture Strength	ASTM D4833	50 lbs
Trapezoid Tear Strength	ASTM D4533	50 lbs
Apparent Opening Size	ASTM D4751	20 U.S. Std. Sieve
Permittivity	ASTM D4491	0.07 Sec
Flow Rate	ASTM D4491	4 gpm/ft <sup>2</sup>
UV Resistance	ASTM D4355	70%

- B. Wire fence reinforcement for filter fabric shall be minimum of 14 gauge (0.080 inches) and a maximum mesh spacing of 6 inches.
- C. Steel post shall be standard "U" or "T" section with a minimum weight of 1.33 pounds per linear foot and have a minimum length of 6 feet.
- D. Wood post shall have a minimum diameter of 4 inches and a minimum length of 6 feet.

### 2.2 STONE CONSTRUCTION EXIT

- A. Stone: Crushed stone, crushed gravel, crushed slag or other approved non-skid aggregates or combinations thereof; narrowly graded coarse aggregate meeting the quality requirements of ASTM D692, with 100 percent passing the 3 inch sieve and 0 to 5 percent passing the 1-1/2 inch sieve.
- B. Filter Fabric: Heavy-duty woven or non-woven permeable geotextile, made from polypropylene, nylon, polyester or ethylene yarn; with the following minimum properties to be verified by the use of the appropriate test methods:

<u>Physical Properties</u>	<u>Test Method</u>	<u>Requirements</u>
Grab Tensile Strength	ASTM D4632	220 lbs.
Grab Tensile Elongation	ASTM D4632	200%
Mullen Burst Strength	ASTM D3786	430 lbs.
Puncture Strength	ASTM D4833	125 lbs.
Apparent Opening Size	ASTM D4751	48-80 U.S. Std. Sieve

### 2.3 STORM DRAIN INLET PROTECTION SEDIMENT CAPTURE DEVICE

- A. Sediment capture device shall be manufactured from a specially designed woven polypropylene geotextile and sewn by a double needle machine, using a high strength nylon thread.

- B. Sediment capture device shall be manufactured to fit the opening of the catch basin or drop inlet and have dump straps attached at the bottom to facilitate emptying and a visual means of indicating when the sack should be emptied.

Regular Flow			
<u>Physical Properties</u>	<u>Test Method</u>	<u>Units</u>	<u>Test Results</u>
Grab Tensile	ASTM D4632	lbs.	315
Grab Elongation	ASTM D4632	%	15
Puncture	ASTM D4833	lbs.	140
Mullen Burst	ASTM D3786	P.S.I.	800
Trapezoid Tear	ASTM D4533	lbs.	125x125
UV Resistance (@500 hrs)	ASTM D4355	%	80
AOS	ASTM D4751	US Sieve	40
Flow Rate	ASTM D4491	Gal/Min/Ft <sup>2</sup>	50
Permittivity	ASTM D4491	sec <sup>-1</sup>	0.70

High Flow			
<u>Physical Properties</u>	<u>Test Method</u>	<u>Units</u>	<u>Test Results</u>
Grab Tensile	ASTM D4632	lbs.	255x275
Grab Elongation	ASTM D4632	%	20x15
Puncture	ASTM D4833	lbs.	135
Mullen Burst	ASTM D3786	P.S.I.	420
Trapezoid Tear	ASTM D4533	lbs.	40x50
UV Resistance (@500 hrs)	ASTM D4355	%	90
AOS	ASTM D4751	US Sieve	20
Flow Rate	ASTM D4491	Gal/Min/Ft <sup>2</sup>	200
Permittivity	ASTM D4491	sec <sup>-1</sup>	1.50

## 2.4 TEMPORARY SEEDING

- A. Seed: Acceptable seed shall be a grass, legume, or cover-crop seed which will provide temporary vegetative cover for the disturbed areas and shall be a quick growing species appropriate to the season, the surrounding region and the site conditions. The seed shall not compete with the grasses proposed to be sown later for permanent cover.
- B. Mulch
1. Acceptable mulch shall be hay, straw, fiber mats, netting, bark, wood chips or other approved locally available materials that do not contain noxious grass, weeds or other deleterious materials.
  2. Unacceptable mulch shall include, but is not limited to the following: low grade, musty, spoiled, partially rotted materials unfit for animal consumption; materials containing matured seed of species which would volunteer and be detrimental to the proposed over seeding; material which is fresh and/or excessively brittle, or which is in such an advanced stage of decomposition as to smother or retard the planted grass.
  3. Hay shall be native hay, sudangrass hay, broomsedge hay, legume hay or similar hay or grass clippings.
  4. Straw shall be the threshed stems or stalks of oats, wheat, barley, rye, rice or other cereal plant from which the grain has been removed.
  5. Cellulose-fiber or wood-pulp mulch shall be products commercially available for use in spray applications.
- C. Lime
1. Lime shall be approved agricultural-grade ground limestone conforming to ASTM C602 containing not less than 85 percent of total carbonates. Limestone shall be ground to such



fineness that 90 percent will pass through a No. 20 sieve and 50 percent will pass through a No. 100 mesh sieve. Dolomitic lime or a high magnesium lime shall contain at least 10 percent of magnesium oxide.

2. Lime shall be applied at the following rates, depending on the pH level of the soil.

<u>pH Test</u>	<u>Rate (tons per acre)</u>
Below 4.2	3
4.2 to 5.2	2
5.2 to 6	1

#### D. Fertilizer

1. Fertilizers shall be standard commercial fertilizers supplied separately or in mixtures containing the percentages of total nitrogen, available phosphoric acid and water-soluble potash. They shall be applied at the rate and to the depth specified herein and shall meet the requirements of Fed. Spec. O-F 241, the standards of the Association of Official Agricultural Chemists and applicable state laws. They shall be furnished in standard containers with name, weight and guaranteed analysis of contents clearly marked thereon. No cyanamide compounds or hydrated lime shall be permitted in mixed fertilizers.
2. The fertilizers may be supplied in one of the following forms:
  - a. A dry, free-flowing fertilizer suitable for application by a common fertilizer spreader;
  - b. A finely-ground fertilizer soluble in water, suitable for application by power sprayers;  
or,
  - c. A granular or pellet form suitable for application by blower equipment.
3. Fertilizers shall be 10-20-10 commercial fertilizer, or equivalent nutrients, and shall be spread at the rate of 600 pounds per acre.

### 2.5 STRAW WATTLES

- A. Straw wattles shall be made from recycled rice straw that is pressure blown into tubular netting bundles. They shall be weed and seed free wattles that are secured at each end using hog rings.
- B. Tubular netting shall be black with a strand thickness of approximately 0.03 per inch and a thickness of approximately 0.055 per inch. The weight is approximately 0.35 ounces per foot and is made from 85 percent high density polyethylene, 14 percent vinyl acetate with 1 percent carbon black for UV inhibition.

## PART 3 EXECUTION

### 3.1 GENERAL

- A. Erosion and sediment control measures shall be installed and made functional prior to inception of any upslope land disturbing activity and shall be properly maintained and operated until final stabilization is achieved according to requirements of authorities having jurisdiction.
- B. Pre-construction vegetative ground cover shall not be destroyed, removed, or disturbed more than 10 calendar days prior to grading or earth moving.
- C. Construction shall be sequenced to minimize the exposure time of cleared surface areas.
- D. Stabilization shall be accomplished by temporarily or permanently protecting the disturbed soil surface from rainfall impacts and runoff with appropriate ground cover such as grass, sod, mulch, gravel, erosion control blankets or other approved materials.

- E. Vegetative stabilization measures must be initiated whenever any clearing, grading, excavating, or other land disturbing activities have temporarily or permanently ceased on any portion of the site and will not resume for a period of 14 days or more. The appropriate temporary or permanent vegetative practices shall be implemented within 7 calendar days.
- F. All surface water flowing through the construction area shall be diverted by using berms, channels, or sediment traps as necessary prior to exiting the site.
- G. Muddy water from excavation and work areas shall be held in settling basins or treated by filtration prior to discharging off-site.
- H. All soil and sediment shall be stockpiled in a single location upstream of the sediment basins or filters and left in a non-compacted positively drained state. Silt fencing shall be placed and maintained at the base of all soil and sediment stockpiles.
- I. Inspect, maintain, and repair erosion and sediment control measures during construction until permanent vegetation has been established. All accumulated sediment shall be removed from structural controls when sediment deposits reach one third to one half the height of the control. All removed sediment deposits shall be properly disposed. Non-functioning controls shall be repaired, replaced, or supplemented with functional controls within 24 hours of discovery or as soon as field conditions allow.
- J. When removing erosion and sediment controls, restore and stabilize areas disturbed during removal.

### 3.2 SILT FENCE

#### A. Installation

- 1. A trench shall be excavated approximately 4 inches wide and 4 inches deep on the upslope side of the proposed location of the measure.
- 2. Set the wood or steel posts a maximum of 10 feet apart.
- 3. Securely fasten the wire mesh fence to the upslope side of the posts using tie wires, hog rings or heavy-duty tapes at least one inch long. The wire mesh shall extend into the trench a minimum of two inches and shall not extend more than 34 inches above the original ground surface.
- 4. Cut the filter fabric from a continuous roll to the entire length of the barrier, to avoid the use of joints.
- 5. Fasten the filter fabric to the wire mesh using staples or wire ties, with 8 inches of the fabric extending down into the trench. Do not attach the fabric to existing trees.
- 6. Where fabric joints are unavoidable, splice the fabric only at a support post with a minimum 6 inch overlap on both sides and securely seal the joint.
- 7. If a silt fence is to be constructed across a swale or other small drainage channel, the measure shall be extended sufficiently to eliminate end flow. The plan configuration shall resemble an arc or trapezoid with the ends oriented upslope.
- 8. The height of a silt fence shall be a minimum of 16 inches and a maximum of 34 inches above the original ground elevation.
- 9. Backfill the 4 inch by 4 inch trench with suitable soil and compact over the entrenched filter fabric.

#### B. Maintenance

- 1. Sediment levels along fence shall be monitored by Contractor and sediment removed when one-half the height of the silt fence is obstructed by sediment.

2. If a portion of silt fence is damaged for any reason, immediately remove that segment of fence to the nearest posts, replace with new fence and overlap with the existing fence.
3. Remove the silt fence when the entire upstream drainage area has achieved final stabilization, unless directed otherwise.

### 3.3 STONE CONSTRUCTION EXIT

#### A. Installation

1. Clear the ingress/egress area of all vegetation, roots and other objectionable material.
2. Excavate the full width and length of the ingress/egress area. Place the filter fabric under liner in accordance with manufacturer's specifications.
3. Slope the surface of the stone pad away from the Park road.
4. Install concrete wash rack and outlet pipe according to manufacturer's specifications.

#### B. Maintenance

1. Maintain the ingress/egress area in a condition which will prevent tracking or flow of mud onto adjacent Park facilities and public rights-of way.
2. If mud is not removed by the vehicles traveling over the stone then the tires shall be washed over the wash rack before entering a Park roads.
3. Periodically top dress the area with additional stone or rework the existing stone as required to prevent mud tracking.
4. All materials spilled, dropped, washed or tracked from vehicles onto roadways or into storm drains shall be removed immediately. The use of water trucks to remove such materials will not be permitted under any circumstances.
5. Remove the construction exit when the entire site has achieved final stabilization, unless directed otherwise.
- 6.

### 3.4 STORM DRAIN INLET PROTECTION

#### A. Installation

1. To install Siltsack in the catch basin, remove the grate and place the sack in the opening. Hold approximately six inches of the sack outside the frame. This is the area of the lifting straps. Replace the grate to hold the sack in place.

#### B. Maintenance

1. Maintain the sediment filter in a condition which will simultaneously prevent sediment from entering the storm drain and also prevent storm water ponding around the structure.
2. When the restraint cord is no longer visible, Siltsack is full and should be emptied.
3. To remove Siltsack, take two pieces of 1 inch diameter rebar and place through the lifting loops on each side of the sack to facilitate the lifting of Siltsack.
4. To empty Siltsack, place unit where the contents will be collected. Place the rebar through the lift straps (connected to the bottom of the sack) and lift. This will lift Siltsack from the bottom and empty the contents. Clean out and rinse. Return Siltsack to its original shape and place back in the basin.

### 3.5 TEMPORARY SEEDING

#### A. Seedbed Preparation

1. Fertilizer and lime shall be incorporated into the top 2 to 4 inches of the soil.
2. If the area has been recently loosened or disturbed, no further roughening is required. If the area is compacted, crusted or hardened, the soil surface shall be roughened as specified herein.

B. Sowing Seed

1. Seed shall be evenly applied with a broadcast seeder, drill, cultipacker seeder or hydroseeder.
2. Small grains shall be planted no more than one inch deep.
3. Grasses and legumes shall be planted with no less than 1/4 inch soil cover.
4. Do not seed areas in excess of that which can be mulched on the same day.
5. Do not sow seed immediately following rain, when ground is too dry or when winds are over 12 miles per hour.

C. Mulching

1. Immediately following seeding apply mulch to uniform thickness at the rate of 2 to 3 tons per acre to provide a loose depth of not less than 1-1/2 inches nor more than 3 inches.
2. Apply water with fine spray immediately after each area has been mulched. Saturate soil to depth of 4 inches.
3. Seed plantings made in fall, for winter cover or during hot and dry summer months shall be straw mulched.
4. The mulch shall be secured by the "peg and string" method, driving stakes or wire pins into the ground on 5 foot centers or less. Binder twine shall be strung between adjacent stakes in straight lines and crisscrossed diagonally over the mulch, after which the stakes shall be firmly driven nearly flushed to the ground to draw the twine tight onto the mulch.

D. Maintenance

1. Areas which fail to establish vegetative cover adequate to prevent rill and gully erosion shall be regarded and reseeded, as soon as such areas are identified.
2. Mow grass at regular intervals to maintain a maximum height of 2-1/2 inches. Do not cut more than 1/3 of grass blade at each mowing. Perform first mowing when seedlings are 40 percent higher than desired height.
3. Water to prevent grass and soil from drying out. Apply water slowly so that surface of soil will not puddle and crust.

### 3.6 STRAW WATTLES

A. Straw Wattles should be installed in accordance with standard details for fiber rolls.

1. Wattles shall be secured to the subgrade by wooden stakes spaced every four linear feet across the length of the wattle.
2. Stakes shall be driven through the center of the wattle and into the ground a minimum of 24 inches with less than two inches projecting above the top of the wattle.
3. When joining two wattles, tightly abut both ends or overlap the wattles approximately six inches. If wattles are joined together by abutting the ends, tie the ends together using heavy twine or plastic locking ties.
4. When installing in a channel bottom, straw wattle installation shall continue three feet above the anticipated high water mark.
5. Straw wattles shall remain in place until fully established vegetation and root systems are present and can survive on their own. Wattles that are not removed will degrade in place.

### 3.7 SITE STABILIZATION

- A. Incorporate erosion control devices into the Project at the earliest practicable time.
- B. Construct, stabilize and activate erosion controls before site disturbance within tributary areas of those controls.
- C. Slope stockpile sides at 2:1 or flatter.

- D. Stabilize any disturbed area of affected erosion control devices on which construction activity has ceased.
  - 1. During non-germinating periods, apply mulch at recommended rates.
  - 2. Stabilize disturbed areas which are either at finished grade or will not be further disturbed in accordance with Section 32 92 00 permanent seeding specifications.
- E. Stabilize diversion channels, sediment traps, and stockpiles immediately.

### 3.8 FIELD QUALITY CONTROL

- A. Inspect erosion control devices on a weekly basis and after each runoff event. Make necessary repairs to ensure erosion and sediment controls are in good working order.
- B. When tests indicate work does not meet specified requirements, remove work, replace and retest.

### 3.9 CLEANING

- A. When sediment accumulation in sedimentation structures has reached a point one-third depth of sediment structure or device, remove and dispose of sediment.
- B. Do not damage structures or devices during cleaning operations.
- C. Do not permit sediment to erode into construction or site areas or natural waterways.
- D. Clean channels when depth of sediment reaches approximately one half channel depth.

END OF SECTION 31 25 00



SECTION 32 11 23  
AGGREGATE BASE COURSES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
  - 1. Aggregate subbase.
  - 2. Aggregate base course.
  
- B. Related Sections:
  - 1. Section 31 23 17 - Trenching.
  - 2. Section 31 23 23 - Fill.
  - 3. Section 32 13 13 - Concrete Paving.
  - 4. Section 32 14 33.13 - Permeable Plastic Paving.

1.2 REFERENCES

- A. ASTM International:
  - 1. ASTM D2940 - Standard Specification for Graded Aggregate Material For Bases or Subbases for Highways or Airports.

PART 2 PRODUCTS

2.1 AGGREGATE MATERIALS

- A. Granular Material: Fill Type A1. Granular material shall be non-plastic and siliceous material, and shall comply with the following gradation:

US Sieve	Percent Passing
1/2 inch	100
No. 10	75 to 100
No. 200	0 to 10

- B. Granular Material: Fill Type A2. Granular material shall be free draining sand (less than 5% passing No. 200 sieve), and free of organic/expansive material.

- C. Granular Material: Fill Type A3. Granular material shall be No. 610 limestone or similarly graded recycled concrete and shall comply with the following gradation:

US Sieve	Percent Passing
1 1/2"	100
1"	90 to 100
3/4"	70 to 100
No. 4	35 to 65
No. 40	12 to 32

No. 200	0 to 8
---------	--------

The fraction passing the No. 40 sieve shall be non-plastic.

- D. Granular Material: Fill Type A4. Granular material shall be washed No. 57 limestone and shall comply with the following gradation:

US Sieve	Percent Passing
1 ½"	100
1"	95 to 100
1/2"	25 to 60
No. 4	0 to 10
No. 8	0 to 5

- E. Granular Material: Fill Type A5. Granular material shall be washed ¾" or 5/8" aggregate to be used as infill.

### PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Verify compacted substrate is dry and ready to support paving and imposed loads.
1. Proof roll substrate with hauling vehicle in minimum two perpendicular passes to identify soft spots.
  2. Remove soft substrate and replace with granular fill as specified in Section 31 23 23.
- B. Verify substrate has been inspected, gradients and elevations are correct.

#### 3.2 PREPARATION

- A. Correct irregularities in substrate gradient and elevation by scarifying, reshaping, and re-compacting.
- B. Do not place fill on soft, muddy, or frozen surfaces.

#### 3.3 AGGREGATE PLACEMENT

- A. Spread aggregate over prepared substrate to total compacted thickness indicated on Drawings.

#### 3.4 TOLERANCES

- A. Maximum Variation From Flat Surface: 1/2 inch measured with 10 foot straight edge.
- B. Maximum Variation From Thickness: 1/4 inch.
- C. Maximum Variation From Elevation: 1/2 inch.

3.5 SCHEDULES

- A. Concrete Drive Base Course (A3): 5 inches thick placed in single layer.
- B. Gravel Parking Surface Course (A3): 6 inches thick and placed in single layer.
- C. Gravelpave Base Course (A4): 6 inches thick and placed in single layer.
- D. Gravelpave Surface Course (A5, infill): 1.8 inches thick.

END OF SECTION 32 11 23

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SECTION 32 13 13  
CONCRETE PAVING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
  - 1. Concrete sidewalks.
  - 2. Concrete curbs.
  - 3. Concrete drives.
  - 4. ADA ramps.
  - 5. Miscellaneous concrete.
  
- B. Related Requirements:
  - 1. Section 31 23 23 - Fill.
  - 2. Section 32 11 23 - Aggregate Base Courses.

1.2 REFERENCE STANDARDS

- A. American Concrete Institute:
  - 1. ACI 301 - Specifications for Structural Concrete.
  - 2. ACI 304 - Guide for Measuring, Mixing, Transporting, and Placing Concrete.
  
- B. ASTM International:
  - 1. ASTM A185/A185M - Standard Specification for Steel Welded Wire Fabric, Plain, for Concrete Reinforcement.
  - 2. ASTM A615/A615M - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
  - 3. ASTM C31/C31M - Standard Practice for Making and Curing Concrete Test Specimens in the Field.
  - 4. ASTM C33 - Standard Specification for Concrete Aggregates.
  - 5. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
  - 6. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete.
  - 7. ASTM C143/C143M - Standard Test Method for Slump of Hydraulic Cement Concrete.
  - 8. ASTM C150 - Standard Specification for Portland Cement.
  - 9. ASTM C172 - Standard Practice for Sampling Freshly Mixed Concrete.
  - 10. ASTM C173/C173M - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.
  - 11. ASTM C260 - Standard Specification for Air-Entraining Admixtures for Concrete.
  - 12. ASTM C309 - Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
  - 13. ASTM C494/C494M - Standard Specification for Chemical Admixtures for Concrete.
  - 14. ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete.
  - 15. ASTM C989 - Standard Specification for Ground Granulated Blast-Furnace Slag for Use in Concrete and Mortars.
  - 16. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
  - 17. ASTM D6690 - Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.



- C. Louisiana Department of Transportation (LADOT):
  - 1. Louisiana Standard Specifications for Roads and Bridges, 2016 Edition (LADOT Standard Specifications).

### 1.3 SUBMITTALS

- A. Product Data: Submit data on concrete materials, joint filler, admixtures, curing compounds.
- B. Design Data:
  - 1. Submit concrete mix design for each concrete strength. Submit separate mix designs when admixtures are required for the following:
    - a. Hot and cold weather concrete work.
  - 2. Identify mix ingredients and proportions, including admixtures.
- C. Source Quality Control Submittals: Indicate results of factory tests and inspections.
- D. Shop Drawings and Plans: Concrete placement drawings identifying location and layout of vertical and horizontal construction joints, expansion joints, and contraction joints shall be provided prior to concrete operations.

### 1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 301.
- B. Obtain cementitious materials from same source throughout.

### 1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years experience.
- B. Installer: Company specializing in performing work of this section with minimum three years experience.

### 1.6 AMBIENT CONDITIONS

- A. Do not place concrete when base surface temperature is less than 40 degrees F, or surface is wet or frozen.

## PART 2 PRODUCTS

### 2.1 AGGREGATE BASE COURSE

- A. Aggregate Base Course: As specified in Section 32 11 23

### 2.2 CONCRETE PAVING

- A. Form Materials:
  - 1. Wood form material, profiled to suit conditions.
  - 2. Joint Filler: ASTM D1751; Asphalt impregnated fiberboard or felt, 1/2 inch thick.
- B. Reinforcement:

1. Reinforcing Steel: ASTM A615/A615M, 60 ksi yield strength, where welding is not required.
2. Welded Plain Wire Fabric: ASTM A185/A185M; in flat sheets; unfinished.
3. Dowels: ASTM A615/A615M; 60 ksi yield strength, plain steel bars; cut to length indicated on Drawings, square ends with burrs removed; unfinished.
4. Tie Wire: Minimum 16 gage annealed type.
5. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for strength and support of reinforcement during concrete placement conditions.

C. Concrete Materials:

1. Cement: ASTM C150, Type I - Normal Portland type.
2. Fine and Coarse Aggregates: ASTM C33.
  - a. Fine aggregate materials passing 200 sieve: 4 percent maximum.
  - b. Coarse aggregate materials passing 200 sieve: 0.5 percent maximum.
  - c. Course aggregate shall be 1-inch maximum size.
  - d. For fine aggregates, limit deleterious substances in accordance with ASTM C33, Table 1 with material finer than 200 sieve limited to 3 percent, coal and lignite limited to 0.5 percent.
  - e. For course aggregates, limit deleterious substances in accordance with ASTM C33, Table 3 for exposed concrete.
  - f. Coarse aggregates shall be natural gravels, combination of gravels and crushed gravels, crushed stone, or combination of these materials containing no more than 15 percent flat or elongated particles (long dimension more than five times the short dimension).

D. Manufacturer List:

1. Water: ASTM C94/C94M; potable.
2. Air Entrainment: ASTM C260.
3. Chemical Admixture: ASTM C494/C494M.
4. Fly Ash: ASTM C618.
5. Slag: ASTM C989; ground granulated blast furnace slag.

## 2.3 FABRICATION

- A. Fabricate reinforcing in accordance with CRSI Manual of Practice.

## 2.4 MIXES

A. Concrete Mix Curbs, Drives, and Sidewalks - By Performance Criteria:

1. Mix concrete in accordance with ACI 304. Deliver concrete in accordance with ASTM C94/C94M.
2. Select proportions for normal weight concrete in accordance with ACI 301 Method.
3. Provide concrete to the following criteria:
  - a. Compressive Strength: 3,000 psi at 28 days.
  - b. Slump: 2 to 5 inches.
  - c. Minimum Cement Content: 545 pounds/cu yd.
  - d. Maximum Water/Cement Ratio: .45.
  - e. Air Entrainment: ASTM C94/C94M; maximum variation of 1.5 percent from required air content.
4. Use accelerating admixtures in cold weather only when approved by the Engineer in writing. Use of admixtures will not relax cold weather placement requirements.
5. Use calcium chloride only when approved by the Engineer in writing.

6. Use set retarding admixtures during hot weather only when approved by the Engineer in writing.

## 2.5 ACCESSORIES

- A. Curing Compound: ASTM C309.
- B. Joint Sealers: ASTM D6690; hot applied type or self leveling polyurethane joint filler, Sonneborn SL-1 or equal.

## 2.6 SOURCE QUALITY CONTROL

- A. Submit proposed mix design to Engineer for review prior to commencement of Work.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify compacted granular subbase is dry and ready to support paving and imposed loads.
  1. Proof roll subbase in minimum two perpendicular passes to identify soft spots.
  2. Remove soft subbase and replace with compacted fill as specified in Section 31 23 23.
- B. Verify gradients and elevations of base are correct.

### 3.2 PREPARATION

- A. Remove all topsoil, vegetation, wood, large rocks, and all soft and yielding material that will not compact readily. Backfill with suitable materials that will provide a uniform subgrade.
- B. Moisten substrate to minimize absorption of water from fresh concrete.
- C. Notify Engineer minimum 24 hours prior to commencement of concreting operations.

### 3.3 INSTALLATION

- A. Base Course:
  1. Aggregate Base Course: Install as specified in Section 32 11 23.
- B. Forms:
  1. Place and secure forms and screeds to correct location, dimension, profile, and gradient.
  2. Assemble formwork to permit easy stripping and dismantling without damaging concrete.
- C. Reinforcement:
  1. Place reinforcing as indicated on Drawings.
  2. Interrupt reinforcing at expansion joints.
- D. Placing Concrete:
  1. Place concrete in accordance with ACI 301.
  2. Ensure reinforcing, inserts, embedded parts, and formed joints are not disturbed during concrete placement.
  3. Place concrete continuously over the full width of the panel and between predetermined construction joints. Do not break or interrupt successive pours such that cold joints occur.

E. Joints

1. Sidewalks: Place expansion joints at maximum 30 foot intervals and between intersecting paving and any fixed structure or dissimilar paving. 1/2 inch thick preformed expansion joint filler shall be installed for the full width and depth of paving.
2. Drives: See plan details.
3. Place 1/4 inch thick preformed expansion joint filler between paving components and other appurtenances.
4. Recess top of filler 1/4 inch for sealant installation.
5. Sidewalks: Provide 1/8 inch wide by 1/4 depth scored joints at 6 foot intervals or as otherwise shown.
6. Provide keyed joints as indicated.
7. Terminate reinforcing steel 2 inches from expansion joints and keyed joints.

F. Finishing:

1. Sidewalk Paving: Light broom.
2. Place curing compound on exposed concrete surfaces immediately after finishing.
3. Smooth the exposed surface by screeding and floating.
4. Work edges of sidewalks and transverse joints; and round to 1/4-inch radius.

G. Curing and Protection

1. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
2. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.

3.4 TOLERANCES

- A. Maximum Variation of Surface Flatness: 1/2 inch in 10 ft.
- B. Maximum Variation From True Position: 1/4 inch.

3.5 FIELD QUALITY CONTROL

- A. Inspect reinforcing placement for size, spacing, location, support.
- B. Testing firm will take cylinders and perform slump tests in accordance with ACI 301.
- C. Strength Test Samples:
  1. Sampling Procedures: ASTM C172.
  2. Cylinder Molding and Curing Procedures: ASTM C31/C31M, cylinder specimens, field cured.
  3. Sample concrete and make one set of three cylinders for every 5,000 sf of surface area paving.
  4. Make one additional cylinder during cold weather concreting, and field cure.
- D. Field Testing:
  1. Slump Test Method: ASTM C143/C143M.
  2. Air Content Test Method: ASTM C173/C173M.
  3. Measure slump for each compressive strength concrete sample.
  4. Measure air content in air entrained concrete for each compressive strength concrete sample.
- E. Cylinder Compressive Strength Testing:

1. Test Method: ASTM C39/C39M.
2. Test Acceptance: Average compressive strength of three consecutive test maximum 500 psi less than specified compressive strength.
3. Test one cylinder at 7 days.
4. Test two cylinders at 28 days.
5. Dispose remaining cylinders when testing is not required.

F. Maintain records of placed concrete items. Record date, location of pour, quantity, air temperature, and test samples taken.

### 3.6 PROTECTION

- A. Immediately after placement, protect paving from premature drying, excessive hot or cold temperatures, and mechanical injury.
- B. Do not permit traffic over paving for 7 days minimum after finishing.

END OF SECTION 32 13 13



SECTION 32 14 33.13  
PERMEABLE PLASTIC PAVING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
  - 1. Open-graded subbase and base aggregate.
  - 2. Porous pavement system.
  - 3. Parking delineation.
  - 4. Gravel infill.
  
- B. Related Requirements
  - 1. Section 31 23 16 - Earthworks/excavation/soil compaction.
  - 2. Section 32 11 23 - Aggregate Base Courses.
  - 3. Section 32 13 13 - Concrete Paving.
  - 4. Section 33 41 00 - Storm Utility Underdrains Piping.

1.2 PREINSTALLATION MEETINGS

- A. Convene pre-installation meeting a minimum of two weeks prior to start of porous paving systems.
  
- B. Verify subbase and base conditions, manufacturer's installation instructions and coordinate with other related work.

1.3 SUBMITTALS

- A. Product Data: Submit manufacturer's product data.
  - 1. Preparation instructions and recommendations.
  - 2. Storage and handling requirements and recommendations.
  - 3. Installation methods.
  
- B. Shop drawings: Submit manufacturer's shop drawings including laying pattern and parking delineation locations.
  
- C. Samples: Submit two square samples of grid paver units.
  
- D. Sieve analysis of aggregates for subbase, base, and bedding materials per ASTM C136.
  
- E. Closeout Submittals: Provide manufacturer's maintenance instructions.

1.4 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: Manufacturer with a minimum of five years documented experience with products specified.
  
- B. Installer Qualifications: Installer experienced in performing work of this section that has specialized in installation of work similar to that required for this project.

## 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Protect porous paver units from damage during delivery and store under tarp when the time from delivery to installation exceeds 30 days.
- B. Protect materials during handling and installation to prevent damage.

## 1.6 SEQUENCING

- A. Ensure that products of this section are supplied to affected trades in time to prevent interruption of construction progress.

## 1.7 PROJECT CONDITIONS

- A. Do not begin installation of porous pavements until all hard surface paving adjacent to porous pavement areas is completed.
- B. Do not build on wet, saturated or muddy subgrade.
- C. In cold weather, do not use frozen materials or materials coated with ice or frost, and do not build on frozen base or wet, saturated or muddy subgrade.
- D. Protect partially completed porous paving against damage from other construction traffic when work is in progress.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

- A. Pre-approved Manufacturer: Airlite Plastics Co. DBA TRUEGRID Pavers or approved equal.

### 2.2 PRODUCTS

- A. Permeable Pavers: TRUEGRID PRO PLUS or approved equal for gravel applications.
  - 1. AASHTO H20, HS20 Rated.
  - 2. Manufactured in the USA.
  - 3. High density polyethylene (HDPE)
  - 4. Recycled and recyclable content: 100 percent.
  - 5. Flexible joints for soil seasonal expansion and contraction.
  - 6. Color: black- carbon black additive
  - 7. Paver size: 24 inches by 24 inches by 1.8 inches.
  - 8. Pre-assembled: 4-foot by 4-foot sections.
  - 9. Cell size: 3.30 inch inside diameter, other sizes to be considered
  - 10. Wall thickness: 0.150 inches / .250-inch nominal.
  - 11. Connections:
    - a. Integral male-female three-point locking system.
    - b. Wall thickness at tabs: 0.290 inch.
  - 12. Molded in X-anchors
  - 13. Nominal Coverage per Paver: 4 square feet.
  - 14. Weight per paver: 5.25 lbs.
  - 15. Permeability of System: 100 percent.
  - 16. Compressive Strength (filled): 17,729 psi.
  - 17. Chemical Resistant: Excellent

- B. Parking Delineators: TRUEGRID SuperSpots or approved equal for gravel applications.
  - 1. H20, HS20 rated.
  - 2. Domed.
  - 3. 0.90-inch profile above grid.
  - 4. 3.25-inch diameter.
  - 5. Color: Yellow or white. Color to be determined during submittal review
- C. Base Material: Locally sourced angular stone/clean for base material. Crushed granite, sandy gravel material, crushed concrete, and limestone rock are some of the acceptable materials. See section 32 11 23 Aggregate Base Courses for more information.
- D. Gravel Infill: Obtain clean, washed angular rock to fill the 1.8-inch-tall cells and spaces between. Cells should be filled level to the top of the cells or only slightly above for compaction and settling. See section 32 11 23 Aggregate Base Courses for more information.
- E. Geotextile Fabric
  - 1. See 31 05 19.13 Geotextiles for more information.
- F. Anchor Nails
  - 1. 3/8-inch by 10-inch galvanized ring shank nail common for landscape use.
    - a. Choose for high frequency traffic areas, areas with braking and acceleration, transitions, and areas subject to surface water from other sources.
    - b. For sloped areas above 3 degrees (5%).

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Before beginning installation, verify site conditions are as indicated on the drawings. Notify the Engineer if site conditions are not acceptable. Do not begin preparation or installation until unacceptable conditions have been corrected.
- B. Ensure that adjacent hard-surfaced paving work is completed before installing porous pavement system.

### 3.2 PREPARATION

- A. Subgrade:
  - 1. Verify subgrade in accordance with porous paving system manufacturer's instructions.
  - 2. Excavate area allowing for unit thickness and the engineered base depth (where required).
  - 3. Provide adequate drainage from excavated area if area has potential to collect water when working with in-place soils that have poor permeability.
  - 4. Install underdrains as required in accordance with the contract drawings and other related sections.
  - 5. Ensure in-place soil is relatively dry and free from standing water.
  - 6. Uniformly grade base.
  - 7. Level and clear base of large objects, such as rocks and pieces of wood.
  - 8. Install and secure geotextile fabric.
  - 9. Stockpile joint/opening filler, base, and subbase materials such that they are free from standing water, uniformly graded, free of organic material or sediment, debris, and ready for placement.

B. Install Base:

1. Verify engineered base is installed in accordance with porous paving system manufacturer's instructions.
2. Coordinate base installation and preparation with subdrains as specified in the contract documents.
3. If required, place a geotextile separation layer between the natural ground and the engineered base.
4. Place base course material over prepared sub base to grades indicated on the drawings or from manufacturer's recommended depths per application type.
5. Place in lifts not to exceed 4 inches, compacting each lift separately to 95 percent Standard Proctor for non-open grade material. Open grade base material to be leveled and heavily compacted in 4-inch lifts to settle and lock in angular stone.
6. Leave minimum 1.8 inches for Permeable Paver unit for final elevation.

### 3.3 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Parking Lane Delineators: Install delineators and markers as indicated on the drawings or per manufacturer's recommendations.

1. Align delineators and markers locking tabs with grooves in grid.
2. Push delineators and markers equal into grid until it locks.

C. Anchors: Stake to the base as indicated on the drawings or per manufacturer's recommendations.

1. Pre-drill pilot hole with 1/4" (6mm) through a cell containing an X-Anchor.
2. Drive anchor until head makes contact with X-Anchor using a hammer or impact hammer with suitable driver head.

D. Gravel Surfacing: Install Gravel into cavities by back dumping directly from dump truck or from buckets mounted to tractors. Hand shoveling fill gravel into the cells is also acceptable for smaller jobs.

1. Direct vehicles to exit the site by driving forward. Avoid sharp turns over unfilled rings.
2. Spread gravel fill using steer loaders, power brooms, blades, flat-bottomed shovels, and/or wide "asphalt rakes" to fill the cells.
3. Place and maintain infill gravel to be level to the top of the cell walls after settling, natural compaction, and use. A rolling compactor, plate compactor, or hand tamper may be used for final leveling of infill aggregate within the cells.

### 3.4 PROTECTION

A. Protect installed products until completion of project.

B. Gravel fill: Avoid sharp turns or "jack knives" in trailered vehicles when cells are empty. Damage due to buckling can occur. Cells can be driven on pre-fill by gravel trucks and construction equipment to speed the installation process.

C. Repair or replace damaged products before substantial completion.

3.5 MAINTENANCE

- A. For gravel fill surfaces, maintain the stone fill inside the Grid System to be level to the cell wall height - level to the top of the grid. Surface should be inspected from time to time to identify signs of slight cell infill loss.
- B. Monitor pavement to ensure traffic frequency and loading does not exceed the pavement design.

END OF SECTION 32 14 33.13



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SECTION 32 17 23  
PAVEMENT MARKINGS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
  - 1. Traffic lines and markings.
  - 2. Legends.
  - 3. Detail traffic lines and markings.
  - 4. Glass beads.

1.2 REFERENCE STANDARDS

- A. American Association of State Highway and Transportation Officials:
  - 1. AASHTO M247 - Standard Specification for Glass Beads Used in Traffic Paint.
- B. Louisiana Department of Transportation (LADOT):
  - 1. Louisiana Standard Specifications for Road and Bridge Construction, 2016 Edition (LADOT Standard Specifications).

1.3 SUBMITTALS

- A. Product Data: Submit paint formulation for each type of paint and plastic pavement marking.
- B. Samples:
  - 1. Submit two sample plates of each color of material. Prepare two with glass beads for each different batch of material. After approval, Owner will retain these plates for field comparisons of applied paint.
- C. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.
- D. Test and Evaluation Reports: Submit source and acceptance test results in accordance with AASHTO M247.
- E. Manufacturer's Instructions: Submit instructions for application temperatures, eradication requirements, application rate, line thickness, type of glass beads, bead embedment and bead application rate, and any other data on proper installation.

1.4 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years' documented experience.
- B. Applicator: Company specializing in performing work of this section with minimum three years' experience.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Invert containers several days prior to use when paint has been stored more than 2 months. Minimize exposure to air when transferring paint. Seal drums and tanks when not in use.

- B. Glass Beads. Store glass beads in cool, dry place. Protect from contamination by foreign substances.

## 1.6 AMBIENT CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside temperature ranges required by paint product manufacturer.
- B. Do not apply exterior coatings during rain or snow when relative humidity is outside humidity ranges, or moisture content of surfaces exceed those required by paint product manufacturer.
- C. Do not apply paint when temperatures are expected to fall below 50 degrees F for 24 hours after application.
- D. Volatile Organic Content (VOC). Do not exceed State or Environmental Protection Agency maximum VOC on traffic paint.

## 1.7 WARRANTY

- A. Furnish manufacturer's warranty for traffic paints.

## PART 2 PRODUCTS

### 2.1 PAVEMENT MARKINGS

- A. Furnish materials in accordance with LADOT Standard Specifications, Sections 731, 737, 732, and 1015.
- B. Performance / Design Criteria:
  - 1. Paint Adhesion: Adhere to road surface forming smooth continuous film one minute after application.
  - 2. Paint Drying: Tack free by touch so as not to require coning or other traffic control devices to prevent transfer by vehicle tires within two minutes after application.
- C. Thermoplastic marking material shall be plastic compound reflectorized by internal and external application of glass beads.
- D. Paint: Ready mixed, conventional and fast dry waterborne traffic paints, lead-free, non-toxic, NASSHTO Test Deck, minimum retroreflectance of 100 mcfs, durability rating of 6 or more after in place for 9 months.
- E. Glass Beads: AASHTO M247, Type 1, coated to enhance embedment and adherence with paint.

### 2.2 EQUIPMENT

- A. Continuous Longitudinal Line Application Machine: Use application equipment with following capabilities.
  - 1. Dual nozzle paint gun to simultaneously apply parallel lines of indicated width in solid or broken patterns or various combinations of those patterns.
  - 2. Pressurized bead-gun to automatically dispense glass beads onto painted surface, at required application rate.

3. Measuring device to automatically and continuously measure length of each line placed, to nearest foot.
4. Device to heat paint to manufacturer's recommendations.

B. Other Equipment:

1. For application of crosswalks, intersections, stop lines, legends and other miscellaneous items by walk behind strippers, hand spray or stencil trucks, apply with equipment meeting requirements of this section. Do not use hand brushes or rollers. Optionally apply glass beads by hand.

### PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Do not apply paint to concrete surfaces until concrete has cured for 28 days.
- B. Do not apply paint to asphalt surfaces within seven days of surfacing.

#### 3.2 PREPARATION

A. Maintenance and Protection of Traffic:

1. Prevent interference with marking operations and to prevent traffic on newly applied markings before markings dry.

B. Surface Preparation.

1. Clean and dry paved surface prior to painting.
2. Blow or sweep surface free of dirt, debris, oil, grease, or gasoline.
3. Spot location of final pavement markings as specified and as indicated on Drawings by applying pavement spots 25 feet on center.
4. Notify Engineer after placing pavement spots and minimum one day prior to applying traffic lines.

#### 3.3 DEMOLITION

- A. Remove existing markings in an acceptable manner. Do not remove existing pavement markings by painting over with black paint. Remove by methods that will cause least damage to pavement structure or pavement surface. Satisfactorily repair any pavement or surface damage caused by removal methods.
- B. Clean and repair existing remaining or reinstalled lines and legends.

#### 3.4 APPLICATION

- A. Agitate paint for 1-15 minutes prior to application to ensure even distribution of paint pigment.
- B. Dispense paint at temperature recommended by manufacturer.
- C. Apply glass beads at rate of 6 pounds per gallon of paint.
- D. Apply markings to indicated dimensions at indicated locations.
- E. Prevent splattering and over spray when applying markings.

- F. Unless material is track free at end of paint application convoy, use traffic cones to protect markings from traffic until track free. When vehicle crosses a marking and tracks it or when splattering or over spray occurs, eradicate affected marking and resultant tracking, and apply new markings.
- G. Collect and legally dispose of residues from painting operations.

### 3.5 TOLERANCES

- A. Maximum Variation from Wet Film Thickness: 1 mil.
- B. Maximum Variation from Wet Paint Line Width: Plus or minus 1/8 inch.
- C. Maintain cycle length for skip lines at tolerance of plus or minus 6 inches per 40 feet and line length of plus or minus 3 inches per 10 feet.
- D. Maximum Variation from Specified Application Temperature: Plus or minus 5 degrees F.

### 3.6 FIELD QUALITY CONTROL

- A. Inspect for incorrect location, insufficient thickness, line width, coverage, retention, uncured or discolored material, and insufficient bonding.
- B. Repair lines and markings, which after application and curing do not meet following criteria:
  - 1. Incorrect Location: Remove and replace incorrectly placed patterns.
  - 2. Insufficient Thickness, Line Width, Paint Coverage, Glass Bead Coverage or Retention: Prepare defective material by acceptably grinding or blast cleaning to remove substantial amount of beads and to roughen marking surface. Remove loose particles and debris. Apply new markings on cleaned surface in accordance with this Section.
  - 3. Uncured or Discolored Material, Insufficient Bonding: Remove defective markings in accordance with this Section and clean pavement surface one foot beyond affected area. Apply new markings on cleaned surface in accordance with this Section.
- C. When eradication of existing paint lines is necessary, eradicate by shot blast or water blast method. Do not gouge or groove pavement more than 1/16 inch during removal. Limit area of removal to area of marking plus 1 inch on all sides. Prevent damage to transverse and longitudinal joint sealers, and repair any damage according to requirements in Section 32 12 16.
- D. Maintain daily log showing work completed, results of above inspections or tests, pavement and air temperatures, relative humidity, presence of any moisture on pavement, and any material or equipment problems. Make legible entries in log in ink, sign and submit by end of each work day. Enter environmental data into log prior to starting work each day and at two additional times during day.

### 3.7 PROTECTION

- A. Protect painted pavement markings from vehicular and pedestrian traffic until paint is dry and track free. Follow manufacturer's recommendations or use minimum of 30 minutes. Consider barrier cones as satisfactory protection for materials requiring more than 2 minutes dry time.



- A. Furnish service and maintenance of traffic paints for three years from Date of Substantial Completion.

END OF SECTION 32 17 23

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SECTION 32 90 00  
LANDSCAPE PLANTING

PART 1 GENERAL

1.1 SCOPE

- A. Work included: Labor, materials, tools, equipment, facilities, transportation, and services necessary for and incidental to performing operations of work of this section, complete as shown on the Drawings and specified herein. Work includes, but is not limited, to the following:
  - 1. Finish grading of planting areas.
  - 2. Providing and preparing soil and soil mixes per agronomic soil test recommendations.
  - 3. Planting, including ground cover, trees, shrubs, seeded and sodded lawns.
  - 4. Staking and guying.
  - 5. Maintenance.

1.2 QUALITY ASSURANCE AND REQUIREMENTS

- A. Workmanship: Perform work in accordance with the best standards of practice for landscape work and under the continual supervision of a competent foreman capable of interpreting the Drawings and Specifications.
- B. Quantities and types: Furnish plants in the quantities and/or spacing as shown or noted for each location, and of the species kinds and sizes described in the "List of Plant Materials", or as indicated on the Drawings.
- C. Verification of dimensions and quantities: Scaled dimensions are approximate. Before proceeding with any work, carefully check and verify dimensions and quantities and immediately inform the Engineer of any discrepancy between the Drawings and/or Specifications and actual conditions. No work shall be done in any area where there is any such discrepancy until approval has been given by the Engineer.
- D. Submit documentation to Engineer within twenty-five days after award of contract that plant material is available. Any and all substitutions due to unavailability must be requested in writing prior to confirmation of ordering.
- E. Plants shall be subject to review and approval of Engineer at place of growth or upon delivery for conformity to specifications. Such approval shall not impair the right of review and rejections during progress of the work. Submit written request for review of plant material at place of growth to Engineer. Written request shall state the place of growth and quantify of plants to be reviewed. Engineer reserves the right to refuse review at this time if, in his judgment, sufficient quantity of plants is not available for review. Review shall be for character and form.
- F. The Contractor shall submit specifications of any item being used on site upon the request of the Engineer.

1.3 SOIL FERTILITY AND AGRICULTURAL SUITABILITY ANALYSIS

- A. Submittal:
  - 1. After completion of rough grading and prior to soil preparation, the contractor shall obtain agronomic soils tests for planting areas. A minimum of one sample per two acres

- of planting areas shall be required. Tests shall include a fertility and suitability analysis with written recommendations for soil amendment, fertilizer, and chemical conditioner, application rates for soil preparation, auger hole requirements, and post-maintenance fertilization program.
2. The soils report recommendations shall take precedence over the minimum amendment and fertilizer application rates specified on the plans only when they exceed the specified minimums. Additional materials required by the soils report shall be paid for by Change Order.
  3. Submit the name, address, and phone number of the consulting soil testing laboratory for approval to the Engineer prior to obtaining services.
- B. Certification: Provide a certificate with each delivery of bulk material, stating the source, quantity, and type of material, and stating that the material conforms with the specified requirements:
1. For bulk delivered organic fertilizer, show on the certificate the volume, net weight, and percentages of nitrogen, phosphorus, and potassium.
  2. For other fertilizers and soil conditions in containers, show on the certificate the total quantities by weight and volume for each material. The Engineer reserves the right to take and analyze samples of materials for conformity to specifications. Furnish samples upon request of Engineer.
  3. Samples: In addition to other Samples which may be required by the Engineer, submit samples of each of the specified fertilizers, mulch, and soil conditioners.

#### 1.4 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Delivery:
1. Deliver plants with legible identification labels.
  2. Protect plants and/or sod from drying out and from contamination.
  3. Deliver fertilizer to site in original unopened containers bearing manufacturer's guaranteed chemical analysis, name, trademark, and conformance to state law.
- B. Storage:
1. Maintain and protect plants yet to be planted in a healthy vigorous condition.
  2. Heel-in bare root and balled plant material with damp soil to protect from sun and wind.
- C. Handling:
1. Do not drop plant materials.
  2. Do not pick up container plant material by stems or trunks.

#### 1.5 WARRANTY AND REPLACEMENT

- A. General:
1. Warrant shrubs and ground cover to grow and be healthy for a period of three months after Final Acceptance.
  2. Warrant trees to live and grow in an acceptable uprights position for a period of one year after Final Acceptance.
- B. Replacements: Any materials found to be dead, missing, or in poor condition during the maintenance period shall be replaced immediately. The Engineer shall be the sole judge as to the condition of material. Material to be replaced within the guarantee period shall be replaced by the contractor within 15 days after written notification by the Engineer. The Engineer may at his discretion extend the maintenance period if he determines the above as a detrimental effect on the project.

## 2.1 TOPSOIL

- A. Existing soil on the site may be used as topsoil for planting purposes insofar as possible, but shall be free of debris, oil, weeds, or other foreign matter. Contaminated soil shall be removed and replaced with acceptable existing soil or imported soil.
- B. Imported topsoil, if indicated on plans, shall be sandy textured. Silt plus clay content of this soil shall not be greater than 12% by weight. The boron content of this soil shall not be greater than 1 part per million as measured on the saturation extract. The sodium absorption ratio (SAR) shall not exceed 3.0 millimoles per centimeter at 25°C. In order to ensure conformance, samples of the imported soil shall be submitted for analysis prior to use. Results of testing shall be delivered to the Engineer for approval.

## 2.2 FERTILIZERS AND SOIL CONDITIONERS: See Vegetation Schedule.

## 2.3 PLANT MATERIALS

- A. Plants shall be vigorous, of normal growth, free from disease, insects, insect eggs and larvae. Plants shall equal or exceed the measurements specified in plant list. The Engineer is the sole judge as to acceptability.
- B. No container plants that have cracked or broken root balls when taken from containers will be accepted.
- C. Plants shall have been grown under climatic conditions comparable to those of the project site, unless otherwise specifically approved by the Engineer.
- D. Nomenclature conforms to customary nursery usage; for clarification, the term "multi-trunk" defines a plant having three or more trunks of nearly equal diameter.
- E. Seeds are to be fresh, clean, new crop seed composed of the varieties, mixed in proportions, and testing minimum percentage of purity and germination as indicated herein.
- F. Substitute plant material will not be permitted unless specifically approved in writing by the Engineer.

## 2.4 INERT GROUND COVER MATERIALS: See Landscape Schedule.

## 2.5 GUYING AND STAKING MATERIALS

- A. Wood Tree Stakes: Pressure-treated pine, 2" x 2" diameter, and ±18" long.
- B. Steel Pipe Tree Stakes: Schedule 40 steel pipe, 1" diameter x approximately 18" long with cap, vinyl coated and pre-drilled with three holes near end as manufactured by Calsak Corporation, 15001 S. Main, Gardena, CA 90248, or approved equal.
- C. Ties: Cinch-Ties or ½" new rubber wire hose with 10 gauge or approved equal.
- D. Steel Guy Anchor: ¾" diameter x 36" steel vane as manufactured by Maxwell Steel Company, (213)944-6619, or approved equal.
- E. Guying Hardware:



1. Wire: Pliable 3/32" galvanized braided cable.
  2. Wire Guard: 1/2" diameter white PVC tubing, full length of wire.
  3. Turnbuckles: Galvanized, or dip-painted, 1/2" x 6" long.
  4. Cable Clamps: Galvanized, size as required.
- 2.6 DRAINAGE MATERIAL (CRUSHED ROCK): 3/8" crushed rock - 95 - 100% passing through a 3/8" screen; 0 - 5% passing through No. 8 mesh; 80 - 100% per cubic yard.
- 2.7 OTHER MATERIALS: Materials not specifically described but required for a complete and proper installation shall be as selected by the Contractor subject to the approval of the Engineer.

### PART 3 EXECUTION

#### 3.1 SUBSURFACE CONDITIONS AND PROTECTION OF PROPERTY

- A. Prior to excavation for planting or placing of stakes, locate electrical cables, conduits, and utility lines so that proper precautions may be taken not to damage such improvements. In the event of a conflict between such lines and plant location, promptly notify the Engineer, who shall arrange for relocation of one or other. Failure to follow this procedure places upon the Contractor the responsibility to repair damages at his own expense, which result from such work.
- B. Prior to planting, remove weeds, rocks, and debris.
- C. If the contractor is unable to dig plant pits to a depth that will provide 24" of soil beneath rootball, contact Engineer immediately.

#### 3.2 SOIL PREPARATION

- A. Soil Tilling: Cross rip planting areas to a depth of 9 to 12 inches.
- B. Uniformly broadcast and thoroughly incorporate the soil preparation mix as indicated below or on the plans to a depth of 6" by mechanical tiller or similar means.
- C. Soil Prep Mix: Per 1,000 sq. ft.
  1. 6 cu. yd. Approved Organic Amendment
  2. 1 lb N per 1000 SF 13 13 13 Commercial Fertilizer
- D. Pre-Plant Weed Control:
  1. If live perennial weeds exist on site at the beginning of work, spray with a non-selective systemic contact herbicide, as recommended and applied by an approved licensed landscape pest control advisor and applicator. Leave sprayed plants intact for at least fifteen days to allow systemic kill or as directed by advisor.
  2. Maintain site weed free until final acceptance by Owner utilizing mechanical, manual and/or chemical treatment.

#### 3.3 GRADING

- A. Where any portion of the irrigation system is installed after grading and the fertilizing has been performed, refill and re-fertilize the upper portion of the backfill in accordance with the provisions of this section.

- B. Fine grading: Upon completion of rough and finish grading, perform required fine grading of planting areas.
  - 1. Do not work the soil when moisture content is so great that excessive compaction will occur, nor when soil is so dry that clods will not break readily.
  - 2. Apply water, if necessary, to provide ideal content for tilling and for planting.
  - 3. Grade so as to anticipate the finished grade:
    - a. Remove or redistribute excess soil before the application of fertilizer and mulch.
    - b. Where soil is to be replaced by plants and mulch, make allowance to prevent deficiency in the depth of mulch when final grading is completed.
  - 4. Before and during preliminary fine grading, dig out and remove weeds and grasses. Dispose of off-site.
  
- C. Grades and elevations: When fine grading is completed including weeding and fertilizing, and the soil has dried sufficiently to be readily worked, grade the lawn and planting areas to the elevations shown on the Drawing:
  - 1. Where grades are not otherwise indicated, provide uniform levels or slopes between points where elevations are given.
  - 2. Make minor adjustments of grade where so directed by the Engineer.
  - 3. Provide finished grades which are even, uniform, and without abrupt change of surface.
  - 4. Slope soil away from structures to allow natural runoff of water, remodeling surfaces as required to do so. Grade low spots and pockets when soil is at optimum moisture content for working, provide for positive drainage.
  - 5. Provide final finished grades in planting areas 1-1/2" below paving and curbs or as shown on the Drawing.
  - 6. Remove soil generated by excavations to an approved off-site location, unless utilized to obtain desired grade.

### 3.4 PLANT PIT AND BACKFILL SOIL

- A. Excavate plant pits for container plants with vertical sides and roughened surfaces, and shall be the size noted on Drawings.
  
- B. Backfill soil mix per cubic yard of soil: See Vegetation Schedule
  
- C. Thoroughly mix materials to the bottom of the pit so that they are evenly distributed and without clods or lumps. Compact to 90%.
  
- D. Position the plant in the hole and backfill no higher than halfway up the root ball. Place the recommended number of plant tablets evenly around the perimeter of, and immediately adjacent to the root ball at a depth, which is between the middle and the bottom of the root ball. Complete the backfilling, tamp, and water.

### 3.5 PLANTING TREES, SHRUBS, GROUND COVER AND VINES

- A. General:
  - 1. Prior to planting, provide one percolation test per 6000 sq. ft. Fill a 24" box size hole with water. If it does not completely drain within 24 hours, notify Engineer. The test shall be done with the supervision of the site superintendent.
  - 2. Plant nursery stock immediately upon delivery to the site and approval by the Engineer.
  - 3. Do not plant until irrigation system installation is complete and until final grades are established and approved.

4. Plant locations shown on the Drawings are tentative and subject to minor modification in the field as directed by the Engineer. Make such modifications at no additional cost to Owner.
5. Set plants so that when settled they will bear the same relation to the natural grade in the container.

B. Planting Trees:

1. Dig tree holes with vertical walls and level bottoms, making the hole twice the diameter of the root ball and 1-1/2 times the depth of the root ball for trees up to and including 24" box size. For trees 36" box size and larger dig holes twice the diameter of the root ball and 12" deeper than the root ball depth. Loosen the soil at side and bottoms.
2. Backfill the hole with the specified mix, compacting as required, to the bottom of the boxed soil; insert the tree to the required grade; and backfill around sides with the specified mix.

C. Planting Shrubs and Groundcover:

1. Plant shrubs in pits at least twice the diameter of the root ball and at least twice the depth of the root ball.
2. Loosen the compacted soil at bottom pits, and fill with the specified mix, to the bottom of the ball and compact.
3. Set the plant and backfill to the required grade with the specified mix, thoroughly tamping and watering.
4. Prepare depressed water basin as wide as plant root balls at each plant. Water thoroughly, backfilling voids with the prepared mix.
5. Plant groundcover in pits at least 4" x 4" x 4". Moisten the areas prior to planting, and do not plant in dry soil. Set plants in center of pits so that crown of plant will be level with finished grade after settling of soil, then backfill and water. Groundcover shall be planted in straight rows and evenly spaced. Plant at intervals noted on Drawings. Triangular spacing shall be used unless noted otherwise on Drawings.
6. Mulch Cover: All groundcover, perennial and annual beds shall be top dressed with 3" layer of mulch.

D. Watering basin: Construct a mound of soil around each tree and plant to form a watering basin, placed at the edge and following the shape of the root ball:

1. Make basin berms for trees, shrubs and vines from 5 gal., and larger containers at least 4" high. Unless otherwise directed, make other mounds at least 2" high.
2. On slopes, construct half-mounds on the lower side if full mounds are not practical.
3. After watering, refill settlement within the basins to the required grade, using the specified mix and recovering the surface with the specified mulch.
4. Watering basins in shrub areas shall be planted with groundcover in normal pattern.
5. If soil settling occurs, bring plants back up to grade of adjacent planting areas.

### 3.6 WATERING

- A. Immediately after planting, apply water to each tree, vine, and shrub by means of a hose in the planting basins until the material above the roots is completely saturated from the bottom to the top.
- B. Provide thorough watering of ground cover by means of the irrigation system within one hour after ground cover planting.
- C. Apply water in such quantities, and at such intervals, as required to keep the ground moist at all times well below the root system of grass and other planting.

- D. Provide hose watering for plants, which cannot be efficiently watered with the irrigation system.

### 3.7 STAKING TREES SMALLER THAN 1-1/2" CALIPER

- A. Remove nursery stakes and stake immediately after planting.
- B. Where trees are not to be guyed at time of planting, stake such trees by placing stake in the prepared hole and driving minimum 2" x 2" pressure-treated wood stake 24" into solid ground.
- C. Place the stake as close to the tree as possible without crowding or injuring the roots.
- D. The trunk shall be secured to stakes with ties just below the head of the tree. Wire ties shall be secured by twisting the ends.

### 3.8 GUYING TREES LARGER THAN 1-1/2" CALIPER

- A. Remove nursery stakes or bracing and guy immediately after planting.
- B. Set three wire guys, equally spaced, around the tree and attach to the tree trunk or main branching using 3/32" braided cable and 1/2" X 36" long PVC tubing.
- C. Anchor guys to 2" X 2" X 24" pressure-treated stakes driven a minimum of 18" into solid ground.

- 3.9 PRUNING: At no time shall trees or plant materials be pruned, trimmed, or topped prior to delivery, and any alteration of their shape shall be conducted only with approval and when in the presence of the Engineer.

### 3.10 CLEANUP

- A. After planting operations have been completed, remove trash, excess soil, empty plant containers and rubbish from the property. Scars, ruts, or other marks in the ground caused by this work shall be repaired and the ground left in a neat and orderly condition throughout the site.
- B. Leave the site broom-clean and wash down paved areas within the contract area, leaving the premises in a clean condition. Walks shall be left in a clean and safe condition.

### 3.11 OBSERVATION SCHEDULE

- A. Notify the Engineer seven days in advance for the following site visits:
  - 1. Pre-job conference.
  - 2. Final grade review.
  - 3. Plant material review.
  - 4. Plant layout review.
  - 5. Soil preparation and planting operations. One tree with each type of specified staking shall be approved prior to planting of trees.
  - 6. Pre-maintenance.
  - 7. Final walk-through.
- B. When observations are conducted by someone other than the Engineer, the contractor shall show evidence in writing of when and by whom these inspections were made.

- C. No site visits shall commence without items noted in previous observation reports either completed or remedied unless such compliance has been waived by the Owner. Failure to accomplish punch list tasks or prepare adequately for desired inspections shall make the contractor responsible for reimbursing the Engineer at the current billing rates per hour plus transportation costs. No further inspections shall be scheduled until this charge has been paid and received.

3.12 MAINTENANCE: Provide landscape maintenance from start of work until project completion. Maintenance includes watering of lawns, plants, trees, etc., refertilization, weeding, mowing, cleaning up and edging, repairs of all washouts and gullies, repairs or protection, and other necessary work of maintenance. Maintain slopes against erosion.

### 3.13 GUARANTEE

- A. Guarantees after completion of maintenance period and final acceptance will be contingent on Owner's proper continuation of maintenance program.
- B. The Contractor, in protecting his own interests, is obligated to periodically check work areas during his guarantee period to ensure proper maintenance procedures are being implemented.
- C. In case of negligent or improper maintenance, the contractor shall state in writing to the Owner his observations and recommendations. Any claims not in writing will not be considered.
- D. All cuttings, seed, and container plants up to and including 15 gallon size shall be guaranteed by the contractor as to growth and health for a period of ninety days after completion of maintenance period and final acceptance.
- E. Guarantee boxed and field-grown trees to "live and grow" in an "acceptable, upright position": for a period of one year after completion of the specified maintenance period and/or final acceptance. Definition of "live and grow" and "acceptable, upright position" shall mean that the tree must, during the guarantee period, sustain a healthy, vigorous appearance. It shall not defoliate more than 30% nor shall 30% of the foliage be dried and unhealthy appearance. If the tree, during the guarantee period does not sustain this specified appearance, it shall be removed and replaced by a contiguous planting, structure, lighting, or sprinklers during replacement operations without cost to the Owner.
- F. Within fifteen days of written notification by Owner, remove and replace guaranteed plant materials, which for any reason fail to meet the requirements of the guarantee. Replacement shall be made with plant materials originally specified and shall meet original guarantees.

END OF SECTION 32 90 00



SECTION 32 92 00  
TURF AND GRASSES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
  - 1. Sodding.

1.2 DEFINITIONS

- A. Finish Grade: Elevation of finished surface of planting soil.
- B. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. They also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.
- C. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. Pests include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
- D. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth. See Section 329115 "Soil Preparation" for planting soils.
- E. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

1.3 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For landscape Installer.
- B. Pesticides and Herbicides: Product label and manufacturer's application instructions specific to Project.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance Data: Recommended procedures to be established by Owner for maintenance of turf during a calendar year. Submit before expiration of required maintenance periods.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful turf establishment.
  - 1. Professional Membership: Installer shall be a member in good standing of either the Professional Landcare Network or the American Nursery and Landscape Association.
  - 2. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Sod: Harvest, deliver, store, and handle sod according to requirements in "Specifications for Turfgrass Sod Materials" and "Specifications for Turfgrass Sod Transplanting and Installation" sections in TPI's "Guideline Specifications to Turfgrass Sodding." Deliver sod within 24 hours of harvesting and in time for planting promptly. Protect sod from breakage and drying.
- B. Bulk Materials:
  - 1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
  - 2. Provide erosion-control measures to prevent erosion or displacement of bulk materials; discharge of soil-bearing water runoff; and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
  - 3. Accompany each delivery of bulk materials with appropriate certificates.

## 1.7 FIELD CONDITIONS

- A. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

## 1.8 WARRANTY/PERIOD OF ESTABLISHMENT

- A. Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period. All plants shall be warrantied to meet all the requirements for plant quality at installation in this specification. Defective plants shall be defined as plants not meeting these requirements. The Owner/Consultant Team shall make the final determination if plants meet these specifications or that plants are defective.
  - 1. Failures include, but are not limited to, the following:
    - a. Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by Owner.
    - b. Structural failures including erosion of sod.
  - 2. Include the following remedial actions as a minimum:
    - a. Immediately remove dead patches of sod and replace.
    - b. Provide extended warranty for period equal to original warranty period, for replaced plant material.
- B. The warranty period shall extend through the current growing season if installed during the growing season. If installed during the dormant season, the warranty period shall extend through the end of the next growing season.
- C. End of Warranty Final Acceptance - Acceptance of plants at the end of the warranty period.
  - 1. At the end of the warranty period, The Owner/Consultant Team shall observe all warranted work, upon written request of the Contractor. The request shall be received at least ten calendar days before the anticipated date for final observation.
  - 2. End of Warranty Final Acceptance will be given only when all the requirements of the work under this specification have been met.

## 2.1 TURFGRASS SOD

- A. Turfgrass Sod: Centipede, including limitations on thatch, weeds, diseases, nematodes, and insects, complying with "Specifications for Turfgrass Sod Materials" in TPI's "Guideline Specifications to Turfgrass Sodding." Furnish viable sod of uniform density, color, and texture that is strongly rooted and capable of vigorous growth and development when planted.
- B. Turfgrass Species: Sod of grass species as follows, with not less than 95 percent pure grass, and not more than 0.5 percent weed seed.
- C. Turfgrass sod can be applied in rolls or by squares.

## 2.2 FERTILIZERS

- A. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition: 1 lb/1000 sq. ft. (0.45 kg/92.9 sq. m) of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.
- B. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition: Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.

## 2.3 PESTICIDES

- A. General: Pesticide, registered and approved by the EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.
- B. Pre-Emergent Herbicide (Selective and Nonselective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.
- C. Post-Emergent Herbicide (Selective and Nonselective): Effective for controlling weed growth that has already germinated.
- D. Stake: Provide stakes made of a biodegradable material with a hook to anchor matting. Stakes shall be installed to no less than 2 foot spacing and as indicated in the Details.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Examine areas to be planted for compliance with requirements and other conditions affecting installation and performance of the Work.
  - 1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.

2. Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
3. Uniformly moisten excessively dry soil that is not workable or which is dusty.

- A. Proceed with installation only after unsatisfactory conditions have been corrected.
- B. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Engineer and replace with new planting soil.

### 3.2 TURF AREA PREPARATION

- A. General: Prepare planting area for soil placement and mix planting soil according to Section 32 91 15 "Soil Preparation".
- B. Placing Planting Soil: Place manufactured planting soil over exposed subgrade.
  1. Reduce elevation of planting soil to allow for soil thickness of sod.
  2. Slightly raise elevation of planting soil on non-paved/sidewalk side of sod strips so that mature surfaces grow to the same elevation.
- C. Moistened prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- D. Before planting, obtain engineer's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.
- E. Ensure ALL potentially invasive grass rhizomes are eliminated from subsoils.

### 3.3 SODDING

- A. Lay sod within 24 hours of harvesting. Do not lay sod if dormant or if ground is frozen or muddy.
- B. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to soil or sod during installation. Tamp and roll lightly to ensure contact with soil, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and adjacent grass.
  1. Lay sod across slopes exceeding 1:3.
  2. Anchor sod on slopes exceeding 1:6 with wood pegs or steel staples spaced as recommended by sod manufacturer but not less than two anchors per sod strip to prevent slippage.
- C. Saturate sod with fine water spray within two hours of planting. During first week after planting, water daily or more frequently as necessary to maintain moist soil to a minimum depth of 1-1/2 inches (38 mm) below sod.

### 3.4 SATISFACTORY TURF

- A. Turf installations shall meet the following criteria as determined by engineer:
  1. Satisfactory Sodded Turf: At end of warranty period, a healthy, well-rooted, even-colored, viable turf has been established, free of weeds, open joints, bare areas, and surface irregularities.

- B. Use specified materials to reestablish turf that does not comply with requirements, and continue maintenance until turf is satisfactory.

### 3.5 CLEANUP AND PROTECTION

- A. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of them off Owner's property.
- C. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.

### 3.6 SUBSTANTIAL COMPLETION ACCEPTANCE

- A. Upon written notice from the Contractor, the Owners Representative shall review the work and make a determination if the work is substantially complete. Notification shall be at least 7 days prior to the date the contractor is requesting the review.
- B. The date of substantial completion of the planting shall be the date when The Owner/Consultant Team accepts that all work in Planting, Planting Soil, and Irrigation installation sections is complete.
- C. The Plant Warranty period begins at date of written notification of substantial completion from The Owner/Consultant Team. The date of substantial completion may be different than the date of substantial completion for the other sections of the project.

### 3.7 END OF WARRANTY FINAL ACCEPTANCE

- A. At the end of the Warranty period, The Owner/Consultant Team shall observe the work and establish that all provisions of the contract are complete and the work is satisfactory.
  - 1. If the work is satisfactory, the maintenance period will end on the date of the final observation.
  - 2. If the work is deemed unsatisfactory, the warranty will continue at no additional expense to the Owner until the work has been completed, observed, and approved by The Owner/Consultant Team.
- B. Failure to pass observation: If the work fails to pass final observation, any subsequent observations must be rescheduled as per above. The cost to the Owner for additional observations will be charged to the Contractor at the prevailing hourly rate of the Owners Representative.

END OF SECTION 32 92 00

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SECTION 33 05 13  
MANHOLES AND STRUCTURES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
  - 1. Cast in place concrete manholes and structures.
  - 2. Modular precast concrete manholes and structures with tongue and groove joints.
  - 3. Frames, grates, and accessories.
- B. Related Sections:
  - 1. Section 31 23 16 - Excavation.
  - 2. Section 33 42 13 - Pipe Culverts.

1.2 REFERENCES

- A. American Concrete Institute:
  - 1. ACI 318 - Building Code Requirements for Structural Concrete.
  - 2. ACI 211.1 - Standard Practice for Selecting Proportions for Normal, Heavyweight and Mass Concrete.
- B. ASTM International:
  - 1. ASTM A48/A48M - Standard Specification for Gray Iron Castings.
  - 2. ASTM A615/A615M - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
  - 3. ASTM C31/C31M - Standard Practice for Making and Curing Concrete Test Specimens in the Field.
  - 4. ASTM C33 - Standard Specification for Concrete Aggregates.
  - 5. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
  - 6. ASTM C138/C138M - Standard Test Method for Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete.
  - 7. ASTM C143/C143M - Standard Test Method for Slump of Hydraulic Cement Concrete.
  - 8. ASTM C150 - Standard Specification for Portland Cement.
  - 9. ASTM C173/C173M - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.
  - 10. ASTM C231 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
  - 11. ASTM C443 - Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets.
  - 12. ASTM C478 - Standard Specification for Precast Reinforced Concrete Manhole Sections.
  - 13. ASTM C497 - Standard Test Method for Concrete Pipe, Manhole Sections, or Tile.
- C. American Welding Society:
  - 1. AWS D1.1 - Structural Welding Code - Steel.
  - 2. AWS D1.4 - Structural Welding Code - Reinforcing Steel.
- D. National Precast Concrete Association:
  - 1. NPCA Quality Control Manual for Precast Plants.
  - 2. NPCA Plant Certification Program.

### 1.3 SUBMITTALS

- A. Shop Drawings:
  - 1. Indicate structure locations, elevations, sections, piping, conduit, sizes, and elevations of penetrations.
  - 2. Indicate design, construction and installation details, typical reinforcement and additional reinforcement at openings and for each type, size, and configuration.
- B. Product Data:
  - 1. Submit data for frames and covers, component construction, features, configuration, dimensions.
- C. Design Data:
  - 1. Submit concrete mix design for each different mix.
  - 2. Submit design calculations for custom fabrications signed and sealed by professional engineer.
- D. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

### 1.4 QUALITY ASSURANCE

- A. Obtain precast concrete structures from single source.
- B. Perform structural design in accordance with ACI 318.
- C. Perform Work in accordance with NPCA Quality Control Manual for Precast Plants.
- D. Perform welding in accordance with the following:
  - 1. Structural Steel: AWS D1.1.
  - 2. Reinforcing Steel: AWS D1.4.

### 1.5 QUALIFICATIONS

- A. Manufacturer: Certified by NPCA Plant Certification Program prior to and during Work of this section.
- B. Installer: Company specializing in performing work of this section approved by manufacturer.
- C. Design structures under direct supervision of Professional Engineer experienced in design of this Work and licensed in State of Louisiana.
- D. Welders: AWS qualified within previous 12 months.

### 1.6 DELIVERY, STORAGE AND HANDLING

- A. Comply with precast concrete manufacturer's instructions for unloading, storing and moving precast structures. Lift structures from designated lifting points.
- B. Do not deliver products until concrete has cured 5 days or attained minimum 75 percent of specified 28 day compressive strength.
- C. Store precast concrete structures to prevent damage to Owner's property or other public or private property. Repair property damaged from materials storage.

- D. Mark each precast structure by indentation or waterproof paint showing date of manufacture, manufacturer, and identifying symbols and numbers shown on Drawings to indicate its intended use.

## PART 2 PRODUCTS

### 2.1 GRATES AND FRAMES

- A. Inlet frames and grates shall be of good quality, strong, tough, even grained cast iron smooth, free from scale, lumps, blisters, sand holes, and defects of any kind which render them unfit for the service for which they are intended. Castings shall be thoroughly cleaned and subject to hammer inspection. Cast iron shall conform to ASTM A48, Class 30. Grates and Frames shall be types as specified on the Drawings.

### 2.2 CONCRETE MATERIALS

- A. Cement: ASTM C150, Type I - Normal Portland type.
- B. Fine and Coarse Aggregates: ASTM C33, except gradation requirements do not apply.
- C. Water: Clean and not detrimental to concrete.

### 2.3 CONCRETE REINFORCEMENT

- A. Reinforcing Steel: ASTM A615/A615M, 60 ksi yield grade, deformed billet bars, uncoated finish.
- B. Precast Structures: Reinforcement in accordance with ASTM C478.

### 2.4 ACCESSORIES

- A. Joint Sealants and Joint Gaskets:
  - 1. Gasket Joints for Circular Concrete Pipe: ASTM C443; standard rubber gaskets.
- B. Grout:
  - 1. Cement Grout: Portland cement, sand and water mixture with stiff consistency to suit intended purpose.

### 2.5 CONCRETE MIX

- A. Select proportions for normal weight concrete in accordance with ACI 318 and ACI 211.1.
- B. Provide concrete to the following criteria:
  - 1. Compressive Strength: 4,000 psi at 28 days.
  - 2. Water Cement Ratio:
    - a. Concrete Exposed to Freezing and Thawing: Maximum 0.45 percent by mass.
    - b. Watertight Concrete Not Exposed to Freezing and Thawing: Maximum 0.45 percent by mass.
    - c. Concrete Exposed to Corrosive Conditions: 0.40 percent by mass.
  - 3. Air Content:

Maximum Aggregate Size inches (mm)	Air Content, Percent	
	Severe Exposure	Moderate Exposure
3/8 inches (9 mm)	6.0 to 9.0	4.5 to 7.5
1/2 inches (13 mm)	5.5 to 8.5	4.7 to 7.0
3/4 inches (18 mm)	4.5 to 7.5	3.5 to 6.5
1 inches (25 mm)	4.5 to 7.5	3.0 to 6.0
1-1/2 inches (38 mm)	4.5 to 7.0	3.0 to 6.0

- C. Admixtures: Include admixture types and quantities indicated in concrete mix designs approved through submittal process.
1. Do not use calcium chloride.

## 2.6 FABRICATION

- A. Fabricate precast concrete structures in accordance with ASTM C478 and NPCA Quality Control Manual for Precast Plants.
- B. Fabricate precast concrete structures to size, configuration, knock out panels, and openings as indicated on Drawings.
- C. Construct forms to provide uniform precast concrete units with consistent dimensions.
- D. Clean forms after each use.
- E. Install reinforcing by tying or welding to form rigid assemblies. Position reinforcing to maintain minimum 1/2 inch cover. Secure reinforcement to prevent displacement when placing concrete.
- F. Position and secure embedded items to prevent displacement when placing concrete.
- G. Deposit concrete in forms. Consolidate concrete without segregating aggregate.
- H. Provide initial curing by retaining moisture using one of the following methods:
  1. Cover with polyethylene sheets.
  2. Cover with burlap or other absorptive material and keep continually moist.
  3. Apply curing compound in accordance with manufacturer's instructions.
- I. Provide final curing in accordance with manufacturer's standard.
- J. Remove forms without damaging concrete.

## 2.7 CONCRETE FINISHES

- A. Formed Surfaces Not Exposed to View: As formed.
- B. Unformed Surfaces: Finish with vibrating screed or hand float.
  1. Permitted: Color variations, minor indentations, chips, and spalls.
  2. Not Permitted: Major imperfections, honeycomb, or other defects.
- C. Exposed to View Finishes: Light broom for surfaces as directed by the Engineer.

## 2.8 SOURCE QUALITY CONTROL

- A. Perform the following tests for each Drop Inlet type placed.
  - 1. Slump: ASTM C143/C143M.
  - 2. Compressive Strength: ASTM C31/C31M and ASTM C39/C39M.
  - 3. Air Content: ASTM C231 or ASTM C173/C173M.
  - 4. Unit Weight: ASTM C138/C138M.
- B. Visually inspect completed precast structures for defects.
  - 1. Repair defects affecting exposed to view surfaces to achieve uniform appearance.
  - 2. Repair honeycomb by removing loose material and applying grout to produce smooth surface flush with adjacent surface.
  - 3. Repair major defects only when permitted by Engineer.
- C. Make test results available to Engineer upon request.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify items provided by other sections of Work are properly sized and located.
- B. Verify correct size and elevation of excavation.
- C. Verify subgrade and bedding is properly prepared, compacted and ready to receive Work of this section.

### 3.2 PREPARATION

- A. Coordinate placement of inlet and outlet pipe.
- B. Do not install structures where site conditions induce loads exceeding structural capacity of structures.
- C. Inspect precast concrete structures immediately prior to placement in excavation to verify are internally clean and free from damage. Remove and replace damaged units.
- D. Excavation and Backfill:
  - 1. Excavate for manholes and structures in accordance with Section 31 23 16 in location and to depth shown. Provide clearance around sidewalks of structure for construction operations.
  - 2. When groundwater is encountered, prevent accumulation of water in excavations. Place manholes and structures in dry trench.

### 3.3 PRECAST CONCRETE MANHOLE AND STRUCTURE INSTALLATION

- A. Lift precast concrete structures at lifting points designated by manufacturer.
- B. When lowering structures into excavations and joining pipe to units, take precautions to ensure interior of pipeline and structure remains clean.
- C. Install precast concrete base to elevation and alignment indicated on Drawings.

- D. Install precast concrete structures to elevation and alignment indicated on Drawings.
- E. Assemble multi-section structures by lowering each section into excavation.
  - 1. Clean joint surfaces.
  - 2. Install watertight joint seals in accordance with manufacturer's instructions using gasket joints, and grout.
- F. Remove knockouts or cut structure to receive piping without creating openings larger than required to receive pipe. Fill annular space with grout.
- G. Connect pipe to structure and seal watertight. Cut pipe flush with interior of structure.
- H. Grout base, foundation slab to achieve slope to exit piping. Trowel smooth. Contour to form continuous drainage channel.
- I. Touch up damaged galvanized coatings.

### 3.4 CAST-IN-PLACE CONCRETE MANHOLE AND STRUCTURE INSTALLATION

- A. Prepare crushed stone bedding or other support system shown on Drawings, to receive base slab as specified for precast structures.
- B. Place base pad, trowel top surface level.
- C. Install manholes and structures supported at proper grade and alignment on crushed stone bedding and as shown on Drawings.
- D. Backfill excavations for manholes and structures in accordance with Section 31 23 23.
- E. Form and place manhole and structures cylinder plumb and level, to correct dimensions and elevations.
- F. Cut and fit for pipe.
- G. Grout base of shaft sections to achieve slope to exit piping. Trowel smooth. Contour as indicated on Drawings.
- H. Set grates and frames level without tipping, to correct elevations.
- I. Coordinate with other sections of Work to provide correct size, shape, and location.

### 3.5 FIELD QUALITY CONTROL

- A. Test concrete manhole and structure sections in accordance with ASTM C497.

END OF SECTION 33 05 13



SECTION 33 41 00  
STORM UTILITY UNDERDRAINS PIPING

PART 1 GENERAL

1.1 DESCRIPTION

- A. Scope:
  - 1. Contractor shall furnish all labor, materials, equipment, and incidentals as shown, specified, and required to install all buried piping, fittings, and specials.
  - 2. The Work includes, but is not limited to, the following:
    - a. All types of buried storm sewer piping unless specifically included under other Sections.
    - b. Testing.
    - c. Also included are installation of all jointing and gasketing materials, specials, couplings, and all other Work required to complete the piping installation.
    - d. All appurtenances and specials shown, specified, or required shall be incorporated into the piping systems.
- B. Coordination: Review installation procedures under other Sections and coordinate with the Work that is related to this Section.
- C. Related Sections:
  - 1. Section 31 23 17 - Trenching.

1.2 QUALITY ASSURANCE

- A. Requirements of Regulatory Agencies: Comply with applicable requirements of UL and other authorities having jurisdiction.
- B. Reference Standards: Comply with applicable provisions and recommendations of the following, except as otherwise shown or specified.
  - 1. ASCE MOP No. 37, Design and Construction of Sanitary and Storm Sewers.
  - 2. AASHTO M294: Standard Specification for Corrugated Polyethylene Pipe, 12" to 48" Diameter.
  - 3. ASTM D3350: Standard Specification for Polyethylene Plastic Pipe and Fittings Materials.
  - 4. ASTM D3212: Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals.

1.3 QUALITY CONTROL

- A. Source Quality:
  - 1. Obtain each type of pipe and fittings from only one manufacturer.
  - 2. Special fittings shall be produced by the pipe manufacturer to comply with all respects to the applicable requirements of the specifications.

1.4 SUBMITTALS

- A. Tests: Submit description of proposed testing methods, procedures, and apparatus. Submit copies of all test reports.

- B. Record Drawings: During progress of the Work, keep an up to date set of drawings showing field and shop drawing modifications. Record drawings shall be in accordance with general conditions and supplementary conditions.

## 1.5 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Delivery, storage and handling of pipe, fittings and specials shall be in complete compliance with the manufacturer's recommendations.
- B. Handle all pipe, fittings, and accessories carefully with approved handling devices. Do not drop or roll pipe off trucks. Do not otherwise drop, roll, or skid pipe.
- C. Store pipe and fittings on heavy wood blocking or platforms so they are not in contact with the ground.

## PART 2 PRODUCTS

### 2.1 SMOOTH INTERIOR CORRUGATED POLYETHYLENE PIPE

- A. General: The prescribed sizes of pipe are nominal inside diameters. Pipe sizes shall be of the size and length as shown on the plans.
  - 1. The product supplied under this specification shall be high density polyethylene pipe with a corrugated exterior and smooth interior for 4" to 60" diameters meeting AASHTO M252, Type S, AASHTO M294, Type S, AASHTO MP7.
  - 2. Material shall meet ASTM D3350 resin cell classification 335400C.
  - 3. Flow calculations shall be based on Manning's "n" value of 0.012.
  - 4. The product supplied shall be engineered in such a manner so as to reduce flotation concerns in areas where high water table exists.
  - 5. All pipe shall have AASHTO Class II perforations with a Class "E" perforation configuration.
  - 6. All pipe shall have a polyester machine-knitted envelope, ADS SOCK, or approved equal.
- B. Joints and Fittings: Joints shall be installed such that the connection of pipe sections will form a continuous line free from irregularities in the flow line. Pipe joints shall meet the water tightness definition in accordance with ASTM D3212. All joints shall be internal bell and spigot with a ceramic/polymer composite fused to the bell and an omni-directional gasket installed on the spigot end. The bell shall cover a minimum of three corrugations on the spigot end.
- C. Pipe fittings shall conform to AASHTO M252, M294, MP-7, or as designated by the Engineer. All pipe fittings shall have a bell and spigot joint connection.

## PART 3 EXECUTION

### 3.1 INSTALLATION

- A. General:
  - 1. Install piping as shown, specified, and as recommended by the manufacturer.
  - 2. Request instructions from Engineer before proceeding if there is a conflict between the manufacturer's recommendations and the Drawings or Specifications.
  - 3. Earthwork required is in Division 31 of these specifications.

B. Bedding Pipe:

1. Bedding HDPE Pipe: Promptly after the pipe is laid, all trenches and excavation shall be bedded, backfilled, and compacted until it covers the pipe at least 12 inches. This bedding/backfill shall be brought up and tamped equally and thoroughly along each side of the pipe in such a manner as to avoid displacement of or damage to the pipe. The select bedding material shall be placed in lifts not thicker than six inches. The select bedding shall be thoroughly compacted to a density at least equal to 95 percent of the maximum density determined by the Standard Proctor in accordance with ASTM D698 Method C including Note 2.
2. No piping shall be laid until Engineer approves the bedding condition.
3. No pipe shall be brought into position until the preceding length has been bedded and secured in its final position.

C. Laying Pipe:

1. Comply with manufacturer's instructions and with ASTM D2321 or AWWA M9, where applicable.
2. Install all pipe accurately to line and grade shown unless otherwise approved by Engineer. Remove and relay pipes that are not laid correctly.
3. Slope piping uniformly between elevations given.
4. Ensure that water level in trench is at least 6 inches below bottom of pipe. Do not lay pipe in water. Maintain dry trench until jointing and backfilling are complete.
5. Start laying pipe at lowest point and proceed towards the higher elevations, unless otherwise approved by Engineer.
6. Place bell and spigot pipe so that bells face the direction of laying, unless otherwise approved by Engineer.
7. Excavate around joints in bedding and lay pipe so that only the barrel receives bearing pressure from the trench bottom.
8. Permissible deflections at joints shall not exceed the amount allowed by manufacturer.
9. Take every precaution to ensure that no foreign material enters the piping prior to and during installation.
10. All pipe and fittings shall be carefully examined for cracks, damage or other defects while suspended above the trench before installation. Defective materials shall be immediately removed from site.
11. Interior of all pipe and fittings shall be inspected and all dirt, gravel, sand, debris, or other foreign materials shall be completely removed from pipe interior before it is moved into the trench.
12. Bell and spigot mating surfaces shall be thoroughly wire brushed and wiped clean and dry immediately before pipe is laid.
13. Every time that pipe laying is not actively in progress the open ends of pipe shall be closed by a watertight plug.
14. Field cutting pipe, where required, shall be made with a machine specially designed for cutting piping. Cuts shall be carefully done, without damage to pipe or lining, so as to leave a smooth end at right angles to the axis of pipe. Cut ends shall be tapered and sharp edges filed off smooth. Flame cutting will not be allowed.
15. Blocking under piping shall be permitted only when accepted by Engineer for special conditions.
16. Touch up protective coatings in a satisfactory manner prior to backfilling.
17. All piping shall be inspected by the Engineer prior to any backfilling operations. Contractor shall notify the Engineer in advance of any backfilling operation.

D. Jointing Pipe:

1. General:

- a. Clean completely all jointing surfaces and adjacent areas immediately before mating joint.
- E. Backfilling:
1. Conform to applicable requirements of the Division 31 Specifications.
  2. Backfill by hand and use hand or pneumatic tamping until pipe is covered by at least one foot of backfill.

### 3.2 WORK AFFECTING EXISTING PIPING

- A. Location of Existing Piping:
1. Locations of existing piping shown should be considered approximate.
  2. Contractor is responsible for determining exact location of existing piping to which he must make connections, or which he may disturb during earth moving operations, or which may be affected by his work in anyway.

END OF SECTION 33 41 00

SECTION 33 42 13  
PIPE CULVERTS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
  - 1. Polyethylene Pipe
  - 2. Polyvinyl Chloride Pipe
  - 3. Joints and accessories.
- B. Related Sections:
  - 1. Section 31 23 17 - Trenching: Excavating and backfilling for piping.
  - 2. Section 31 23 23 - Fill: Bedding.

1.2 REFERENCES

- A. American Association of State Highway and Transportation Officials:
  - 1. AASHTO M252 - Specification for Corrugated Polyethylene Pipe, 100-250mm (4-10 In.) Diameter.
- B. ASTM International:
  - 1. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
  - 2. ASTM D3034 - Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
  - 3. ASTM F477 - Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.

1.3 SUBMITTALS

- A. Product Data: Submit data on pipe, fittings, and accessories.
- B. Manufacturer's Installation Instructions: Submit special procedures required to install Products specified.
- C. Project Record Documents:
  - 1. Accurately record actual locations of pipe runs, connections, and invert elevations.

PART 2 PRODUCTS

2.1 PLASTIC PIPE CULVERT

- A. Polyethylene Culvert Pipe: AASHTO M252 smooth interior.
  - 1. Basis of Design: ADS N-12 Soil Tight
  - 2. Pipe: N-12 ST or Equal
  - 3. Joints and fittings: AASHTO M252, corrugated to match pipe.
- B. Polyvinyl Chloride (PVC) Pipe: ASTM D3034, SDR 26; inside nominal diameter 4-15 inches, bell and spigot style rubber ring sealed gasket.
  - 1. Fittings: PVC.

2. Joints ASTM F477, elastomeric gaskets.
3. Inline Drain Frame and Dome Grate: ADS Nyloplast or equal.
4. Drain Cleanout.

## 2.2 BEDDING AND COVER MATERIALS

- A. Bedding: Fill Type as specified in Section 31 23 23 and shown in Drawings.
- B. Cover: Fill Type as specified in Section 31 23 23 and shown in Drawings.

## 2.3 UNDERGROUND PIPE MARKERS

- A. Plastic Ribbon Tape: Bright colored, continuously printed, minimum 6 inches wide by 4 mil thick, manufactured for direct burial service.
- B. Trace Wire: Magnetic detectable conductor, brightly colored plastic covering imprinted with "Storm Sewer" in large letters.

# PART 3 EXECUTION

## 3.1 EXCAVATION AND BEDDING

- A. Excavate culvert trench to 4 inches below pipe, in accordance with Drawings. Hand trim excavation for accurate placement of pipe to elevations indicated.
- B. Place bedding material at trench bottom, level fill materials in one continuous layer not exceeding 6 inches compacted depth.
- C. Maintain optimum moisture content of bedding material to attain compaction density.

## 3.2 INSTALLATION - PIPE

- A. Lift or roll pipe into position. Do not drop or drag pipe over prepared bedding.
- B. Shore pipe to required position; retain in place until after compaction of adjacent fills. Ensure pipe remains in correct position and to required slope.

## 3.3 INSTALLATION TOLERANCES

- A. Lay pipe to alignment and slope gradients noted on the plans; with maximum variation from indicated slope of 1/8 inch in 10 feet.
- B. Maximum Variation from Intended Elevation of Culvert Invert: 1/2 inch.
- C. Maximum Offset of Pipe from Indicated Alignment: 1 inch.

END OF SECTION 33 42 13