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., Thursday, November 13, 2025,** and then opened and read publicly at that time by the Procurement Staff for the following project:

Bid # 25-32-2 - Oak Park Drainage Improvements - Phase 1

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

and/or

Heavy Construction

This bid package is available online at 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.

Procurement Department

BID PROPOSAL

ST. TAMMANY PARISH
GOVERNMENT

BID PACKAGE FOR

Oak Park Drainage Improvements – Phase I

BID NO.: 25-32-2

JULY 10, 2025



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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 **Two Hundred Forty (240) 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, and it is the responsibility of the contractor to obtain tax exemption if applicable. 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 inquiries must be submitted via fax to 985-898-5227, or via email to Procurement@stpgov.org. Any questions or inquiries received after the required deadline to submit questions or inquiries will not be answered.

Schedule of Events

	Date	Time (CT)
Bid Due Date	November 13, 2025	2:00PM
Inquiry Deadline	November 3, 2025	2:00PM
Addendum Deadline	November 7, 2025	2:00PM

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:

The work shall consist of drainage improvements within the Oak Park Estates area. The work includes upgrading the existing roadway ditches and driveway culverts along Gale Street, Cherly Street, Oak Park Road, and Helen Drive to ensure positive stormwater flow. Additionally, the work shall include drainage improvements along Brewster Road from Dominion Subdivision to Lateral 21-IWI-3. The existing Lateral 21-IWI-3 ditch will be enclosed with culverts.

II. Location of Work:

Located at Oak Park Estates and Rue Du Chene Subdivision in Mandeville, Louisiana.

III. Documents: Bid Documents dated July 10, 2025, and entitled:

Oak Park Drainage Improvements – Phase I
Bid No. 25-32-2

IV. OTHER REQUIREMENTS (as applicable)

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).

Table 3.1

Liquidated Damages	
Original Contract Amount	**Daily Charge**
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

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: Oak Park Drainage Improvements - Phase I
Bid No. 25-32-2
A/E Project No. 20-2048
(Owner to provide name of project and other identifying information.)

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: MEYER ENGINEERS, LTD. and dated: JULY 10, 2025.
(Owner to provide name of entity preparing bidding documents.)

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

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

_____Dollars ($ _____)

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

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

N/A_____Dollars ($ _____)

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

N/A_____Dollars ($ _____)

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

N/A_____Dollars ($_____)

NAME OF BIDDER: _____

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.

Section 04
LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

TO:

St. Tammany Parish Government

21454 Koop Drive, Suite 2F

Mandeville, LA. 70471

(OWNER TO PROVIDE NAME AND ADDRESS OF OWNER)

BID FOR:

Oak Park Drainage Improvements - Phase 1

Bid No. 25-32-2

Bid No. | A/E Project No. 20-2048

(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:	☑ BASE BID OR ☐ ALT #		MOBILIZATION	
REF NO.:	**QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**UNIT PRICE EXTENSION (Quantity times unit price)**
1	1	LS		
Description:	☑ BASE BID OR ☐ ALT #		REMOVAL OF OBSTRUCTIONS	
REF NO.:	**QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**UNIT PRICE EXTENSION (Quantity times unit price)**
2	1	LS		
Description:	☑ BASE BID OR ☐ ALT #		CLEARING AND GRUBBING	
REF NO.:	**QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**UNIT PRICE EXTENSION (Quantity times unit price)**
3	1	LS		
Description:	☑ BASE BID OR ☐ ALT #		REMOVAL OF PAVEMENT (ROADWAY/DRIVEWAY/SIDEWALK)	
REF NO.:	**QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**UNIT PRICE EXTENSION (Quantity times unit price)**
4	2442	SY		

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:	☑ BASE BID OR	☐ ALT #	REMOVAL OF EXISTING CULVERTS	
REF NO.:	**QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**UNIT PRICE EXTENSION (Quantity times unit price)**
5	1605	LF		
Description:	☑ BASE BID OR	☐ ALT #	TRAFFIC MAINTENANCE AGGREGATE	
REF NO.:	**QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**UNIT PRICE EXTENSION (Quantity times unit price)**
6	400	CY		
Description:	☑ BASE BID OR	☐ ALT #	ROADWAY PAVEMENT	
REF NO.:	**QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**UNIT PRICE EXTENSION (Quantity times unit price)**
7	692	SY		
Description:	☑ BASE BID OR	☐ ALT #	DRIVEWAYS/SIDEWALK PAVEMENT	
REF NO.:	**QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**UNIT PRICE EXTENSION (Quantity times unit price)**
8	1750	SY		
Description:	☑ BASE BID OR	☐ ALT #	30" CMP	
REF NO.:	**QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**UNIT PRICE EXTENSION (Quantity times unit price)**
9	80	LF		
Description:	☑ BASE BID OR	☐ ALT #	24" CMPA	
REF NO.:	**QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**UNIT PRICE EXTENSION (Quantity times unit price)**
10	10	LF		

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:	☑ BASE BID OR	☐ ALT #	36" RCPA	
REF NO.:	**QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**UNIT PRICE EXTENSION (Quantity times unit price)**
11	184	LF		
Description:	☑ BASE BID OR	☐ ALT #	30" RCPA	
REF NO.:	**QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**UNIT PRICE EXTENSION (Quantity times unit price)**
12	88	LF		
Description:	☑ BASE BID OR	☐ ALT #	24" RCPA	
REF NO.:	**QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**UNIT PRICE EXTENSION (Quantity times unit price)**
13	1888	LF		
Description:	☑ BASE BID OR	☐ ALT #	18" RCPA*	
REF NO.:	**QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**UNIT PRICE EXTENSION (Quantity times unit price)**
14	10	LF		
Description:	☑ BASE BID OR	☐ ALT #	HEADWALL	
REF NO.:	**QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**UNIT PRICE EXTENSION (Quantity times unit price)**
15	133	EA		
Description:	☑ BASE BID OR	☐ ALT #	DROP INLET	
REF NO.:	**QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**UNIT PRICE EXTENSION (Quantity times unit price)**
16	9	EA		

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:	☑ BASE BID OR	☐ ALT #	DRAINAGE MANHOLE*	
REF NO.:	**QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**UNIT PRICE EXTENSION (Quantity times unit price)**
17	1	EA		
Description:	☑ BASE BID OR	☐ ALT #	JUNCTION BOX	
REF NO.:	**QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**UNIT PRICE EXTENSION (Quantity times unit price)**
18	4	EA		
Description:	☑ BASE BID OR	☐ ALT #	END TREATMENT (24" RCPA)*	
REF NO.:	**QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**UNIT PRICE EXTENSION (Quantity times unit price)**
19	1	EA		
Description:	☑ BASE BID OR	☐ ALT #	END TREATMENT (36" RCPA)*	
REF NO.:	**QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**UNIT PRICE EXTENSION (Quantity times unit price)**
20	1	EA		
Description:	☑ BASE BID OR	☐ ALT #	RIPRAP	
REF NO.:	**QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**UNIT PRICE EXTENSION (Quantity times unit price)**
21	20	CY		
Description:	☑ BASE BID OR	☐ ALT #	REGRADE ROADSIDE DITCHES	
REF NO.:	**QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**UNIT PRICE EXTENSION (Quantity times unit price)**
22	8080	LF		

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.

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: _____

Section 06

INSURANCE REQUIREMENTS*

Construction Project: Oak Park Drainage Improvements Phase 1

Project/Quote/Bid#: 25-32-2

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.

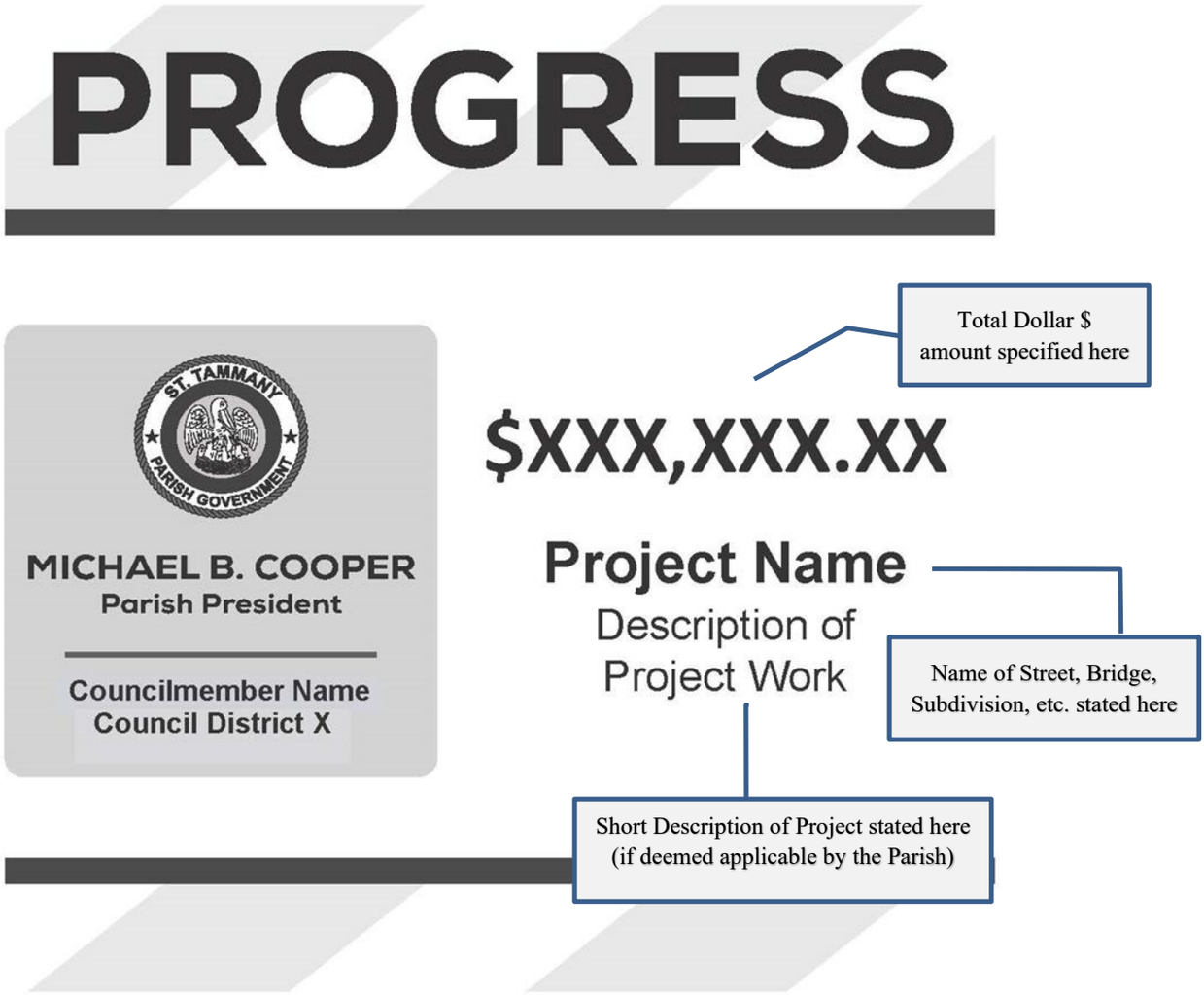
d. The sign(s) is to be installed such that the bottom of the sign is a minimum of 5' above the existing ground elevation.

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.

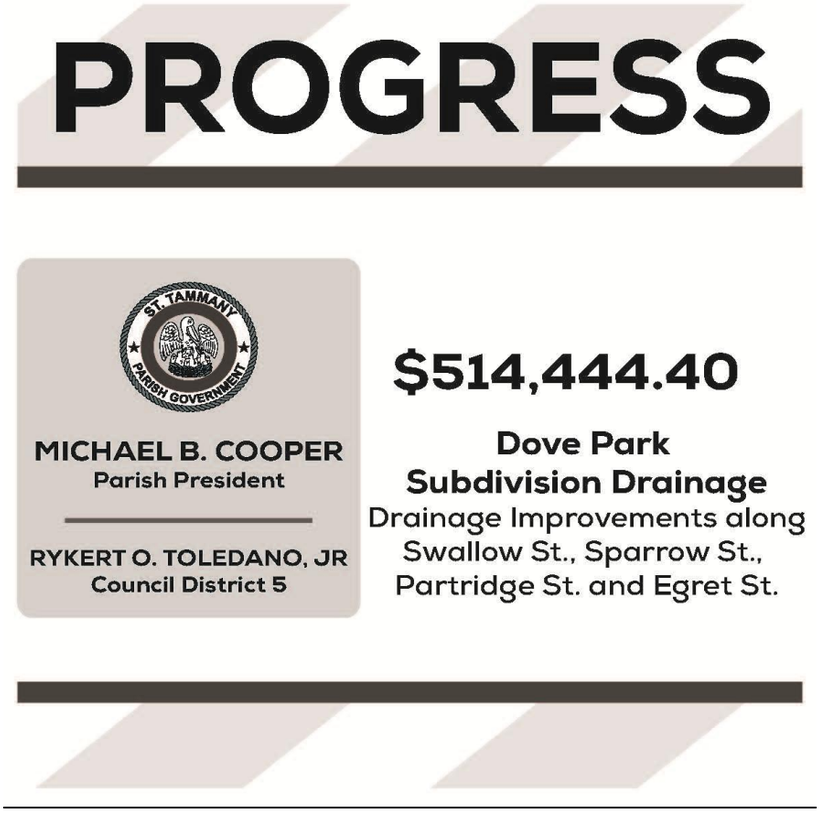
f. Contractor is responsible for the removal of all project signs upon issuance of final acceptance by the St. Tammany Parish Government Project Manager at no direct pay.

g. Cost to be included in "Temporary Signs and Barricades

Blank Template of Parish Project Sign:



Example of a Completed Parish Project Sign:



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 See Notice to Bidders for availability of Drawings, Specifications and Contract Documents via electronic methods.

02.24 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.

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 unity 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 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

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 Pubic 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.

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 DESIGN ATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH FU LL 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 ACCEPTINGEACH 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

_____

SAMPLE

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 Section 06.

- **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

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	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A **(Mandatory in NH)**						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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

St. Tammany Parish Government
P.O. Box 628
Covington, LA 70434

CANCELLATION

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

Sample

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Bond No.:_____

CONTRACT AGREEMENT

BETWEEN PARISH AND CONTRACTOR

BY: ST. TAMMANY PARISH GOVERNMENT

WITH:

UNITED STATES OF AMERICA

STATE OF LOUISIANA

ST. TAMMANY PARISH

This agreement is entered into this_____day of_____, 20___, by and between: «txtREQCompanyName», 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:

SAMPLE

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.

SAMPLE

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

SAMPLE

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.

SAMPLE

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.

SAMPLE

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

SAMPLE

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

SAMPLE

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

SAMPLE

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 Provider and accepted by the Parish, and all payments required to be made to the Provider have been made. But, this Contract may be terminated upon thirty (30) days written notice under any or all of the following conditions:

SAMPLE

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

2) By the Parish as a consequence of the failure of the Provider 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 Provider;

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 Provider 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.

SAMPLE

Upon Termination, the Provider 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 Provider'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 Provider with thirty (30) days' notice. The Parish will also

SAMPLE

supply Provider thirty (30) days' notice that the work is to be reinstated and resumed in full force. Provider 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

SAMPLE

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 Provider, Provider 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 Provider 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 Provider as to goods, wares, products, services, materials and the like supplied to Parish shall be deemed forfeited.

SAMPLE

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

SAMPLE

corporation, partnership, L.L.C., L.L.P., or any other juridical entity which authorizes the undersigned to enter and sign this Contract.

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

WITNESSES:	**CONTRACTOR:**
_____	_____
Signature	**Signature**
_____	_____
Print Name	**Print Name**
_____	_____
Signature	**Title**
_____	_____
Print Name	**Date**

SAMPLE

Bond No.:_____

WITNESSES:

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

ST. TAMMANY PARISH GOVERNMENT:

_____
Michael B. Cooper
Parish President

_____
Date

APPROVED BY:

_____
Assistant District Attorney- Civil Division

_____
Date

_____
(Surety)

_____
Signature

_____
Print Name

SAMPLE

Section 11

Contract Time Extension Specifications

The contractor shall document for each month of the scheduled construction, the occurrence of adverse weather conditions having an impact on controlling items of work. An adverse weather day is a previously scheduled or normally scheduled work day on which rainfall, wet conditions or cold weather will prevent construction operations on the controlling work activity from proceeding for at least five (5) continuous hours of the day or sixty-five (65) percent of the normal work day, whichever is greater, with the normal working force engaged in performing the controlling item of work.

If the contractor submits a written request for additional contract time due to adverse weather conditions, the contractor's request will be considered only after the Department agrees with the days and then only for adverse weather days in excess of allowable number of days per month stated below. Adverse weather days will be documented by the Engineer and agreed upon monthly. Adverse weather days will be prorated for partial months when a work order or final inspection is issued other than the first or last of the month and agreed to by the Department.

If the contractor is being considered for disqualification by the department, an equitable adjustment in contract time may be made at the end of the original contract period, including all days added by approved change orders.

Contract time will be adjusted by comparing the actual number of adverse weather days to the statistical number of adverse weather days over the specific time period per the table below. The resulting number of adverse weather days will be multiplied by 1.45 to convert the calendar days.

Adjustments for adverse weather cannot result in a contract time reduction. Once adjusted, a new adverse weather day accounting will begin using the adverse weather conditions having an impact on the controlling items of work, in excess of the allowable number of days per month stated below. A second and final contract time adjustment will be done at the final acceptance of the project.

An adjustment in the contract time due to adverse weather will not be cause for an adjustment in the contract amount. There will be no direct or indirect cost reimbursement for excess adverse weather days.

The following are anticipated adverse weather days that the contractor shall include in each month of his calendar day construction schedule.

January	10 days	May	5 days	September	4 days
February	9 days	June	6 days	October	3 days
March	8 days	July	6 days	November	7 days
April	7 days	August	5 days	December	7 days

Section 12

SECTION 01010: SUMMARY OF WORK

PART 1: GENERAL

1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Special and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this section.

1.2 Scope of Work: The work of this contract consists of drainage improvements at Oak Park Estates which includes upgrading the existing roadway ditches and driveway culverts along Gale Street, Cherly Street, Oak Park Road, and Helen Drive to provide positive storm water flow. The work also consists of drainage improvements on Brewster Road which includes upgrading the existing roadway ditches and culverts along Brewster Road from the Dominion Subdivision to Lateral 21-IWI-3. The existing lateral 21-IWI-3 ditch shall be enclosed with culverts.

1.3 General:

A. The Contractor shall furnish all labor, materials, equipment, tools, services, and incidentals to complete all work required by these Specifications and as shown on the Drawings.

B. The Contractor shall perform the work complete, in place and ready for continuous service, and shall include repairs, replacements, and restoration required as a result of damages caused during this construction.

C. Furnish and install all materials, equipment, and labor which is reasonably and properly inferable and necessary for the proper completion of the work, whether specifically indicated in the Contract Documents or not.

D. Protect all existing work from damage. It is intended that any existing Work in place shall be repaired to original condition if damaged by Work of this Contract.

E. Contractor shall verify all field and job conditions prior to preparing his bid. Any conditions not described in these drawings and specifications shall be brought to the attention of the A/E prior to bid date. Failure to do so shall render the contractor responsible for correction of this condition should he be awarded the contract.

F. The word "Provide" as used in these specifications and on the drawings will be termed to mean "furnish and install" and includes all items necessary for the proper execution and completion of the work.

G. Visit and examine the job site, and with all authorities concerned in order to become familiar with all existing conditions pertinent to the work to be performed thereon. No additional compensation will be allowed for failure to be so informed. Pay all costs and fees for utility connections.

H. All work shall be performed in a neat and workmanlike manner, and in accordance with all codes, standards, and requirements of the industry.

I. Check all specifications and all drawings and bring to attention any conflicts or variations as shown or noted.

J. Specifications and accompanying drawings apply to all material and/or labor for construction of work specified herein and shown on drawings.

K. For any points which are not clear, or from items and/or details which the Contractor feels are in need of clarification, consult the A/E before submission of a proposal.

L. The drawings and the specifications are complementary and what is shown and/or called for one shall be furnished and installed the same as if shown and/or called for in the other.

M. In case of discrepancies and/or ambiguities in the drawings and/or in the specifications, the A/E shall be consulted prior to submission of a proposal. Failure to do so on the part of the successful bidder shall be construed as explicit agreement on his part to abide by the A/E's decision in such matters.

1.4 Contract: Construct Work under unit price contract.

1.5 Work Sequence: Contractor is responsible for work sequence. Bypass pumping shall not begin until work at that specific lift station is set to begin.

1.6 Contractor Use of Premises:

A. Confine operations at site to areas permitted by law, ordinances, permits, Contract Documents.

B. Do not unreasonably encumber site with materials or equipment. Assume full responsibility for protection and safekeeping of products stored on premises. Move any stored products which interfere with operations of Owner.

C. Do not load structures with weight that will endanger structure.

D. Use of Site: Limit use of site for work and storage. Coordinate parking areas, materials delivery, and storage areas at site with Owner.

E. In no case shall the Work interfere with existing streets, drives, walks, passageways, pedestrian traffic, and the like. Comply with provisions of the Conditions of the Contract and regulatory ordinances.

F. Contractor shall at all times conduct his operations as to insure the least inconvenience to the general public.

1.7 Construction Areas:

A. Contractor shall limit his use of the construction areas for work and for storage to allow for work by other Contractors, Owners use, and

Public use as applicable.

B. Coordinate use of work site under direction of Owner.

C. Assume full responsibility for the protection and safekeeping of Products under this Contract, stored on site.

D. Move any stored Products, under Contractor's control, which interfere with operations of the Owner or separate contractor.

E. Obtain and pay for the use of additional storage or work areas needed for operation.

1.8 Partial Owner Occupancy: The Contractor shall schedule his operations for completion of portions of the Work, as designated, for the Owner's occupancy prior to Substantial Completion of the entire Work.

1.9 Noise During Construction:

A. The noise generated by construction of this Work may at times create a problem for the Owner.

B. The Owner recognizes and can tolerate the normal level of noise created by a majority of construction activity and, therefore, does not feel any need to set certain hours of the day between morning civil twilight and evening civil twilight when noise will be restricted.

C. However, the Owner also recognizes that, during certain construction work, the noise level is unusually higher than normal. These higher levels of noise generation may conflict with a specific activity being simultaneously conducted by the Owner.

D. It is required of the Contractor that agreement be secured from the Owner prior to scheduling any such unusually noise activity, and that the Contractor cooperate if an on-going-activity becomes objectionable by its longevity or overlapping into a program started later by the Owner. It is understood and agreed that both parties will cooperate to the end that neither will unduly inconvenienced by this requirement.

1.10 Miscellaneous Conditions:

A. CAD Drawings: All bidders are advised that the Architect's CAD drawings will not be available for use during construction. This includes all drawings and any variation thereof for piling and foundation location, sprinkler heads, fire alarm systems, etc. The cost of drafting from scratch of any drawings shall be included in the cost of contractor's bid.

B. Work Stoppage Due to Publically Declared Emergency: If there is an emergency declared by the Federal, State or Local government in St. Tammany Parish or in any portion thereof, then all work on this project shall cease until such time as the contractor is instructed to resume work by Department Director (no one else) who has jurisdiction over the project. If there is any type of work which must proceed to prevent harm to persons or property, or damage to the project itself; then contractor should immediately

contact the Department Director for necessary instructions. If contractor is unable to contact the Department Director, contractor may perform the work necessary to prevent such harm in accordance with industry safety standards. Contactor shall be entitled to an extension of time for the period of the stoppage, but shall not be entitled to any additional compensation by reason thereof.

C. Construction Schedule:
   A. Contractor shall submit a detailed construction schedule to the A/E ten (10) days after receipt of Notice of Award.
   B. Contractor shall submit a revised construction schedule at the Pre-Construction Conference.
   C. Contractor shall submit revised construction schedules to the A/E monthly thereafter.

* * *

SECTION 01011: INSURANCE

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

1.2 Provisions: A/E shall be named as an additional insured on all policies except as applied to Worker's Compensation Coverage. Contractor shall provide A/E with a Certificate of Insurance. A/E shall be listed as Certificate Holder.

1.3 Submittals: A sample Certificate of Insurance is attached.

ACORD. CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A

INSURED

Sample

COMPANY B

COMPANY C

COMPANY D

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	$
	☐ COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG	$
	☐ CLAIMS MADE ☐ OCCUR				PERSONAL & ADV INJURY	$
	☐ OWNER'S & CONT PROT				EACH OCCURRENCE	$
	☐ _____				FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	$
	☐ ANY AUTO				BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE	$
	☐ HIRED AUTOS					
	☐ NON-OWNED AUTOS					
	☐ _____					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	☐ ANY AUTO				OTHER THAN AUTO ONLY:	
	☐ _____				EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	☐ UMBRELLA FORM				AGGREGATE	$
	☐ OTHER THAN UMBRELLA FORM					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☐ STATUTORY LIMITS	
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: ☐ INCL ☐ EXCL				EACH ACCIDENT	$
					DISEASE - POLICY LIMIT	$
					DISEASE - EACH EMPLOYEE	$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

All required insurance includes Owner and Meyer Engineers, Ltd. as an additional insured except as applied to Worker's Compensation coverage.

CERTIFICATE HOLDER

Meyer Engineers, Ltd.
P.O. Box 763
Metairie, LA 70004

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25-S (3/93)

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* * *

SECTION 01012: REQUESTS FOR CLARIFICATION OR INTERPRETATION

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

1.2 Request For Information (RFI): The Contractor may, after exercising due diligence to locate required information, request from the Consultant clarification or interpretation of the requirements of the Contract Documents. The Consultant shall, with reasonable promptness, respond to such Contractor's requests for clarification or interpretation. However, if the information requested by the Contractor is apparent or reasonably inferable, the Contractor shall be responsible to the Client for all reasonable costs charged by the Consultant to the Client for the Additional Services required to provide such information.

1.3 Time: No additional Contract Time shall be allowed for RFI's relative to information that is available from field observations, is contained in the Contract Documents, or is reasonably inferable from them.

1.4 Submittals: RFI's may be submitted verbally or in writing. Each RFI will address one topic only.

1.5 Recordation: The Consultant will log each RFI received and send a copy to the Contractor monthly.

* * *

SECTION 01025: UNIT PRICES

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

1.2 General:

A. Unit prices are included on the bid form for changing quantities of work items from those indicated by the Contract Documents upon written instructions from the A/E. When quantities are listed in the Bid Form, they are to be considered as approximate and are to be used only for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and materials furnished in accordance with the Contract, and if upon completion of the construction, the actual quantities shall show either an increase or decrease from the quantities given in the approximate estimate, the unit price mentioned in the Bid Form will still prevail, except as otherwise provided.

B. Basis of Bid: Bidder must include all unit prices shown on the bid form; failure to comply may be cause for rejection.

C. Unit prices shall include all labor, materials, bailing, shoring, sheeting, removal, overhead, profit, insurance, all taxes, etc. to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the Conditions of the Contract. Without invalidating the Contract, the Owner may make reasonable changes by altering, adding to, or deducting from the work, the Contract Price being adjusted accordingly. No claim for extra work or materials shall be allowed and no alteration of or deduction from the work shall be made, unless same is ordered in writing by the Owner. Where changes ordered by the Owner involve a monetary consideration, the Contract shall be adjusted by negotiation with the terms of said negotiation being expressed in a supplemental agreement or Change Order signed by the Owner, the Contractor and the A/E.

1.3 Description of Unit Prices:

A. Item 1 – Mobilization consists of preparatory work and operations, including those necessary for movement of personnel, equipment, supplies and incidentals to the project site; Contractor's field offices, layout surveys, job signs, testing, safety devices including traffic control devices and other preconstruction expenses necessary for the start of work, excluding the cost of construction materials. Mobilizations will be measured and paid per Lump Sum completed and accepted.

B. Item 2 – Removal of Obstructions includes the removal of concrete pavement and base material down to natural material or to embankment material, as determined by the Engineer, hauling, disposal, and for all materials, equipment, tools, labor, and incidentals necessary to complete the work. Removal of Pavement will be measured and paid per Lump Sum removed and accepted.

C. Item 3 – Clearing and Grubbing includes all labor, materials, equipment, and incidentals required for clearing, grubbing, removing, and disposing of vegetation and debris within the limits of construction. Clearing and Grubbing will be measured and paid per Lump Sum removed and accepted.

D. Item 4 – Pavement Removal (All Types, All Thicknesses) includes the removal of concrete pavement and base material down to natural material or to embankment material, as determined by the Engineer, hauling, disposal, and for all materials, equipment, tools, labor, and incidentals necessary to complete the work. Removal of Pavement will be measured and paid per Square Yard removed and accepted.

E. Item 5 – Removal of Existing Culverts includes the removal of existing culverts (all types), headwalls (all types) and base material down to natural material or to embankment material, as determined by the Engineer, hauling, disposal, and for all materials, equipment, tools, labor, and incidentals necessary to complete the work. Removal of Existing Culverts will be measured and paid per Lump Sum removed and accepted.

F. Item 6 – Traffic Maintenance Aggregate includes furnishing, installing, shaping, and compacting Traffic Maintenance Aggregate to the line and grade required, recompacting and adding material as necessary to maintain a pleasing riding surface, and for all materials, equipment, tools, labor, and incidentals necessary to complete the work. Traffic Maintenance Aggregate will be measured and paid per Cubic Yard initially installed and accepted (net section).

G. Item 7 - Roadway Pavement includes subgrade compaction, Class II base course, furnishing, placing, shaping, roller compacting, hand compacting where necessary, and for all other materials, equipment, tools, labor, and incidentals necessary to complete the work. Roadway shall be replaced in kind with Asphalt or Concrete. Roadway Pavement will be measured and paid per Square Yard installed and accepted.

H. Item 8 – Concrete Driveway/Sidewalk includes subgrade compaction, Class II base course, furnishing, installing, shaping, finishing, and curing concrete, joints and joint material, and for all other materials, equipment, tools, labor, and incidentals necessary to complete the work. Concrete driveway shall be 6" thick and

concrete sidewalk shall be 4" thick. Concrete Driveway/Sidewalk will be measured and paid per Square Yard installed and accepted.

I. Item 9 thru 14 –Storm Water Pipe include all materials, equipment, tools, excavation, bedding, backfill, labor, and incidentals necessary to install Storm Water Pipe. These pay items include all necessary bands, rods, lugs, pipe fittings and couplings not covered by other specific pay items. Storm Water Pipe will be measured and paid per Linear Foot horizontally along the centerline of pipeline complete and in place.

J. Items 15 thru 18 – Drainage Structures includes all materials, equipment, tools, excavation, bedding, backfill, labor, and incidentals necessary to install precast concrete headwalls, drop inlets, drainage manholes, and Junction Boxes. Drainage Structures will be measured and paid per Each installed and accepted.

K. Item 19 thru 20 – End Treatment include all materials, equipment, tools, excavation, bedding, backfill, labor, and incidentals necessary to install storm water End Treatments. These pay items include all necessary bands, rods, lugs, pipe fittings and couplings not covered by other specific pay items. End Treatments will be measured and paid per Each installed and accepted.

L. Item 21 – Rip Rap This work consists of all labor, materials, equipment, and services necessary to place a protective covering of stone riprap and geotextile fabric at locations shown on the plans or at other locations as directed by the ENGINEER. The work shall be in accordance with these specifications and in conformity with the lines and grades shown on the plans or established by ENGINEER. Rip Rap will be measured and paid per Cubic Yard completed and accepted.

M. Item 22 – Regrade Roadside Ditches includes all materials, labor and equipment for the installation of fill, grading, excavation, compacting, disposal of surplus materials and restoration of existing surfaces as indicated on the Drawings or specified elsewhere herein. This also includes seeding at all lawn areas of site disturbed by work of this contract and over areas to be graded where soil is uncovered or new fill added, as shown on the drawings and specified herein. Existing areas of site with total stand of grass and that are not affected by work of this contract need not be re-seeded. Provide all necessary supplementary items for a complete installation intended by documents. Regrading Roadside Ditches will be measured and paid per Lump Sum completed and accepted.

* * *

SECTION 01027: APPLICATIONS FOR PAYMENT

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

1.2 General: Submit Applications for Payment to A/E in accordance with the schedule established by Conditions of the Contract and Agreement Between Owner and Contractor.

1.3 Format and Data Required: Submit itemized applications typed on sheets with the same exact language on either AIA Document G702, Application and Certificate for Payment, and continuation sheets G703, or NSPE Document NSPE-1910-8-E, Application for payment, or Owner's form, whichever is applicable.

1.4 Preparation of Application for Each Progress Payment:

A. Application Form:
   1. Fill in required information, including that for Change Orders executed prior to the date of submittal of application.
   2. Fill in summary of dollar values to agree with the respective totals indicated on the continuation sheets.
   3. Execute certification with the signature of a responsible officer of the contract firm.

B. Continuation Sheets:
   1. Fill in total list of all scheduled component items of Work, with item number and the scheduled dollar value for each item.
   2. Fill in the dollar value in each column for each scheduled line item when Work has been performed or products stored.
   3. List each Change Order executed prior to the Date of submission, at the end of the continuation sheets. List by Change Order Number, and description, as for an original component item of work.

C. A/E and Owner project numbers must appear on <u>all</u> documentation.

1.5 Substantiating Data for Progress Payments:

A. When the Owner or the A/E requires substantiating data, Contractor shall submit suitable information, with a cover letter identifying
   1. Project.
   2. Application number and date.
   3. Detailed list of enclosures.
   4. For stored products:
      a. Item number and identification as shown on application.

b. Description of specific material.
c. Copy of invoice showing project and amount.
d. Location of material.
e. Copy of paid invoice will be required for following pay request.

B. Submit one copy of data and cover letter for each copy of application. If applicable to project, a duplicate original and one (1) copy of tickets are required for sand, asphalt concrete and granular materials.

C. Submit Record Drawings for review by A/E. A/E will return Record Drawings after review.

1.6 Preparation of Application for Final Payment:

A. Fill in Application form as specified for progress payments.

B. Use continuation sheet for presenting the final statement of accounting as specified.

1.7 Submittal Procedure:

A. Submit Applications for Payment to A/E at the times stipulated in the Conditions of the Contract.

B. Number: Two copies of each Application with substantiating data.

C. Contractor must submit a Project Schedule with each Application for Payment. The Project Schedule must be up to date and included in each and every Application for Payment submittal. Each schedule shall indicate the original schedule with the current schedule immediately below it.

D. When A/E finds the Application properly completed and correct, he will transmit a certificate for payment to Owner, with a copy to Contractor.

* * *

SECTION 01041: PROJECT COORDINATION

PART 1: GENERAL

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

1.2 General: This section covers the work required by the Contractor to coordinate and administer the project.

1.3 Coordination: Contractor shall plan, schedule, and coordinate his operations in a manner that will facilitate the simultaneous progress of work included under other contracts outside the scope of these Contract Documents. Contractor shall plan, schedule and coordinate with all utilities in a manner conducive to timely and efficient progress in the execution of the contract.

1.4 Notice to Owners and Authorities:

A. Contractor shall, as provided in General Conditions, notify owners of adjacent property and utilities when prosecution of the Work may effect them. Notification shall include names and telephone numbers for key project personnel so that property owners can report problems. These contact telephone numbers shall be given so that appropriate personnel can be contacted 24 hours a day, seven days a week.

B. When it is necessary to temporarily deny access by owners or tenants to their property, or when any utility service connection must be interrupted, Contractor shall give notices sufficiently in advance to enable the affected persons to provide for their needs. Notices will conform to any applicable local ordinance and, whether delivered orally or in writing, will include appropriate information concerning the interruption and instructions on how to limit their inconvenience.

C. All utilities and other concerned agencies shall be contacted at least 24 hours in advance, unless otherwise specified, prior to cutting or closing streets or other traffic areas, excavating near underground utilities or pole lines or temporary shutdown of existing facilities.

1. Notice to local electric company: The Contractor shall review with the local electric company the construction methods to be used in the vicinity of power lines. This review shall establish which lines, if any, need temporary relocation or de-energizing. At least two weeks notice is required from the Contractor by local electric company prior to any temporary relocating or de-energizing work being required.

2. Notice to local gas company: The Contractor shall review with the local gas company any work to be done in the vicinity of gas lines. Where temporary relocation of gas lines or reinforcement of coating is required the Contractor shall meet with the Louisiana Gas Company as soon as possible, but no less than 30 days in advance of when relocation is required. For temporary shutdown of gas mains and notification as required by the company when working in the vicinity of gas mains at least 48 hours notice is required, by calling ONE CALL at 1-800-272-3020.

1.5 Mechanical and Electrical Coordination: Contractor shall coordinate all details of the equipment with other related parts of the Work, including verification that all structures, piping, wiring, and equipment components are compatible. Contractor shall be responsible for all structural and other alterations in the Work required to accommodate equipment differing in dimensions or other characteristics from that contemplated in the Drawings or Specifications.

* * *

SECTION 01043: JOB SITE ADMINISTRATION

PART 1: GENERAL

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

1.2 Site Administration: Contractor shall be responsible for all areas of the site used by him, by other contractors, and all Subcontractors in the performance of the Work. He will exert full control over the actions of all employees and other persons with respect to the use and preservation of property and existing facilities, except such controls as may be specifically reserved to Owner or others. Contractor has the right to exclude from the site all persons who have no purpose related to the Work or its inspection.

1.3 Unfavorable Construction Conditions:

A. Contractor shall confine his operations to work which will not be affected adversely by unfavorable weather, wet ground, or other unsuitable construction conditions. No portion of the Work shall proceed under conditions, which would affect adversely the quality or efficiency of the Work, unless suitable special precautions or countermeasures are taken by Contractor. No work day will be considered as a non-work day if the Contractor has the opportunity to work on any part of this project at least four (4) hours on any one day.

B. Contractor's construction schedule shall include at least the number of days as defined in the General/Supplementary Conditions for the construction period. Non-work days shall be determined jointly by Contractor and Resident Project Representative, and shall be those days when it was not practical to work due to inclement weather and essentially no work was performed.

1.4 Non-Work Days: Non-work days shall be agreed upon on a weekly basis between the Project Representative and the Contractor; and forwarded to A/E for approval. Non-work days must be claimed by the Contractor in an invoice period. Contractor may not claim non-work days from a previous invoice period. The amount of non-work days for the invoice period shall be furnished to the A/E with each application for progress payment. This amount shall be in accordance with the above and shall be agreed to by the A/E prior to transmitting each application for progress payment. An extension of time for approved non-work days will only be granted for non-work days for the contract period as set forth in the General/Supplementary Conditions.

* * *

SECTION 01045: CUTTING AND PATCHING

PART 1: GENERAL

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

1.2 Scope of Work: The work done under this section includes the furnishing of all labor, materials, equipment and services necessary to complete the cutting, fitting and patching required in the execution of this Project.

1.3 Description: Contractor shall be responsible for all cutting, fitting and patching, including attendant excavation and backfill, required to complete the Work and/or to:

A. Make its several parts fit together properly.
B. Uncover portions of the Work to provide for installation of ill timed work.
C. Remove and replace defective work.
D. Remove and replace work not conforming to requirements of the Contract Documents.
E. Remove samples of installed work as specified for testing.
F. Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.

1.4 Submittals:

A. Submit a written request to A/E three (3) working days in advance of executing any cutting or alteration which affects:
    1. The structural value or integrity of any element of the Project.
    2. The integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
    3. The efficiency, operational life, maintenance, or safety of operational elements.
    4. The visual quality of sight-exposed elements.
B. The request shall include:
    1. Identification of the Project.
    2. Description of the affected work.
    3. The necessity for cutting, alteration, or excavation.
    4. The effect on the structural or weatherproof integrity of the Project.
    5. Description of the proposed work:
        a. The scope of cutting, patching, alteration, or excavation.
        b. The trades who will execute the work.
        c. Products proposed to be used.

d. The extent of refinishing to be done.

6. Alternatives to cutting and patching.
7. Cost proposal, when applicable.
8. Written permission of any separate contractor whose work will be affected.

C. Should conditions of the work or the schedule indicate a change of products from the original installation, Contractor shall submit a request for substitution.

D. Submit a written notice to A/E designating the date and the time the work will be uncovered.

PART 2: PRODUCTS

2.1 Materials: Comply with specifications and standards for each specific product involved.

PART 3: EXECUTION

3.1 Inspection:

A. Inspect existing conditions of the Project, including elements subject to damage or to movement during cutting and patching.

B. After uncovering work, inspect the conditions affecting the installation of products, or performance of the work.

C. Report unsatisfactory or questionable conditions to the A/E in writing; do not proceed with the work until the A/E has provided further instructions.

3.2 Preparation:

A. Provide adequate temporary support as necessary to assure the structural value or integrity of the affected portion of the Work.

B. Provide devices and methods to protect other portions of the Project from damage.

C. Provide protection from the elements for that portion of the Project, which may be exposed by cutting and patching work.

D. Maintain excavations free from water.

E. The Contractor shall be responsible for and shall properly protect all conduit, wires, equipment, drains, pipes, and other property of the Owner's or public service corporations which are not noted to be demolished or removed.

3.3 Performance:

A. Execute cutting and patching by methods which will prevent damage to other work, and will provide proper surfaces to receive installation of repairs.

B. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.

C. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes.

D. Restore work which has been cut or removed: install new products to provide completed Work in accordance with requirements of Contract Documents.

E. Fit work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

F. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:
   1. For continuous surfaces, refinish to nearest expansion joint.
   2. For an assembly, refinish the entire unit.

* * *

SECTION 01050: FIELD ENGINEERING

PART 1: GENERAL

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

1.2 General:

A. Provide and pay for field engineering services and survey work required in execution of the Project.

B. Owner's Representative will identify existing control points indicated on the Drawings, as required.

1.3 Qualifications of Surveyor: Qualified Louisiana registered land surveyor, acceptable to Contractor and Owner.

1.4 Survey Reference Points:

A. Existing basic horizontal and vertical control points for the Project are those designated on Drawings.

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

1. Make no changes or relocations without prior written notice to A/E.
2. Report to A/E when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
3. Require surveyor to replace Project control points which may be lost or destroyed. Establish replacements based on original survey control.

1.5 Project Survey Requirements:

A. Establish survey control points as indicated on the Drawings. Record locations, with horizontal and vertical data, on Project Record Documents.

B. Establish lines and levels, locate and lay out, by instrumentation and similar appropriate means, Project baselines, batter boards for structures, sleeve locations. Provide markers as indicated on Drawings.

C. From time to time, verify layouts by the same methods.

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

1.7 Submittals:

A. Submit name and address of Surveyor to A/E.

B. On request of A/E, submit documentation to verify accuracy of field engineering work.

C. Include all survey and field engineering work as part of Project Record Documents.

1.8 Slab elevation shall be as indicated on the contract drawings. After the slab has been poured the contractor shall hire and pay for a registered surveyor, licensed to practice in the State of Louisiana to verify that the slab elevation of the building is a the elevation noted on the drawings. Surveyor shall submit five (5) certified benchmark certificates with a live signature and seal by said registered surveyor, licensed to practice in the State of Louisiana, certifying that the actual slab elevation is as noted on the contract drawings.

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SECTION 01200: PROJECT MEETINGS

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

1.2 General: This section covers project meetings required for the project.

1.3 Description:

A. The Architect/Engineer shall coordinate the scheduling and administer the pre-construction meeting, periodic progress meetings, and specially called meetings throughout the progress of the work.
   1. Prepare agenda for meetings.
   2. Distribute written notice of each meeting four days in advance of meeting date.
   3. Make physical arrangements for meetings.
   4. Preside at meetings.
   5. Record the minutes; include all significant proceedings and decisions.
   6. Reproduce and distribute copies of minutes within three working days after each meeting.

B. Representatives of contractors, subcontractors, and suppliers attending the meetings shall be qualified and authorized to act on behalf of the entity each represents.

1.4 Pre-Construction Meeting:

A. Schedule pre-construction meeting prior to beginning on-site construction.

B. Location: Project site or other location as coordinated with A/E and Owner.

C. Attendance:
   1. Owner's Representative.
   2. A/E
   3. Resident project representative, if applicable.
   4. Contractor's Superintendent.
   5. Major subcontractors.
   6. Major suppliers.
   7. Others as appropriate.

D. Suggested Agenda:
   1. Distribution and discussion of list of major subcontractors and suppliers.
   2. Projected construction schedules.
   3. Critical work sequencing.
   4. Major Equipment deliveries and priorities.
   5. Project coordination and designation of responsible personnel.

6. Procedures and processing of field decisions, proposal requests, submittals, Change Orders, Applications for Payment.
7. Adequacy of distribution of Contract Documents.
8. Procedures for maintaining Record Documents.
9. Use of premises: office, work, and storage areas; Owner's requirements.
10. Construction facilities, controls, and construction aids.
11. Temporary utilities.
12. Safety and first-aid procedures.
13. Security procedures.
14. Housekeeping procedures.

1.5 Progress Meetings:

A. The Architect/Engineer shall schedule regular periodic meetings, as required. Hold called meetings as required by progress of work.

B. Location of Meetings: The Owner's office.

C. Attendance: A/E, Owner's Representative, subcontractors, and suppliers as appropriate to the agenda, others as required.

D. Suggested Agenda:

1. Review, approval of minutes of previous meeting.
2. Review of work progress since previous meeting.
3. Field observations, problems, conflicts.
4. Problems which impede Construction Schedule.
5. Review off-site fabrication, delivery schedules.
6. Corrective measures and procedures to regain projected schedule.
7. Revisions to Construction Schedule.
8. Plan progress, schedule, during succeeding work period.
9. Coordination of schedules.
10. Review submittal schedules; expedite as required.
11. Maintenance of quality standards.
12. Review proposed changes for effect on Construction Schedule,
completion date.
13. Other business.

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SECTION 01300: SUBMITTALS

PART 1: GENERAL

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

1.2 Correspondence: Six copies of all transmittal letters accompanying shop drawings, product data, operations and maintenance data and manuals, layout data, and other information shall be sent to the Owner's Program Management Office at an address to be supplied to the contractor at the pre-construction conference.

1.3 Progress Reports:

A. A progress report shall be furnished to A/E with each application for progress payment. If the Work falls behind schedule, Contractor shall submit additional progress reports at such intervals as A/E may request.

B. Each progress report shall include sufficient narrative to describe current and anticipated delaying factors, their effect on the construction schedule, and proposed corrective actions. Any work reported complete, but which is not readily apparent to A/E must be substantiated with satisfactory evidence.

C. Each progress report shall also include three prints of the accepted graphic schedule marked to indicate actual progress.

1.4 Survey Data: All field books, notes, and other data developed by Contractor in performing surveys required as part of the Work shall be available to A/E for examination throughout the construction period. All such data shall be submitted to A/E with the other documentation required for final acceptance of the Work.

1.5 Layout Data: Contractor shall keep neat and legible notes of measurements and calculations made by him in connection with the layout of the Work. Copies of such data shall be furnished to the Resident Project Representative for use in checking Contractor's layout as provided. All such data considered of value to Owner will be transmitted to Owner by A/E with other records upon completion of the work.

1.6 Schedule of Values:

A. A tentative Schedule of Values reflecting the total cost of the work shall be submitted at the pre-construction conference.

B. After review of the tentative schedule at the pre-construction conference and before submission of the first application for payment, Contractor shall prepare and submit to A/E a schedule of

values covering each lump sum item. The schedule of values, showing the value of each kind of work, shall be acceptable to A/E before any partial payment estimate is prepared. Price per activity, other than material purchased, shall not exceed $50,000.

C. The sum of the items listed in the schedule of values shall equal the contract lump sum price. Such items as bond premium, temporary construction facilities, and plant may be listed separately in the schedule of values, provided the amounts can be substantiated. Overhead and profit shall not be listed as separate items.

D. An unbalanced schedule of values providing for overpayment to Contractor on items of Work which would be performed first will not be accepted. The schedule of values shall be revised and resubmitted until acceptable to the A/E. An electronic file shall be provided to Owner.

E. Final acceptance by A/E shall indicate only consent to the schedule of values as a basis for preparation of applications for progress payments and shall not constitute an agreement as to the value of each indicated item.

F. Within 30 days after award of contract, Contractor shall furnish to A/E a schedule of estimated monthly payments. The schedule shall be revised and resubmitted each time an application for payment varies more than 10 percent from the estimated payment schedule.

1.7 Submittals to other Concerned Agencies: The Contractor shall comply with all submittals required by utility companies and other concerned agencies as specified. Submittals to other agencies shall be submitted to A/E for information purposes only.

1.8 Schedule:

A. Contractor shall submit a detailed construction schedule to the A/E ten (10) day after receipt of Notice of Award.

B. Contractor shall submit a revised construction schedule at the Pre-Construction Conference.

C. Contractor shall submit revised construction schedules to the A/E monthly thereafter.

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SECTION 01340: SHOP DRAWINGS, PROJECT DATA, AND SAMPLES

1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Special, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section. No requirements of the Supplementary or Special Conditions shall be superseded by this Section but format of submittals shall be as follows.

1.2 General:

A. Submit, to the A/E, shop drawings, project data, and samples required by specification sections.

B. Prepare and submit, with Construction Schedule, a separate schedule listing dates for submission and date reviewed shop drawings, project data, and samples will be needed for each product.

1.3 Shop Drawings: Original drawings, prepared by Contractor, Subcontractor, Supplier, or Distributor, which illustrate some portion of the Work; showing fabrication, layout, setting, or erection details.

A. Prepared by a qualified detailer.

B. Identify details by reference to sheet and detail numbers shown on Contract Drawings.

C. Maximum Sheet Size: 24" x 36".

D. Submit three (3) copies of each submittal.

1.4 Manufacturer's Literature, Project Data:

A. Manufacturer's standard schematic drawings.

1. Modify drawings to delete information to provide additional information applicable to project.

2. Supplement standard information to provide additional information applicable to project.

B. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, and other standard descriptive data.

1. Clearly mark each copy to identify pertinent materials, products, or models.

2. Show dimensions and clearances required.

3. Show performance characteristics and capacities.

4. Show wiring diagrams and control.

1.5 Samples: Physical examples to illustrate materials, equipment, or workmanship, and to establish standards by which completed work is judged.

A. Office samples: Of sufficient size and quantity to clearly illustrate:

1. Functional characteristics of product or material, with integrally related parts and attachment devices.

2. Full range of color samples.

B. Field Samples and Mock-Ups.

1. Erect at project site at location acceptable to A/E.

2. Construct each sample or mock-up complete, including work of all trades required in finished work.

1.6 Contractor Responsibilities:

A. Contractor shall submit a schedule of the submittals needed prior to construction.

B. Contractor shall review each submittal, project data, and samples and verify in writing to the A/E that each submittal conforms with the contract documents prior to submitting. Contractor shall list any deviations from that specified and in addition, shall cause a specific notation to be made on each shop drawing and sample submitted to the A/E for review and approval of each such variation.

C. Verify field measurements, field construction criteria, catalog numbers, and similar data.

D. Coordinate each submittal with requirements of Work and of Contract Documents.

E. Contractor's responsibility for errors and omissions in submittals is not relieved by A/E's review of submittals.

F. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by A/E's review of submittals, unless A/E gives written acceptance of specific deviations.

G. Begin no work which requires submittals until return of submittals with A/E's stamp and initials or signature indicating review.

H. After A/E's review, distribute copies.

I. Contractor shall direct specific attention, in writing, to the A/E of the failure to receive reviewed submittals after a reasonable time and shall denote consequences of an excessive review period with regard to the progress of work.

1.7 Submission Requirement:

A. Schedule submissions at least 21 days before dates reviewed submittals will be needed.

B. Shop Drawings: Submit three (3) of each submittal.

C. Manufacturer's Literature: Number of copies of Project Datum which Contractor requires for distribution plus 2 copies which will be retained by A/E, plus one (1) copy retained by the Consulting A/E for mechanical or electrical submittals.

D. Submit number of Samples specified in each of specification sections.

E. Accompany submittals with transmittal letter containing: date; project title and number; Contractor's name and address; the number of each Shop Drawings, Project Datum, and Sample submitted; notification of deviations from Contract Documents; other pertinent data.

F. Submittals shall include:

1. Date and revision dates.

2. Project title, A/E Project number, and Owner's Project number, if any.

3. The names of: A/E; Contractor; Subcontractor; Supplier; Manufacturer.
4. Identification of product or material.
5. Relation to adjacent structure or materials.
6. Field dimensions, clearly identified as such.
7. Applicable standards, such as ASTM number or Federal Specification.
8. A blank space, 8" x 8" for the A/E's stamp.
9. Identification of deviations from Contract Documents.
10. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of field measurements, and compliance with Contract Documents.
11. Applicable standards, such as ASTM number or Federal Specification number.

1.8 Resubmission Requirements:

A. Shop Drawings: Revise initial drawings as required and resubmit as specified for initial submittal. Indicate on drawings any changes which have been made other than those requested by A/E.

B. Project Data and Samples: Submit new datum and samples as required for initial submittal.

C. Contractor shall accept full responsibility for the completeness of each submission, and, in the case of a resubmission, shall verify that all exceptions previously noted by A/E have been taken into account. In the event that more than one resubmission is required because of failure of Contractor to account for exceptions previously noted, Contractor shall reimburse Owner for the charges of A/E for review of the additional resubmissions.

D. Any need for more than one resubmission, or any other delay in obtaining A/E's review of submittals, will not entitle Contractor an extension of the Contract Time unless delay of the Work is directly caused by a change in the Work authorized by a Change Order or by failure of A/E to return any submittal within a reasonable time after its receipt in A/E's office.

E. When the drawings and data are returned marked SUBMIT SPECIFIED ITEM the Contractor shall do so. When the drawings and data are returned marked REVISE AND RESUBMIT, the corrections shall be made as noted thereon and as instructed by the A/E and nine corrected copies (or one corrected reproducible copy) resubmitted.

1.9 Distribution of Submittals after Review:

A. Distribute copies of Shop Drawings and Project Datum which carry A/E stamp to:
1. Contractor's file
2. Job site file
3. Record Documents file
4. Subcontractors

5. Supplier or fabricator
6. Other affected Contractors
7. Owner

B. Distribute samples as directed.

1.10 A/E's Duties:

A. Review submittals with reasonable promptness.

B. Review for design concept of project and information given in Contract Documents.

C. Review of separate item does not constitute review of an assembly in which item functions.

D. Affix stamp and initials or signature certifying to review of submittal.

E. Return sepia of Shop Drawings and other submittals to Contractor for distribution, or for resubmission. Contractor is responsible obtaining number of opaque prints from sepia necessary for distribution.

F. The Design Professional shall review Contractor submittals, such as shop drawings, product data, samples and other data, as required by the Design Professional, but only for the limited purpose of checking for conformance with the design conception and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Design Professional's review shall be conducted with reasonable promptness while allowing sufficient time in the Design Professional's judgement to permit adequate review. Review of a specific item shall not indicate that the Design Professional has reviewed the entire assembly of which the item is a component. The Design Professional shall not be responsible for any deviations for the contract documents not brought to the attention of the Design Professional in writing by the Contractor. The Design Professional shall not be required to review partial submissions or those for which submissions or correlated items have not been received.

* * *

SECTION 01380: CONSTRUCTION PROGRESS PHOTOGRAPHS AND/OR VIDEO

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

1.2 General: Provide and transmit to A/E, periodically as specified below, photographs adequate to show construction progress.

1.3 Construction Progress Photographs:

A. General: All photographs shall be produced by a professional photographer acceptable to A/E. CD's of the photos shall be marked with the name and number of the contract, name of Contractor, and/or Sub-Contractor, description and location of view and date photographed. All photography shall be at the Contractor's expense. A/E shall transmit one copy of each photograph and CD to Owner.

B. Number required per submittal: At least two different views of typical construction.

C. Schedule:

1. Prior to beginning of work. Existing conditions.
2. Deliver two (2) sets of CD's to A/E with each Application for Payment.
3. Prior to final inspection.

D. Direction of view/vantage points: As directed by A/E.

1.4 CD:

A. CD of the pictures shall be transmitted to the A/E at the time the pictures are transmitted.

1.5 Technique for Still Photographs:

A. Factual presentation

B. Correct exposure and focus.

1. High resolution and sharpness.
2. Maximum depth-of-field.
3. Minimum distortion.

1.6 Views Required for Still Photographs

A. Contractor shall photographs from locations to adequately illustrate condition of construction and state of progress. Consult with A/E at each period of photography for instructions concerning views required.

B. In addition, the Contractor shall photograph the sites of each major portion of the work prior to the beginning of work at each site. Views shall be as required by the A/E. In addition, the same sites shall be

photographed utilizing the same views at the completion of construction.

C. The Contractor shall also inspect and photograph any structure within 100 feet of each construction site prior to beginning of work. Photographs of any existing damaged areas shall be taken.

* * *

SECTION 01386: SITE CONDITION SURVEY

PART 1: GENERAL

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

1.2 General: Prior to the start of construction on the Contract, the Contractor shall furnish to the A/E, the site condition survey of the construction areas. The survey will remain available for use by the Contractor and may be used for any assistance that the survey may provide in resolving disputes which arise with the property owners claiming improper restoration of their properties. The survey will also be used as a guide by the A/E, prior to issuance of final payments, in determining the adequacy of restoration and the extent of damages attributable to the Contractor's work.

1.3 General: Contractor shall conduct a thorough survey of the entire job route. Interior conditions surveys and interior photos shall be included for all structures. This survey should be adequate to ascertain pre/post construction conditions (including existing elevations) of all public and private property within and adjacent to the construction limits. Sufficient data shall be provided by the Contractor and submitted to the A/E to resolve any damage claims which may arise due to the construction of this project.

1.4 Requirements: This survey shall include, but not be limited to, elevations of drives and walks taken at approximately 20 foot intervals and at the point of juncture with any structure to which they are attached. In addition, elevations shall be taken of all house slabs and structures along the job route.

1.5 Submittals: All photographs, and survey data shall be submitted to the A/E for record purposes within seven weeks prior to commencement of any construction activities and at the completion of the job. Data shall be shown complete with stationing expressed in engineering symbols. All data shall reflect date of information.

1.6 Implementation: All survey work shall be accomplished by a Land Surveyor registered in the State of Louisiana.

* * *

SECTION 01410: TESTING LABORATORY SERVICES

PART 1: GENERAL

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

1.2 General: This section covers the requirements of obtaining and payment or testing laboratory services.

1.3 Selection and Payment: The Owner shall contract and pay for the services of an independent testing laboratory to perform inspection and tests of materials and construction as defined in the Conditions of the Contract.

1.4 Contractor's Responsibilities:

A. Cooperate with laboratory personnel, provide access to Work.

B. 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. Material supplier shall provide laboratory with field mix data for each delivery.

C. Make available, without cost, samples of all materials to be tested in accordance with applicable standard specifications.

D. Furnish such nominal labor and sheltered working space as is necessary to obtain samples at the Project.

E. Advise the laboratory of the identity of materials sources and instruct the suppliers to allow tests or inspections by the laboratory.

F. Notify the laboratory sufficiently in advance of operations to allow for completion of initial tests and assignment of inspection personnel.

G. Notify the laboratory sufficiently in advance of cancellation of required testing operations. The Contractor shall be responsible to the laboratory for charges due to failure to notify if requirements for testing are canceled.

H. Make arrangements with laboratory and pay for additional samples and tests required for Contractor's convenience.

I. Contractor shall pay all fees and charges, including any additional design services required, incurred for retesting due to failure of initial test or other deficiencies that are the contractor's responsibility.

1.5 Test Methods: Tests and inspections shall be conducted in accordance with the latest standards of ASTM or other recognized authorities.

1.6 Test Reports: The laboratory shall promptly submit written reports of each test and inspection made to the Owner, A/E, Contractor, and to such other parties as the Owner may specify.

1.7 Extent of Laboratory Tests and Inspections: The A/E will recommend to the Owner the type and number of tests to be performed on the Project. The Contractor will be advised of the number and type of tests to be performed by the testing laboratory.

* * *

SECTION 01505: MOBILIZATION

PART 1: GENERAL

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

1.2 Description: This work consists of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings, and other facilities necessary for work in the Project, and the costs of bonds and insurance, and for all other work and operations which must be performed, or costs incurred for mobilization, prior to beginning work on the various construction times on the Project.

1.3 Materials:

A. The Contractor shall furnish all materials, supplies, and incidentals for this item.

B. These materials, supplies and incidentals will not be considered as a part of the various items of the completed contract.

1.4 Basis of Payment:

A. All preconstruction expenses incurred by the Contractor in connection with mobilization will be considered incidental to the Work and no direct payment will be made therefore.

B. Mobilization will be paid for at the contract lump sum price by partial payments in accordance with the following schedule:

1. When the first partial estimate is earned and submitted for payment, 25 per cent of the amount bid for mobilization will be paid.
2. When 10 per cent of the original contract amount is earned, an additional 25 per cent of the amount bid for mobilization will be paid.
3. When 25 per cent of the original contract amount is earned, an additional 25 per cent of the amount bid for mobilization will be paid.
4. When 50 percent or more of the original contract amount is earned, the final 25 per cent of the amount bid for mobilization will be paid.

C. In the event this contract is cancelled by the Owner, the Contractor will be paid for the actual cost incurred for mobilization at the time of cancellation, which cost will not exceed the total amount bid under the mobilization item.

D. Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the Contract.

1.4 Method of Measurement:

A. The Contract Bid Price is limited to an amount up to a maximum of 10 percent of the Contractor's total bid including this item.

B. This item will be measured by lump sum, acceptably performed. When the quantities of work vary or there is extra work or force account work or there are eliminated items, these conditions will not be related to this item and any additional cost of mobilization that may be necessary for the added item of work will be included in the price agreed upon for the added item.

* * *

SECTION 01510: TEMPORARY UTILITIES

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

1.2 General:

A. Comply with Federal, State, and Local codes and regulations and with utility company requirements.

B. Materials may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

1.3 Job Conditions:

A. Establish and initiate use of each temporary facility at time first reasonably required for proper performance of the Work. Terminate use and remove facilities at earliest reasonable time, when no longer needed or when permanent facilities have, with authorized use, replaced the need.

B. Install, operate, maintain and protect temporary facilities in a manner and at locations which will be safe, non-hazardous, sanitary and protective of persons and property, and free of deleterious effects.

1.4 Temporary Water:

A. Provide water for construction purposes; pay all costs for installation, maintenance and removal, and service charges for water used.

B. Install branch piping as necessary, with taps located so that water is available throughout the construction by the use of hoses. Protect piping and fittings against freezing.

1.5 Temporary Sanitary Facilities: Contractor shall provide and maintain an adequate number of temporary toilets with proper enclosures as necessary for use of workmen during construction. Keep toilets clean and comply with all local and state health requirements and sanitary regulations. Toilet facilities shall consist of the prefabricated chemical type.

1.6 Temporary Electricity and Lighting:

A. Comply with National Electric Code.

B. Arrange with utility company, provide service required for power and lighting, and pay all costs for service and for power used.

C. Install circuit and branch wiring, with area distribution boxes located so that power and lighting is available throughout the construction by the use of construction type power cords.

D. Provide adequate artificial lighting for all areas of work when natural light is not adequate for work, and for areas accessible to the public.

1.7 Temporary Heat and Ventilation:

A. Provide temporary heat and ventilation as required to maintain adequate environmental conditions to facilitate progress of the Work, to meet specified minimum conditions for the installation of materials, and to protect materials and finishes from damage due to temperature or humidity.

B. Provide adequate forced ventilation of enclosed areas for curing of installed materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors, or gases.

C. Portable heaters shall be standard approved units complete with controls.

D. Pay all costs of installation, maintenance, operation and removal, and for fuel consumed.

E. After building is completely enclosed, the Contractor may utilize the permanent mechanical equipment which he furnishes and installs under this Contract, with the qualifications herein stipulated. Supply any additional equipment required. Any permanent equipment so used shall be turned over to the Owner in the condition and the time required by the Specifications. The Contractor's use of the permanent equipment is hereby qualified as follows:

1. Do not use the permanent equipment for temporary heat or cooling unless and until all safety devices specified or required for safe operation of the equipment are installed and operating properly.
2. The Contractor shall pay all fuel costs and assume all responsibility for the use of the permanent equipment.
3. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
4. The warranty period on the equipment shall not commence until final acceptance of the project.

1.8 Removal:

A. Completely remove temporary materials and equipment when their use is no longer required. Clean and repair damage caused by temporary installations or use of temporary facilities.

B. Restore any permanent facilities used for temporary services to specified condition. Prior to final inspection, remove temporary lamps and install new lamps.

* * *

SECTION 01550: TEMPORARY ACCESS

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

1.2 General:

A. Comply with Federal, State, and Local codes and regulations and with utility company requirements.

B. Materials may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

1.3 Job Conditions:

A. Establish and initiate use of each temporary facility at time first reasonably required for proper performance of the Work. Terminate use and remove facilities at earliest reasonable time, when no longer needed or when permanent facilities have, with authorized use, replaced the need.

B. Install, operate, maintain and protect temporary facilities in a manner and at locations which will be safe, non-hazardous, sanitary and protective of persons and property, and free of deleterious effects.

1.4 Temporary Access:

A. Do not disturb any lawn areas. Construct and maintain in good, usable condition required temporary access and appurtenances; when no longer required, remove temporary construction.

B. Make access to site for delivery of construction materials and equipment only from locations approved by the Architect/Engineer and Owner.

C. Designated existing on-site streets and driveways may be used for construction traffic. Provide temporary additional roads as needed for required construction access. Maintain existing construction, and restore to original, or specified condition, and restore to original, or specified, condition at completion of Work.

D. Designated areas of existing parking facilities may be used for parking of construction personnel's private vehicles and of Contractor's light-weight vehicles. Do not allow heavy vehicles or construction equipment in parking areas.

E. Except as otherwise indicated, develop subgrade and subbase of permanent roadways at earliest possible date, and provide temporary surfacing to serve as temporary roads during construction. Surface sufficiently to provide all-weather, uninterrupted access to construction area, for every form of transportation which can be reasonably expected. Maintain

temporary roads during construction. Extend temporary roadway development and surfacing in and around construction site as reasonably required to accommodate construction activities. When no longer needed as temporary roadways, remove temporary surfacing and restore subbases to conditions required by contract documents for permanent development.

1.5 Removal:

A. Completely remove temporary materials and equipment when their use is no longer required. Clean and repair damage caused by temporary installations or use of temporary facilities.

B. Restore existing facilities used for temporary services to specified, or to original condition.

C. Restore any permanent facilities used for temporary services to specified condition.

* * *

SECTION 01569: TEMPORARY SEWERAGE FLOW CONTROL

PART 1: GENERAL

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

1.2 General:

A. It shall be the responsibility of the Contractor to provide the necessary equipment, materials, labor, and supervision for the plugging/blocking and/or pumping/bypassing of sewer flows in the designated areas for the purpose of providing uninterrupted sewerage flows during the construction of the proposed improvements.

B. It shall be the responsibility of the Contractor to make provisions to meet all requirements of these specifications and to correct any problems which may arise as a result of the operations.

C. When new improvements are being constructed and connections being made between new and existing, the flows shall be rerouted by pumping or bypassing of the flows and plugging or blocking of the flows.

D. Manual operation, start-up and shutdown of pumping stations will be performed by the Contractor. Owner will assist the Contractor in performing this work.

1.3 Plugging or Blocking: A sewer line plug shall be inserted into the line at a manhole upstream from the section being inspected and/or worked. The plug shall be so designed that all or any portion of the sewage flows can be released. During the inspection, testing, or sealing portion of the operation, flows shall be shut off. After the work tasks have been completed, flows shall be restored to normal.

1.4 Pumping and Bypassing:

A. When pumping/bypassing is required, the Contractor shall supply the necessary pumps, conduits, and other equipment to divert the flow of wastewater around the area in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing flows plus additional flow that may occur during periods of a rainstorm. Six-inch or eight-inch trailer-mounted electric or diesel pumps shall be used. The bypass pumps shall be sound attenuated with a maximum decibel level of 100 dbA. No other type of pump will be acceptable without prior approval of the A/E. The Contractor shall be responsible for furnishing the necessary power, labor, and supervision to set up and operate the pumping and bypassing system. If pumping is required on a 24-hour basis, all equipment shall be operated in a

manner to keep the pump noise at a minimum.

B. Bypassing of wastewater to storm drainage systems or canals will not be allowed.

1.5 Flow Control Precautions: Whenever flows in a sewer line are blocked, plugged, or bypassed, sufficient precautions shall be taken to protect the sewer lines from damage that might be inflicted by excessive sewer surcharging. Further, precautions shall be taken to ensure that sewer flow control operations do not cause flooding or damage to public or private property being served by the sewers involved.

* * *

SECTION 01601: MATERIAL AND EQUIPMENT

PART 1: GENERAL

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

1.2 General: Material and Equipment Incorporated into the Work:

A. Conform to applicable specifications and standards.

B. Comply with size, make, type, and quality specified, or as specifically approved in writing by the A/E.

C. Manufactured and Fabricated Products:

1. Design, fabricate, and assemble in accordance with the best engineering and shop practices.

2. Manufacture like parts of duplicate units to standard sizes and gages, to be interchangeable.

3. Two or more items of the same kind shall be identical, by the same manufacturer.

4. Products shall be suitable for service conditions.

5. Equipment capacities, sizes, and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.

D. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.3 Reuse of Existing Material:

A. Except as specifically indicated or specified, materials and equipment removed from the existing structure shall not be used in the completed Work.

B. For material and equipment specifically indicated or specified to remain or to be used in the Work.

1. Use special care in removal, handling, storage, add reinstallation to assure proper function and finishing of the completed Work.

2. Arrange transportation, storage, and handling of products which require off-site storage, restoration, or renovation. Pay all costs for such work.

1.4 Manufacturer's Instructions:

A. When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including two copies to A/E. Maintain one set of complete instructions at the job site during installation and until completion.

B. Handle, install, connect, clean, condition, and adjust products in strict accordance with such instructions and in conformity with specified requirements.

1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with A/E for further instructions.
2. Do not proceed with work without clear instructions.

C. Perform work in accordance with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

1.5 Transportation and Handling:

A. Arrange deliveries of Products in accordance with construction schedules, coordinate to avoid conflict with work and conditions at the site.
1. Deliver Products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
2. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that Products are properly protected and undamaged.

B. Provide equipment and personnel to handle Products by methods to prevent soiling or damage to Products or packaging.

1.6 Storage and Protection:

A. Store Products in accordance with manufacturer's instructions, with seals and labels intact and legible.
1. Store products subject to damage by the elements in weathering enclosures.
2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.

B. Exterior Storage:
1. Store fabricated products above the ground, on blocking or skids, prevent soiling or staining. Cover products which are subject to deterioration with impervious sheet coverings, provide adequate ventilation to avoid condensation.
2. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.

C. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored Products to assure that Products are maintained under specified conditions, and free from damage or deterioration.

D. Protection After Installation: Provide substantial coverings as necessary to protect installed Product from damage from traffic and subsequent construction operations. Remove when no longer needed.

1.6 Substitutions and Product Options:

A. Products List: Within five days after Contract Date, Submit to A/E a complete list of major products proposed to be used, with the name of the manufacturer and the installing subcontractor.

B. Contractor's Options:

1. For Products specified only by reference standard, select any product meeting that standard.
2. For Products specified by naming several products or manufacturers, select any one of the products or manufacturers named, which comply with the specifications.
3. For Products specified by naming one or more products or manufacturers and "or approved equal", Contractor must submit a request prior to Bid Date as for substitutions for any product or manufacturer not specifically named.
4. For Products specified by naming only one product and manufacturer, there is no option.

C. Substitutions:

1. Substitutions are only allowed by approval 7 working days prior to Bid Date as stipulated in the Instructions to Bidders or Supplementary Conditions.
2. If a Product that is specified becomes unavailable due to no fault of the Contractor, an item that has been approved prior to Bid Date may be substituted.
3. If prior approved items are unavailable or if no prior approval exists for the unavailable item, the A/E will consider written requests from Contractor for substitution of Products.
4. Submit a separate request for each Product, supported with complete data, with drawings and samples as appropriate, including:
   a. Comparison of the qualities of the proposed substitution with that specified.
   b. Changes required in other elements of the work because of the substitution.
   c. Effect on the construction schedule.
   d. Cost data comparing the proposed substitution with the Product specified.
   e. Any required license fees or royalties.
   f. Availability of maintenance service, and source of replacement materials.

D. Contractor's Representation: A request for a substitution constitutes a representation that Contractor:

1. Has investigated the proposed Product and determined that it is equal to or superior in all respects to that specified.
2. Will provide the same warranties or bonds for the substitution as for the Product specified.

3. Will coordinate the installation of an accepted substitution into the Work, and make such other changes as may be required to make the Work complete in all respects.
4. Waives all claims for additional costs, under his responsibility, which may subsequently become apparent.

E. A/E will review requests for substitutions with reasonable promptness, and notify Contractor, in writing, of the decision to accept or reject the requested substitution.

* * *

SECTION 01635 - SUBSTITUTION PROCEDURES

PART 1: GENERAL

1.1 Related Documents: Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 Summary:

A. Section includes administrative and procedural requirements for substitutions.

B. Related Sections:

1. Division 1 Section "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.
2. Division 2 through 16 sections for specific requirements and limitations for substitutions.

1.3 Definitions:

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
2. Substitutions for Convenience: Changes proposed by Contractor that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 Submittals:

A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Substitution Request Form: Use copy of form provided in the Project Manual.
2. Documentation: Show compliance with requirements for substitutions and the following, as applicable. The burden of proof of the merit of the proposed substitute is upon the proposers.
   a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
   b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
   c. Detailed comparison (point by point) of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such as

performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.

1) Detailed comparison (point by point) must be included in all substitution request documentation submitted for review by the A/E.

d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.

e. Certificates and qualification data, where applicable or requested.

f. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.

g. Construction Schedule (After Contract Execution): Cost information, including a proposal of change, if any, in the Contract Sum.

h. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.

i. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. A/E's Action:

a. Prior to the Bid Date: If necessary, A/E will request additional information or documentation for evaluation within seven (7) working days of receipt of a request for substitution. Prior to the bid date the A/E will notify the contractor/supplier of acceptance or rejection of proposed substitution within three (3) working days of the bid date.

1) Forms of Acceptance: Signed "Contractor/Supplier Substitution Required Form, Addendum, Change Order, Construction Change Directive, or A/E's supplementary instructions for minor changes in the work.

2) Use product specified if A/E does not issue a decision on use of a proposed substitution within time allocated.

3) The A/E's decision of approval or disapproval will be final.

b. After Contract Execution: A/E will notify Contractor of acceptance or rejection of proposed substitution during construction within fifteen (15) working days of receipt of request, or seven (7) working days of receipt of additional information or documentation, whichever is later.

1) Forms of Acceptance: Signed "Contractor/Supplier Substitution Required Form, Addendum, Change Order, Construction Change Directive, or A/E's

supplementary instructions for minor changes in the work.

2) Use product specified if A/E does not issue a decision on use of a proposed substitution within time allocated.

3) The A/E's decision of approval or disapproval will be final.

1.5 Quality Assurance

A. The contractor represents that he has personally investigated the proposed substitution and determined that it is equal or superior in all respects to that specified.

B. The contractor represents that he will provide the same warranty for the substitution that he would for that specified.

C. The contractor certifies that the cost data presented is complete and includes all related costs under this Contract but excludes costs under separate contracts, and any additional A/E redesign costs, as well as waives all claims for additional costs related to the substitution which subsequently become apparent.

D. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

E. Bidders/Contractor is advised that any acceptable substitution that requires a change or modifications to other parts of the project shall be his responsibility including any additional cost required thereof. Any cost associated for other parts of the projects due to a substitution shall be the responsibility of the Contractor.

1.6 Procedures: Coordination: Modify or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2: PRODUCTS

2.1 Substitutions – Pre-Bid

A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than seven (7) working days prior to date for receipt of bids.

1. Conditions: A/E will consider Supplier's / Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, A/E will return requests without action, except to record noncompliance with these requirements:

a. Through General Contractor: Request submitted through a general contractor that has picked up a complete set of bidding documents for the project. Substitutions by a sub-contractor, material supplier, manufacturer's representative, etc. not submitted through a general contractor will be returned without action.

b. Requested substitution is consistent with the Contract Documents and will produce indicated results.

c. Substitution request is fully documented as outlined under submittals and properly submitted on required form.

d. Requested substitution is compatible with other portions of the Work.

e. Requested substitution provides specified warranty.

B. Substitutions for Convenience: A/E will consider requests for substitution if received within seven (7) working days prior to date for receipt of bids. Requests received after that time will be rejected.

1. Conditions: A/E will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, A/E will return requests without action, except to record noncompliance with these requirements:

a. Through General Contractor: Request submitted through a general contractor that has picked up a complete set of bidding documents for the project. Substitutions by a sub-contractor, material supplier, manufacturer's representative, etc. not submitted through a general contractor will be returned without action.

b. Requested substitution does not require extensive revisions to the Contract Documents.

c. Requested substitution is consistent with the Contract Documents and will produce indicated results.

d. Substitution request is fully documented as outlined under submittals and properly submitted on required form.

e. Requested substitution is compatible with other portions of the Work.

f. Requested substitution provides specified warranty.

2.2 Substitutions – After Contract Execution

A. In the interest of keeping the project on schedule, the A/E will not continuously and exhaustively review proposed substitutes for each specification section. The A/E will review **only one (1)** proposed substitution per product per specification section. If that proposed substitution is rejected for any reason, the contractor shall use the product specified.

B. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than fifteen (15) days prior to time required for preparation and review of related submittals.

1. A/E will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, A/E will return requests without any action, except to record noncompliance with these requirements.

a. Requested substitution is consistent with the Contract Documents and will produce indicated results.

b. Substitution request is fully documented as outlined under submittals herein and properly submitted on required form.

c. Requested substitution will not adversely affect Contractor's construction schedule.

d. Requested substitution has received necessary approval of authorities having jurisdiction.

e. Requested substitution is compatible with other portions of the Work.

f. Requested substitution has been coordinated with other portions of the Work.
g. Requested substitution provides specified warranty.
h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

C. Substitutions for Convenience: A/E will consider requests for substitution.
1. Conditions: A/E will consider the Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, A/E will return requests without action, except to record noncompliance with these requirements.
a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to A/E for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
b. Requested substitution does not require extensive revisions to the Contract documents.
c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
d. Substitution request is fully documented as outlined under submittals and properly submitted on the required form.
e. Requested substitution will not adversely affect Contractor's construction schedule.
f. Requested substitution has received necessary approvals of authorities having jurisdiction.
g. Requested substitution is compatible with other portions of the Work.
h. Requested substitution has been coordinated with other portions of the Work.
i. Requested substitution provides specified warranty.
j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

* * *

CONTRACTOR / SUPPLIER SUBSTITUTION REQUEST FORM

(Section to be completed by Contractor / Supplier)

Project: _____ Substitution Request Number: _____

_____ From: _____

To: _____ Date: _____

_____ A/E Project Number: _____

Re: _____ Contract For: _____

Specification Title: _____ Description: _____

Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____

Manufacturer: _____ Address: _____ Phone: _____

Trade Name: _____ Model No.: _____

Installer: _____ Address: _____ Phone: _____

History: ☐ New product ☐ 2-5 years old ☐ 5-10 yrs old ☐ More than 10 years old

Differences between proposed substitution and specified product: _____

_____

_____

☐ Point-by-point comparative data attached - **REQUIRED BY A/E**

Reason for substitution request: _____

_____

Similar Installation:

Project: _____ Architect: _____

Address: _____ Owner: _____

_____ Date Installed: _____

Proposed substitution affects other parts of Work: ☐ No ☐ Yes; explain _____

_____

Supporting Data Attached: ☐ Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports ☐ _____

CONTRACTOR / SUPPLIER SUBSTITUTION REQUEST FORM
(Continued)

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Proposed substitution does not affect dimensions and functional clearances.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

_____

Telephone: _____

Fax: _____

Email: _____

Attachments: _____

_____

_____

_____

SECTION TO BE COMPLETED BY A/E:

A/E's REVIEW AND ACTION

☐ Substitution approved - Provided all Contract Documents requirements are met.
☐ Substitution approved as noted.
☐ Substitution rejected - Does not meet Contract Documents - Use specified materials.
☐ Substitution Request received too late – Not Approved. Received less than seven (7) working days prior to Bid Date. Insufficient time in accordance with R.S. 38:2295.
☐ Substitution rejected – Insufficient information submitted to make determination.
  ☐ Submit model or catalog numbers.
  ☐ Submit information following Specification format in enough detail to make comparison to product specified.

Signed by: Date:

Additional Comments: _____

_____

_____

_____

_____

_____

SECTION 01700: CONTRACT CLOSEOUT

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

1.2 General: Comply with requirements stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the Work.

1.3 Substantial Completion:

A. When Contractor considers the Work substantially complete, he shall submit to A/E written notice that the Work, or designated portion thereof, is substantially complete, and a list of items to be completed or corrected. This can be a joint list, but must have cost with mobilization, overhead and profit. This "Costed Punch List" is withheld from the Contractor's final check until the work is complete.

B. Within a reasonable time after receipt of such notice, A/E will determine the status of completion.

C. Should A/E determine that the Work is not substantially complete:

1. A/E will promptly notify the Contractor in writing, giving the reasons therefore.
2. Contractor shall remedy the deficiencies in the Work, and send a second written notice of substantial completion to the A/E.
3. A/E will reinspect the Work.

D. When A/E concurs that the Work is substantially complete, he will recommend acceptance of the work to the Owner and if required for acceptance he will:

1. Prepare a Certificate of Substantial Completion accompanied by Contractor's list of items to be completed or corrected, as verified and amended by the A/E.
2. Submit the Certificate to Owner and Contractor for their written acceptance of the responsibilities assigned to them in the Certificate.
3. Request the Contractor to make closeout submittals.

1.4 Final Inspection:

A. When Contractor considers the Work is complete, he shall submit written certification that:

1. Contract Documents have been reviewed.
2. Work has been inspected for compliance with Contract Documents.
3. Work has been completed in accordance with Contract Documents.
4. Equipment and systems have been tested in presence of the Owner's representative and are operational.
5. Work is completed and ready for final inspection.

6. As-Builts are completed and submitted to A/E for acceptance.

B. A/E will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

C. Should A/E consider that the Work is incomplete or defective:
   1. A/E will promptly notify the Contractor in writing, listing the incomplete or defective work.
   2. Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to A/E that the Work is complete.
   3. A/E will reinspect the Work.

D. When the A/E concurs that the Work is complete, he will request the Contractor to make closeout submittals.

1.5 Contractor's Closeout Submittals to A/E:

A. Evidence of compliance with requirements of governing authorities and all Certificates of Inspection.

B. Project Record Documents: To requirements of General Conditions.

C. Warranties and Bonds: To requirements of Specification Sections.

D. Maintenance Materials: To the requirements of Specifications Sections.

E. Evidence of Payment and Release of Liens: To requirements stated in the Conditions of the Contract.

1.6 Final Adjustment of Accounts:

A. Submit a final statement of accounting to the A/E.

B. The Statement shall reflect all adjustments to the Contract Sum:
   1. The Original Contract Sum.
   2. Additions and deductions resulting from:
      a. Previous Change Orders.
      b. Unit Prices.
      c. Deductions for uncorrected Work.
      d. Deductions for liquidated damages.
      e. Deductions for reinspection payments.
      f. Other adjustments.
   3. Total Contract Sum, as adjusted.
   4. Previous payments.
   5. Sum remaining due.

C. A/E will prepare a final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.7 Final Application for Payment: Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

1.8 Post-Construction Inspection:

A. Prior to expiration of one year from date of Acceptance, A/E will make visual inspection of Project in company with Owner and Contractor to determine whether correction of Work is required, in accordance with provisions of the Conditions of the Contract.

B. For guarantees and warranties beyond one year, A/E will make inspections at request of Owner, after notification to Contractor. A/E will promptly notify Contractor of any observed deficiencies.

* * *

SECTION 01710: CLEANING

PART 1: GENERAL

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

1.2 General: Execute cleaning, during progress of the Work, and at completion of the Work and as required by Conditions of the Contract. For cleaning for specific Products or work, see the Specification Section for that work.

1.3 Disposal Requirements: Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2: PRODUCTS

2.1 Materials:

A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
B. Use only cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.
C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3: EXECUTION

3.1 During Construction:

A. Execute periodic cleaning to keep the Work, the site, and adjacent properties free from accumulations of waste materials, rubbish, and windblown debris resulting from construction operations.
B. Provide on-site containers for the collection of waste materials, debris, and rubbish.
C. Remove waste materials, debris, and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

3.2 Dust Control: Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.

3.3 Final Cleaning:

A. Employ skilled workmen for final cleaning.
B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.

C. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.

D. Prior to final completion, or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces, and all work areas, to verify that the entire Work is clean.

* * *

SECTION 01720: PROJECT RECORD DOCUMENTS

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

1.2 General: Maintenance of Documents:

A. Maintain at job site one copy of: Contract Drawings; Specifications; Addenda; Reviewed Shop Drawings; Change Orders; Other Modifications to Contract; Field Test Records. Also keep Louisiana State Fire Marshall's approved contract documents in temporary field office; documents furnished to Contractor by A/E or Owner.

B. Store documents in temporary field office, apart from documents used for construction.

C. Provide files and racks for storage of documents.

D. Maintain documents in clean, dry, legible condition.

E. Do not use record documents for construction purposes.

F. Make documents available at all times for inspection by A/E and Owner.

1.3 Marking Devices: Provide felt waterproof marking pens for all markings.

1.4 Recording:

A. Label each document "PROJECT RECORD" in printed letters.

B. Keep record documents current.

C. Do not permanently conceal any work until required information has been recorded.

D. Project Record Drawings: Legibly mark Contract Drawings to record actual construction:

1. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements. Locate underground bends, cleanouts, connections, branches, valves, cut-offs or stops, end of sewers, etc. by offset distances from buildings only. Note all invert elevations of the storm and sanitary sewer systems.
2. Location of new and/or relocated internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
3. Field changes of dimension and detail.
4. Changes made by Change Order or Field Order.
5. Details not on original Contract Drawings.

E. Specifications and Addenda: Legibly mark each Section to record:

1. Manufacturer, trade name, catalog number, and Supplier of each Product and item of equipment actually installed.
2. Changes made by Change Order or Field Order.

F. Shop Drawings: Maintain as record documents; legibly annotate drawings to record any changes made after review.

1.5 Submittal:

A. Prior to each pay request, present project record documents for review by A/E. Documents shall be annotated as required herein to include those portions of work of which payment is requested. Failure to have properly maintained Project Documents will be considered as incomplete work.

B. At Contract close-out, deliver record documents to A/E. Provide 2 copies of the Project Record Drawings; 1 copy of other required record documents.

C. Accompany submittal with transmittal letter containing:

1. Date
2. Project title and number.
3. Contractor's name and address.
4. Title and number of each record document.
5. Signature of Contractor or his authorized representative.

* * *

SECTION 01730: OPERATING AND MAINTENANCE DATA

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

1.2 General:

A. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under the Contract. Prepare operating and maintenance data as specified in this Section and as referenced in other pertinent sections of Specifications.

B. Instruct Owner's personnel in the maintenance of products and in the operation of equipment and systems.

1.3 Quality Assurance: Preparation of data shall be done by personnel trained and experienced in maintenance of products and in the operation of equipment and systems.

1.4 Form of Submittals:

A. Prepare data in the form of an instructional manual for use by Owner's personnel.

B. Format:

1. Size: 8 1/2 inches x 11 inches.
2. Paper: White, for typed pages.
3. Text: Manufacturer's printed data, or neatly typewritten.
4. Drawings: Provide reinforced punched binder tab, bind in with text. Fold larger drawings to the size of the text pages.
5. Provide fly-leaf for each separate product, or each piece of operating equipment. Provide typed description of product; and major component parts of equipment. Provide indexed tabs.
6. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS". List title of Project, identity of separate structure as applicable, identity of general subject matter covered in the manual.

C. Binders: Commercial quality three-ring binders with durable and cleanable plastic covers. When multiple binders are used, correlate the data into related consistent groupings.

1.5 Contents of Manual:

A. Neatly typewritten table of contents for each volume, arranged in a systematic order.

1. Contractor, name of responsible principal, address, and telephone number.
2. A list of each product required to be included, indexed to the content of the volume.

3. List, with each product, the name, address, and telephone number of subcontractor or installer, maintenance contractor, as appropriate. Identify the area of responsibility of each and identify the local source of supply for parts replacement.
4. Identify each product by product name and other identifying symbols as set forth in Contract Documents.

B. Product Data: Include only those sheets which are pertinent to the specific product. Annotate each sheet to clearly identify the specific product or part installed and the data applicable to the installation. Delete references to inapplicable information.

C. Drawings: Supplement product data with drawings as necessary to clearly illustrate relations of component parts of equipment and systems, control and flow diagrams. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation. Do not use Project Record Documents as maintenance drawings.

D. Written text, as required to supplement product data for particular installation. Organize in a consistent format under separate headings for different procedures. Provide a logical sequence of instructions for each procedure.

E. Provide a copy of each warranty, bond, and service contract issued. Provide information sheet for Owner's personnel, giving proper procedures in the event of failure and instances which might affect the validity of warranties or bonds.

1.6 Manual for Materials and Finishes:

A. Content, for Architectural Products, Applied Materials, and Finishes:
1. Manufacturer's data, giving full information on products. Catalog number, size, composition. Color and texture designations. Information required for re-ordering special manufactured products.
2. Instructions for Care and Maintenance: Manufacturer's recommendation for types of cleaning agents and methods. Cautions against cleaning agents and methods which are detrimental to the product. Recommended schedule for cleaning and maintenance.

B. Provide complete information for products specified in the respective sections of Specifications.

1.7 Manual for Equipment and Systems:

A. Content, for Each Unit of Equipment and Systems (as appropriate):
1. Description of Unit and Component Parts: Function, normal operating characteristics, and limiting conditions. Performance curves, engineering data, and tests. Complete nomenclature and commercial number of all replaceable parts.

2. Operating Procedures: Start-up, break-in, routine, and normal operating instructions. Regulation, control, stopping, shut-down, and emergency instructions. Summer and winter operating instructions. Special operating instructions.
3. Maintenance Procedures: Routine operations. Guide to "trouble-shooting". Disassembly, repair, and reassembly. Alignment, adjusting, and checking.
4. Servicing and lubrication schedule. List of lubricants required.
5. Manufacturer's printed operating and maintenance instructions. Original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
6. As-installed control diagrams and description of sequence of operation by controls manufacturer.
7. Each contractor's coordination drawings and as-installed color coded piping diagrams.
8. Charts of valve tag numbers, with the location and function of each valve.
9. Other data as required under pertinent sections of Specifications.

B. Content, for Each Electric and Electronic System (as appropriate):
1. Operating characteristics, and limiting conditions. Performance curves, engineering data, and tests. Complete nomenclature and commercial number of replaceable parts.
2. Circuit directories of panelboards. Electrical service. Controls. Communications.
3. As-installed color coded wiring diagrams.
4. Operating Procedures: Routine and normal operating instructions. Sequences required. Special operating instructions.
5. Maintenance Procedures: Routine operations. Guide to "trouble-shooting". Disassembly, repair, and reassembly. Adjustment and checking.
6. Manufacturer's printed operating maintenance instructions.
7. Other data as required under pertinent sections of Specifications.

C. Prepare and include additional data when the need for each data becomes apparent during instruction of Owner's personnel.

D. Provide complete information for products specified in the respective section of Specifications.

1.8 Submittal Schedule:

A. Submit one (1) copy of preliminary draft of proposed format and outline of contents prior to start of work. A/E will review draft and return copy with comments.

B. Submit one (1) copy of completed data in final form 15 days prior to anticipated date of Substantial Completion. Copy will be returned with comments.

C. Submit three (3) hard copies and one (1) electronic copy on CD of approved data in final form at Contract Closeout.

1.9 Instruction of Owner's Personnel:

A. Prior to final inspection or acceptance, fully instruct Owner's designated operating and maintenance personnel in the operation, adjustment, and maintenance of all products, equipment, and systems.

B. Operating and maintenance manual shall constitute the basis of instruction. Review contents of manual with personnel in full detail to explain all aspects of operations and maintenance.

* * *

SECTION 01740: WARRANTIES AND BONDS

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

1.2 General:

A. Compile specified warranties, bonds, and service and maintenance contracts. Co-execute submittals when so specified.

B. Review submittals to verify compliance with Contract Documents.

C. Submit to A/E for review and transmittal to Owner.

1.3 Submittal Requirements:

A. Assemble warranties, bonds, and maintenance manuals, executed by each of the respective manufacturers, suppliers, and subcontractors.

B. Number of original signed copies required: Two each.

C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.

1. Product or work item.
2. Firm, with name of principal, address, and telephone number.
3. Scope.
4. Date of beginning and duration of warranty, bond, or service and maintenance contract.
5. Provide information for Owner's personnel giving proper procedure in case of failure and instances which might affect the validity of warranty or bond.
6. Contractor, name of responsible principal, address, and telephone number.

1.4 Form of Submittals:

A. Prepare in duplicate packets.

B. Format:

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8 -1/2 inches x 11 inches paper. Fold larger sheets to fit into binders.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES", Project name, and name of Contractor.

4. Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide table of contents at beginning of document.

C. Provide additional copies of each warranty to include in operation and maintenance manuals.

1.5 Time of Submittals

A. Make submittals at Contract close-out, prior to final request for payment.

B. For items of Work where acceptance is delayed beyond the Date of Project Acceptance, provide updated submittal within ten days after acceptance of the delayed items of work, listing the date of acceptance of the delayed items of work as the start of the warranty period.

C. Submit written warranties on request of A/E for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

1. In accordance with Louisiana State Law (LSA-R.S. 9:2774) the commencement date for ALL warranties or guarantees of every nature or kind shall be the date of responsibility to ensure that all written warranties include this commencement time. Also, in accordance with LSA-R.S. 9:2774 the provision of this Section shall not be subject to waiver by contract.

1.6 Submittals Required: Submit warranties, bonds, service and maintenance contracts as specified in the respective sections of Specifications.

* * *

SECTION 02210: GRADING

PART 1: GENERAL

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

1.2 Scope of Work: Furnish all materials, labor and equipment for the installation of fill, grading, excavation, compacting, disposal of surplus materials and restoration of existing surfaces as indicated on the Drawings or specified elsewhere herein. Provide all necessary supplementary items for a complete installation intended by documents.

1.3 Protection:

A. Maintain carefully all benchmarks, monuments, and other reference points. If disturbed or destroyed, replace as directed. If found at variance with the Drawings, notify the A/E before proceeding to lie out Work.

B. Protect as may be necessary any existing vegetation, trees, or the like immediately adjacent to the limits of Work which are not stated or directed to be removed. Any such damaged plant shall be replaced at no cost to Owner with like species and size.

C. In the event any excavation must be made immediately adjacent to the existing portion of buildings, covered walks or other Work, which is to remain, thoroughly crib and shore. Any settling or damage to that portion of the existing Work which is to remain, as a direct result of excavation Work, will be the responsibility of Contractor who shall repair the damage at no cost to Owner.

D. Restore all existing curbs and paving damaged in performance of this Work without extra cost to Owner in the manner prescribed by authorities having jurisdiction.

E. Protect all existing fencing and other work to remain, from damage. If damaged, restore or replace at no additional cost to Owner.

F. Where trees are to be left in place in areas to be graded, adequately protect from damage. Natural surface of ground shall be left undisturbed to the drip line of the existing trees.

1.4 Existing Utilities:

A. Follow rules and regulations of the authority having jurisdiction in executing all Work under this article. Adequately protect active utilities shown on the Drawings from damage and remove or relocate only as indicated or specified. Where active utilities are encountered, but are not shown on the Drawings, advise the A/E.

B. Locate existing underground utilities in areas of work. If utilities are to remain in place, provide adequate means of support and protection during earthwork operations.

C. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility owner immediately for directions. Cooperate with Owner and utility companies in keeping respective services and facilities operation. Repair damaged utilities to satisfaction of utility owner.

D. Do not interrupt existing utilities serving facilities occupied and used by Owner or others, except when permitted in writing by A/E and then only after acceptable temporary utility services have been provided.

E. Provide minimum of 48-hour notice to A/E, and receive written notice to proceed before interrupting any utility. Contractor shall be responsible for notifying applicable agency.

F. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies for shut-off of services if lines are active.

G. Remove, plug or cap inactive and abandoned utilities encountered in excavating and grading operations as directed.

1.5 Compaction Standards:

A. Densities: Required densities of compaction are expressed hereinafter in terms of percentages. Such terms shall mean percentages of maximum density at optimum moisture content, as determined and controlled in accordance with the American Society of Testing and Materials, "Standard Test Methods for Moisture - Density Relationships of Soils and Soil - Aggregate Mixtures" using 5.5 lb. (2.49 kg) Rammer and 12 inch (305mm) Drop.

B. Field density determinations shall be made at locations as directed by the A/E.

C. If tests indicate insufficient density, compact as required and have additional testing performed until required densities are met. The Contractor shall pay for all such additional testing.

1.6 Quality Assurance:

A. Testing Agency: In-place soil compaction tests to be performed by the designated testing laboratory.

B. Reference Standards:

1. Granular Material Reference Standards:
   a. American Society for Testing and Materials (ASTM) D698-78, Moisture-Density Relations of "Soils Using 5.5-lb. (2.49-kg) Hammer and 12-in. (305-mm) Drop.
   b. ASTM D 2487, Classification of Soils for Engineering Purpose.
2. Bedding Material Reference Standards:
   a. American Society for Testing and Materials (ASTM) D4253 for Moisture-Density Relations.

b. ASTM D4254 for calculation of relative density.

C. Contractor is responsible for the payment of all retests.

1.7 Job Conditions: Existing conditions are generally shown on the Drawings. Contractor shall visit the site, familiarize himself with actual conditions and verify existing conditions in the field. The Contractor is required to accept actual conditions at the site and do the Work specified without additional compensation for possible variation from grades and conditions shown, whether surface or sub-surface.

PART 2: PRODUCTS

2.1 Granular Material: Fill shall be AASHTO A-2-4 or better or clean sand well graded from fine to coarse, free of debris, organic or other deleterious matter and approved by A/E. A/E shall approve all fill materials. Legally remove from site, stockpile on site, or waste over lawn areas as directed any material found unsuitable by A/E.

2.2 Topsoil: For final grading of areas adjacent to structure, use existing. Provide topsoil from off-site borrows when on-site topsoil:

A. Is not sufficient to complete the work.

B. Does not meet the requirements set forth below, or

C. Is deemed unsuitable by A/E.

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

PART 3: EXECUTION

3.1 Preparation:

A. Lay out and maintain grade stakes as required. Reference layout work to base lines, property lines, easements, and/or rights-of-way as indicated.

B. Where new grades tie into existing grades, verify existing grades. If existing conditions are at variance with the Drawings, notify A/E before proceeding with the Work and make adjustments only as directed by the A/E.

C. The Contractor shall verify that preceding work affecting work of this section has been satisfactorily completed.

D. Correct conditions adversely affecting work of this section.

3.2 Stripping and Stockpiling of Topsoil: Carry out this Work when dry weather exists and the topsoil is reasonably loose and dry. Remove topsoil a minimum of four (4") inches to remove all vegetation, roots, and foreign matter, from areas to receive fill. Pile topsoil in designated or approved locations where it will not interfere with construction operations. Stockpiles shall be of such size and shape as will keep loss of topsoil by erosion and wind to a minimum.

3.3 Disposal of Materials:

A. Excavated material shall be stacked without excessive surcharge on the excavation or obstructing free access to street, drives, walks, utility appurtenances, and private property. Excessive inconvenience to traffic and adjacent property owners shall not be allowed. Excavated material shall be segregated for use in topsoil as specified below.

B. All excavated material which is either unsuitable for topsoil or which will not be used for topsoil in the same location shall be legally removed from the site by the Contractor.

3.4 Excavation:

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

B. All material excavated shall be placed so as to minimize interference with public travel and to permit proper access for inspection of the work.

C. Stumps, roots, and logs, which are encountered within the excavated area, shall be cut to a depth of one (1') foot below the required excavation. The Contractor shall fill this excavated space with granular material.

D. The Contractor shall probe one (1') foot below the established bottom on the excavation. If this probing discovers any stump, roots, logs, etc., the Contractor shall cut them out just as if they had been visible in the trench.

E. Blasting will not be allowed for the removal of stumps.

3.5 Site Grading:

A. Execute all Work in an orderly and careful manner with due consideration for any and all surroundings areas and planting which are to remain. Periodically water as required to allay dust and dirt. Protect any adjacent property and improvements from damage and replace any portions damaged through this operation.

B. Finish grade all areas affected by Work of this project. Accomplish proper and positive surface drainage with no areas that pond water. Provide a sloping earth berm around all construction of this project and swales as required for positive drainage.

C. Do all cutting, filling, compaction of fills, and rough grading to bring the entire project area outside of construction to grades indicated on the Drawings and as required to provide proper and positive drainage away from construction.

D. Where fill is required to rise the existing grades outside of construction to the new elevation required or indicated, place and compact such fill as specified.

E. Remove all debris subject to termite attack, rot, or corrosion, and all other deleterious materials from areas to be filled. The moisture content of the loosened material shall be such that it will readily bond with the first layer of fill material.

F. Place the material in successive horizontal layers in loose depth for the full width of the cross section. Deposit fill in layers not more than nine (9") inches thick under lawn and planted areas. If necessary, moisten soil, or allow to dry to the correct moisture content, before compaction. Do not deposit any fill on a subgrade that is muddy, frozen, or that contains frost.

G. Compact fills under lawns and planting areas to 95% density unless otherwise specified.

3.6 Distribution of Topsoil: Spread stockpiled topsoil that is acceptable to A/E to a depth of four (4") inches over open graded areas to be planted with grass, seeded, or where required elsewhere. After topsoil is spread, remove all hard lumps of clay, stones over one (1") inch in diameter, roots, limbs, and other deleterious matter, which would be harmful, or prevent proper establishment or maintenance of lawn and planting areas.

3.7 Field Quality Control:

A. Rough grading of all areas within the project, including excavated and filled sections and adjacent transition areas, shall be reasonably smooth, compacted, and free from irregular surface changes.

B. Finish all swales and gutters to drain readily, unless otherwise indicated; evenly slope the grade to provide drainage toward public drainage system or as indicated elsewhere at a grade not less than 1/2" to 3/4" per foot or more than two (2") inches per foot.

C. Tolerances of topsoil shall be within 1/2" of grades required.

3.8 Repair: Where any existing lawn areas are damaged, rutted, or otherwise disturbed, repair to original condition.

3.9 Disposal: Burning of materials on the site will not be permitted. Legally remove rubbish and debris from the site as it accumulates.

* * *

SECTION 02220: EXCAVATING, BACKFILLING, AND COMPACTING FOR STRUCTURES AND MINOR UTILITIES AND PAVING

PART 1: GENERAL

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

1.2 Scope of Work: Furnish all necessary materials, labor and equipment for the complete earthwork for construction of foundations for structures, paving, utilities and appurtenances, including excavation, backfilling, filling, compacting, disposal of surplus material and restoration of ground surfaces, as shown on the drawings and specified herein. Provide all necessary supplementary items for a complete installation intended by documents.

1.3 Provisions:

A. Existing conditions are generally shown on the Drawings. Contractor shall visit the site, familiarize himself with actual conditions and verify existing conditions in the field. The Contractor is required to accept actual conditions at the site and do the Work specified without additional compensation for possible variation from grades and conditions shown, whether surface or sub-surface.

B. Execute all Work in an orderly and careful manner with due consideration for any and all surroundings areas and planting which are to remain. Periodically water as required to allay dust and dirt. Protect any adjacent property and improvements from damage and replace any portions damaged through this operation.

C. Finish grade all areas affected by Work of this project. Accomplish proper and positive surface drainage with no areas that pond water. Provide a sloping earth berm around all construction of this project and swales as required for positive drainage.

1.4 Protection:

A. Maintain carefully all benchmarks, monuments, and other reference points. If disturbed or destroyed, replace as directed. If found at variance with the Drawings, notify the A/E before proceeding to lie out Work.

B. Protect as may be necessary any existing vegetation, trees, or the like immediately adjacent to the limits of Work which are not stated or directed to be removed. Any such damaged plant shall be replaced at no cost to Owner with like species and size.

C. In the event any excavation must be made immediately adjacent to the existing portion of buildings, covered walks or other Work, which is to remain, thoroughly crib and shore. Any settling or damage to that portion of the existing Work which is to remain, as a direct result of excavation Work, will be the responsibility of Contractor who shall repair the damage at no cost to Owner.

D. Restore all existing curbs and paving damaged in performance of this Work without extra cost to Owner in the manner prescribed by authorities having jurisdiction.

E. Protect all existing fencing and other work to remain, from damage. If damaged, restore or replace at no additional cost to Owner.

F. Where trees are to be left in place in areas to be graded, adequately protect from damage. Natural surface of ground shall be left undisturbed for a distance of eight feet from tree on all sides except as approved or directed by A/E.

1.5 Existing Utilities:

A. Follow rules and regulations of the authority having jurisdiction in executing all Work under this article. Adequately protect active utilities shown on the drawings from damage and remove or relocate only as indicated or specified. Where active utilities are encountered, but are not shown on the drawings, advise the A/E.

B. Locate existing underground utilities in areas of work. If utilities are to remain in place, provide adequate means of support and protection during earthwork operations.

C. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility owner immediately for directions. Cooperate with Owner and utility companies in keeping respective services and facilities operational. Repair damaged utilities to satisfaction of utility owner.

D. Do not interrupt existing utilities serving facilities occupied and used by Owner or others, except when permitted in writing by A/E and then only after acceptable temporary utility services have been provided.

E. Provide minimum of 48-hour notice to A/E, and receive written notice to proceed before interrupting any utility. Contractor shall be responsible for notifying applicable agency.

F. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies for shut-off of services if lines are active.

G. Remove, plug or cap inactive and abandoned utilities encountered in excavating and grading operations as directed.

1.6 Compaction Standards:

A. Densities for Materials:

1. Granular Material, Topsoil and Excavation Materials Densities: Required densities of compaction are expressed hereinafter in terms of percentages. Such terms shall mean percentages of

maximum density at optimum moisture content, as determined and controlled in accordance with the American Society For Testing and Materials, "Standard Test Methods for Moisture - Density Relationships of Soils and Soil - Aggregate Mixtures" using 5.5 lb. (2.49kg) Hammer and 12 inch (305mm) Drop. Use relative density test for the bedding material.

2. Bedding Material Densities: Standard Test Methods for Moisture Density Relationships of Soils and Soil-Aggregate Mixtures.
3. Base Course Densities: Standard Test Methods for Laboratory Compaction Characteristics of Soil using Standard Effort (12,400 ft-lb/ft^3)

B. Field density determinations shall be made at locations as directed by the A/E.

C. If tests indicate insufficient density, compact as required and have additional testing performed until required densities are met. The Contractor shall pay for all such additional testing.

1.7 Quality Assurance:

A. Testing Agency: In place soil compaction tests to be performed by the designated testing laboratory.

B. Reference Standards:
   1. American Society for Testing and Materials (ASTM):
      a. ASTM D698-07, Moisture-Density Relations of Soils Using 5.5-lb. (2.49-kg) Rammer and 12-in 305-mm) Drop.
      b. ASTM D 2487, Classification of Soils for Engineering Purpose.

C. Contractor is responsible for the payment of all retests.

1.8 Job Conditions:

A. Time of construction should be kept to a minimum.

B. Sheeting, shoring, and dewatering during construction should be properly designed to keep a stable excavation at all times and to prevent disturbance of the in place soils.

C. As specified in these Specifications, the Contractor shall provide, operate, and maintain all necessary pumps, discharge lines, well points, etc., in sufficient number and capacity to keep all excavation, bases, pits, etc. in conformance with the indicated foundation construction condition at each structure at all times throughout the period of construction.

D. As specified in these Specifications, the Contractor shall assume all responsibility for security of the excavation required, employing bracing, lining, or other accepted means necessary to accomplish same.

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

F. All excavated material unsuitable for use, or which will not be used, shall be disposed of as specified.

G. All excavations encountering stumps, roots, logs, etc. shall be removed of such items by the Contractor and refilled with proper material, as specified.

PART 2: PRODUCTS

2.1 Granular Material: Fill shall be AASHTO A-2-4 or better or clean sand well graded from fine to coarse, free of debris, organic or other deleterious matter and approved by A/E.

2.2 Topsoil: For final grading of areas adjacent to structure, use existing. Provide topsoil from off-site borrows when on-site topsoil:

A. Is not sufficient to complete the work.

B. Does not meet the requirements set forth below, or

C. Is deemed unsuitable by A/E.

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

2.3 Bedding Material: Material shall be limestone and from a source approved by the Owner. Graded aggregate for 16 inch or less pipes shall be No. 67. Graded aggregate for 18 inch or greater pipes shall be No. 57.

The limestone shall meet the following gradations when tested in accordance with DOTD TR 113:

U.S. Sieve	#57 Percent	#67 Percent
1 1/2"	100	---
1"	95 - 100	100
3/4"	---	90 - 100
1/2"	25 - 60	---
3/8"	C	20 - 55
#4	0 - 10	0 - 10
#8	0 – 5	0 - 5

The limestone shall have an absorption rate of not more than 1.5 percent and an abrasion loss of not more than 30 percent when tested in accordance with test method AASHTO T96.

2.4 Select Backfill Material (for Utility Trenching):

A. Composition: Only approved material shall be used for backfill, free from organic matter. Excavated earth free from debris or organic material may be used for backfilling, as specified.

B. Excavated clay soils free of debris, organic material, or large lumps of clay shall be used only when indicated by geotechnical recommendations, when available.

2.5 Base Course: Unless otherwise noted, material shall be crushed stone in accordance with LA DOTD Standard Specification, Section 1003-03(b), 2006 Edition.

PART 3: EXECUTION

3.1 Preparation:

A. Lay out and maintain grade stakes as required. Reference layout work to base lines, property lines, easements, and/or rights-of-way as indicated.

B. Where new grades tie into existing grades, verify existing grades. If existing conditions are at variance with the Drawings, notify A/E before proceeding with the Work and make adjustments only as directed by the A/E.

C. The Contractor shall verify that preceding work affecting work of this section has been satisfactorily completed.

D. Correct conditions adversely affecting work of this section.

3.2 Stripping and Stockpiling of Topsoil: Carry out this Work when dry weather exists and the topsoil is reasonably loose and dry. Remove topsoil a minimum of four (4) inches to remove all vegetation, roots, foreign matter, from areas to receive fill. Pile topsoil in designated or approved locations where it will not interfere with construction operations. Stockpiles shall be of such size and shape as will keep loss of topsoil by erosion and wind to a minimum.

3.3 Disposal of Materials:

A. Excavated material shall be stacked without excessive surcharge on the excavation or obstructing free access to street, drives, walks, utility appurtenances, and private property. Excessive inconvenience to traffic and adjacent property owners shall not be allowed. Excavated material shall be segregated for use in topsoil as specified below.

B. All excavated material which is either unsuitable for topsoil or which will not be used for topsoil in the same location shall be removed from the site by the Contractor.

C. Should conditions make it impractical or unsafe to stack material adjacent to the excavation, the material shall be hauled and stored at a location provided by the Contractor. When required, it shall be rehandled and used in backfilling the excavation.

3.4 Excavation:

A. Excavation shall extend to the width and depth shown on the drawings or as specified. Where not specified, Contractor shall confine his excavation to the least width practicable and shall provide suitable room for installing structures and appurtenances.

B. The Contractor shall furnish and place all sheeting, bracing, and supports and shall remove from the excavation all materials which are unsuitable for backfill or which the A/E may deem unsuitable for backfilling. The bottom of the excavation shall be firm, dry, and in all respects, acceptable. The Contractor shall deposit bedding, or refill for excavation below grade, directly on the bottom of the excavation, immediately after excavation has reached the proper depth, and before the bottom has become softened or disturbed by any cause whatever. It shall also include the wasting or disposal of surplus excavated material in a manner and in locations approved by the A/E. If the bottom of the excavation is carried below the level called for by the Drawings, or made mucky or unstable due to the Contractor's operations or carelessness, the excavation shall be deepened to undisturbed soil. Also, the thickness of bedding material or depth of fill material, as determined by the A/E, shall be increased accordingly, without additional compensation to the Contractor.

C. Shore, sheet-pile, and brace excavations as required to maintain them secure and to safeguard life. Remove shoring as the backfilling progresses, but only when banks are safe against caving or collapse and backfill meets required densities.

D. Control the grading so that ground is etched to prevent water from running into the excavated areas or damaging the structures. Maintain all pits and trenches free of water at all times.

E. Pumping: The Contractor shall keep all excavations free from water, at his own expense, while work is in progress. He shall provide for the disposal of the water removed from excavations in such a manner as not to cause injury to the public health, to public or private property, or to any portion of the work completed or in progress, or shall he cause any impediment to the use of the streets by the public.

F. All material excavated shall be placed so as to minimize interference with public travel and to permit proper access for inspection of the work.

G. All excavation shall be made within an area bounded by lines 5 feet outside of, and parallel to, exterior walls of the structure to allow for correct forming, shoring, and inspection of foundation work. Pouring of concrete against earth sidewalls will not be permitted.

H. Where soil conditions permit, footing trenches may be excavated to the exact dimensions of the concrete footing and side form omitted.

I. When bedding material is to rest on an excavated surface, care shall be taken not to disturb the bottom of the excavation. Final removal and replacement of the foundation material and sub base compaction to grade shall not be made until just before the structure is placed.

J. When any excavation is completed, the contractor shall notify the A/E who will make an inspection of the excavation. No concrete or masonry shall be placed until the excavation has been approved by the A/E.

K. The elevation of the bottoms of footings and base slabs, as shown on the drawings, shall be considered as approximate only and the A/E may order, in writing, such changes in dimensions or elevation of footings as may be necessary to secure a satisfactory foundation.

L. Stumps, roots, and logs, which are encountered within the trench area, shall be cut to a depth of one (1) foot below the bottom of the excavation. The Contractor shall fill this excavated space with bedding material.

M. When so required by the A/E, the contractor shall probe one (1) foot below the established bottom on the excavation. If this probing discovers any stump, roots, logs, etc., the Contractor shall cut them out just as if they had been visible in the excavation.

N. Blasting will not be allowed for the removal of stumps.

3.5 Fill Under Slabs and Paving:

A. Where fill is required to raise the subgrade for concrete placement to the elevations indicated, place and compact as specified.

B. Before depositing fill, remove all loam, vegetation and other unsuitable material from areas to receive fill. In no case shall fill be placed on a subgrade that is muddy, frozen, or that contains frost. Compact subgrade by rolling with spreading equipment uniformly over entire area.

C. Deposit fill material in horizontal layers not exceeding nine (9) inches in depth before compacting. Spread fill evenly and compact each layer by uniformly rolling, pneumatic tamping or other approved equipment over the entire area. If necessary, moisten fill or allow to dry to the correct moisture content before compaction.

D. Bring the finished compacted areas to a reasonably true and even plane at the required elevations.

E. Compact all fill to 95 percent density unless otherwise specified.

3.6 Utility Trench Backfilling:

A. As soon as practicable after the utilities have been laid, jointed, and tested (if required), backfilling shall begin and completed expeditiously. Bedding shall conform to the details on the Drawings. When laying pipe, the groove for the pipe and bell hole must be accurately shaped, and the backfill must be closely packed adjacent to the pipe.

B. Bedding material shall be placed and compacted as shown on the Drawings. All foundation lumber (i.e., planking, sills, and stringers in the trench bottom) shall be suitable for the purpose. Installation of foundation lumber and piling shall be in accordance with the Drawings.

C. Bedding compaction shall consist of the placement in lifts not exceeding 12 inches and compacted by a drum roller or plate vibrating compactor. This mechanical compactor must make a minimum of two passes over every area of the bedding. Compacted bedding shall be enclosed in a filter fabric in areas that require a granular material backfill.

D. Backfill around manholes, catch basins, area drains, and other structures shall be compacted by flooding. All backfill shall be compacted, especially under and over pipes connected to the manholes.

E. All paved surfaces adjacent to backfilling operations shall be broomed and hose-cleaned immediately after backfilling. Dust control measures shall be employed at all times.

F. Compact all bedding material to 75 percent relative density and granular material backfill to 95 percent density. Compact all select backfill material to 90 percent of maximum density.

3.7 Restoring Trench Surface:

A. Where the trench occurs adjacent to paved streets, in shoulders or sidewalks, the Contractor shall thoroughly consolidate the backfill and shall maintain the surface as the work progresses. If settlement takes place, he shall immediately deposit additional fill to restore the level of the ground.

B. The surface of any driveway, paving or other area which is disturbed by the trench excavation shall be restored by the Contractor to a condition at least equal to that existing before work began

C. In sections where the pipeline passes through grassed areas, the Contractor shall regrade and reseed all disturbed areas to a condition at least equal to that existing before work began.

3.8 Site Grading:

A. Do all cutting, filling, compaction of fills, and rough grading to bring the entire project area outside of construction to grades indicated on Drawings and as required to provide proper and positive drainage away from construction.

B. Where fill is required to rise the existing grades outside of construction to the new elevation required or indicated, place and compact such fill as specified.

C. Remove all debris subject to termite attack, rot, or corrosion, and all other deleterious materials from areas to be filled. The moisture content of the loosened material shall be such that it will readily bond with the first layer of fill material.

D. Place the material in successive horizontal layers in loose depth for the full width of the cross section. Deposit fill in layers not more than nine (9) inches thick under lawn and planted areas. If necessary, moisten soil, or allow to dry to the correct moisture content, before compaction. Do not deposit any fill on a subgrade that is muddy, frozen, or that contains frost.

E. Compact fills under lawns and planting areas to 95 percent density unless otherwise specified.

3.9 Distribution of Topsoil: Spread stockpiled topsoil that is acceptable to A/E to a depth of four (4) inches over open graded areas to be planted with grass. After topsoil is spread, remove all hard lumps of clay, stones over one (1) inch in diameter, roots, limbs, and other deleterious matter which would be harmful, or prevent proper establishment or maintenance of lawn and planting areas.

3.10 Field Quality Control:

A. Rough grading of all areas within the project, including excavated and filled sections and adjacent transition areas, shall be reasonably smooth, compacted, and free from irregular surface changes.

B. Finish all swales and gutters to drain readily.

3.11 Repair: Where any existing lawn areas are damaged, rutted, or otherwise disturbed, repair to original condition.

3.12 Disposal: Burning of materials on the site will not be permitted. Remove rubbish and debris from the site as it accumulates.

3.13 Barricades and Flares: The Contractor shall provide temporary fencing, barricades, flares, signs, etc., as necessary, to protect vehicles and pedestrians at locations where there exists an open excavation, trench, or any other obstacle. Barricades shall bear the Contractor's name and any other information required by the A/E or public authorities. Where on public roadways all barricade signs and flares shall be of a type and located in a manner that conforms to recommendations of the Louisiana Manual on Uniform Traffic Control Devices, latest edition as revised, or as specified herein, subject to the approval of the A/E.

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SECTION 02270: SLOPE PROTECTION

PART 1: GENERAL

1.1 Summary: Provide stone riprap 18" thick for slope protection over prepared subgrade.

1.2 Submittals: Submit for approval name of type of stone and sizes, filter fabric.

1.3 Quality Assurance: Comply with governing codes and regulations. Provide products of acceptable manufacturers, which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

PART 2: PRODUCTS

2.1 Stone used for riprap shall be hard; durable; angular in shape; resistant to weathering and to water action; and free from overburden, spoil, shale, and organic material. Neither breadth nor thickness of the stones should be less than one-third (1/3) its length. The minimum weight of stone shall be 155 pounds per cubic foot. The stones shall meet the following requirements:

Size of Stone	Percent of Total Weight Smaller than Given Size
200 pounds	100%
40 pounds	20%
10 pounds	10%

Geotextile fabric used under riprap shall meet the requirements in Table I of Section 1019, DOTD Specifications.

PART 3: EXECUTION

3.1 GENERAL. Slopes to be protected by riprap shall be free of brush, trees, stumps, and other objectionable material and shall be dressed to a smooth surface. All soft or spongy material shall be removed to the depth directed by ENGINEER's representative, replaced with select excavated material, and thoroughly compacted.

3.2 INSTALLATION OF GEOTEXTILE FABRIC. The fabric shall be placed loosely without wrinkles or creases with long dimension perpendicular to channel. The strips shall be placed to provide a minimum overlap of eighteen (18) inches. Securing pins with washers shall be inserted through both strips of overlapped fabric at two (2)-foot intervals. The fabric shall be

placed so that the upstream strip overlaps the downstream strip and the higher slope strip overlaps the lower slope strip.

3.3 RIPRAP

1. Placement of riprap shall be from the bottom of the slope upward in a manner that will ensure that the larger rock fragments are uniformly distributed and the smaller rock fragments serve to fill the spaces between the larger rock fragments, resulting in a well-keyed, densely placed, uniform layer of riprap one and one-half (1½) feet thick. Hand placing shall be required only to the extent necessary to secure the results specified above. The outer edges and the top of the riprap where the construction terminates shall be formed so that the surface of the riprap will be embedded and even with the surface of the adjacent ground.

2. Gradation of riprap will be controlled by visual inspection. Any difference of opinion between the ENGINEER and the CONTRACTOR shall be resolved by removing a five foot by five foot (5' x 5') area of a previously placed riprap course and checking the gradation by sorting and weighing. The equipment and labor needed for checking gradation shall be provided by the CONTRACTOR at no additional cost to the Owner. Any installed riprap found not to meet the specified gradation requirements shall be removed and replaced with stone that does meet the specified gradation at no additional cost to the Owner.

3.4 MEASUREMENT. Riprap shall be measured by the cubic yard completed in place. Pay volume will be determined by outside dimensions of the approved area covered multiplied by a depth of one and one-half (1½) feet. Geotextile fabric shall not be measured for separate payment.

* * *

SECTION 02272: GEOTEXTILE FABRIC (FILTER CLOTH)

PART 1: GENERAL

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

1.2 Scope of Work: Furnish all necessary materials, labor and equipment for the complete installation of geotextile fabric. Provide all necessary supplementary items for a complete installation intended by documents.

1.3 Submittals: The characteristics and properties of the geotextile fabric to be installed shall be submitted to the A/E prior to the installation of the fabric in accordance with Division 1.

PART 2: PRODUCTS

2.1 Materials: Geotextile fabric shall be manufactured and fabricated in strict conformance to ASTM and other industry standards.

A. Underdrains, Bedding, and around Pipe Joints:

Fabric Property	Minimum Specifications
1. Weight, ASTM D-3776-79	3.0 oz./sq. yd.
2. Equivalent Opening Size ASTM D-4751-87	50+
3. Average Grab Tensile, ASTM D-4632-86	90 lb./in.
4. Grab Elongation (any direction), ASTM D-4632-86	70%
5. Permittivity Factor, ASTM D-4491-85	0.8 sec^{-1}

B. Under Base: The fabric shall be installed between the base and subbase layers.

Fabric Property	Minimum Specifications
1. Equivalent Opening Size	40+
2. Permittivity Factor, ASTM D-4491-85	0.2 sec^{-1}
3. UV Radiation Stability, ASTM D-4355	70%
4. Grab Tensile Strength, ASTM D-4632-86	200 lb/in.
5. Grab Elongation, ASTM D-4632-86	30%
6. Puncture Resistance ASTM D-4833-88	85 lbs

7. Mullen Burst Strength
ASTM D-3786-87 400 psi

2.2 Approved Products:

A. Underdrains, Bedding, and around Pipe Joints: Mirafi 140 NL, Mirafi 140 NS, Trevira 1112, or approved equal.

B. Under Base: Mirafi 500X, Mirafi 600X, Trevira 1135, or approved equal.

2.3 Manufacturer: The manufacturer of the geotextile fabric shall have been normally engaged in the manufacture or fabrication of this geotextile fabric for at least five (5) continuous years.

2.4 Fabrication: The geotextile fabric shall be furnished to the Contractor by the manufacturer as a continuous sheet in the widths required for installation in the trench. The length of each sheet shall be such that the total number of sheets to be joined in the field is minimized.

PART 3: EXECUTION

3.1 Handling:

A. The Contractor shall handle and store the sheets in accordance with manufacturer's recommendations to avoid any damage to the sheets. Geotextile fabric shall be stored such that it is not exposed to sunlight.

B. Damaged geotextile fabric will not be acceptable for installation until and unless it has been replaced to the satisfaction of the A/E.

3.2 Installation:

A. The geotextile fabric shall be installed in a prepared area as specified in the Specifications or as indicated on the Plans.

B. Manufacturer's recommendations shall be followed during the installation of the fabric. Care shall be taken during pipe laying, embedment and backfilling operations to avoid damage to the geotextile fabric. Any portion of the fabric damaged during installation shall be removed and replaced or repaired to the satisfaction of the A/E prior to continuing the installation of the geotextile fabric or pipe laying.

1. Field Joints: The number of field joints shall be minimized. Lap joints shall be used to join sections in the field.
2. Lap joints shall be formed by lapping the edges of the fabric sections a minimum of 18 inches.

C. Pipe joints shall be wrapped with geotextile filter cloth for a minimum of 12 inches on each side of the joint. Ends of the cloth shall be lapped at least 10 inches and edges and ends of the cloth shall be suitably secured.

D. Underdrains: Completed trenches for perforated pipe shall be lined with filter cloth. Adjoining sheets of cloth shall be spliced by lapping at least 18 inches and satisfactorily securing, or by use of sewn or heat-bonded splices. A sufficient width of cloth shall be placed in the trench to permit the cloth to lap over the top of the trench for the full width of the trench.

E. Bedding: Completed trenches for bedding material shall be lined with filter cloth, encapsulating the bedding material. Adjoining sheets of cloth shall be spliced by lapping at least 18 inches and satisfactorily securing, or by use of sewn or heat-bonded splices. A sufficient width of cloth shall be placed in the trench to permit the cloth to lap over the bedding material for the full width of the trench.

F. Care shall be taken during placement of the cloth, pipe, bedding material, backfill, and other material to avoid damaging the filter cloth.

G. The Contractor shall satisfactorily repair or replace any damaged filter cloth.

3.3 Field Quality Control: The Contractor is fully responsible for the installation of the geotextile fabric.

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SECTION 02513E: ASPHALTIC CONCRETE

PART 1: SCOPE OF WORK

This section of the specifications includes the furnishing of all labor, materials, and equipment and the performance of all work required for the construction of the roadway.

PART 2: GENERAL

All materials and construction under this section shall conform to the requirements of Section 502 of the Louisiana Standard Specifications for Roads and Bridges, Latest Edition. There will be no direct payment for prime or tack coats.

PART 3: MATERIALS

As per Section 502 of the Louisiana Standard Specifications for Roads and Bridges, Latest Edition.

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SECTION 02514: PORTLAND CEMENT CONCRETE PAVING

PART 1: GENERAL

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

1.2 Scope of Work: Work Included: Furnish all necessary materials, labor and equipment for the complete installation of portland cement concrete paving, as shown on the drawings and specified herein. Provide all necessary supplementary items for a complete installation intended by documents. Prepared sub-base as specified elsewhere herein.

1.3 Quality Assurance:

A. Codes and Standards: Comply with local governing regulations if more stringent than herein specified.

B. Concrete formwork, reinforcing steel, and related items shall be in accordance with the following:

1. ACI 304 "Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete"
2. ACI 305 "Recommended Practice for Hot Weather Concreting"
3. ACI 306R "Recommended Practice for Cold Weather Concreting"
4. ACI 315 "Manual of Standard Practice for Concrete Formwork"
5. ACI 318 "Building Code Requirements for Reinforced Concrete".
6. Concrete Reinforcing Steel Institute, "Manual of Standard Practice".
7. ASTM C33 "Concrete Aggregates"
8. ASTM C150 "Portland Cement"
9. ASTM C260 "Air Entraining Admixtures for Concrete"
10. ASTM C94 "Ready-Mixed Concrete"

C. Mixing and Transporting Concrete: In accordance with "Specifications for Ready Mixed Concrete" (ASTM C 94) except complete discharge from the hauling containers within 60 minutes after the cement has been added to the aggregate and water in the mixer.

D. Allowable Tolerances: Flatwork true to plane 1/8 inch in 10 feet. No open paving shall pond water.

E. Testing:

I. Laboratory shall prepare and furnish to the A/E, in triplicate, reports of concrete mix and all inspection and testing complete with summary of results. Laboratory also furnishes copy of all reports to the concrete supplier.

2. Contractor shall furnish samples of the various materials and the concrete mix for laboratory test.

3. The required laboratory testing and control shall be as follows:
   a. Prepare and furnish the concrete mixes to be used for all concrete on this job.
   b. Test gradation of aggregate used in the concrete mix for compliance with the specifications.
   c. Make concrete cylinders to perform compressions tests of cylinders taken from concrete used on the job. Make a minimum of 2 sets of cylinders per day or one set of cylinders per 50 yards, whichever is greater. Each set shall consist of 2 cylinders. Make compression tests at 7 days with both cylinders of each set.
   d. Make a minimum of 4 slump tests per day or one per 25 yards, whichever is greater.
4. If tests indicate insufficient concrete strength and if additional tests are ordered (cores, etc.), Contractor shall pay for such additional tests.

1.4 Submittals: Detailed shop drawings, showing layout, sizes, arrangements, bar supports, etc. for all reinforcing steel, joints, curbs, etc. Furnish samples, manufacturer's product data, test reports, and materials certifications for joint fillers and sealers. Submit in accordance with requirements of General Conditions for all paving accessories incorporated into the work.

1.5 Storage of Materials: Store all paving related materials above ground on suitable supports and keep free of foreign materials, corrosion, damage, etc.

PART 2: PRODUCTS

2.1 Materials:

A. Forms: Steel, wood, or other suitable material of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal. Use straight forms, free of distortion and defects.
   1. Use flexible spring steel forms or laminated boards to form radius bends as required.
   2. Coat forms with a non-staining form release agent that will not discolor or deface surface of concrete.

B. Welded Wire Mesh: Welded plain cold-drawn steel wire fabric, ASTM A185, (70,000 psi yield point).
   1. Furnish in flat sheets, not rolls, unless otherwise acceptable to A/E.

C. Reinforcing Bars: Deformed steel bars, ASTM A 615, Grade 60, (60,000 psi yield point).

D. Joint Dowel Bars: Plain steel bars, ASTM A 615, Grade 40. Cut bars true to length with ends square and free of burrs.

E. Tie Wire: Annealed steel, black, 16 gauge minimum.

2.2 Concrete Materials:

A. Expansion Joint Filler: Non-extruding, resilient bituminous joint filler conforming to AASHTO M 213, ASTM D1751 or FS-HH-E-341 Type I. Preformed strips from cane or other cellular fiber uniformly saturated with bituminous binder.

B. Joint Sealer: Hot poured asphaltic mineral filler to conform to La. DOTD.

C. Epoxy Resin Grout: FS MMM-G-650.

D. Metal Keys: Heckman No. 95, 16 gage tongue and groove joint, or approved equal, with both stake pin and dowel holes. Provide No. 88, 18 gage tapered channel type stake pins, 15 inches long. Provide approved type metal bar supports as indicated on Drawings.

2.3 Precast Concrete Items (Curbs, Wheel Stops): May be standard manufactured precast concrete of similar sizes; verify with A/E, or concrete (cast-in-place) as dimensioned on Drawings.

2.4 Concrete: ASTM C 94. HIGH EARLY STRENGTH.

A. Cement: Type I, ASTM C I50.

B. Admixture:

1. Water reducing Admixture: ASTM C 494, Type A: Eucon WR-75 by Euclid Chemical Co., Pozzolith 300 N by Master Builders, Plastocrete 160 by Silea Chemical Corporation.
2. Water Reducing, Retarding Admixture: ASTM C 494 Type D: Eucon Retarder 75 by Euclid Chemical Co., Pozzolith 300-R by Master Builders, Plastiment by Silea Chemical Co.
3. Air Entraining: ASTM C 260, Master Builders MB-VR, Chem-Masters Adz-air, Glifford-Hill Air-Tite, or approved equal, at exterior paving only.

C. Fine Aggregate: Sand, ASTM C 33.

D. Coarse Aggregate: Gravel, ASTM C 33, size number 47 (1 inch to No.4).

E. Water: Clean and free from oil, alkali, sugar or other deleterious substances.

F. Slump: Maximum 4 inches.

G. Air Content: 6% +/- I% in exterior exposed concrete only.

H. Mix Proportioning:

1. 7 day compressive strength of moist cured laboratory samples, 3000 psi minimum.
2. Minimum Cement Content: 540 pounds per cubic yard.
3. Admixture: Use in accordance with manufacturer's recommendations.

2.5 Curing Material: Concrete shall be cured using one of the following methods:

A. ASTM C 171, waterproof paper or polyethylene film.

B. Ponding, continuous sprinkling, application of sand kept continuously

wet, or application of other moisture-retaining covering.

C. ASTM C 309, clear liquid membrane curing material may be utilized provided it is compatible with all concrete finishes. Verify with all manufacturers concerned. Master seal by Master Builders, Ecocure by Euclid Chemical Co., Clear Seal by W.R. Grace.

2.6 Mixes: ASTM C 94. Mix concrete only in quantities for immediate use. Do not retemper or use set concrete.

PART 3: EXECUTION

3.1 Surface Preparation:

A. Remove loose material from compacted sub-base surface immediately before placing concrete.

B. Proof-roll prepared sub-base surface to check for unstable areas and need for additional compaction. Do not begin paving work until such conditions have been corrected and are ready to receive paving.

3.2 Form Construction:

A. Set forms to required grades and lines, rigidly braced and secured. Install sufficient quantity of forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.

B. Check completed formwork for grade and alignment to following tolerances:

1. Top of forms not more than 1/8" in 10'.
2. Vertical face on longitudinal axis, not more than 1/4" in 10'.

C. Clean forms after each use, and coat with form release agent as often as required to ensure separation from concrete without damage.

3.3 Placing Reinforcement:

A. Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars", for details and methods of reinforcement placement and supports, and as herein specified.

B. Clean Reinforcement of loose rust and mill scale, earth, ice, and other materials, which reduce or destroy bond with concrete.

C. Accurately position, support and secure reinforcement against displacement by formwork, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as required.

D. Place Reinforcement as shown on plans or to obtain at least minimum coverage for concrete protection. Arrange, space and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are

directed into concrete, not toward exposed concrete surfaces.

E. Install welded wire fabric in as long lengths as practicable. Lap adjoining pieces at least on full mesh and lace splices with wire. Offset end laps in adjacent widths to prevent continuous laps in either direction.

3.4 Concrete Placement:

A. General: Comply with specifications herein for mixing and placing concrete.

B. Do not place concrete until sub-base and forms have been checked for line and grade. Moisten sub-base if required to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.

C. Place concrete using methods, which prevent segregation of mix. Consolidate concrete along face of forms and adjacent to transverse joints with internal vibrator. Use only square-faced shovels for hand-spreading and consolidation. Consolidate with care to prevent dislocation of reinforcing, dowels, and joint devices.

D. Deposit and consolidate concrete in a continuous operation between transverse joints, until complete section has been placed. Where complete section cannot be placed or if interrupted for more than 1/2-hour, place a construction joint.

E. Curbs and Gutters: Automatic machine may be used for curb placement at Contractor's option. If machine placement is to be used, submit revised mix design and laboratory test results, which meet or exceed minimums specified. Machine placement must produce curbs and gutters to required cross-section, lines, grades, finish, and jointing as specified for formed concrete. If results are not acceptable, remove and replace with formed concrete as specified.

3.5 Joints:

A. General: Construct expansion, weakened-plane (contraction), and construction joints true-to-line with face perpendicular to surface of concrete. Construct transverse joints at right angles to the centerline, unless otherwise indicated. When joining existing structures, place transverse joints to align with previously placed joints, unless otherwise indicated.

B. Weakened-Plane (Contraction) Joints: Provide weakened-plane (contraction) joints, sectioning concrete into areas as shown on drawings. Construct weakened-plane joints for a depth equal to at least 1/4 concrete thickness, as follows:

1. Tooled Joints: Form weakened-plane joints in fresh concrete by grooving top portion with a recommended cutting tool and finishing edges with a jointer.

2. Sawed Joints: Form weakened plane joints using powered saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut joints into hardened concrete as soon as surface will not be torn, abraded, or otherwise damaged by cutting action.
3. Inserts: Use embedded strips of metal or sealed wood to form weakened-plane joints. Set strips into plastic concrete and carefully remove strips after concrete has hardened.

C. Construction Joints: Place construction joints at end of placements and at locations where placement operations are stopped for a period of more than 1/2-hour, except where such placements terminate at expansion joints.
1. Construct joints as shown or, if not shown, use standard metal keyway-section forms.
2. Where load transfer-slip dowel devices are used install so that one end of each dowel bar is free to move.

D. Expansion Joints: Provide premolded joint filler for expansion joints abutting concrete curbs, catch basins, manholes, inlets, structures, walks and other fixed objects, unless otherwise indicated.
1. Locate expansion joints as indicated on Drawings.
2. Extend joint fillers full-width and depth of joint, and not less than 1/2" or more than 1" below finished surface where joint sealer is indicated.
3. Furnish joint fillers in one-piece lengths for full width being placed, wherever possible. Where more than one length is required, lace or clip joint filler sections together.
4. Protect top edge of joint filler during concrete placement with a metal cap or other temporary material. Remove protection after concrete has been placed on both sides of joint.

E. Joint Fillers and Sealers (Installation):
1. Clean joint surfaces immediately before installation of joint fillers and sealant. Remove dirt, insecure coatings, moisture and other substrates, which could interfere with bond of sealant.
2. Prime or seal joint surfaces where indicated, and where recommended by sealant manufacturer. Confine primer/sealer to areas of sealant bond; do not allow spillage or migration onto adjoining sources.

F. Keyways: Provide keyways minimum 1 1/2 inches deep where indicated on paving plan.

3.6 Concrete Finishing:

A. After striking-off and consolidating concrete, smooth surface by screening and floating. Use hand methods only where mechanical floating is not possible. Adjust floating to compact surface and produce uniform texture.

B. After floating, test surface for trueness with a 10' straight edge. Distribute concrete as required to remove surface irregularities, and refloat repaired areas to provide a continuous smooth finish.

C. Work edges of slabs, gutters, back top edge of curb, and formed joints with an edging tool, and round to 1/2" radius, unless otherwise indicated. Eliminate tool marks on concrete surface.

D. After completion of floating and troweling when excess moisture or surface sheen has disappeared, complete surface finishing, as follows:

1. Broom finish, by drawing a fine-hair broom across concrete surface, perpendicular to line of traffic. Repeat operation if required to provide a fine line texture acceptable to A/E.
2. On inclined slab surfaces, provide a coarse, non-slip finish by scoring surface with a stiff-bristled broom, perpendicular to line of traffic.
3. Burlap finish, by dragging a seamless strip of damp burlap across concrete, perpendicular to line of traffic. Repeat operation to provide a gritty texture acceptable to A/E.

E. Do not remove forms for 24 hours after concrete has been placed. After form removal, clean ends of joints and point-up any minor honeycombed areas. Remove and replace areas or sections with major defects, as directed by A/E.

3.7 Curing Concrete - General:

A. Protect freshly placed concrete from premature drying and excessive cold or hot temperature, and maintain without drying at relatively constant temperature for period of time necessary for hydration of the cement and proper hardening of concrete.

B. Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing. Weather permitting; keep continuously moist for not less than 72 hours.

C. Begin final curing procedures immediately following initial curing and before concrete has dried. Final curing shall continue for at least seven (7) consecutive days maintaining concrete exposure air temperature above 50 degrees F. Avoid rapid drying at the end of final curing period.

3.8 Curing Methods:

A. Perform curing of concrete by one or combinations of the following methods. Use only water free of impurities, which could etch or discolor exposed, natural concrete surface. Do not use curing method or compounds, which would prevent or interfere with proper installation of finish materials by causing loss of bond or bleeding through of chemicals. Refer to Finish Schedule and Detail Drawings and coordinate as required.

1. Moisture Curing - any one of the following:
   a. Keeping surfaces of concrete continuously wet by

covering with water.

b. Continuous water-fog spray.

c. Covering concrete surface with specified absorptive cover, thoroughly saturating cover with water, and keeping continuously wet. Place absorptive cover so as to provide coverage of concrete surfaces and edges with a 4" lap over adjacent absorptive covers.

2. Moisture Cover Curing - Cover concrete surfaces with specified moisture-retaining cover for curing concrete, placing in widest practicable width with sides and ends lapped at least 3" and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during the curing period using cover material and waterproof tape.

3. Liquid Membrane Curing:

a. Apply approved membrane-forming curing compound to damp concrete surfaces as soon as water film has disappeared. Apply uniformly in two-coat continuous operation by power spray equipment in accordance with manufacturer's directions. Recoat areas, which are subjected to heavy rainfall, within three (3) hours after initial application. Maintain continuity of coating and repair damage during entire curing period.

b. Do not use membrane curing compounds on surfaces which are to be covered with coating material applied directly to concrete or with covering material bonded to concrete.

B. Temperature of Concrete During Curing

1. Maintain concrete temperature as uniformly as possible, and protect from rapid atmospheric temperature changes. Avoid temperature changes in concrete, which exceed 5 degrees F. in any one hour and 50 degrees F. in any 24-hour period.

2. Comply with requirements of ACI 305 and 306.

C. Protection from Injury: During curing period, protect from damaging mechanical disturbances including load stresses, heavy shock, excessive vibration, and from damage.

3.9 Repairs and Protection:

A. Contractor shall provide the necessary protection to prevent vandalism or damage to concrete finish. Damage and/or vandalism of concrete finish will be cause for rejection of affected paving. Patching or topping is unacceptable. Removal and replacement of any such rejected paving will be at Contractor's expense, including any charges for retesting.

B. Repair or replace broken or defective concrete, as directed by A/E.

C. Protect concrete from damage until acceptance of work. Exclude traffic from pavement for at least 7 days after placement. When construction

traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.

D. Sweep concrete pavement and wash free of stains, discolorations, dirt and other foreign material just prior to final inspection.

* * *

SECTION 02515E: CONCRETE WALKS, DRIVES, AND INCIDENTAL PAVING

PART 1: GENERAL

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

1.2 Scope of Work: Furnish all necessary materials, labor and equipment for the complete installation of all portland cement concrete walks, drives and incidental paving work, as shown on the Drawings and specified herein. Provide all necessary supplementary items for a complete installation intended by documents.

1.3 Provisions:

A. All work shall comply with applicable provisions of the State of Louisiana Department of Transportation and Development latest edition "Louisiana Standard Specifications for Roads and Bridges" (DOTD), except as modified herein.

B. Where DOTD is modified herein, unaltered provisions of standard specifications shall remain in effect.

C. Where general provisions (General, Supplementary Conditions, etc.) of this specification conflict with DOTD, this specification shall govern. DOTD provisions not affected shall remain as part of contract.

D. Whenever the "Department" is referenced in DOTD, change to read the "A/E" and/or the "Owner" as applicable throughout.

PART 2: PRODUCTS

2.1 Materials: All materials shall comply with the DOTD Section 706 entitled, "Concrete Walks, Drives, and Incidental Paving", and "Curbs and Gutters", and "Base Course" as required. Fly ash will not be allowed in the concrete mix.

2.2 All concrete shall be Portland Cement Concrete, Class M, 3,000 psi concrete at 28 days, a minimum cement content of 470 lbs. per cubic yard, and a maximum slump of 4".

PART 3: EXECUTION

3.1 Workmanship: All workmanship shall comply with the DOTD sections listed above.

3.2 Acceptance of Work: Work will not be acceptable if it does not meet the requirements for 100% payment, as indicated in DOTD.

3.3 Cleaning: After completion of paving operations, clean surfaces of excess of spilled materials in a workmanlike manner.

* * *

SECTION 02638: REMOVAL AND REPLACEMENT OR RELOCATION OF EXISTING UTILITIES

PART 1: GENERAL

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

1.2 Scope of Work: Furnish all labor materials, equipment, and incidentals required to remove and replace or relocate and repair all utilities, both known and unknown. All work shall be in accordance with requirements of the respective relocated utilities company.

1.3 General: The Contractor shall be responsible for removal and replacement or relocation of all utilities, which are in conflict with his operations. The local gas, electric, telephone, and television cable companies shall remove and replace or relocate, if necessary, all their own utilities in conflict with the operations of the Contractor. Those utilities located within publicly owned right-of-ways shall be removed and replaced or relocated at the expense of the concerned utility. Utilities located within privately owned right-of-ways shall be removed and replaced or relocated at the expense of the Contractor. Other utilities belonging to the Owner and other public agencies shall be removed and replaced or relocated by and at the expense of the Contractor.

1.4 Governing Standard: Removal and replacement or relocation of utilities shall be done according to the latest standards and standard details of the company or agency owning or having jurisdiction over the utility, as indicated on the Drawings and as specified herein. In the event of a conflict between these specifications and the latest standards of the concerned company or agency owning or having jurisdiction over the utility, the latest standards of the company or agency owning or having jurisdiction over the utility shall govern.

1.5 Unknown Utilities: The Drawings attempt to indicate the location of all known utilities within the limits of the work. However, the Contractor shall be responsible to inspect the entire project to verify all existing utilities and determine the existence of any additional utilities conflicting with his work. In the event the Contractor encounters an unknown utility in his operations and such an item will interfere with his work and will require removal and replacement or relocation, the Contractor shall expeditiously notify the A/E and arrange to relocate the utility in conformance with the applicable section of the Specifications.

1.6 Coordination of Utilities Relocation: The Contractor shall be completely responsible to contact and schedule such relocation of utilities in a manner to prevent any delay in his operations.

1.7 Privately Owned Utilities: The Contractor shall review and resolve with the owner of each utility any conflicts with his operation. All submittals required shall comply with the requirements in the submittals section.

PART 2: PRODUCTS

2.1 All materials shall be new, and shall conform to the latest ASTM and industry standards. Materials for the removal and replacement or relocation of utilities shall conform to the standards of the company or agency owning or having jurisdiction, or as indicated on the Drawings and as specified.

2.2 Water Mains and Sewerage Force Mains: All adjustments shall be constructed using ductile iron pipe with restrained push-on joints. Any couplings required shall be epoxy coated ductile iron with neoprene gaskets, and restrained joints on both ends. All bolts and nuts shall be stainless steel.

PART 3: EXECUTION

3.1 Gas Mains: On gas lines that are exposed during construction, the Contractor shall be careful to avoid damage to the existing coating on the gas main. Damage to coating shall be replaced by the local gas company at the expense of the Contractor. The Contractor shall review with the local gas company construction methods to be used in the vicinity of their gas mains and shall comply with the requirements of the local gas company for protection of their facilities.

3.2 Electric: As required by the local power company, the contractor shall conduct his operations and maintain his equipment away from all electric lines at all times. Verify minimum distances and clearances with local electric company representative. The local electric company shall be notified as soon as these clearances have to be violated.

3.3 Publicly Owned Utilities:

A. General

1. The Contractor shall furnish all labor, equipment and material and perform all work required for removal and replacement or relocation of publicly owned utilities. Utility relocation shall be as indicated on the Drawings and specified herein. Damage to any utilities by the Contractor, subcontractors, material and equipment suppliers and other persons, until the job has been accepted, shall be repaired by the Contractor to the satisfaction of the A/E and Owner.

2. Removal and replacement of utilities shall be done in close coordination with the Owner. Removal and replacement or relocation work shall be planned in advance so the inconvenience to the Owner and utility users caused by the disruption of service is minimized. The Contractor shall perform work on utilities in off-peak hours of usage as required by the A/E and Owner.

B. Water Mains:

1. The Contractor shall be responsible for immediately notifying the Owner and A/E of existing water mains that interfere with his work. The Contractor is responsible for conducting operations in the vicinity of water mains that do not interfere with the work such that main breaks and disruption of water service is avoided. Water mains removed by the Contractor shall be replaced or relocated with cast iron or ductile iron as indicated on the Drawings and specified in the governing standard and herein. Restrained pipe joints are required to resist thrust forces.

2. At no time will the contractors be allowed to operate water main valves unless they are directly supervised by a Water Department employee. Contractor shall notify all affected residents and the Water Department of water shut downs at least 48 hours in advance. All materials needed to perform the work will be verified on the site before the water pressure is shut off. After the valves have been closed, certification is required that the line has been isolated from the source before any work will be allowed on the water main.

C. Sewer Mains: Sewer mains removed by the Contractor shall be replaced or relocated with PVC or ductile iron as indicated on the Drawings and specified in the governing standard and herein. Restrained pipe joints are required to resist thrust forces.

D. Service Connections: The Contractor is responsible for locating water and sewer house service connections and other building connections. The operations of the Contractor shall be conducted with due care and regard for service connections. Any damage to a service connection due to the operations of the Contractor shall be repaired to its original or better condition by the Contractor. Materials used and work on service connections shall be in accordance with the governing standard unless required otherwise by the A/E.

3.4 Payment: The removal and replacement or relocation of utilities will be paid for as specified herein.

A. Privately Owned Utilities: The Contractor shall be responsible for removal and replacement or relocation of all utilities, which are in conflict with his operations. The local gas, electric, telephone, and television cable companies shall remove and replace or relocate, if

necessary, all their own utilities in conflict with the operations of the Contractor. Those utilities located within publicly owned right-of-ways shall be removed and replaced or relocated at the expense of the concerned utility. Utilities located within privately owned right-of-ways shall be removed and replaced or relocated at the expense of the Contractor.

B. Publicly Owned Utilities: The removal, replacement, or relocation of any City owned utilities which are shown on the Drawings or which can reasonably be anticipated by the Contractor will be paid for as specified below:

1. Sewers: No separate payment shall be made in connection with any work required on existing sewer gravity lines or force mains. All such work shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the unit price or lump sum price bid items.
2. Water Mains: No separate payment will be made in connection with the removal and replacement or relocation of water lines shown on the Drawings. The removal or replacement of all waterlines shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the unit price bid per linear foot for pipe in place.
3. Drain Pipe: No separate payment will be made in connection with the removal and replacement or relocation of drainpipe. The removal or replacement of all drain pipe shall be considered a subsidiary obligation of the Contractor and all costs in connection herewith shall be included in the unit price bid per linear foot for pipe in place.
4. Drainage Catch Basins: No separate payment will be made in connection with the removal and replacement of drainage catch basins or drop inlets. The removal or replacement of all drainage catch basins and drop inlets shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the unit price bid per linear foot for pipe in place.
5. Service Connections: No separate payment will be made on any work required by the operations of the Contractor in connection with house or other service connections. Any work required by the operations of the Contractor in connection with water, sewer, gas, and other house service connections shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the unit prices bid for pipe in place.
6. Public Owned Utilities: Relocate, construct, or remove infrastructure items, which are not shown or differ substantially from what is shown on the plans or could not be

reasonably anticipated and are found during construction, when authorized by the Engineer. When the costs for necessary relocation, repairs, or removal are to be paid for by the Owner, the Contractor shall keep accurate records of all time, material, and equipment used and shall submit a copy of said report on a daily basis (same day) to the Resident Project Representative for review. The actual costs of any work as described herein shall be determined as set forth in the General Conditions and Supplementary Conditions as appropriate.

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SECTION 02721: CATCH BASINS, GRATES & FRAMES

PART 1: GENERAL

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

1.2 Scope of Work: Furnish all necessary materials, labor and equipment for the complete installation of catch basins, paved area drainage, site surface drainage and accessories, as shown on the Drawings and specified herein. Provide all necessary supplementary items for a complete installation intended by documents. Make revisions and tie-ins to existing lines, catch basins, grates, etc. as required to produce a complete drainage system and as shown on the Drawings. Modify existing catch basins to lower the top of casting elevation as shown on the Drawings. Clean and flush all existing drainage structures.

1.3 Submittals:
A. Submit Manufacturer's Literature and Installation Instructions.
B. Submit in accordance with requirements of Division 1.

1.4 Product Handling: Protect materials during transportation, storage, and installation to avoid physical damage.

PART 2: PRODUCTS

2.1 Brick: ASTM C 62, Grade SW, common building brick.

2.2 Mortar: ASTM C 270, Type S, cement and mortar.

2.3 Gratings, Curb Inlets, Manhole Covers: East Jordan Iron Works, Neenah, or approved equal, ASTM A 48, Class 30 iron castings. Provide type and sizes with frames as indicated on the Drawings.

2.4 Concrete: As specified elsewhere herein.

2.5 Substitutions: Equivalent equipment and materials of other manufacturers may be substituted on approval of the A/E. Request for substitution shall include manufacturer's descriptive information and evidence of satisfactory past performance. Substitutions shall meet or exceed the specified item in all respects. Submittals shall include comparison of the manufacturer's literature of both the specified item and the proposed substitution; all differences from the specified item shall be annotated. Substitutions, which change the generic type of material or equipment or fail to meet the performance criteria of the specified item, will not be approved.

PART 3: EXECUTION

3.1 Trenching:

A. Verify with A/E exact position of lines and catch basins. Re-route lines if necessary to protect trees, planting, other items to remain.

B. Trenches shall be not less than 1% true to grade shown. Remove unsuitable material and replace with sand or gravel properly compacted.

3.2 Drainage Structures, Headwalls, Catch Basins:

A. Construct in accordance with the requirements of R & B, and with the locations, designs, and dimensions as indicated on the Drawings.

B. Lay bricks in full, close, shove joints of mortar.

C. Plaster inside and outside of structure with a coat or mortar 1/4 inch thick. Surface inverts and benches in structures with a 14 inch thick coat of mortar.

D. Set grates and frames in a full bed of mortar. Extend inlet and outlet pipes through the wall for sufficient distance beyond the outside surface to allow for connections. Construct concrete around them neatly, so as to prevent leakages along the outer surface.

E. No pipes, cables, or other structures shall be built into or through these structures except the attendant drainage pipes, indicated.

3.3 Examination: Notify the A/E in ample time to permit examination of completed underground piping before backfilling is commenced.

3.4 Backfilling: Take necessary precautions in backfilling to prevent disalignment of pipe, longitudinally, laterally, or vertically. Replace pipe damaged during backfilling and compacting. Conform to requirements for fill and backfill.

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SECTION 02725: CULVERTS AND STORM DRAINS

PART 1: GENERAL

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

PART 2: PRODUCTS

2.1 Materials:

A. Reinforced Concrete Pipe shall conform to ASTM Designation C-76, Class III, pipe, Type 3 joint, as per Section 1016.02 of the Louisiana Standard Specifications for Roads and Bridges, latest Edition, as amended.

B. Reinforced Concrete Pipe Arch in accordance with Section 1016.03 of the Louisiana Standard Specifications for Roads and Bridges, latest Edition, as amended. Concrete pipe arch shall conform to ASTM C-506. All joints of pipe greater than 43 inch round and equivalent arch pipe shall be banded with metal straps on three sides in accordance with manufacturer's requirements.

C. Corrugated Metal Pipe 24 inch or larger diameter shall have 12 gauge thickness and 18 inch or smaller diameter shall have 14 gauge thickness. All corrugated metal pipe shall have Type 2 joints and be bituminous coated or polymer coated. If work is in Jefferson Parish, corrugated metal pipe shall be polymer coated unless otherwise noted. Binding shall be in accordance with ASTM A-885-88.

D. Filter Cloth, Joint Wrapping shall conform to requirements of Section 1019 of the Louisiana Standard Specifications.

E. Lumber shall conform to requirements of Section 1014 of the Louisiana Standard Specifications for Roads and Bridges, latest Edition, as amended.

F. PVC Pipe 15" or larger diameter shall be in accordance with Section 1006.02 of the Louisiana Standard Specifications for Roads and Bridges, latest Edition, as amended.

G. Concrete Joints - A pipe puller device shall be used to seat concrete pipe joints. Joints that are not seated a minimum of 75% of the depth of the joint will not be acceptable.

PART 3: EXECUTION

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

* * *

SECTION 02935: SEEDING

PART 1: GENERAL

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

1.2 Scope of Work: Furnish all necessary materials, labor and equipment for the complete installation of seeding at all lawn areas of site disturbed by work of this contract and over areas to be graded where soil is uncovered or new fill added, as shown on the drawings and specified herein. Existing areas of site with total stand of grass and that are not affected by work of this contract need not be re-seeded. Provide all necessary supplementary items for a complete installation intended by documents.

1.3 Quality Assurance: Conform to all requirements of La. Seed Commission, La. Seed Law Rules and Regulations of the La. Revised Statutes (Title 3, Chapter 2, Part I) as amended by the Legislature.

1.4 Job Conditions:

A. Existing Conditions: Perform seeding only after preceding work affecting ground surface is completed.

B. Environmental Requirements: Do not perform seeding when wind exceeds 15 mph. Arrange planting schedule to suit seed/s specified (Feb. 15 thru Sept. for Bermuda)

C. Protection: Restrict foot and vehicular traffic from seeded area after planting until lawn areas are established.

1.5 Guarantee:

A. Guarantee lawn areas for one complete growing season. Maintain lawn areas until final acceptance of the project. Upon final acceptance of project, Owner will assume maintenance procedures as recommended by Contractor.

B. Submit written guarantee in accordance with Warranties and Bonds.

PART 2: PRODUCTS

2.1 Seed:

A. Common Hulled Bermuda, 86% purity, clean, dry, new crop seed.

B. Overseeding: Rye Grass.

2.2 Fertilizer: Type 1, 12-12-12 (% nitrogen- phosphorus-potash) or other mixture recommended by Contractor and accepted by A/E if soil conditions warrant. Must be applied at a minimum of 600 pounds per acre.

2.3 Water: Free of matter harmful to plant growth.

2.4 Soil: Equal or better than adjacent area and free of roots, stems, and debris.

PART 3: EXECUTION

3.1 Inspection: Check that preceding work affecting ground surface is completed. Verify that soil is unfrozen and within allowable range of moisture content. Test soil to determine proper fertilizer mixture. Do not start work until conditions are satisfactory.

3.2 Preparation:

A. Till fertilizer into top three (3") inches of soil.
B. Water dry topsoil to depth of six (6") inches at least 48 hours prior to seeding to obtain a loose friable seed bed.

3.3 Application:

A. Broadcast half of Bermuda seed with rotary or other mechanical seeder. Broadcast remaining half of seed at right angles to first seeding pattern, using same broadcast method.
B. Apply Bermuda seed at 60 pounds per acre.
C. Cover seed to depth of 1/8 inch by raking, harrowing, or cultipacking.
D. Roll seeded area with roller weighing maximum 150 pounds per foot of width.
E. Water seeded areas to depth of four (4") inches.

3.4 Overseeding: It shall be the Contractor's responsibility to prevent erosion during fall and winter months prior to establishment of Bermuda. Contractor, at his option, may overseed lawn areas with rye grass at the rate of 55 pounds per acre.

3.5 Protection: Immediately after seeding, erect barricades, warning signs, and/or other means to protect seeded areas from traffic until grass is established.

3.6 Lawn Establishment:

A. Watering: Keep soil moist during seed germination period. Supplement rainfall to produce total of two (2") inches per day after germination.
B. Reseed spots larger than one (1) square foot not having uniform stand of grass.
C. Establishment period shall be extended until uniform strand of grass is acceptable to A/E.

3.7 Cleanup: Remove trash and excess materials from project site. Maintain paved areas in clean condition. Remove barriers, signs, or other protection from project site at termination of establishment period.

* * *

SECTION 03100: CONCRETE FORMWORK

PART 1: GENERAL

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

1.2 Scope of Work: Furnish all necessary materials, labor and equipment for the complete installation of formwork for cast-in-place concrete, with shoring, bracing, anchorage and other accessories, as shown on the drawings and specified herein. Provide all necessary supplementary items for a complete installation intended by documents.

1.3 Reference Standards: Concrete formwork shall be in accordance with the "Building Code Requirements for Reinforced Concrete" (ACI 318), "Recommended Practice for Concrete Formwork" (ACI 347), and Manual of Standard Practice for Concrete Formwork" (ACI 315).

1.4 Tolerances:

A. Construct formwork to provide completed cast-in-place concrete surfaces complying with the tolerances specified in ACI 347 and as follows:

1. Variation from plumb in lines and surfaces of columns, piers, walls, and arises: 1/4" per 10 ft. but not more than 1". For exposed corner columns, control joint grooves and other conspicuous lines, 1/4" in any bay or 20 ft. maximum; 1/2" maximum in 40 ft. or more.
2. Variation from level or grade in slab soffits, ceilings, beam soffits, and in arises 1/4" in 10 ft., 3/8" in any bay or 20 ft. maximum, and 3/4" in 40 ft. or more. For exposed lintels, sills, parapets, horizontal grooves and other conspicuous lines, 1/4" in any bay or 20 ft. maximum and 1/2" in 40 ft. or more.
3. Variation from position of the linear building lines and related columns, walls, and partitions, 1/2" in any bay or 20 ft. maximum and 1" in 40 ft. or more.
4. Variation in sizes and locations of sleeves, floor openings, and wall openings, 1/4".
5. Variation in cross-sectional dimensions of columns and beams and thickness of slabs and walls, minus 1/4" and plus 1/2".
6. Variation in steps: In flight of stairs, 1/8" for rise and 1/4" for treads. In consecutive steps: 1/16" for rise and 1/8" for treads.

B. Before concrete placement, check the lines and levels of erected formwork. Make corrections and adjustments to ensure proper size and location of concrete members and stability of forming systems.

During concrete placement, check formwork and related supports to ensure that forms are not displaced and that completed work will be within specified tolerances.

PART 2: PRODUCTS

2.1 Materials:

A. Forms: Steel, wood, or other suitable material of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal. Use straight forms, free of distortion and defects.

1. Use flexible spring steel forms or laminated boards to form radius bends as required.
2. Coat forms with a non-staining form release agent that will not discolor or deface surface of concrete.

B. General: Unless otherwise indicated, construct formwork for concrete surfaces with plywood, metal, metal formed plywood faced or other acceptable panel-type materials, to provide continuous, straight, sooth surfaces. Furnish in largest practicable sizes to minimize number of joints. Provide form materials of sufficient thickness to withstand pressure of newly-placed concrete without bow or deflection.

1. Plywood: Use plywood complying with U.S. Product Standard PS-1, B-B Ply form, Grade 1, exterior grade or better, mill-oiled and edge-sealed.
2. Lumber: Form lumber shall be No. 2 DENSE, of good quality, free from loose knots, holes, twists, shakes, or decay.

C. Form Coatings: Provide commercial formulation form-coating compounds that will not bond with, stain nor adversely affect concrete surfaces, and will not impair subsequent treatments of concrete surfaces.

D. Form Ties: Provide factory fabricated, adjustable length, removable or snap-off form-ties, designed to prevent form deflection, and to prevent spalling concrete surfaces upon removal.

PART 3: EXECUTION

3.1 Design forms and falsework to include assumed values of live load, dead load, weight of moving equipment operated on formwork, concrete mix, height of concrete drop, vibrator frequency, ambient temperature, foundation pressures, stresses, lateral stability, and other factors pertinent to safety of structure during construction.

3.2 Form Construction

A. Construct forms complying with ACI 347 to the exact sizes, shapes, lines and dimensions shown, and as required to obtain accurate

alignment, location, grades, level and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, recesses, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features required. Use selected materials to obtain required finishes.

B. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage case concrete surfaces. Kerf wood inserts for forming keyways, recesses and the like to prevent swelling and assure ease of removal.

C. Provide temporary openings where interior area of formwork is inaccessible for cleanout, for inspection before concrete placement, and for placement of concrete mortar. Locate temporary openings in as inconspicuous locations as possible.

D. Form intersecting planes to provide true, clean-cut corners, with edge grain of plywood not exposed as form for concrete.

E. Provide formwork sufficiently tight to prevent leakage of cement paste during concrete placement. Solidly butt joints and provide backup material at joints are required to prevent leakage and fins.

F. Provide shores and struts with positive means of adjustment capable of taking up formwork settlement during concrete placing operations, using wedges or jacks or a combination thereof. Provide trussed supports when adequate foundations for shore and struts cannot be secured.

G. Support form facing materials by structural members spaced sufficiently close to prevent deflection. Fit forms placed in successive units for continuous surfaces to accurate alignment, free from irregularities and within allowable tolerances. Provide camber in formwork as required for anticipated deflections due to weight and pressures of fresh concrete and construction loads for longspan members without intermediate supports.

3.3 Coating Forms: Coat form contact surfaces with form-coating compound before reinforcement is placed. Do not allow excess form coating material to accumulate in the forms or to come into contact with surfaces, which will be bonded, to fresh concrete. Apply in compliance with manufacturer's instructions.

3.4 Installing Embedded Items:

A. General: Set and built into the work anchorage devices and other embedded items required for other work that is attached to or supported by cast-in-place concrete. Use setting drawings, diagrams, instructions and directions provided by suppliers of the items to be attached thereto.

B. Edge Forms and Pipe Screeds for Slabs: Set edge forms or bulkheads and intermediate pipe screed strips for slabs to obtain

required elevations and contours in the finished slab surface. Provide ad secure units to support pipe screeds as required.

C. Reposition forms to true alignment prior to, during, and after concrete placement, if necessary.

D. Where electrical or telephone conduit is run at slabs, install beneath required slab thickness. Conduit runs are not allowed in foundation beam trenches. Where conduit must cross foundation beams or where short runs of conduit must be placed within foundation beams, place conduit within top 1/3 of foundation beam.

E. Where vertical runs of conduit or piping interrupt more than 12 inches of concrete slab in any direction, such as at electrical and telephone panels, double the slab thickness for a distance of not less than 24 inches from the group of conduit.

3.5 Cleaning Forms:

A. Remove debris and foreign matter from formwork prior to concrete placement.

B. Remove rust or dirt from reusable hardware prior to installation into formwork.

3.6 Removing Forms:

A. Formwork not supporting weight of concrete, such as sides of beams, walls, columns, and similar parts of the work, may be removed no sooner than 24 hours, provided the concrete of sufficient strength as not been damaged and curing and protection operations are maintained.

B. Do not remove supporting forms and shores from beams, floors and columns until fourteen (14) days have elapsed from time of pouring and these structural members have attained eighty (80%) per cent of design strength and are capable of carrying their own weight and that of any superimposed load. Do not at any time exceed design live load.

3.7 Form Reuse:

A. Withdraw projecting nails; clean concrete form contact surfaces. Replace with new material when necessary or when directed.

B. Reuse forms only when contact surfaces equal those specified for original use.

C. Floor level shall conform to latest edition of ACI Code and Commentary. Floor level shall be 1/8" per 10' - 0" as stated in code.

3.8 Site Cleaning: Remove debris from project site upon completion of work, or sooner, if directed.

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SECTION 03200: CONCRETE REINFORCEMENT

PART 1: GENERAL

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

1.2 Scope of Work: This section includes reinforcing bars, wire, mesh, accessories, etc. for concrete construction indicated on the Drawings and in specifications. Provide all necessary supplementary items for a complete installation intended by documents.

1.3 Reference Standards: Furnish and install all reinforcing steel and accessories in accordance with "Building Code Requirements for Reinforced Concrete" (ACI 318), "Manual of Standard Practice for Detailing Reinforced Concrete Structures" (ACI 315), "Concrete Sanitary Engineering Structures" (ACI 350)", and CRSI.

1.4 Submittals:

A. Provide detailed shop drawings, showing layout, sizes, arrangements, bar supports, etc. for all reinforcing steel, joints, curbs, accessories, etc. Furnish samples, manufacturer's product data, test reports, and materials certifications for joint fillers and sealers.

B. Submit in accordance with requirements of Division 1.

1.5 Storage of Materials: Store materials above ground on suitable supports and keep free of foreign material and corrosion, damage, etc., as far as practical.

PART 2: PRODUCTS

2.1 Materials:

A. Reinforcing Bars: Deformed billet steel bars in accordance with ASTM A 615 Supplement S1, having a minimum yield of 60,000 psi.

B. Joint Dowel Bars: Plain steel bars, ASTM A 615, Grade 60. Cut bars true to length with ends square and free of burrs.

C. Welded Wire Fabric: Electrically-welded wire fabric of cold-drawn wire (70,000 psi yield point) of gage and mesh size indicated on the Drawings. Conform to ASTM A 185 and ASTM A497. Furnish in flat sheets.

D. Tie Wire: Annealed steel, black, 16 gage minimum.

E. Metal Keys: Heckman No. 95, 16 gage tongue and groove joint, Dayton Superior Screed-Load key, or approved equal, with both stake pin and dowel holes. Provide No. 88, 18 gage tapered channel type stake pins, 15 inches long. Provide approved type metal bar supports as indicated on the Drawings.

F. Bar Support Chairs: CRSI Class I hot dipped galvanized, plastic, ceramic, or stainless steel protected.

2.2 Fabrication: In accordance with CRSI Manual of Standard Practice.

PART 3: EXECUTION

3.1 Placing Reinforcement, General:

A. Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars", for details and methods of reinforcement placement and supports, and as herein specified.

B. Clean reinforcement of loose rust and mill scale, earth, ice, and other materials, which reduce or destroy bond with concrete.

C. Accurately position, support and secure reinforcement against displacement by formwork, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as required.

D. Place reinforcement as shown on plans or to obtain at least minimum coverages for concrete protection. Arrange, space and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.

3.2 Installation:

A. Placement: Bar supports, CRSI 65. Reinforcing bars, CRSI 63.

B. Steel Adjustment: Move within allowable tolerances to avoid interference with other reinforcing steel, conduits, or embedded items. Do not move bars beyond allowable tolerances without concurrence of A/E. Do not heat, bend, or cut bars without concurrence of A/E.

C. Splices: All splices, laps, and dowels shall be at a minimum Class C per ACI. Tie securely with wire to prevent displacement of splices during placement of concrete. Do not splice bars except at locations shown on the Drawings without concurrence of A/E. Stagger all laps.

1. Lap top bars at mid-span and bottom bars at pile. Lap all bars a minimum of 15 inches.
2. Provide standard 90 degree hooks at all top bars at discontinuous ends.
3. Provide corner bars at all discontinuous ends, same number and size as outside beam bars and with a lap of 15 inches minimum each way.
4. Lap all continuous bars a minimum of 30 bar diameters. Stagger laps in slabs a minimum of 24 inches.

D. Wire Fabric: Install in longest practicable length. Lap adjoining pieces two full wire spaces minimum and tie splices with 16 gage wire. Do not make end laps midway between supporting beams, or directly over beams of continuous structures. Offset end laps in adjacent widths to prevent continuous laps. In lieu of adequate support for mesh, left the mesh during placing of concrete so that it is completely surrounded by concrete and not less than two (2") inches above the bottom of slabs.

E. Cleaning: Remove dirt, grease, oil, loose mill scale, excessive rust, and foreign matter that will reduce bond with concrete.

F. Protection During Concreting: Keep reinforcing steel in proper position during concrete placement.

* * *

SECTION 03300: CAST-IN-PLACE CONCRETE

PART 1: GENERAL

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

1.2 Scope of Work: Furnish all necessary materials, labor and equipment for the complete installation of cast-in-place concrete, as shown on the Drawings and specified herein. Provide all necessary supplementary items for a complete installation intended by documents.

1.3 Quality Assurance:

A. Codes and Standards: Comply with local governing regulations if more stringent than herein specified.

B. Concrete form work, reinforcing steel, and related items shall be in accordance with the following:
   1. ACI 301 "Specifications for Structural Concrete for Buildings."
   2. CI 304 "Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete."
   3. ACI 305 "Recommended Practice for Hot Weather Concreting."
   4. ACI 306R "Recommended Practice for Cold Weather Concreting."
   5. ACI 350 "Concrete Sanitary Engineering Structures "
   6. ASTM C33 "Concrete Aggregates."
   7. ASTM C150 "Portland Cement."
   8. ASTM C260 "Air Entraining Admixtures for Concrete."
   9. ASTM C494 "Chemical Admixtures for Concrete."
   10. ASTM C94 "Ready-Mixed Concrete."

C. Mixing and Transporting Concrete: In accordance with "Specifications for Ready Mixed Concrete" (ASTM C 94) except complete discharge from the hauling containers within 60 minutes after the cement has been added to the aggregate and water in the mixer.

D. Allowable Tolerances: Flatwork true to plane 1/8 inch in 10 feet. No open paving shall pond water. At floor slabs, grind smooth any defects of sufficient magnitude to show through floor coverings.

E. Testing:
   1. Laboratory shall prepare and furnish to the A/E, in triplicate, reports of concrete mixed all inspection and testing complete with summary of results. Laboratory shall also furnish copy of all reports to the concrete supplier.
   2. Contractor shall furnish samples of the various materials and the concrete mix for laboratory test.
   3. The required laboratory testing and control shall be as follows:
      a. Review the proposed concrete mixes submitted by the Contractor for all concrete to be used on this job.
      b. Test gradation of aggregate used in the concrete mix for compliance with the Specifications.

c. Make concrete cylinders to perform compression tests of cylinders taken from concrete used on the job. Make a minimum of two (2) sets of cylinders per day or one (1) set of cylinders per 50 yards, whichever is greater. For regular strength concrete, each set shall consist of three (3) cylinders. Make compression tests at seven (7) days (with one cylinder of each set) and at 28 days (with remaining 2 cylinders of each set). For high early strength concrete, each set shall consist of two (2) cylinders. Make compression tests at seven (7) days with both cylinders of each set.

d. Make a minimum of 4 slump tests per day or one per 25 yards, whichever is greater.

4. If tests indicate insufficient concrete strength and if additional tests are ordered (cores, etc.), Contractor shall pay for such additional tests.

PART 2: PRODUCTS

2.1 Concrete: ASTM C 94

A. Cement: Type II, ASTM C 150.

B. Admixture:

1. Water Reducing Admixture: ASTM C 494, Type A: Eucon WR-75 by Euclid Chemical Co., Pozzolith 300 N by Master Builders, Plastocrete 160 by Silea Chemical Corporation.

2. Water Reducing, Retarding Admixture: ASTM C 494 Type D: Eucon Retarder 75 by Euclid Chemical Co., Pozzolith 300-R by Master Builders, Plastiment by Silea Chemical Co.

3. Air Entraining: ASTM C 260, Master Builders MB-VR, Chem-Masters Adz-air, Gifford-Hill Air-Tite, or approved equal, at exterior paving only.

C. Fine Aggregate: Sand, ASTM C 33.

D. Coarse Aggregate: Gravel, ASTM C 33, size number 57 (1 inch to No. 4).

E. Fly Ash: The Contractor will be permitted partial substitution of fly ash for portland cement in concrete mixes up to 12%. Fly ash, if used, shall be incorporated into the mix by methods such that the fly ash will be uniformly distributed throughout the mixture. Fly ash may be weighed cumulatively in the same hopper with the cement, provided the cement is weighed first. The amount of fly ash used in the mix shall be recorded and certified by the plant's Concrete Batcher or Concrete Technician. For mixes including partial replacement of cement with fly ash, the minimum cement content shown below apply to the total cement/fly ash content of the mix.

F. Water: Clean and free from oil, alkali, sugar or other deleterious substances.

G. Slump: Maximum 4 inches.

H. Air Content: 5% +/- 1% in exterior exposed concrete only.

I. Mixes:

1. Unless noted or specified otherwise, all concrete shall be 3,000 psi, regular strength.

CONCRETE MIX PROPORTIONING

Type of	Compressive	Min. Pounds Cement Per Cubic Yard
Regular	3000	430
	4000	510
High Early Strength	3000	540
	4000	560

2. The compressive strength of moist cured laboratory samples shall reach design strength in 28 days for regular strength concrete and in 7 days for high early strength concrete.
3. Admixture: Use in accordance with manufacturer's recommendations.

2.2 Curing Material:

A. ASTM C 171, waterproof paper or polyethylene film.
B. At Contractor's option, ponding, continuous sprinkling, application of sand kept continuously wet, or application of other moisture-retaining covering may be used.
C. ASTM C 309, clear liquid membrane curing material may be utilized provided it is compatible with all concrete finished and floor coverings. Verify with all manufacturers concerned. Gifford-Hill Sealed 309 or approved equal.

PART 3: EXECUTION

3.1 Surface Preparation:

A. Remove loose material from compacted subbase surface immediately before placing concrete.
B. Pre-roll prepared subbase surface to check for unstable areas and need for additional compaction. Do not begin paving work until such conditions have been corrected and are ready to receive paving.

3.2 Inspection: Contractor shall inspect his work to insure that excavations and form work are completed, that excess water is removed, and that reinforcement is secured in place. Contractor shall verify that expansion joint material, anchors, sleeves, and other embedded items are secured in position. After the Contractor verifies that the form work, placement of reinforcement, joints, anchors, etc. are complete and has been inspected by the Contractor for accuracy, he shall notify the A/E. This notification must be provided to the A/E on the day proceeding the concrete pour.

3.3 Form Construction:

A. Set forms to required grades and lines, rigidly braced and secured. Install sufficient quantity of forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.

B. Check completed form work for grade and alignment to the following tolerances:

1. Top of forms not more than 1/8" in 10'. Accumulative total not to exceed 1/2" from that required by documents.
2. Vertical face on longitudinal axis, not more than 1/4" in 10'.

C. Clean forms after each use, and coat with form release agent as often as required to insure separation from concrete without damage.

3.4 Concrete Placement:

A. General: Comply with specifications herein for mixing and placing concrete.

B. Do not place concrete until subbase and forms have been checked for line and grade. Moisten subbase if required to provide a uniform dampened condition at time concrete is place. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.

C. Placing concrete: Convey concrete from mixer to final position by method, which will prevent separation or loss of material. Maximum height of concrete free fall, 4 feet. Regulate rate of placement so concrete remains plastic and flows into position. Deposit concrete in continuous operation until panel or section is completed. Place concrete in horizontal layers 18 inches maximum thickness. Use only square-faced shovels for hand-spreading and consolidation. Consolidate with care to prevent dislocation of reinforcing, dowels, and joint devices.

D. Deposit in a continuous operation between transverse joints, until complete section has been placed.

E. Consolidating Concrete: Use mechanical vibrating equipment for consolidating. Vertically insert and remove hand-held vibrators at points 18 to 30 inches apart. Do not use vibrators to transport concrete in forms. Vibrate concrete minimum amount required for consolidation.

3.5 Joints:

A. General: Construct expansion, weakened-plane (contraction), and construction joints true-to-line with face perpendicular to surface of concrete. Construct transverse joints at right angles to the centerline, unless otherwise indicated. When joining existing structures, place transverse joints to align with previously placed joints, unless otherwise indicated.

B. Weakened-Plane (Contraction) Joints: Provide weakened-plane (contraction) joints, sectioning concrete into areas as shown on the Drawings. Construct weakened-plane joints for a depth equal to at least 1/4 concrete thickness, as follows:

1. Tooled Joints: Form weakened-plane joints in fresh concrete by grooving top portion with a recommended cutting tool and finishing edges with a jointer.
2. Sawed Joints: Form weakened-plane joints using powered saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut joints into hardened concrete as soon as surface will not be torn, abraded, or otherwise damaged by cutting action.
3. Inserts: Use embedded strips of metal or sealed wood to for weakened-plane joints. Set strips into plastic concrete and carefully remove strips after concrete has hardened.

C. Construction Joints: Place construction joints at end of placements and at locations where placement operations are stopped for a period of more than 1/2-hour, except where such placements terminate at expansion joints. Verify location of any joints not shown on plans with A/E.
1. Construct joints as shown or, if not shown, use standard metal keyway-section forms.
2. Where load transfer-slip dowel devices are used, install so that one end of each dowel bar is free to move.

3.6 Finishing Formed Concrete:

A. Tops of Forms: Strike concrete smooth at tops of forms. Float to texture comparable to formed surfaces.

B. Formed Surfaces: As-cast finish. Patch tie holes and defects after form removal. Remove fins from surfaces. Provide smooth rubbed finish to eliminate defects or unsightly texture.

3.7 Concrete Flatwork Finishing:

A. After striking-off and consolidating concrete, smooth surface by screening and floating. Use hand methods only where mechanical floating is not possible. Adjust floating to compact surface and produce uniform texture.

B. After floating, test surface for trueness with a 10' straightedge. Distribute concrete as required to remove surface irregularities, and refloat repaired areas to provide a continuous smooth finish.

C. Slope uniformly at exterior surfaces as indicated. Insure uniform slopes. Method of screening and finishing shall produce uniform slope of entire slab.

D. Work edges of slabs, gutters, back top edge of curb, and formed joints with an edging tool, and round to 1/2" radius, unless otherwise indicated. Eliminate tool marks on concrete surface.

E. After completion of floating and troweling when excess moisture or surface sheen has disappeared, complete surface finishing, as follows:
1. Troweled Finish: At interior slabs and where indicated on the Drawings, power trowel surface to smooth finish. Hand trowel areas inaccessible to power trowel.

2. Broom Finish: At exterior walks, platforms, pads, slabs, etc., draw broom or brush across concrete surface, perpendicular to line of traffic. Repeat operation if required to provide a fine line texture acceptable to A/E.
3. On exterior inclined slab surfaces, provide a coarse, non-slip finish by scoring surface with a stiff-bristled broom, perpendicular to line of traffic.

F. Do not remove forms for 24 hours after concrete has been placed. After form removal, clean ends of joints and point-up any minor honeycombed areas. Remove and replace areas or sections with major defects, as directed by A/E.

3.8 Curing Concrete - General:

A. Protect freshly placed concrete from premature drying and excessive cold or hot temperature, and maintain without drying at relatively constant temperature for period of time necessary for hydration of the cement and proper hardening of concrete.

B. Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing. Weather permitting, keep continuously moist for not less than 72 hours.

C. Begin final curing procedures immediately following initial curing and before concrete has dried. Continue final curing for at least seven (7) consecutive days during which concrete is not exposed to air temperature below 50 degrees F. Avoid rapid drying at the end of final curing period.

3.9 Curing Methods:

A. Perform curing of concrete by one or combinations of the following methods. Use only water free of impurities, which could etch or discolor exposed, natural concrete surface. Do not use curing method or compounds, which would prevent or interfere with proper installation of finish materials by causing loss of bond or bleeding through of chemicals. Refer to Finish Schedule and Detail Drawings and coordinate as required.

1. Moisture Curing - any one of the following:
   a. Keeping surfaces of concrete continuously wet by covering with water.
   b. Continuous water-fog spray.
   c. Covering concrete surface with specified absorptive cover, thoroughly saturating cover with water, and keeping continuously wet. Place absorptive cover so as to provide coverage of concrete surfaces and edges with a 4" lap over adjacent absorptive covers.
2. Moisture Cover Curing - Cover concrete surfaces with specified moisture-retaining cover for curing concrete, placing in widest practicable width with sides and ends lapped at least 3" and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during the curing period using cover material and waterproof tape.

3. Liquid Membrane Curing:
   a. Apply approved membrane-forming curing compound to damp concrete surfaces as soon as water film has disappeared. Apply uniformly in two-coat continuous operation by power spray equipment in accordance with manufacturer's directions. Recoat areas, which are subjected to heavy rainfall within three (3) hours after initial application. Maintain continuity of coating and repair damage during entire curing period.
   b. Do not use membrane curing compounds on surfaces which are to be covered with coating material applied directly to concrete or with covering material bonded to concrete.

B. Temperature of Concrete During Curing
   1. Maintain concrete temperature as uniformly as possible, and protect from rapid atmospheric Temperature changes. Avoid temperature changes in concrete which exceed 5 degrees F. in any one (1) hour and 50 degrees F. in any 24 hour period.
   2. Comply with requirements of ACI 305 and 306.

C. Protection:
   1. During curing period, protect from damaging mechanical disturbances including load stresses, heavy shock, excessive vibration, and from damage caused by rain or flowing water.
   2. Protect all finished concrete surfaces from damage by subsequent construction operations.
   3. Contractor shall provide necessary protection to prevent any vandalism or damage to finish. Vandalism and damage of finish will be cause for rejection of effected concrete work. Patching and topping are unacceptable. All costs and fees for removal and replacement of such rejected paving will be the Contractor's responsibility, including any charges for retesting.
   4. Protect concrete from damage until acceptance of work.

3.10 Corrections:

A. Remove all excess projections and loose material from all concrete. Patch honeycombs and minor defects with mortar (1 part cement and 2 parts sand) until all exposed surfaces are smooth and acceptable to A/E.

B. Repair or replace broken or defective concrete, as directed by A/E.

3.11 Cleaning:

A. Remove all form material, stakes, excess concrete, all other debris from site.

B. Sweep concrete pavement and wash free of stains, discolorations, dirt, and other foreign material just prior to final inspection.

* * *

SECTION 03600: GROUT

PART 1: GENERAL

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

1.2 Scope of Work: Furnish all labor, materials, equipment and incidentals required to grout the areas indicated on the Drawings, or as specified. Unless otherwise specified, all grouting shall be done with non-shrinking grout.

PART 2: PRODUCTS

2.1 Non-shrinking Grout: Non-shrinking grout shall be Master Builders "Masterflow LL-713 Grout", Sauereisen Cements "F-100 Level Fill Grout", U. S. Grout "Five Star Grout", USM "Upcon", or equal.

2.2 Water shall be clean and free from deleterious substances.

PART 3: EXECUTION

3.1 General: Non-shrinking grout shall be furnished factory premixed so only water is added at jobsite. Grout shall be mixed in a mechanical mixer. Mix grout in strict accordance with manufacturer's recommendations.

3.2 Preparation: The concrete foundation to receive nonshrinking grout shall be saturated with water 24 hours prior to grouting.

3.3 Placement: Grout shall be placed in strict accordance with the directions of the manufacturer so all spaces and cavities are completely filled without voids. Forms shall be provided where structural components will not confine the grout.

3.4 Edge Finishing: The grout shall be finished smooth in all locations where the edge of the grout will be exposed to view after it has reached its initial set. Except where shown to be finished on a slope, the edges of grout shall be cut off flush at the baseplate, bedplate, member, or piece of equipment.

3.5 Curing: Non-shrinking grout shall be protected against rapid loss of moisture by covering with wet rags or polyethylene sheets. After edge finishing is completed, the grout shall be wet cured for at least 7 days.

* * *

SECTION 05120: STRUCTURAL STEEL

PART 1: GENERAL

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

1.2 Scope of Work: Furnish all necessary materials, labor and equipment for the complete installation of structural steel framing members, support members, sag rods, struts, secondary framing, base plates, and steel stud connectors, as shown on the drawings and specified herein. Provide all necessary supplementary items for a complete installation intended by documents.

1.3 Reference Standards: All structural steel shall conform to the latest revised edition of the "Specifications for the Design", Fabrication and Erection of Structural Steel for Building as adopted by the American Institute of Steel Construction.

1.4 Submittals: Submit detailed shop drawings showing the layout, sizes, connections, arrangements, etc. for all structural steel. Submit in accordance with requirements of Division 1.

1.5 Storage of Materials: Store steel above ground on suitable supports and keep free of foreign material and corrosion as far as practicable.

PART 2: PRODUCTS

2.1 Materials:

A. Structural Steel, Shapes, Plates, Etc.: ASTM A 36 structural steel.
B. Bolts for Structural Steel Connections: ASTM A 325 high strength bolts, except where noted otherwise.
C. Welding Electrodes: Grade SAW-1 for submerged arc welding and E70 series electrodes for manual arc welding. All electrodes shall be in accordance with ASTM A 233.
D. Primer Paint: Tnemec 99-G, Heavy Duty RIP 0900 by Southern Coating, Industrial H-1010, minimum dry film thickness of 2.4 mils.
E. Grout: Embeco premixed grout as manufactured by Master Builders Co., Gifford-Hill Supreme Grout, or approved equal.

2.2 Fabrication:

A. Fabricate structural steel in accordance with AISC Specifications Structural Steel for Buildings and Architecturally Exposed Structural Steel as applicable.

B. The Drawings show general details of connections including the bolting and/or welding required for such connections. Special connections shall be worked out with the Architect/Engineer. For connections not detailed, the Contractor shall design the beam connection for one half the total load for the given span length tabulated in the tables for "Allowable Loads on Beams," AISC Manual of Steel Construction for the given shapes. All connections shall be in accordance with the latest AISC Specification and subject to A/E's approval.

C. No splices allowed except where shown on Drawings.

D. Paint erection marks on all structural members.

E. Provide all necessary erection clips, angles, seats, etc., to properly erect structural steel.

F. Welding shall be in accordance with the requirements of the American Welding Society with all possible welding performed in the shop.

G. Provide one shop coat of primer paint to all structural members, connectors, angles, etc.

PART 3: EXECUTION

3.1 Examination: Erector shall verify in writing to A/E that field conditions are acceptable and are ready to receive work. List all discrepancies and non-conforming items found in field. Do not proceed with work affected by these items until directives for corrective actions are issued by the A/E.

3.2 Erection of Structural Steel:

A. Erect structural steel in accordance with AISC Specifications Structural Steel for Buildings and Architecturally Exposed Structural Steel as applicable.

B. Provide the false work, temporary bracing, and all tools, machinery and appliances, including drift pins and fitting-up bolts necessary for the expeditious handling of the work. False work and temporary bracing shall be properly designed and substantially constructed and maintained for the loads which will come upon it and shall remain in place until all permanent bracing is in place, all connections bolted and/or welded and all roof decks placed.

C. The structural systems and the individual structural members are designed to be self supporting only after all structural members are connected in place and decks placed. Provide for erection loads, and sufficient temporary bracing to maintain structure safe, plumb, and in true alignment until completion of erection and installation of permanent bracing.

D. The correction of minor misfits involving non-harmful amounts of reaming, cutting and chipping will be considered a legitimate part of the erection. However, any error in the shop fabrication or deformation resulting from handling and transportation which prevents the proper assembling and fitting-up of parts by the moderate use of drift pins or by a moderate amount of reaming and slight chipping or cutting shall

be reported immediately to the A/E and approval of the method of correction obtained. The Contractor shall be responsible for all misfits, errors, and injuries and shall make the necessary corrections and replacements.

E. Erection and handling of all steel shall be performed under the supervision of an experienced skilled foreman.

F. Position, plumb, and level individual pieces of structural steel so as not to have an error exceeding 1/4 inch and the overall structure is to be within the tolerance allowed by the AISC Specification.

G. Finished members shall be true to line and free from twists, bends and open joints.

H. Set base plates in accordance with details shown on the Drawings and grout. Use of wedges other than steel is not permitted.

I. Do not field cut or alter structural members without documented approval of A/E.

3.2 Quality Control:

A. Testing agency may be selected and compensated by the Owner.

B. Testing agency (if selected by Owner) shall perform the following:

1. Qualification of field high-strength bolted and welding procedures and personnel.
2. Inspection of erected structural steel work for conformance with the requirements specified.

C. Inspection of field assembled high strength bolted construction shall be in accordance with Section 6, AISC Specification for Structural Joints.

D. Inspection of field welds shall be in accordance with Section 6 of AWS Building Code, visual and radiographic.

E. Rework joints and connections that do not meet specified requirements and retest until requirements are met. All such retesting shall be paid for by the Contractor.

3.3 Field Painting:

A. Field painting below is specifically excluded from this Section and is included under the Painting Section.

B. After erection, remove all rust spots and then touch-up and clean surface, as well as all damaged spots, bolts, etc., with one coat of the same material as shop coat.

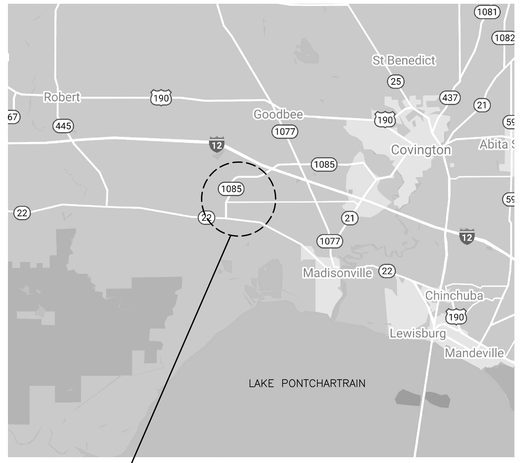
C. Paint and touch up all structural steel to remain exposed as specified above, after which, apply a full field coat of the same kind of paint.

D. Refer to Painting Section for finish coats on exposed surfaces.

* * *

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Section 13



VICINITY MAP

OAK PARK DRAINAGE IMPROVEMENTS
PHASE 1
ST. TAMMANY PARISH, LOUISIANA
PARISH PROJECT NO. 20000089
A/E PROJECT NO. 20-2048

ST. TAMMANY PARISH

MICHAEL B. COOPER - PARISH PRESIDENT

GINA HAYES - CHIEF ADMINISTRATIVE OFFICER

COUNCIL MEMBERS

RICK SMITH, DISTRICT 1 COUNCILMAN
LARRY ROLLING, DISTRICT 2 COUNCILMAN
MARTHA J. CAZAUBON DISTRICT 3 COUNCILWOMAN
KATHY SEIDEN, DISTRICT 4 COUNCILWOMAN
PAT PHILLIPS, DISTRICT 5 COUNCILMAN
CHERYL TANNER, DISTRICT 6 COUNCILWOMAN
JOE IMPASTATO, DISTRICT 7 COUNCILMAN
PAT BURKE, DISTRICT 8 COUNCILMAN
DAVID COUGLE, DISTRICT 9 COUNCILMAN
MAUREEN O'BRIEN, DISTRICT 10 COUNCILWOMAN
ARTHUR LAUGHLIN, DISTRICT 11 COUNCILMAN
JERRY BINDER, DISTRICT 12 COUNCILMAN
JEFF CORBIN, DISTRICT 13 COUNCILMAN
JIMMY STRICKLAND, DISTRICT 14 COUNCILMAN



LOCATION MAP

PLANS PREPARED BY AND
RECOMMENDED FOR APPROVAL:

DONOVAN DUFFY, P.E.
MEYER ENGINEERS, LTD.

09/15/2025
DATE

APPROVAL

DANIEL HILL, P.E.
DIRECTOR OF ENGINEERING
ST. TAMMANY PARISH

9-30-2025
DATE

PLOT 1=1
20-2048 01 – Title Sheet.dwg

project no. 20-2048
drawn CDR, MJM, SKB
checked MJF
date 7-10-2025
revised

STATE OF LOUISIANA
MATTHEW J. FALATI
License No. 31848
PROFESSIONAL ENGINEER
7-24-2025

Meyer Engineers, Ltd.
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Meyer Engineers, Ltd. ENGINEERS & ARCHITECTS

TITLE SHEET

OAK PARK DRAINAGE IMPROVEMENTS - PHASE 1
ST. TAMMANY PARISH, OWNER
MANDEVILLE, LA

sheet no.
1
of ____ sheets

GENERAL NOTES

1. CONTRACTOR SHALL NOT DAMAGE TREES. IF DAMAGED, CONTRACTOR SHALL REPLACE AT HIS OWN COST. CONTRACTOR SHALL USE A CHAIN SAW TO CUT ROOTS OF TREES EXPOSED DURING EXCAVATION. CONTRACTOR SHALL NOT BREAK ROOTS BY PULLING THEM WITH DIGGING MACHINES. ROOT AND BRANCH PROTECTANT SHALL BE SPRAYED OR PAINTED ON BRANCHES OR ROOTS WHICH HAVE BEEN CUT.

2. THE CONTRACTOR SHALL PROVIDE A LOUISIANA LICENSED ARBORIST TO PERFORM ANY NECESSARY TREE TRIMMING, ROOT PRUNING, OR RECOMMENDATION OF REMOVAL OF ANY TREE PRIOR TO BEGINNING EXCAVATION. CONTRACTOR SHALL GET ALL NECESSARY APPROVALS INVOLVING TREE TRIMMING OR TREE REMOVAL IN ACCORDANCE WITH LOCAL REGULATIONS. NO DIRECT PAYMENT.

3. PROTECT ALL EXISTING TREES, PLANTING AND LAWNS FROM DAMAGE. ALL STREET SIGNS, FENCES, SHRUBBERY, MAILBOXES, ETC. RELOCATED DURING CONSTRUCTION SHALL BE RETURNED TO THIER ORIGINAL LOCATION AND IN ORIGINAL CONDITIONS. NO DIRECT PAYMENT.

4. THE CONTRACTOR SHALL NOT PLACE EXCAVATED MATERIAL OR EQUIPMENT ON TOP OF THE ROOTS OF TREES (THE ROOTS OF TREES GENERALLY EXTEND TO THE DRIP LINES OF TREES).

5. THE OWNER MAY PROVIDE AND PAY FOR THE SERVICES OF A TESTING LAB TO MONITOR VIBRATIONS NEAR RESIDENCES DURING CONSTRUCTION.

6. EXISTING UTILITY LOCATIONS AND DEPTHS SHOWN ON THE PLANS ARE APPROXIMATE. CONTRACTOR SHALL MAKE PROVISIONS TO PROTECT EXISTING UTILITIES WHEN EXCAVATING IN THESE AREAS SO AS NOT TO DAMAGE OR DISRUPT THESE UTILITIES. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF UTILITIES PRIOR TO EXCAVATION.

7. CAVITIES OR TRENCHES LEFT BY REMOVAL WORK, IF WITHIN 3' FROM FUTURE PAVEMENT, SHALL BE BACKFILLED TO THE LEVEL OF SURROUNDING GROUND WITH GRANULAR MATERIAL.

8. CONTRACTOR SHALL BE RESPONSIBLE FOR DESIGN SERVICES, SUPPLYING MATERIALS, AND LABOR NECESSARY TO PROVIDE SHEETING, SHORING AND BRACING OR SUPPORTS AS REQUIRED TO PROVIDE A SAFE WORKING CONDITION FOR CONTRACTOR'S PERSONNEL AND TO PROVIDE FOR PROTECTION OF UTILITIES, BUILDINGS, LEVEES, AND STRUCTURES. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY WITH THESE REQUIREMENTS. THE CONTRACTOR SHALL PROVIDE AN ADEQUATE SYSTEM TO WITHSTAND LATERAL PRESSURE. SHEET DESIGN AND INSTALLATION SHALL BE INCLUDED IN THE COST OF THE PROJECT.

9. ALL GRASS AREAS AFFECTED BY CONSTRUCTION SHALL BE SODDED, AS DIRECTED BY OWNER'S PROJECT REPRESENTATIVE. WATER AREA IMMEDIATELY.

10. CONTRACTOR SHALL REGRADE ALL AREAS AFFECTED BY CONSTRUCTION TO PROVIDE POSITIVE DRAINAGE. WORK SHALL BE IN A WORKMAN LIKE MANNER AND IN ACCORDANCE WITH A/E REQUIREMENTS. IF CONTRACTOR DETERMINES THAT ANY AREAS AFFECTED BY CONSTRUCTION CANNOT BE REGRADED TO DRAIN, CONTRACTOR SHALL DOCUMENT (I.E., TAKE ELEVATIONS, PICTURES, ETC.) EXISTING CONDITIONS PRIOR TO CONSTRUCTION.

11. IF SIDEWALK REPLACEMENT IS REQUIRED IT SHALL BE A MINIMUM OF 4'–0" WIDE X 4" THICK. PROVIDE TOOLED JOINTS AT INTERVALS EQUAL TO THE WIDTH OF SIDEWALK AND EXPANSION JOINTS EVERY 20'–0".

12. CONTRACTOR SHALL GIVE THOSE AFFECTED BY CONSTRUCTION 24 HOURS NOTICE PRIOR TO DISRUPTION OF DRIVEWAYS. DRIVEWAYS AND STREETS SHALL NOT REMAIN CLOSED OVERNIGHT.

13. CONTRACTOR SHALL COORDINATE AND PAY FOR THE DE–ENERGIZING AND RE–ENERGIZING OF POWER LINES FOR CONSTRUCTION PURPOSES AS REQUIRED BY LOCAL, STATE, AND FEDERAL AGENCIES.

14. CONTRACTOR SHALL CONTACT THE UTILITY COMPANIES OR DEPARTMENTS LISTED BELOW PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE IF THERE ARE ANY OTHER UTILITIES IN THE AREA AND TO CONTACT THE APPROPRIATE UTILITIES.

CITY OF COVINGTON PUBLIC WORKS DEPT.	(985) 892–1811
LOUISIANA ONE CALL	1–800–272–3020
DOTD/CARDNO – MICHAEL CLOUGH	(512) 605–2640
ST. TAMMANY PARISH HOSPITAL	(985) 898–4000
ATMOS ENERGY	(888) 286–6700
CLECO POWER	(318) 484–7400
AT&T	(985) 892–0649
CHARTER COMMUNICATIONS	(877) 906–9121

15. CONTRACTOR SHALL NOTIFY THOSE AFFECTED BY CONSTRUCTION 24 HOURS PRIOR TO DISRUPTION OF WATER, SEWER OR OTHER UTILITY SERVICE. UTILITY SERVICES SHALL BE PROMPTLY REPAIRED AND NOT REMAIN OUT OF SERVICE OVERNIGHT.

16. CONTRACTOR SHALL BRACE POWER AND COMMUNICATION POLES ADJACENT TO EXCAVATION. BRACING SHALL REMAIN IN PLACE AFTER BACKFILLING UNTIL COMPACTION STANDARDS HAVE BEEN MET. COMPLETE WORK PROMPTLY ONCE EXCAVATION HAS BEGUN ADJACENT TO POLES.

17. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE DIRECTLY WITH THE APPROPRIATE UTILITY COMPANIES TO HAVE THE UTILITIES RELOCATED.

18. THE EXISTING WATER MAIN MUST NOT BE OUT OF SERVICE FOR MORE THAN FOUR (4) HOURS DURING TIE–IN, AND SHUT OFF SHOULD BE DONE UNDER THE DIRECT SUPERVISION OF THE CITY OF COVINGTON PUBLIC WORKS DEPARTMENT.

19. ALL PIPES TO BE CAPPED SHALL BE CAPPED WITH A CONCRETE AND MORTAR CAP. AT CONTRACTOR'S OPTION, PRECAST CONCRETE CAPS 3" THICK GROUTED IN PLACE MAY BE USED. ALL CAPS SHALL BE WATERTIGHT. NO DIRECT PAYMENT.

20. ALL LINES THAT WILL NO LONGER BE IN SERVICE SHALL BE REMOVED IF NOT UNDER PAVED ROADWAYS. FOR LINES THAT WILL BE ABANDONED AND LEFT IN PLACE, CUT, GROUT AND CAP AS CLOSE TO THE PAVEMENT AS REASONABLY POSSIBLE. VERIFY TYPE OF GROUT IN FIELD WITH OWNER'S PROJECT REPRESENTATIVE.

21. CONTRACTOR SHALL COORDINATE THE LOCATION OF SERVICE CONNECTIONS WITH THE PROJECT REPRESENTATIVE.

22. AT ALL TIMES WHEN JACKING OR BORING IS IN PROGRESS THE PROJECT REPRESENTATIVE SHALL BE ON SITE.

23. WHEN REQUIRED TO REPLACE PORTLAND CEMENT CONCRETE DRIVEWAYS OR SIDEWALKS, REPLACE TO AN EXISTING JOINT. IF THE EXISTING JOINT IS GREATER THAN 10' FROM THE EDGE OF THE PAVEMENT SAWCUT PAVEMENT 2" DEEP AS DIRECTED BY THE PROJECT REPRESENTATIVE. VERIFY LOCATION WITH THE PROJECT REPRESENTATIVE PRIOR TO BEGINNING WORK.

24. ALL WORK MUST CONFORM TO THE REQUIREMENTS OF ST. TAMMANY PARISH DEPARTMENT OF PUBLIC WORKS AND OTHER SUCH PARISH OR STATE STANDARDS THAT MIGHT BE APPLICABLE.

25. REFER TO APPROVED SUBDIVISION PLAN FOR ALL SERVITUDES, GEOMETRIC AND DIMENSIONAL INFORMATION NECESSARY FOR LAYOUT OF IMPROVEMENTS.

26. CONSTRUCTION OF STREETS AND DRAINAGE IMPROVEMENTS PRIOR TO APPROVAL OF SUBDIVISION PLAN BY COUNCIL ORDINANCE SHALL BE AT THE DEVELOPER'S OWN RISK.

27. THE LOCATION OF EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL CAREFULLY VERIFY SAME AND TAKE THE NECESSARY PRECAUTIONS TO AVOID DAMAGE TO THE EXISTING UTILITIES.

28. CONTRACTOR SHALL VERIFY TOP OF CASTING ELEVATIONS PRIOR TO ORDERING MANHOLES.

29. DAMAGES TO EXISTING STREETS, DRAINAGE, OTHER UTILITY STRUCTURES, AND RESIDENT PROPERTIES SHALL BE REPAIRED AT THE EXPENSE OF THE CONTRACTOR TO ORIGINAL AND/OR BETTER CONDITIONS TO THE SATISFACTION OF THE OWNERS.

30. CONTRACTOR SHALL NOT DAMAGE TREES TO REMAIN. IF DAMAGED, CONTRACTOR SHALL REPLACE AT HIS OWN COST. THE CONTRACTOR SHALL PROVIDE A LOUISIANA LICENSED ARBORIST TO PERFORM NECESSARY TREE TRIMMING, ROOT PRUNING, OR RECOMMENDATION OF REMOVAL OF ANY TREE GREATER THAN 12" CALIPER PRIOR TO BEGINNING EXCAVATION. CONTRACTOR SHALL USE A CHAIN SAW TO CUT ROOTS OF TREES EXPOSED DURING EXCAVATION AND COORDINATE WITH OWNER. CONTRACTOR SHALL NOT BREAK ROOTS BY PULLING THEM WITH DIGGING MACHINES. ROOTS AND BRANCH PROTECTANT SHALL BE SPRAYED OR PAINTED ON BRANCHES OR ROOTS WHICH HAVE BEEN CUT.

31. PROTECT ALL EXISTING TREES, PLANTING AND LAWNS FROM DAMAGE. ALL STREET SIGNS, FENCES, SHRUBBERY, ETC. RELOCATED DURING CONSTRUCTION SHALL BE RETURNED TO THEIR ORIGINAL LOCATION AND IN ORIGINAL CONDITIONS. PARISH STREET RIGHT OF WAY AND ALL SERVITUDES SHALL BE CLEARED OF ALL TREES AND OBSTRUCTIONS.

32. CONTRACTOR SHALL BE RESPONSIBLE FOR DESIGN SERVICES, SUPPLYING MATERIALS, AND LABOR NECESSARY TO PROVIDE SHEETING, SHORING AND BRACING OR SUPPORTS AS REQUIRED TO PROVIDE A SAFE WORKING CONDITION FOR CONTRACTOR'S PERSONNEL AND TO PROVIDE FOR PROTECTION OF UTILITIES, BUILDINGS, LEVEES, AND STRUCTURES. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY WITH THESE REQUIREMENTS. THE CONTRACTOR SHALL PROVIDE AN ADEQUATE SYSTEM TO WITHSTAND LATERAL PRESSURE. SHEET DESIGN AND INSTALLATION SHALL BE INCLUDED IN THE COST OF THE PIPE OR STRUCTURAL INSTALLATION.

33. CONTRACTOR SHALL REGRADE ALL AREAS AFFECTED BY CONSTRUCTION TO PROVIDE POSITIVE DRAINAGE. WORK SHALL BE IN A WORKMAN LIKE MANNER AND IN ACCORDANCE WITH A/E REQUIREMENTS. IF CONTRACTOR DETERMINES THAT ANY AREAS AFFECTED BY CONSTRUCTION CANNOT BE REGRADED TO DRAIN, CONTRACTOR SHALL DOCUMENT (I.E., TAKE ELEVATIONS, PICTURES, ETC.) EXISTING CONDITIONS PRIOR TO CONSTRUCTION.

34. ALL DRIVEWAYS DISRUPTED BY EXCAVATION SHALL BE RESTORED USING LIKE MATERIAL TO ORIGINAL OR BETTER CONDITION.

35. CONTRACTOR SHALL MAINTAIN A 6" RIDING SURFACE OF BASE COURSE MATERIAL FOR ALL STREETS AND DRIVEWAYS DISRUPTED UNTIL SAME IS PAVED WITH LIKE MATERIAL.

36. CONTRACTOR SHALL GIVE THOSE AFFECTED BY CONSTRUCTION 24 HOURS NOTICE PRIOR TO DISRUPTION OF DRIVEWAYS. DRIVEWAYS AND STREETS SHALL NOT REMAIN CLOSED OVERNIGHT.

37. CONTRACTOR SHALL NOTIFY THOSE AFFECTED BY CONSTRUCTION 24 HOURS PRIOR TO DISRUPTION OF WATER, SEWER OR OTHER UTILITY SERVICE. UTILITY SERVICES SHALL BE PROMPTLY REPAIRED AND NOT REMAIN OUT OF SERVICE OVERNIGHT.

38. CONTRACTOR SHALL AT ALL TIMES CONDUCT HIS OPERATIONS AS TO INSURE THE LEAST INCONVENIENCE TO THE GENERAL PUBLIC AND ADJACENT PROPERTY OWNERS.
    A. CONTRACTOR SHALL PROVIDE ACCESS TO COMMERCIAL/INDUSTRIAL PROPERTIES AT ALL TIMES.
    B. CONTRACTOR SHALL PROVIDE ACCESS TO RESIDENTIAL PROPERTIES AT ALL TIMES, VEHICULAR ACCESS SHALL BE PROVIDED AS DIRECTED BY ENGINEER. UPON APPROVAL BY ENGINEER, VEHICULAR ACCESS MAY BE LIMITED DURING PAVING OF DRIVEWAYS. CONTRACTOR SHALL CONTACT AND ADVISE ALL AFFECTED PROPERTY OWNERS.

16. CONTRACTOR SHALL COORDINATE AND PAY FOR THE DE–ENERGIZING AND RE–ENERGIZING OF POWER LINES FOR CONSTRUCTION PURPOSES AS REQUIRED BY LOCAL, STATE, AND FEDERAL AGENCIES.

17. CONTRACTOR SHALL BRACE CLECO AND BELL SOUTH POLES ADJACENT TO EXCAVATION. BRACING SHALL REMAIN IN PLACE AFTER BACKFILLING UNTIL COMPACTION STANDARDS HAVE BEEN MET. COMPLETE WORK PROMPTLY ONCE EXCAVATION HAS BEGUN ADJACENT TO POLES.

18. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE DIRECTLY WITH THE APPROPRIATE UTILITY COMPANIES TO HAVE THE UTILITIES RELOCATED.

19. BACKFILL ALL UTILITY CROSSINGS, EXCAVATIONS UNDER THE ROADWAY AND SHOULDER WITH GRANULAR MATERIAL.

20. CONTRACTOR IS HEREBY INSTRUCTED TO FILE FOR A NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT AND A STORM WATER POLLUTION PREVENTION PERMIT. A COPY OF THE NOI AND SWPPP SHALL REMAIN ON SITE AT ALL TIMES DURING CONSTRUCTION. CONTRACTOR AND OWNER'S REPRESENTATIVE SHALL PERFORM STORMWATER INSPECTIONS AS PER THE SWPPP TO PREVENT SEDIMENT EXCURSIONS TO THE SOAP & TALLOW CREEK.

21. PRIOR TO PRE–CONSTRUCTION MEETING, THE CONTRACTOR SHALL VERIFY EXISTING INVERTS AT TIE–INS. IF DISCREPANCIES ARE FOUND, PLANS MUST BE REVISED.

22. PRE–CONSTRUCTION CONFERENCE: PRIOR TO START OF CONSTRUCTION, THE CONTRACTOR SHALL SCHEDULE A PRE–CONSTRUCTION CONFERENCE. THE CONTRACTOR SHALL BE REPRESENTED AT THE CONFERENCE BY HIS PROJECT SUPERINTENDENT OR ANY OTHER CONCERNED PERSONNEL.

23. PRIOR TO FINAL ACCEPTANCE OF SUBDIVISION, AS–BUILT PLANS (ONE SET OF MYLARS, THREE SETS OF BLUELINES, & AUTOCAD VERSION R14 ON CD) SHALL BE DELIVERED TO ST. TAMMANY DEPARTMENT OF ENGINEERING. THESE AS–BUILTS MUST CONTAIN THE MASTER SEWER, WATER, PAVING, AND DRAINAGE PLANS IN ADDITION TO PLAN/PROFILE SHEETS.

24. TEMPORARY CONSTRUCTION BENCH MARKS, AS ON SHEET 3, HAVE BEEN SET ON THE SITE AND REFERENCED TO A RECOGNIZED "PERMANENT" BENCH MARK. THE CONTRACTOR MUST CHECK BETWEEN BENCH MARKS PRIOR TO COMMENCING CONSTRUCTION AND DURING CONSTRUCTION REGULARLY RECONFIRMING BENCH MARK ELEVATIONS. ANY DISCREPANCY IN ELEVATION OR MOVEMENT OF BENCH MARKS MUST BE BROUGHT TO THE ATTENTION OF THE ENGINEER.

25. ALL ELEVATIONS REFER TO NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D.).

PAVING NOTES

1. PORTLAND CEMENT CONCRETE PAVEMENT SHALL BE IN ACCORDANCE WITH SECTIONS 601 & 901 OF THE DOTD STANDARD SPECIFICATIONS FOR ROADS & BRIDGES (LATEST EDITION) AND SHALL ATTAIN A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS.

2. PAVEMENT SHALL NOT BE OPENED TO TRAFFIC UNTIL 28 DAYS AFTER PLACEMENT WITHOUT THE APPROVAL OF THE ENGINEER.

3. ALL DRAINAGE AND SEWER STRUCTURES IN PAVEMENT SHALL BE BOXED OUT.

4. BASE COURSE SHALL CONSIST OF AASHTO A–4 OR BETTER SOILS LIMITED TO A MAXIMUM LIQUID LIMIT OF 25 AND A MAXIMUM PLASTICITY INDEX OF 6, "PUMPED" RIVER SAND GENERALLY MEETS THIS REQUIREMENT. BASE SHALL BE A MINIMUM OF 12" THICKNESS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY.

5. AN APPROVED TESTING LABORATORY, SELECTED BY THE ENGINEER, SHALL BE RETAINED BY THE CONTRACTOR AND SHALL PROVIDE ALL REQUIRED TESTING. TEST REPORT MUST BE FURNISHED TO THE DEPARTMENT OF PUBLIC WORKS, MEYER ENGINEERS, LTD. AND THE CONTRACTOR.

6. NO CONCRETE SHALL BE POURED WITHOUT THE SERVICES OF THE TESTING LAB TECHNICIAN TO WITNESS THE POUR, MAKE SLUMP TESTS AND MAKE TEST CYLINDERS.

7. ANY CONCRETE POURED WITHOUT THE SERVICES OF THE TESTING LAB TECHNICIAN SHALL BE SUBJECT TO DISCRETIONARY TESTING ORDERED BY THE DEPARTMENT OF PUBLIC WORKS AT THE EXPENSE OF THE CONTRACTOR. SUBDIVISION STREETS WILL NOT BE ACCEPTED FOR MAINTENANCE IF CONTRACTOR HAS NOT PAID TESTING LABORATORY FOR THE DISCRETIONARY TESTING.

8. CONTRACTOR MUST NOTIFY THE TESTING LAB AND THE DEPARTMENT OF PUBLIC WORKS (PHONE NO. (985) 898–2551, AT LEAST 48 HOURS PRIOR TO POURING CONCRETE.

9. A REPRESENTATIVE OF THE SUBDIVISION DESIGN ENGINEER MUST BE PRESENT TO WITNESS CONCRETE POURS.

10. CONCRETE PAVEMENT REMOVED FOR TIE–INS AND FOR UTILITY CROSSINGS SHALL BE REMOVED FROM JOINT TO JOINT AND REPLACED WITH CONCRETE CONTAINING A MINIMUM OF 7 SACKS OF CEMENT PER CUBIC YARD, AND HAVING A 4" MAXIMUM SLUMP.

11. IMMEDIATELY AFTER COMPLETION OF FINISHING OPERATIONS AND AS SOON AS MARRING OF CONCRETE WILL NOT OCCUR, THE PAVEMENT SURFACE SHALL BE CURED BY OVERING WITH A WHITE PIGMENTED CURING COMPOUND IN CONFORMANCE WITH DOTD STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES LATEST EDITION.

12. CONTRACTOR SHALL USE THE NECESSARY SAND BASE TO OBTAIN THE ROADWAY GRADES SHOWN ON THE PLANS. THIS MAY REQUIRE MORE THAN THE MINIMUM SAND BASE.

13. JOINT SEALER SHALL BE IN ACCORDANCE WITH SECTION 1005.02 OF DOTD STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES, 2000 EDITION. THE SEALANT AND BACKER MATERIALS SHALL BE APPROVED PRODUCTS LISTED IN DOTD'S QUALIFIED PRODUCT LIST 67.

14. JOINTS ENDING AT CURVES SHALL BE CARRIED INTO THE CURB AND PAVEMENT AT RIGHT ANGLES TO THE TANGENT AT THAT POINT.

DRAINAGE NOTES

1. PLASTIC PIPE SHALL BE RIBBED HIGH PERFORMANCE POLYPROPYLENE PIPE AND SHALL HAVE A SMOOTH INTERIOR AND ANNULAR EXTERIOR CORRUGATION AND SHALL MEET OR EXCEED ASTM F2881 AND AASHTO M330. ONLY PIPE ON THE STATE OF LOUISIANA QUALIFIED PRODUCTS LIST 66 WILL BE PERMITTED WITH TYPE 3 JOINTS.

2. ALL PIPE JOINTS SHALL BE WRAPPED WITH A 36" WIDE PIECE OF PLASTIC FILTER CLOTH (LA D.O.T.D. SPECIFICATIONS FOR ROADS AND BRIDGES 2000 EDITION, SECTION 1019) CENTERED ON THE JOINT AND LAPPED 36".

3. TRENCHES WITHIN STREET RIGHT–OF–WAY SHALL BE BACKFILLED WITH PUMPED RIVER SAND. OTHER TRENCHES MAY BE BACKFILLED WITH SELECT MATERIAL FROM EXCAVATION.

4. DRAIN DITCHES CROSSING THE RIGHT–OF–WAY SHALL BE MUCKED OUT (MINIMUM OF 24") OR UNTIL GOOD SOIL IS REACHED WHICHEVER IS GREATER AND FILLED WITH PUMPED RIVER SAND. WHERE DITCHES CROSS THE LOTS, IT SHALL BE MUCKED OUT AND FILLED WITH SELECT MATERIAL AND MATERIAL FROM EXCAVATION.

5. THE CONTRACTOR SHALL PREPARE AND FURNISH THE ENGINEER WITH AN AS–BUILT DRAINAGE PLAN SHOWING STREET GRADES. ALL STRUCTURES MUST BE LOCATED BY STATIONS TIED TO A KNOWN POINT SUCH AS A PROPERTY CORNER OR CROSSES AT CENTERLINE OF THE STREETS. CONTRACTOR MUST OBTAIN TOP OF CASTING ELEVATIONS AND INVERTS OF ALL DRAINAGE STRUCTURES.

6. CONTRACTOR TO USE PROPER PIPE PULLER DEVICES (MECHANICAL DEVICE) FOR TIGHTENING JOINTS FOR 36" DIAMETER RCP AND LARGER.

7. BEDDING FOR ALL DRAIN PIPE SHALL CONFORM TO THE PIPE MANUFACTURER'S REQUIREMENTS.

8. BACKFILL MATERIAL SHALL BE THOROUGHLY COMPACTED UNDER HAUNCHES AND THEN COMPACTED IN LAYERS NOT EXCEEDING 12 INCHES COMPACTED THICKNESS. EACH LAYER SHALL BE COMPACTED BY APPROVED METHODS TO AT LEAST 95 PERCENT OF MAXIMUM DENSITY PRIOR TO PLACEMENT OF A SUBSEQUENT LAYER. EXPOSED SLOPES AT THE CONDUIT ENDS SHALL BE COVERED BY AT LEAST 6 INCHES COMPACTED THICKNESS OF PLASTIC SOIL BLANKET.

9. A DENSITY TEST WILL BE REQUIRED AT 200 FEET INTERVALS, PER LAYER, ALONG A CONTINUOUS DRAIN LINE THAT MAY VARY IN SIZE, ALTERNATING FROM ONE SIDE OF THE PIPE TO THE OTHER. FOR PIPE LENGTHS LESS THAN 200 FEET, ONE TEST WILL BE REQUIRED PER LAYER.

10. PVC DRAIN PIPES BENEATH PROPOSED ROADWAYS SHALL HAVE A MINIMUM DEPTH OF COVER OF TWO (2) FEET DURING CONSTRUCTION. MATERIAL SHALL BE ADDED AS REQUIRED TO MAINTAIN THE MINIMUM 2 FEET OF COVER PRIOR TO PLACEMENT OF CONCRETE.

11. THE MINIMUM DEPTH OF COVER BENEATH PAVEMENT SHALL BE ONE (1) FOOT AT THE COMPLETION OF CONSTRUCTION. COVER FOR PIPE BENEATH PAVEMENT SHALL BE MEASURED FROM THE TOP OF PIPE TO THE BOTTOM OF CONCRETE. THE MINIMUM DEPTH OF COVER FOR PIPE LOCATED BEHIND BACK OF CURB SHALL BE 24 INCHES.

12. THE PARISH RESERVES THE RIGHT AT ANY TIME DURING CONSTRUCTION TO EXCAVATE, AT THE PARISH'S EXPENSE, ANY SECTION OF PIPE TO MONITOR COMPLIANCE WITH MANUFACTURER'S BEDDING REQUIREMENTS. SHOULD THE EXPOSED PIPE REVEAL IMPROPER BEDDING, THE ENTIRE JOB OR A PORTION THEREOF AT THE DIRECTOR'S DISCRETION SHALL BE EXCAVATED AT THE OWNER'S EXPENSE AND ANY DIFFERENCES CORRECTED.

13. NO SOONER THAN 30 DAYS AFTER INSTALLATION OF PVC PIPE, A FIVE DEFLECTION TEST SHALL BE REQUIRED. THE DEVELOPER MUST PAY THE TESTING FEE FOR THE LABORATORIES SELECTED BY THE PARISH. ANY PIPE SECTION THAT FAILS THE TEST WILL HAVE TO BE EXCAVATED AND REINSTALLED WITH PROPER BEDDING.

14. COPIES OF ALL TESTING REPORTS SHALL BE FORWARDED TO THE ST. TAMMANY PARISH DEPARTMENT OF ENGINEERING.

15. PROPOSED PLASTIC PIPE (RIBBED) FOR DRAIN TIE–IN SHALL USE ONE STANDARD DOUBLE GASKET, POSITIONED ON THE PIPE IN THE CENTER OF THE MANHOLE WALL.

16. CORRUGATED METAL PIPE SHALL CONFORM TO LADOTD SPECIFICATIONS.

17. 21–INCH OR SMALLER DIAMETER SHALL HAVE 14 GAUGE THICKNESS AND 24–INCH OR LARGER DIAMETER SHALL HAVE 12 GAUGE THICKNESS.

18. ALL DITCHES AND POND SIDE SLOPES SHALL BE HYDRO SEEDED, SUDDED, OR APPROVED EQUAL

TRAFFIC NOTES

(TO BE USED IN CONJUNCTION WITH LA DOTD STANDARD DRAWINGS TC–00(A) – TC–00(D), TC–03, AND TC–04)

1. THE CONTRACTOR SHALL DESIGN AND APPLY ALL SIGNALS, PAVEMENT MARKINGS, CHANNELIZING DEVICES, AND ALL WARNING SIGNS IN ACCORDANCE WITH "THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", 1988 EDITION AS REVISED.

2. CHANNELIZING AND DELINEATION DEVICES SHALL BE USED TO MARK ALL CONSTRUCTION AREAS. THESE SHALL BE TYPE II AND/OR TYPE III BARRICADES AND/OR BARRELS, ALL FULLY REFLECTORIZED AND WITH LIGHTS.

3. ALL EXISTING OR TEMPORARY TRAFFIC CONTROL DEVICES (MARKINGS, SIGNS, ETC.), NO LONGER REQUIRED, SHALL BE REMOVED OR OBLITERATED BY THE CONTRACTOR. THE ORIGINAL ROADWAY CONDITIONS SHALL BE RESTORED BY THE CONTRACTOR.

4. ALL TRAFFIC CONTROL DEVICES NOT APPLYING TO AN APPROPRIATE SITUATION SHALL BE COVERED OR REMOVED.

5. ON CLOSED SECTIONS OF THE ROADWAY, THE CONTRACTOR SHALL PROVIDE ACCESS FOR LOCAL TRAFFIC ONLY.

6. ALL EXCAVATIONS SHALL BE COVERED, BACKFILLED, OR PROTECTED AND FULLY DELINEATED AT NIGHT AND WHEN WORK IS NOT IN PROGRESS.

7. WHEN APPROVED BY THE ENGINEER, DURING ONE–LANE ROAD OPERATIONS, THE CONTRACTOR SHALL BE PERMITTED TO TOTALLY BLOCK THE ROAD FOR NO LONGER THAN 5 MINUTES AT A TIME. FLAGMAN CONTROL WILL BE REQUIRED AS PER STANDARD DRAWINGS HS–01.

8. CONTRACTOR SHALL CHECK TRAFFIC CONTROL DEVICES ON A DAILY BASIS WHEN BEGINNING AND ENDING THE WORK DAY, AS A MINIMUM. ON WEEKENDS, THEY SHALL BE CHECKED AT A MINIMUM OF ONCE PER DAY.

9. FLAGMAN AND/OR SHERIFF'S CONTROL SHALL BE PROVIDED AS NEEDED FOR SAFETY AT NO DIRECT PAYMENT.

10. DURING CONSTRUCTION, ANY ADDITIONAL TRAFFIC CONTROL DEVICES REQUIRED BY THE ENGINEER, THE OWNER, OR THE CONTRACTOR SHALL BE PROVIDED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

11. ALL MATERIALS/MACHINES SHALL BE STORED OUTSIDE OF ROAD SURFACE CREATING NO SIGHT DISTANCE PROBLEMS, AND FULLY DELINEATED AS IN NOTE NO. 2.

12. CONTRACTOR SHALL PROVIDE TEMPORARY PEDESTRIAN ACCESS IF CONSTRUCTION BARRICADES ARE BLOCKING THE EXISTING SIDEWALK.

PLOT 1=1
20–2048 02 – General Notes And Legend.dwg

project no. 20-2048
drawn CDR, MJM, SKB
checked MJF
date 7-10-2025
revised

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GENERAL NOTES

OAK PARK DRAINAGE IMPROVEMENTS - PHASE 1

ST. TAMMANY PARISH, OWNER

MANDEVILLE, LA

sheet no.
2
of ____ sheets

LEGEND:

- 0.15% — ROADSIDE SWALE SLOPE
- 15.75 — PROPOSED SWALE/DITCH ELEVATION
- 17.50 — PROPOSED ROADWAY GRADE
- TEMPORARY SEDIMENTATION BARRIER (HAY BALES)
- PROPOSED DRAIN LINE
- PROPOSED DROP INLET
- 16.5 — EXISTING ELEVATION (LIDAR)
- PROPOSED SWALE/DITCH
- PROPOSED ROADWAY
- PROPOSED LOT DRAINAGE DIRECTION
- # — DRIVEWAY TRENCH DRAIN GRATE SIZE
- XX.XX — REQUIRED LOT PAD ELEVATION. NOTE: FOR ROWS OF LOTS WITH THE SAME GRADE, ONLY ENDS SHOWN.

PHASING NOTES:

1. PHASE 1 (INCLUDED IN THIS CONTRACT) CONSISTS WORK ON THE FOLLOWING STREETS AND STATIONS:

   A. HELEN DRIVE–STATION 301+00 TO STATION 327+51.27
   B. OAK PARK DRIVE–STATION 200+00 TO STATION 216+00
   C. CHERYL STREET–STATION 100+00 TO STATION 111+25
   D. GAIL STREET–STATION 400+00 TO STATION 408+50

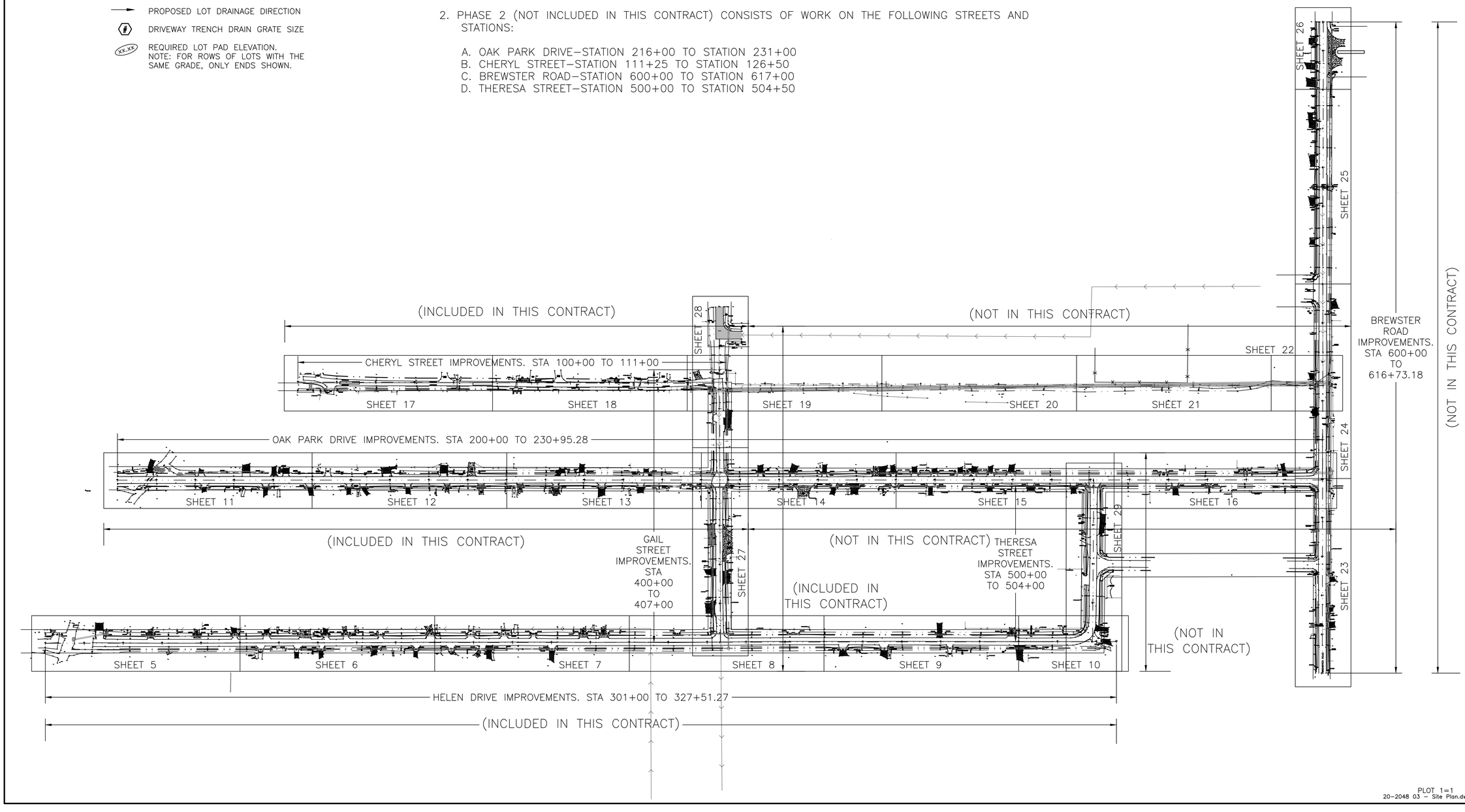
2. PHASE 2 (NOT INCLUDED IN THIS CONTRACT) CONSISTS OF WORK ON THE FOLLOWING STREETS AND STATIONS:

   A. OAK PARK DRIVE–STATION 216+00 TO STATION 231+00
   B. CHERYL STREET–STATION 111+25 TO STATION 126+50
   C. BREWSTER ROAD–STATION 600+00 TO STATION 617+00
   D. THERESA STREET–STATION 500+00 TO STATION 504+50

GRAPHIC SCALE

120 0 60 120 240 480

(IN FEET)
1 inch = 120 ft.



PLOT 1=1
20-2048 03 – Site Plan.dwg

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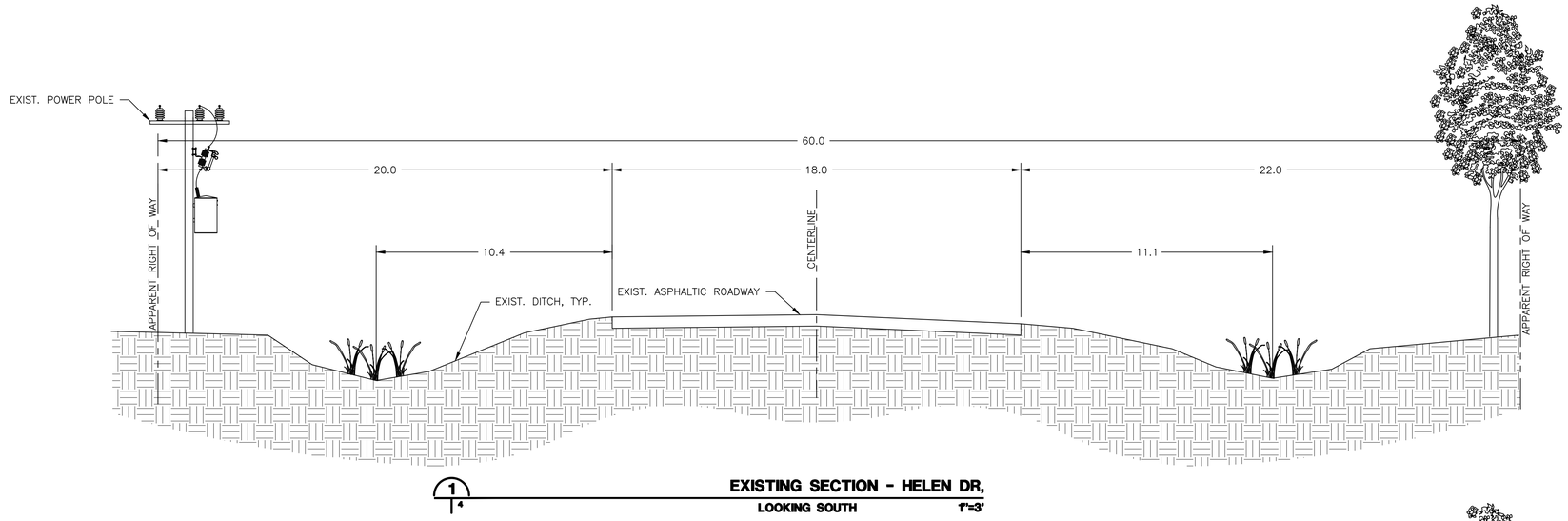
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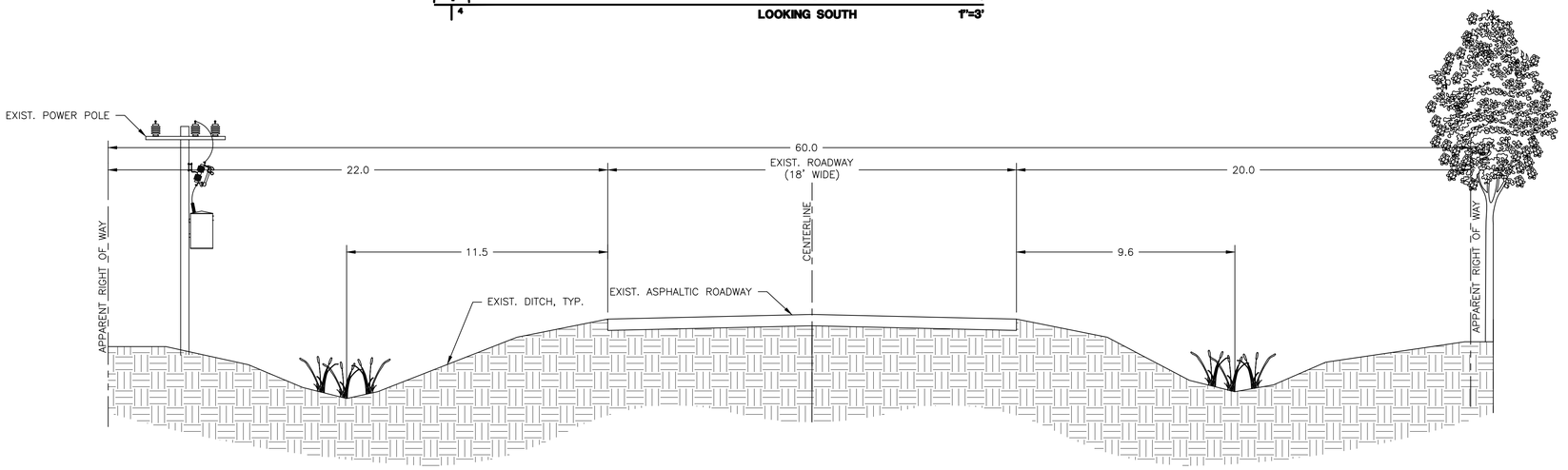
KEY MAP AND LEGEND

OAK PARK DRAINAGE IMPROVEMENTS - PHASE 1
ST. TAMMANY PARISH, OWNER
MANDEVILLE, LA

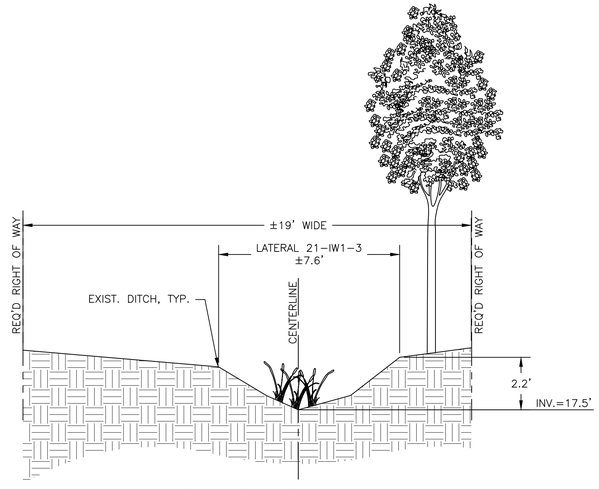
sheet no.
3
of ____ sheets



1/4 EXISTING SECTION - HELEN DR,
LOOKING SOUTH 1"=3'



2/4 EXISTING SECTION - OAK PARK DR.
LOOKING SOUTH 1"=3'



3/4 EXISTING SECTION - LATERAL 1-IWI-3
LOOKING NORTH 1"=3'

NEW CULVERTS NOT
SHOWN AT THIS TIME

project no. 20-2048
drawn CDR, MJM, SKB
checked MJF
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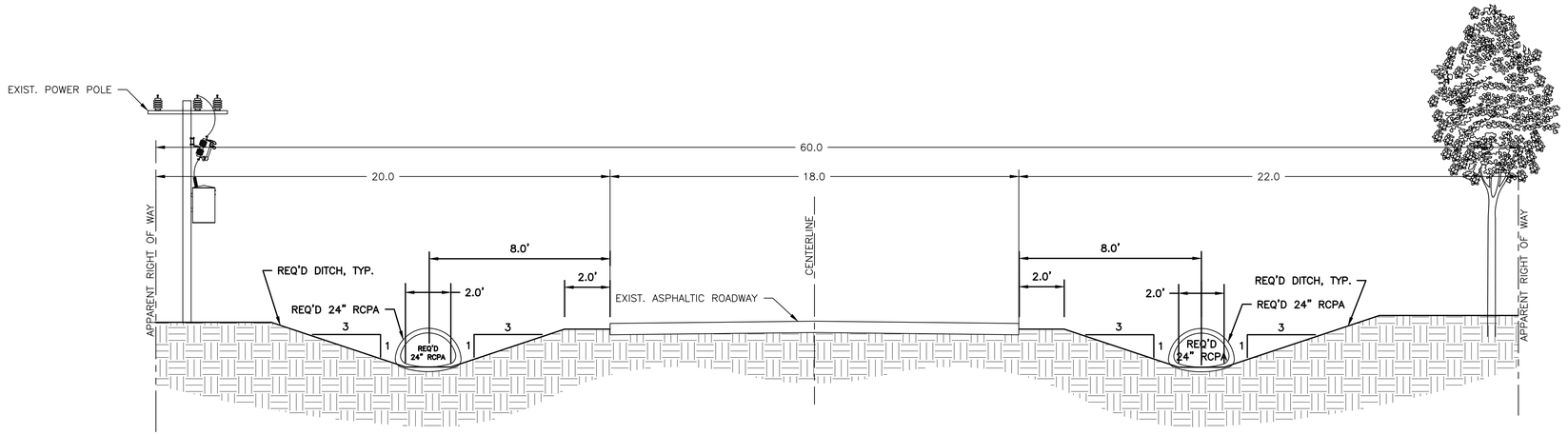
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TYPICAL SECTIONS

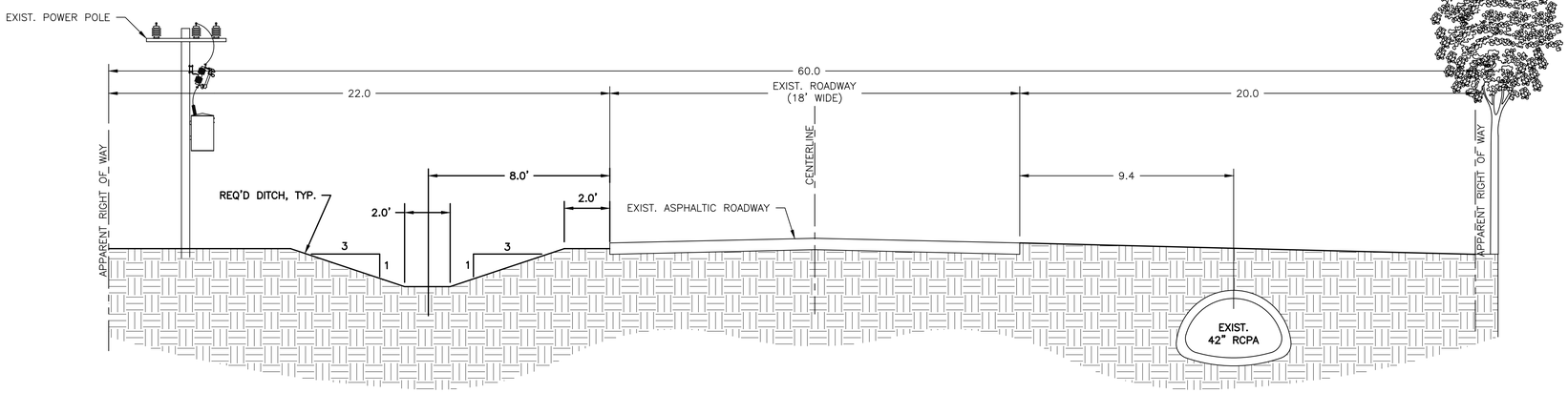
OAK PARK DRAINAGE IMPROVEMENTS - PHASE 1
ST. TAMMANY PARISH, OWNER
MANDEVILLE, LA

sheet no.
4
of ____ sheets

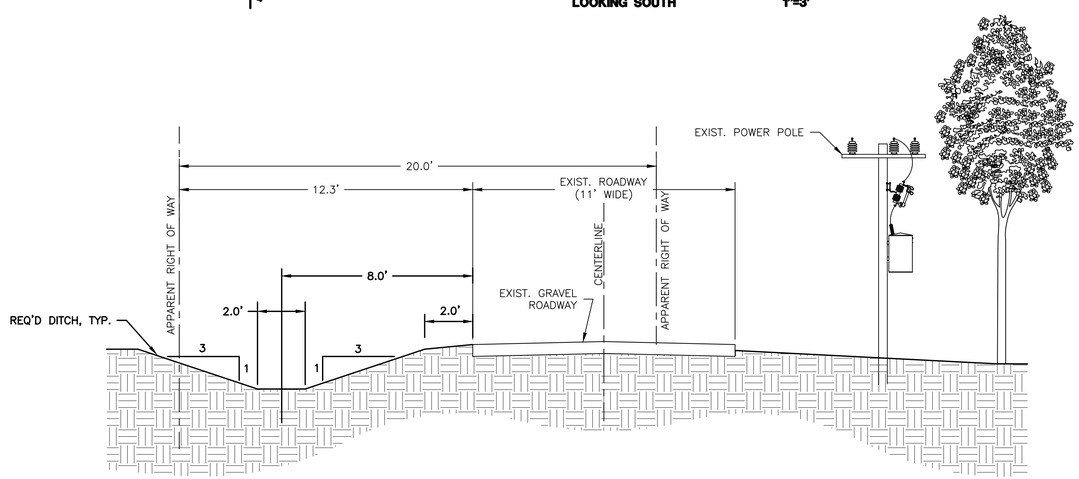
PLOT 1=1
20-2048 04 - Typicals.dwg



1/4 PROPOSED SECTION - HELEN DR,
LOOKING SOUTH 1"=3'



2/4 PROPOSED SECTION - OAK PARK DR.
LOOKING SOUTH 1"=3'



3/4 PROPOSED SECTION - CHERYL STREET
LOOKING SOUTH 1"=3'

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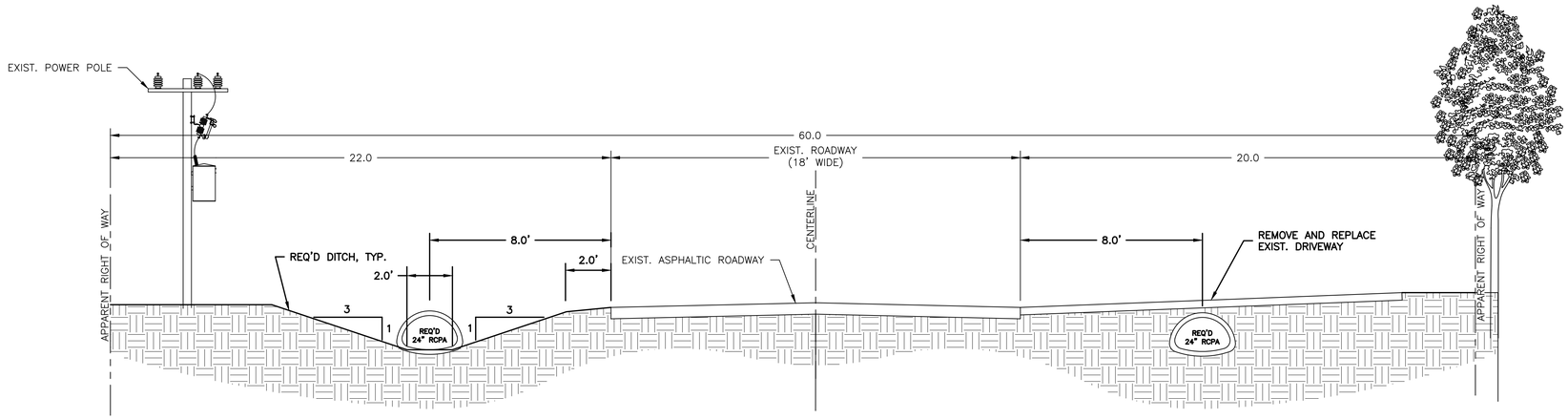
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TYPICAL SECTIONS

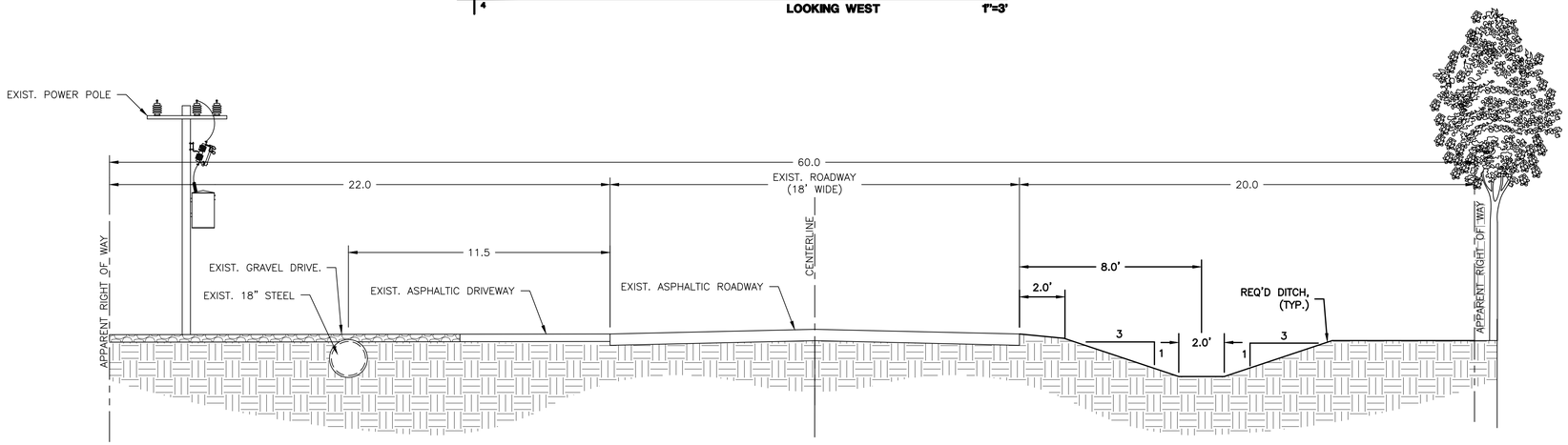
OAK PARK DRAINAGE IMPROVEMENTS - PHASE 1
ST. TAMMANY PARISH, OWNER
MANDEVILLE, LA

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4A
of ____ sheets

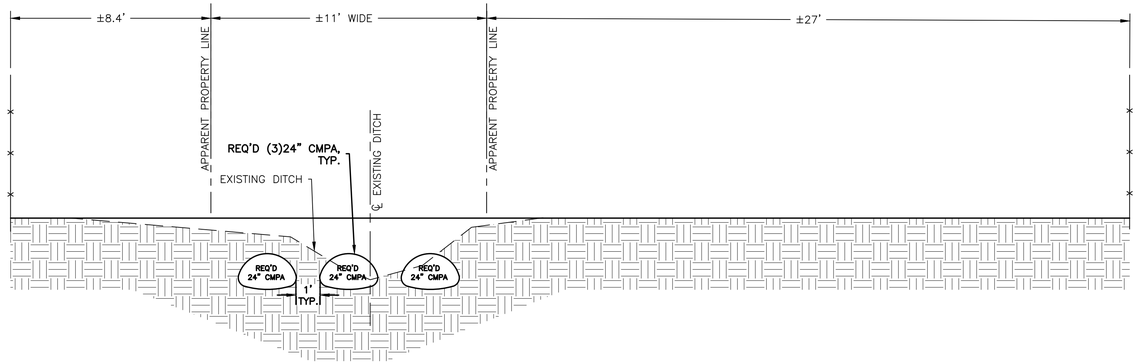
PLOT 1=1
20-2048 04 - Typicals.dwg



1 / 4 **PROPOSED SECTION - GAIL STREET**
LOOKING WEST 1"=3'



2 / 4 **PROPOSED SECTION - THERESA STREET**
LOOKING EAST 1"=3'



3 / 4 **PROPOSED SECTION - LATERAL 2-IWI-3**
LOOKING NORTH 1"=3'

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drawn CDR, MJM, SKB
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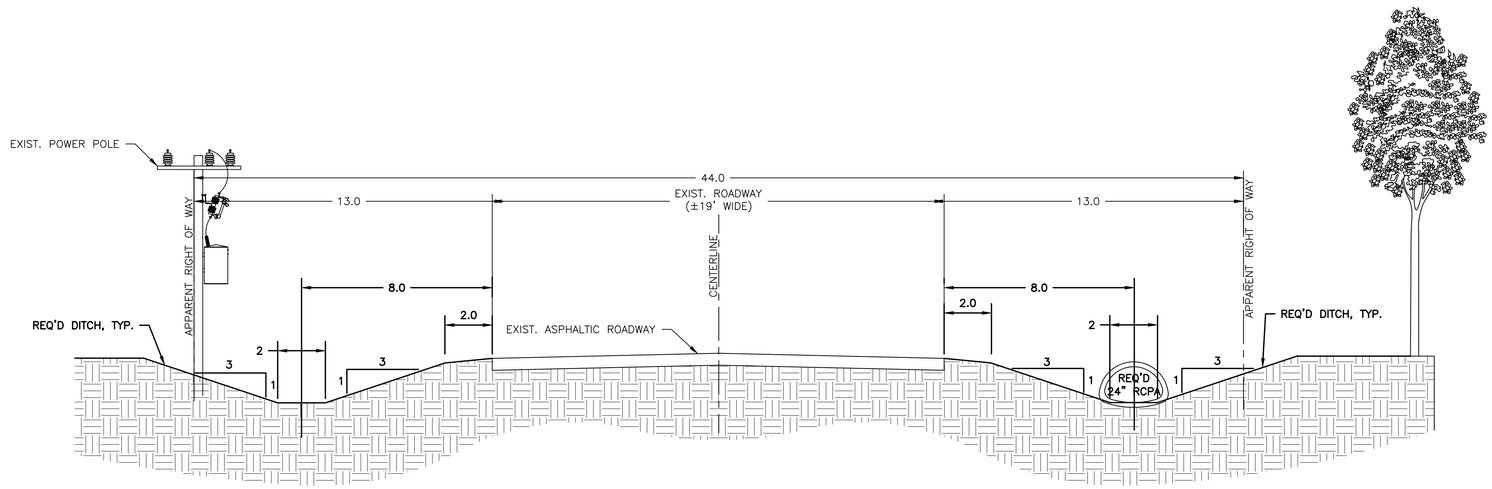
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TYPICAL SECTIONS

OAK PARK DRAINAGE IMPROVEMENTS - PHASE 1
ST. TAMMANY PARISH, OWNER
MANDEVILLE, LA

sheet no.
4B
of ____ sheets

PLOT 1=1
20-2048 04 - Typicals.dwg



1/4 PROPOSED SECTION - BREWSTER ROAD

LOOKING WEST 1"=3'

PLOT 1=1
20-2048 04 - Typicals.dwg

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TYPICAL SECTIONS

OAK PARK DRAINAGE IMPROVEMENTS - PHASE 1

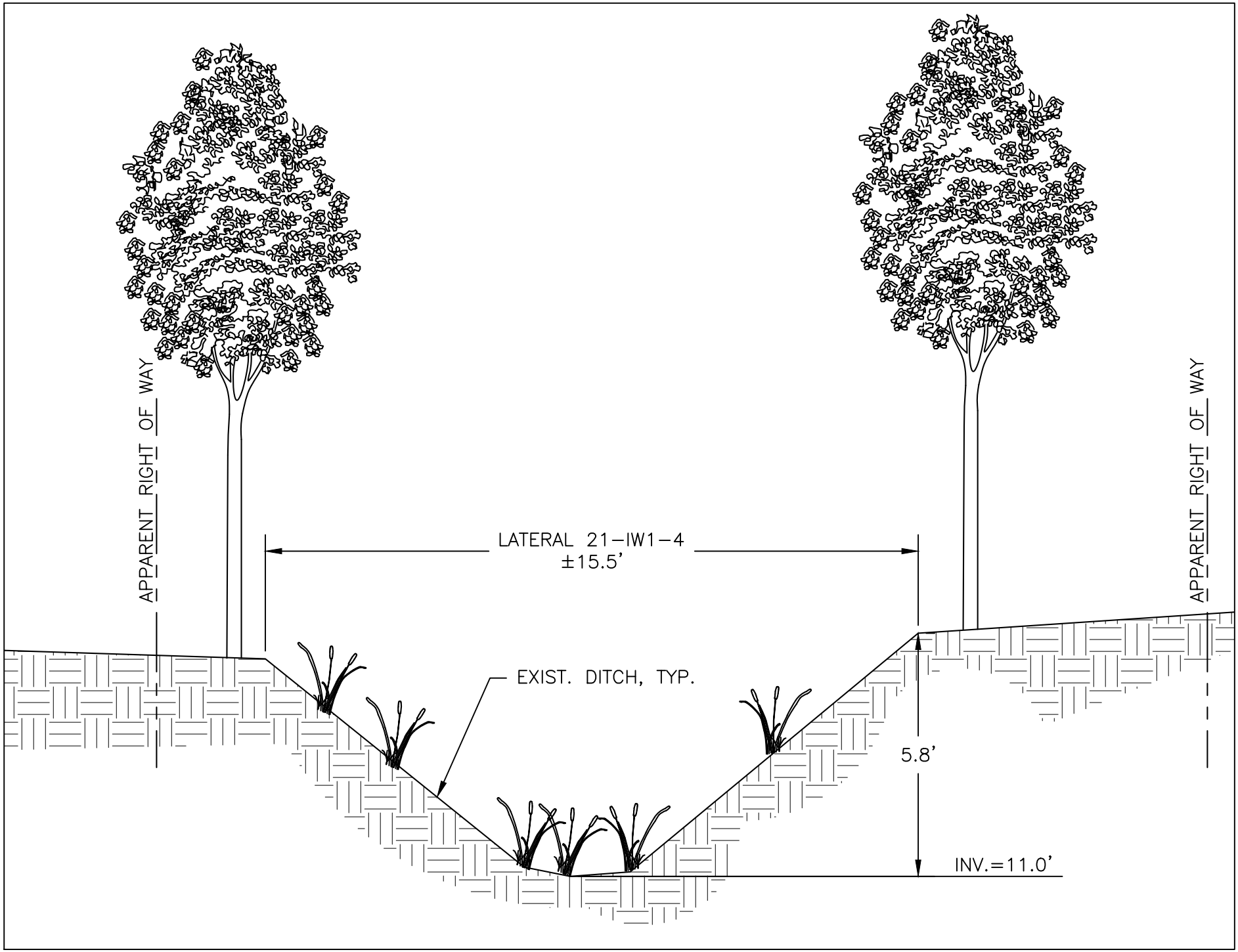
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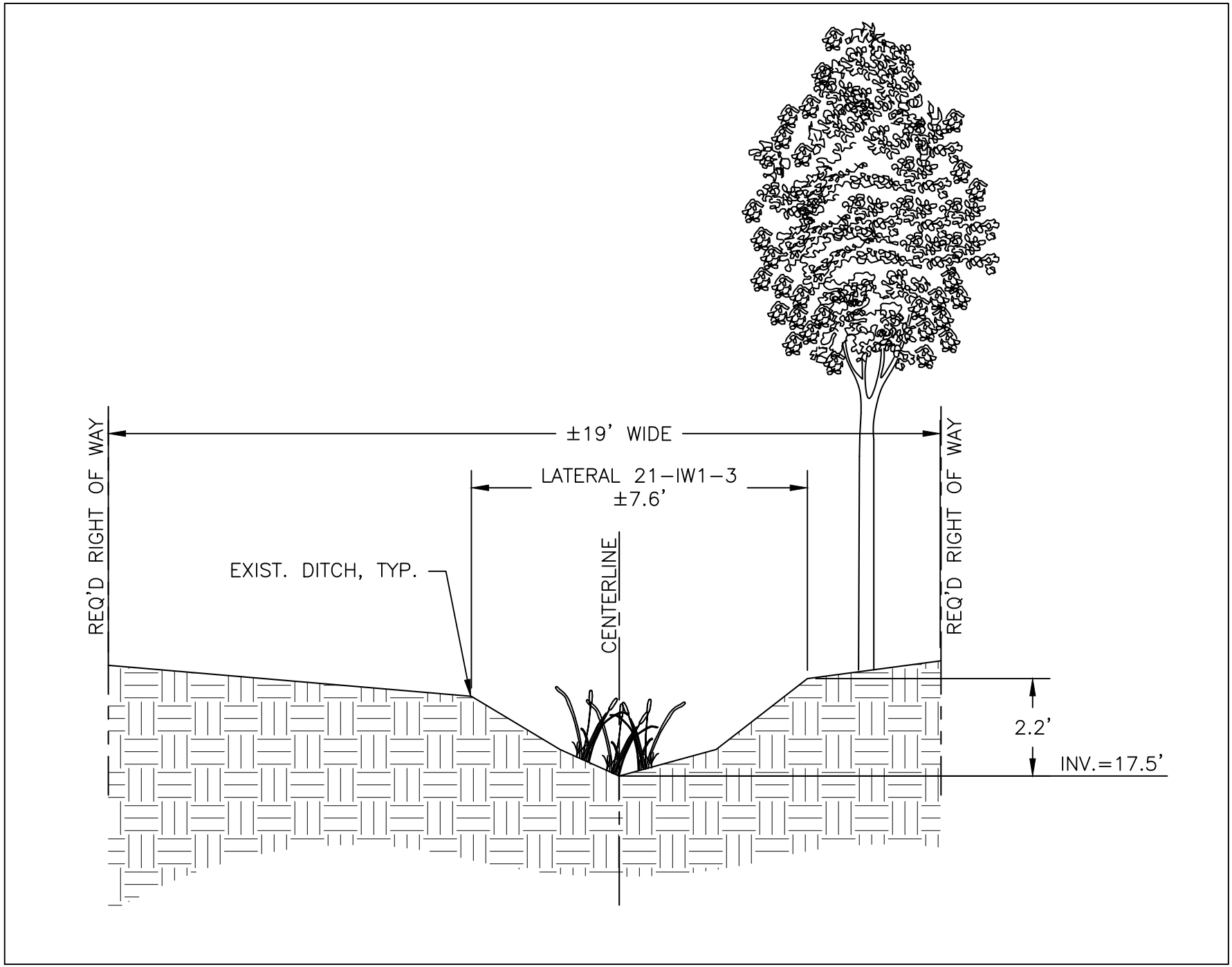
MANDEVILLE, LA

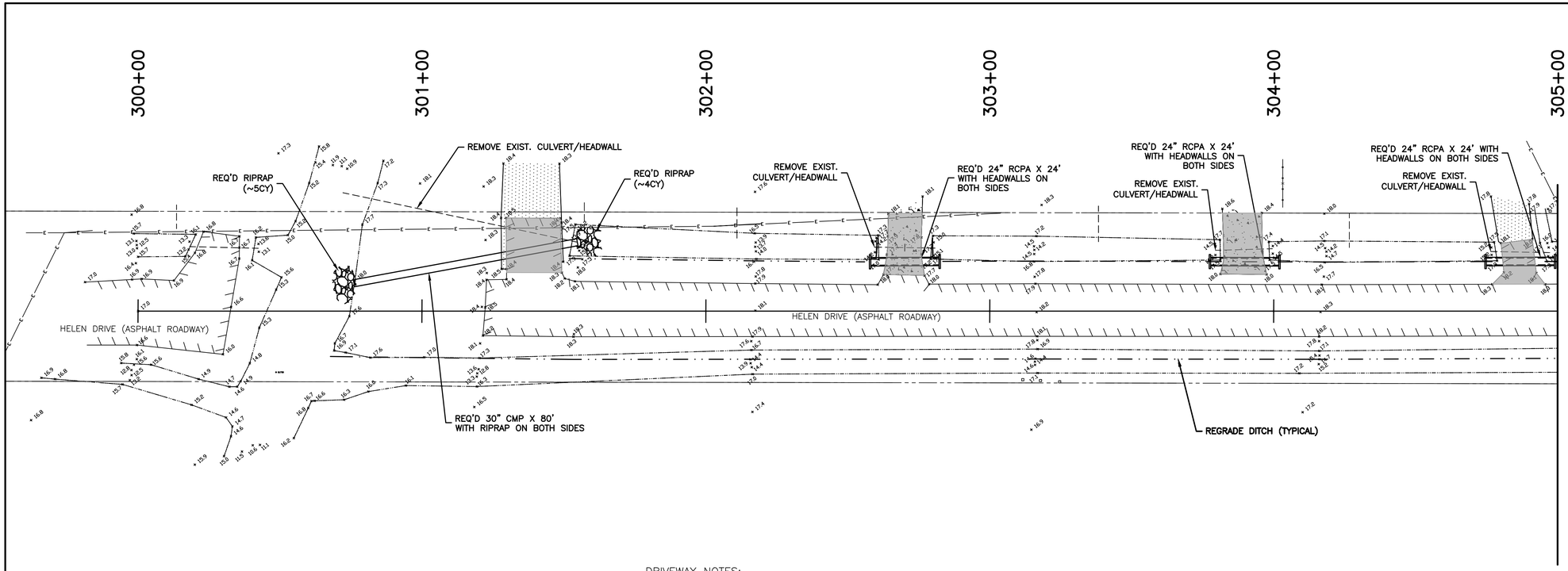
sheet no.

4C

of ____ sheets


APPARENT RIGHT OF WAY
LATERAL 21–IW1–4
±15.5'
APPARENT RIGHT OF WAY
EXIST. DITCH, TYP.
5.8'
INV.=11.0'


REQ'D RIGHT OF WAY
±19' WIDE
LATERAL 21–IW1–3
±7.6'
EXIST. DITCH, TYP.
CENTERLINE
REQ'D RIGHT OF WAY
2.2'
INV.=17.5'



DRIVEWAY NOTES:

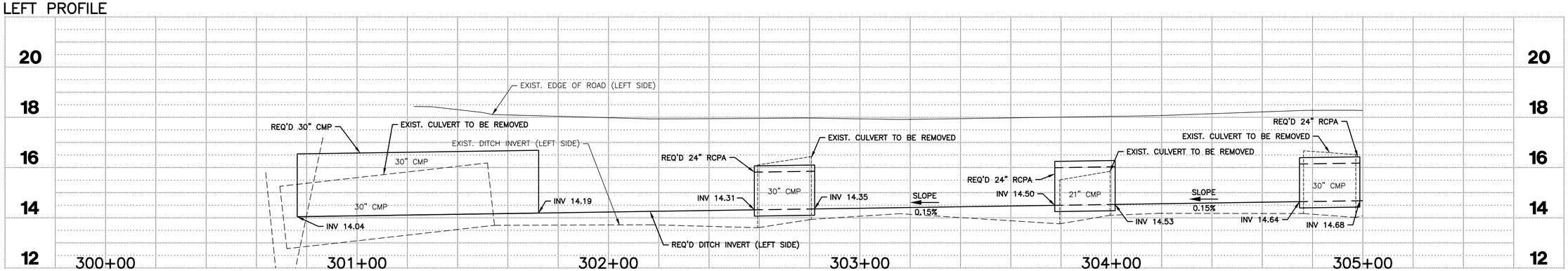
1. EXISTING DRIVEWAY SHALL BE REPLACED FROM EDGE OF ROAD TO NEAREST JOINT. SEE DETAIL WITH CONCRETE DRIVEWAY.
2. CONTRACTOR SHALL CLEAR AND GRUB ALL TREES, SHRUBS, AND VEGETATION WITHIN 16' FROM EDGE OF ROAD WITHIN PROJECT LIMITS.

GRAPHIC SCALE

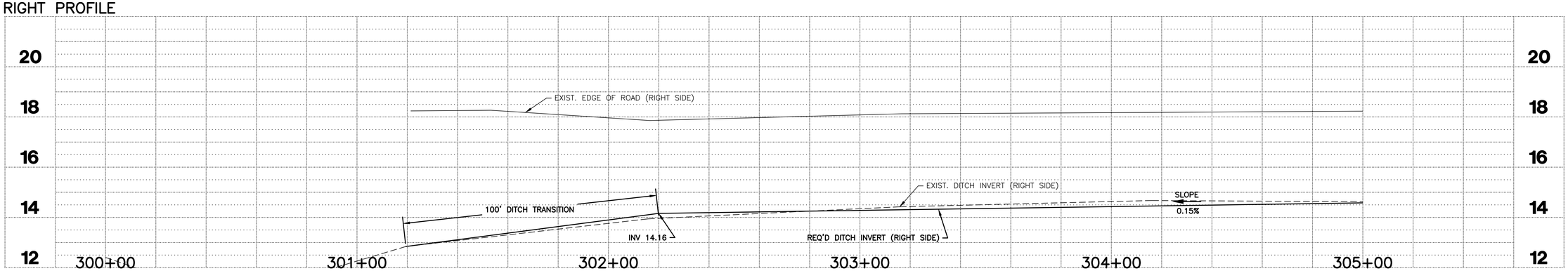
20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

LEFT PROFILE



RIGHT PROFILE



PLOT 1=1
20-2048 05-29 - Plan & Profile Sheets.dwg

project no. 20-2048
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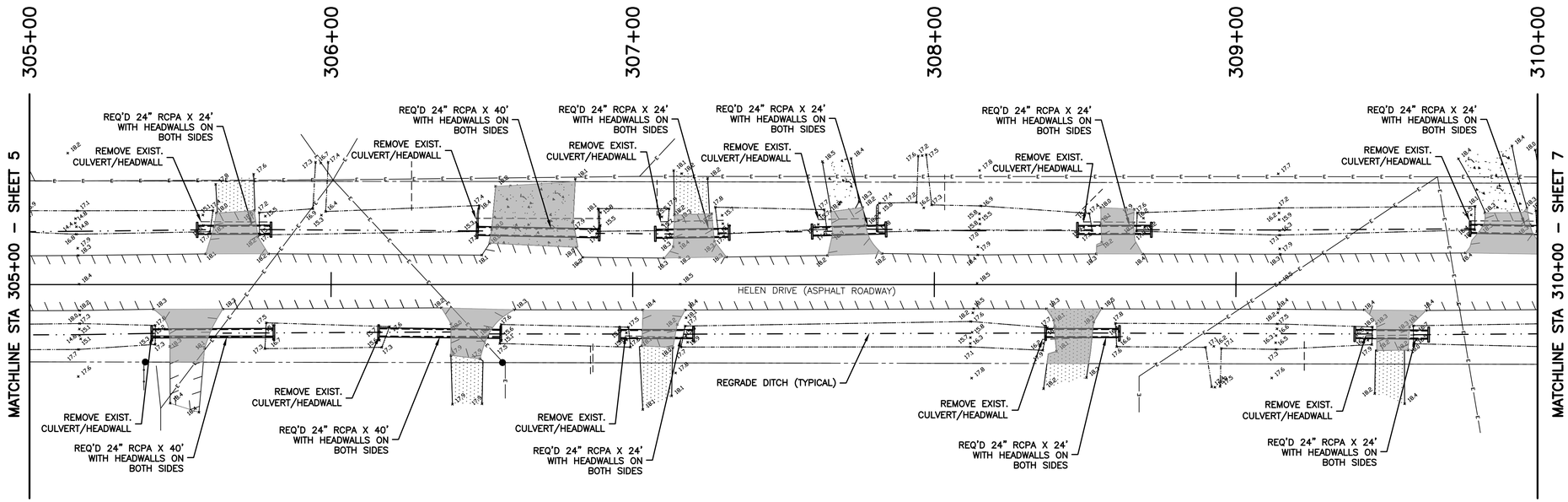
PLAN AND PROFILES - HELEN DRIVE

OAK PARK DRAINAGE IMPROVEMENTS - PHASE 1

ST. TAMMANY PARISH, OWNER

MANDEVILLE, LA

sheet no. 5 of ____ sheets



DRIVEWAY NOTES:

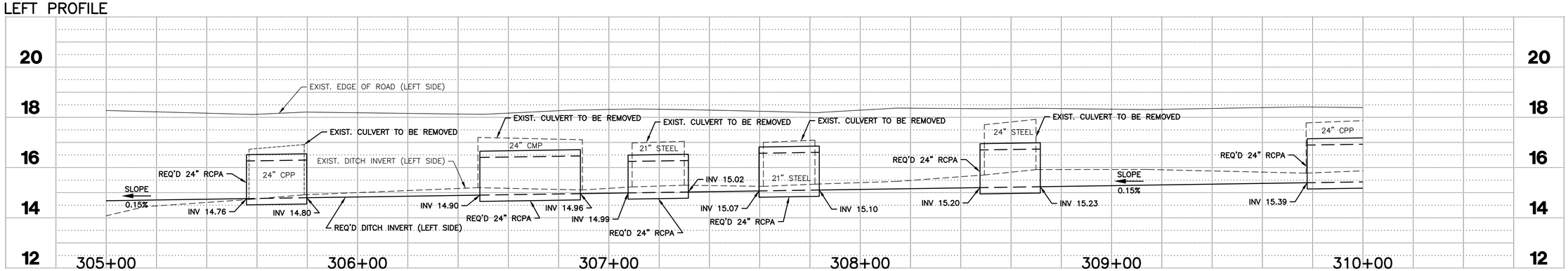
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GRAPHIC SCALE

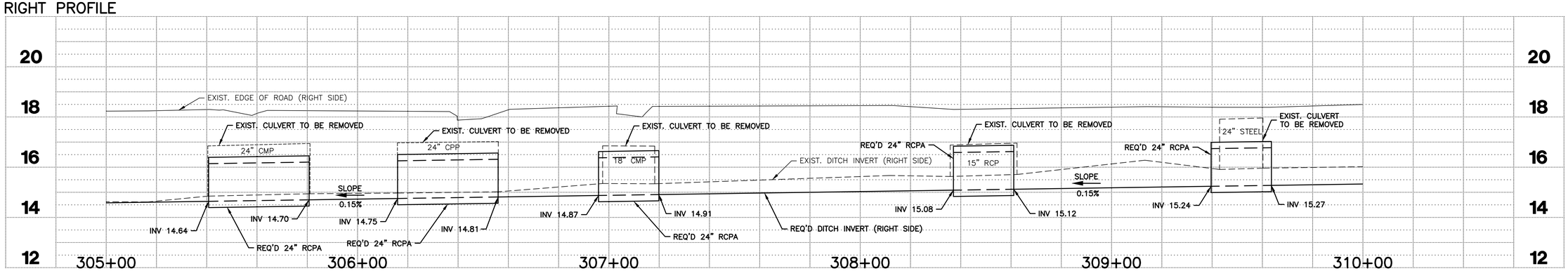
20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

LEFT PROFILE



RIGHT PROFILE



PLOT 1=1
20-2048 05-29 – Plan & Profile Sheets.dwg

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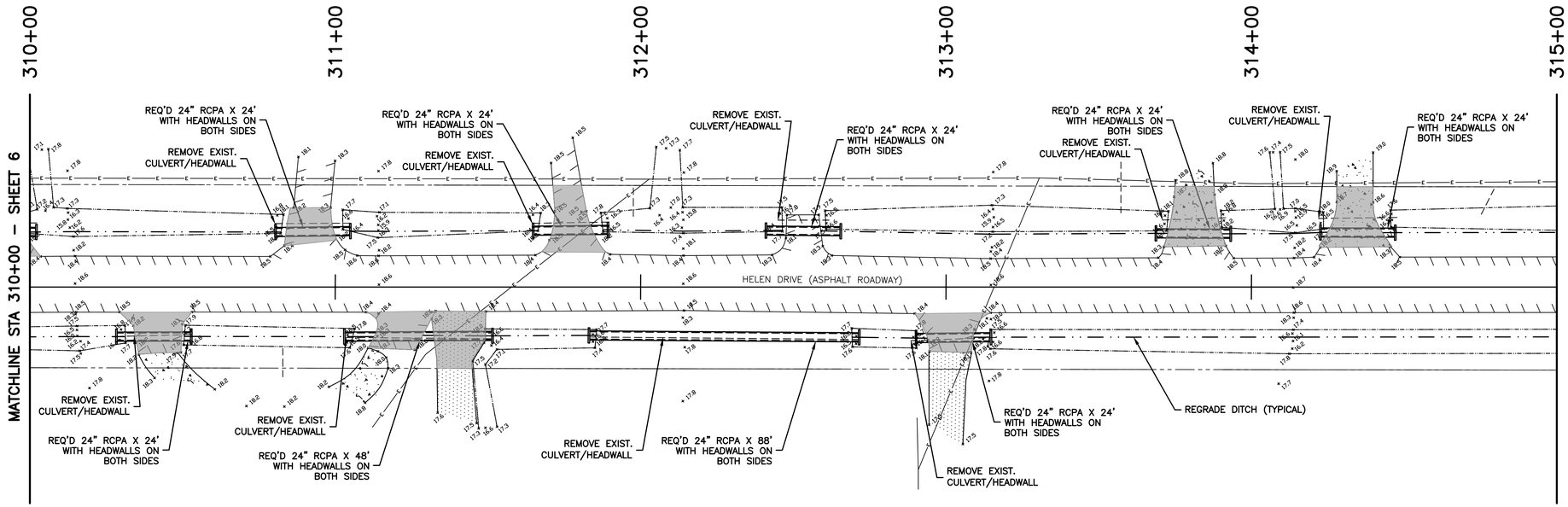
PLAN AND PROFILES - HELEN DRIVE

OAK PARK DRAINAGE IMPROVEMENTS - PHASE 1

ST. TAMMANY PARISH, OWNER

MANDEVILLE, LA

sheet no. 6 of ____ sheets



DRIVEWAY NOTES:

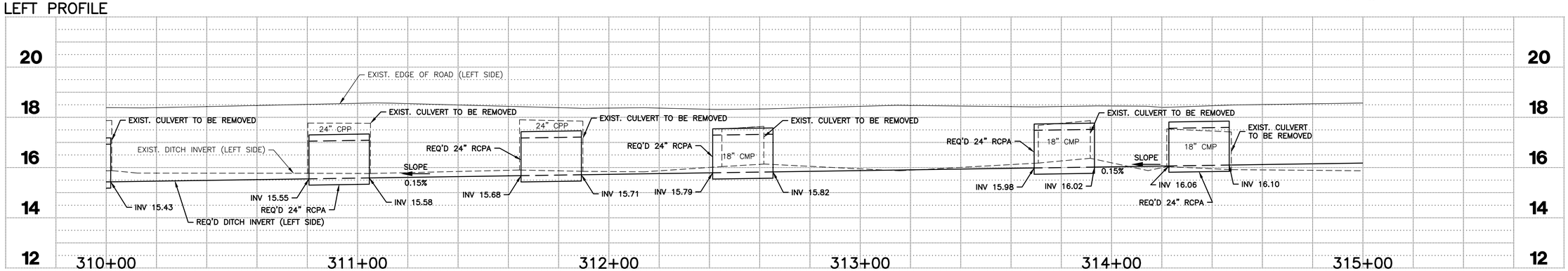
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GRAPHIC SCALE

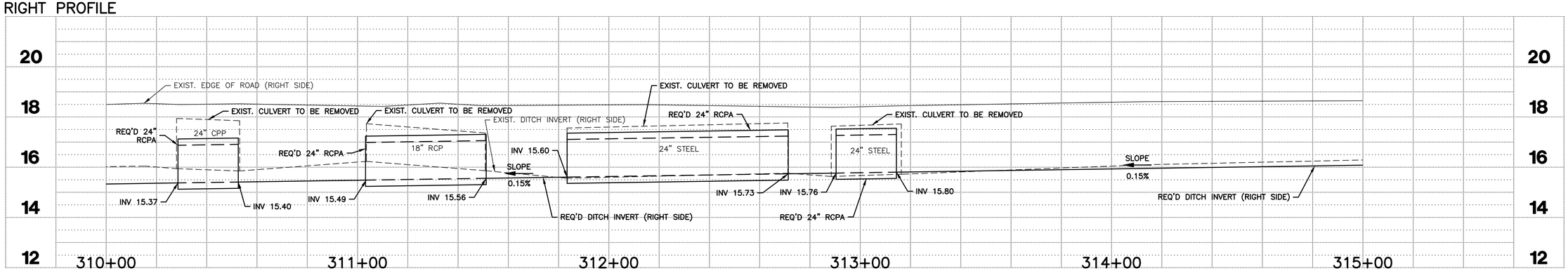
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(IN FEET)
1 inch = 20 ft.

LEFT PROFILE



RIGHT PROFILE



PLOT 1=1
20-2048 05-29 – Plan & Profile Sheets.dwg

project no. 20-2048
drawn CDR, MJM, SKB
checked MJF
date 7-10-2025
revised

STATE OF LOUISIANA
MATTHEW J. FALATI
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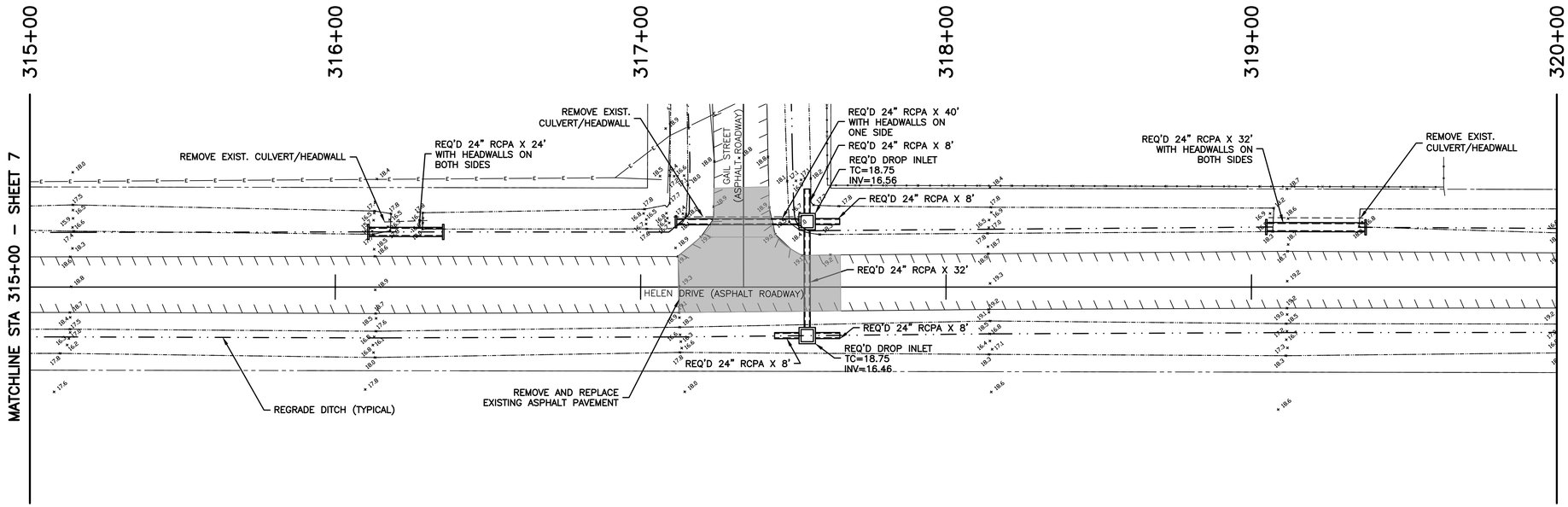
PLAN AND PROFILES - HELEN DRIVE

OAK PARK DRAINAGE IMPROVEMENTS - PHASE 1

ST. TAMMANY PARISH, OWNER

MANDEVILLE, LA

sheet no. 7 of ____ sheets



DRIVEWAY NOTES:

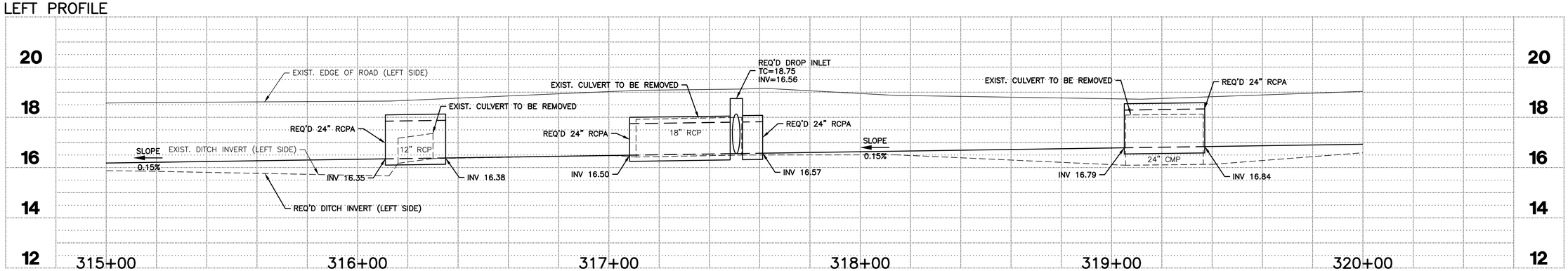
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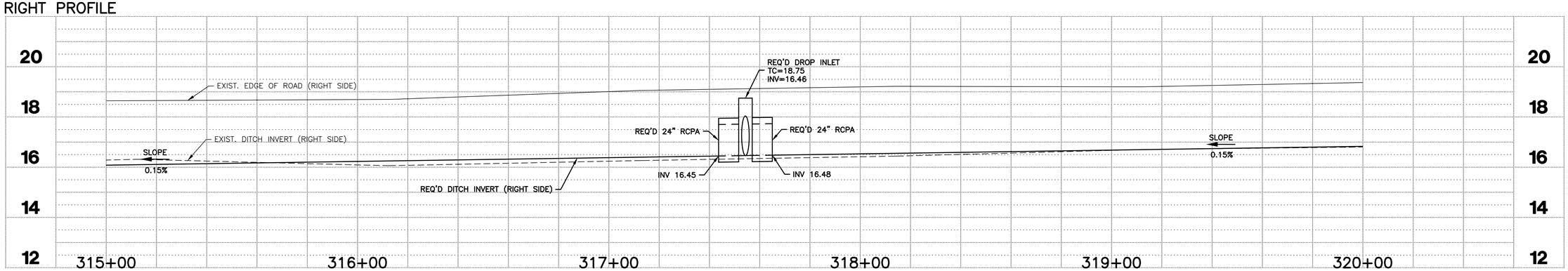
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(IN FEET)
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LEFT PROFILE



RIGHT PROFILE



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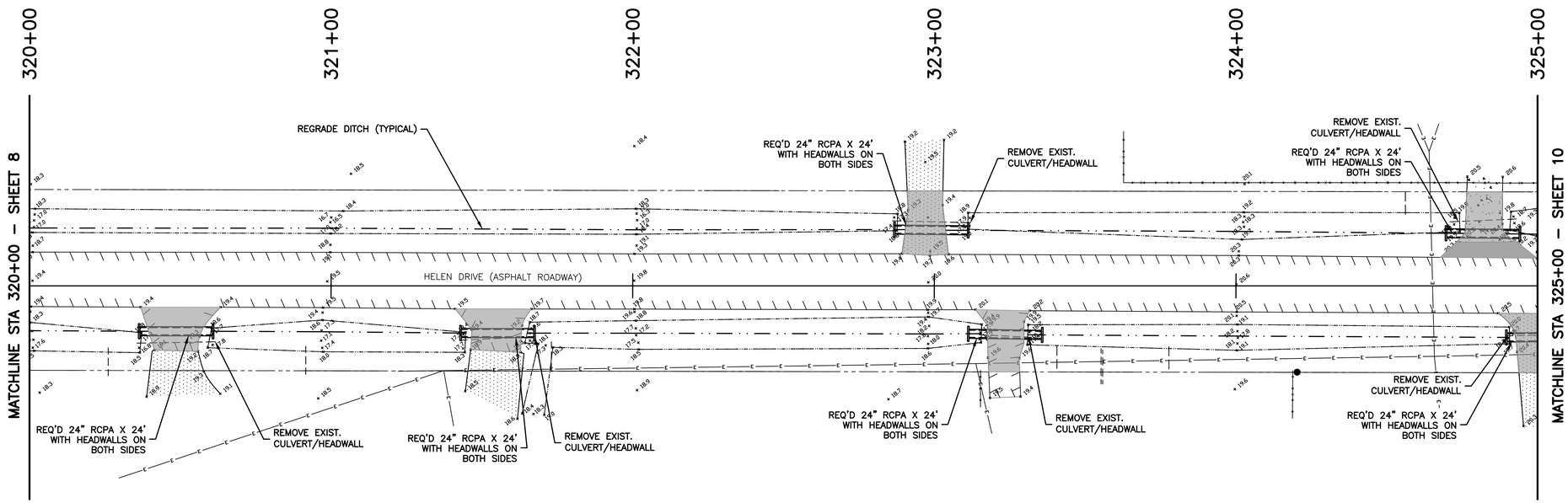
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MANDEVILLE, LA

sheet no. **8** of ____ sheets



DRIVEWAY NOTES:

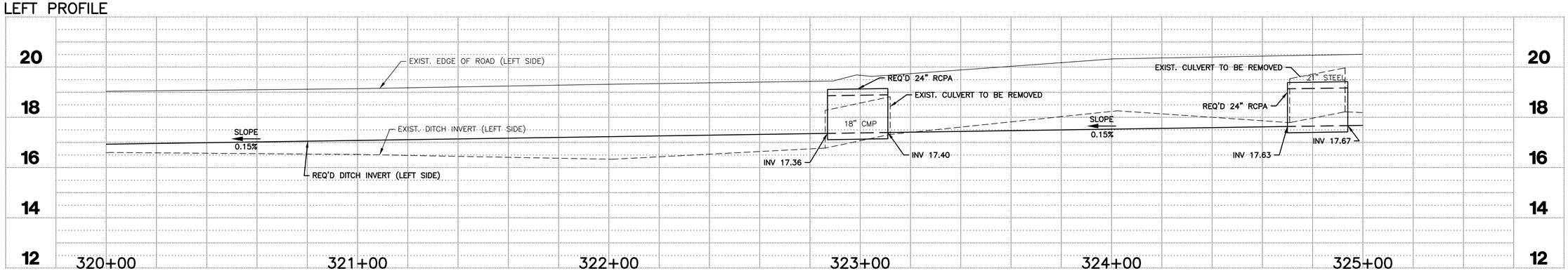
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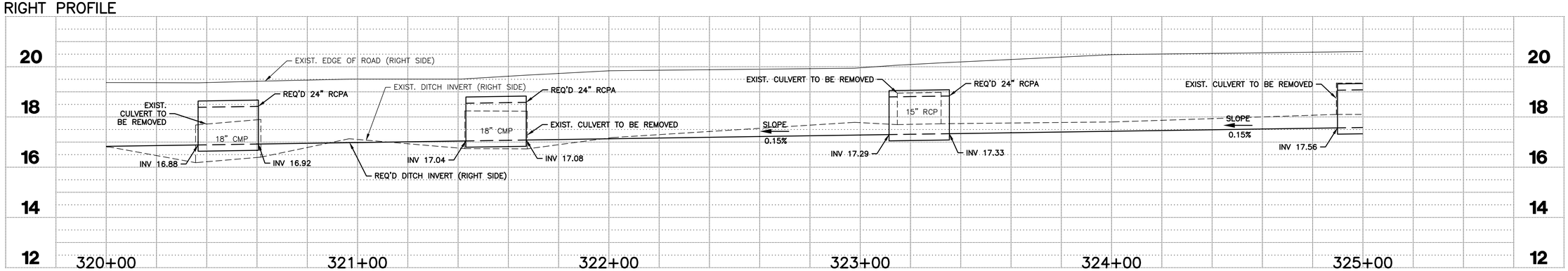
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(IN FEET)
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LEFT PROFILE



RIGHT PROFILE



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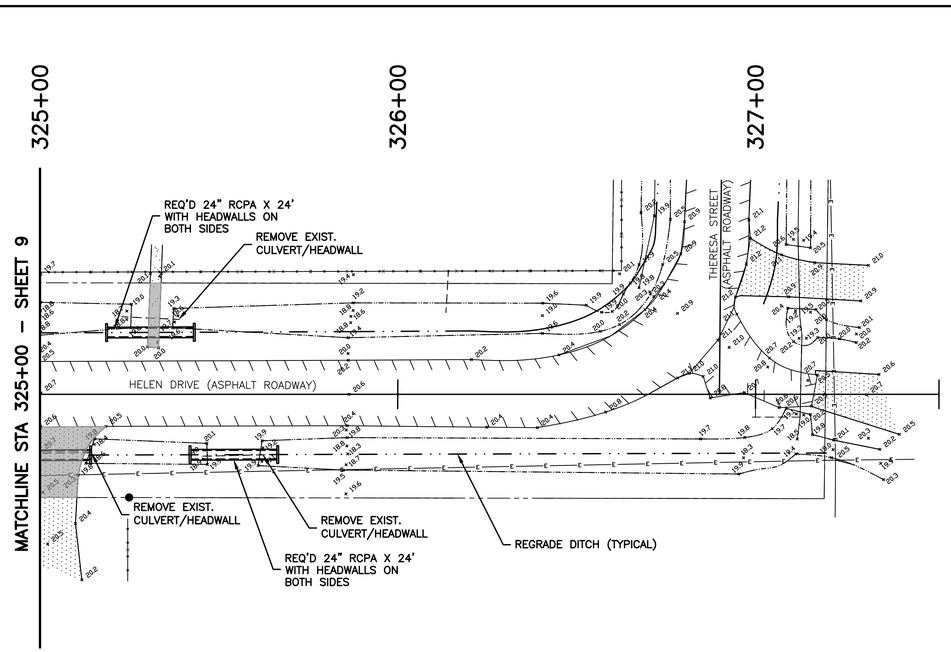
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ST. TAMMANY PARISH, OWNER

MANDEVILLE, LA

sheet no.
9
of ____ sheets



DRIVEWAY NOTES:

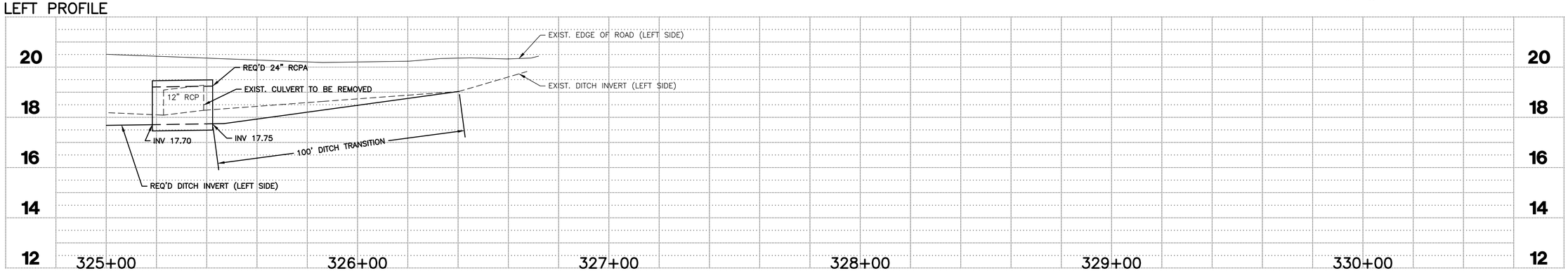
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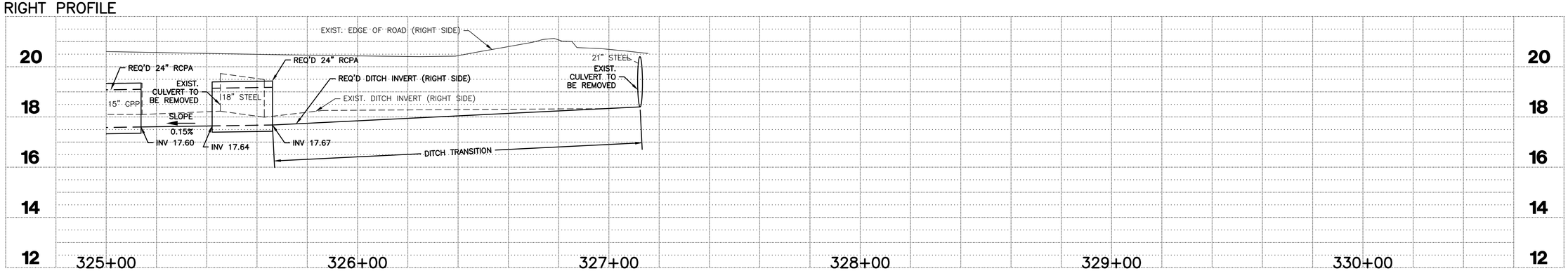
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RIGHT PROFILE



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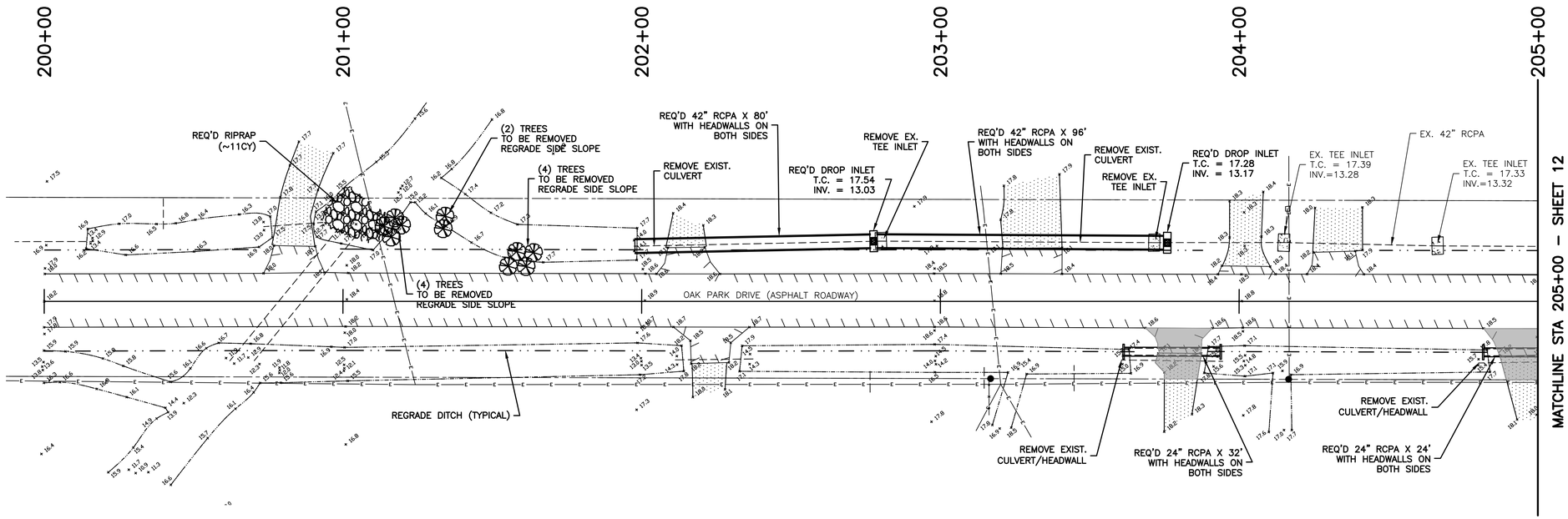
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OAK PARK DRAINAGE IMPROVEMENTS - PHASE 1

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MANDEVILLE, LA

sheet no.
10
of ____ sheets



DRIVEWAY NOTES:

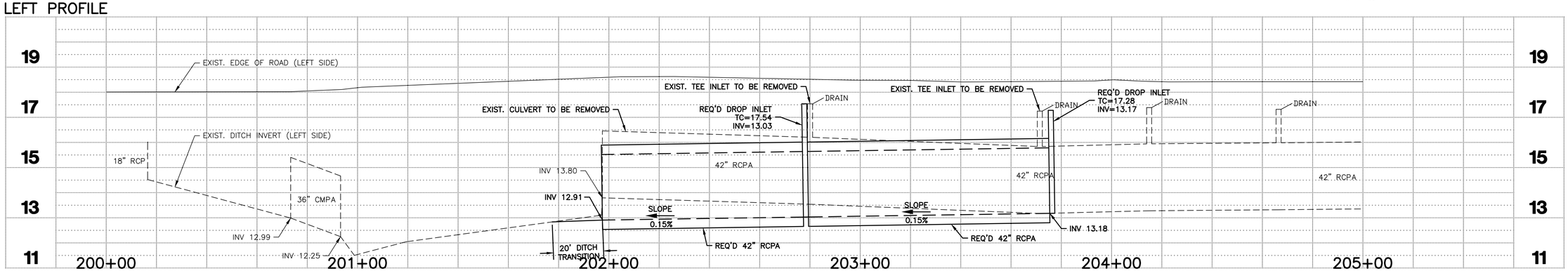
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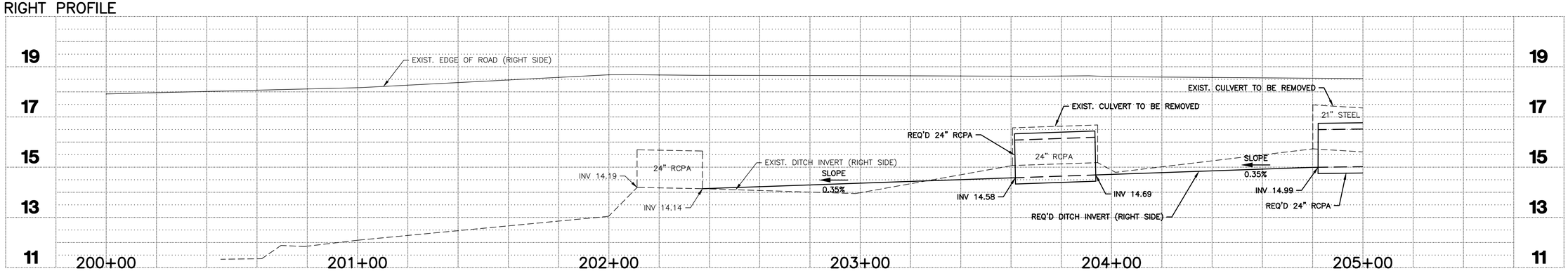
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LEFT PROFILE



RIGHT PROFILE



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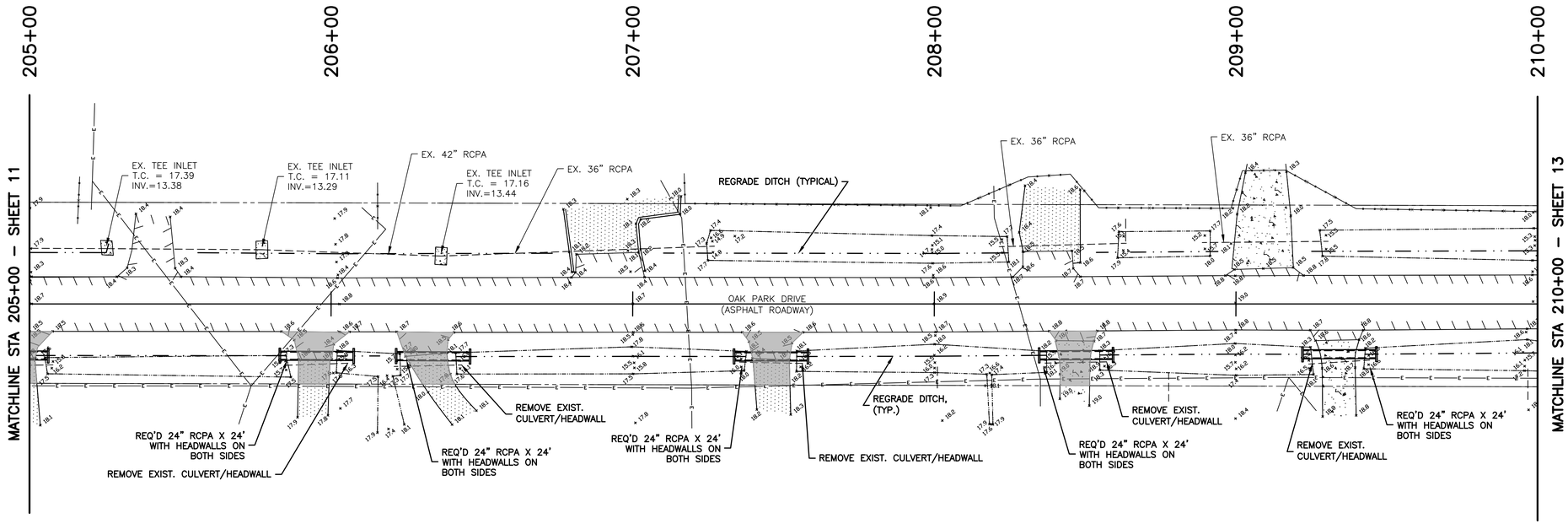
PLAN AND PROFILES - OAK PARK DRIVE

OAK PARK DRAINAGE IMPROVEMENTS - PHASE 1

ST. TAMMANY PARISH, OWNER

MANDEVILLE, LA

sheet no.
11
of ____ sheets



DRIVEWAY NOTES:

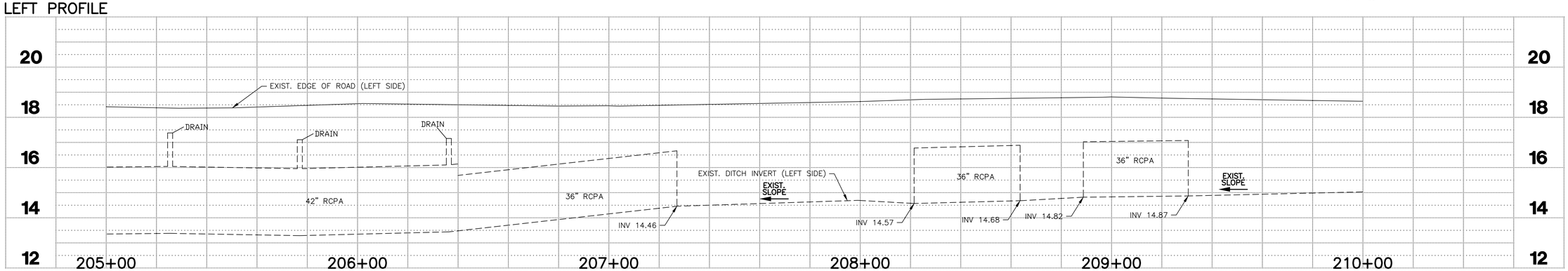
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GRAPHIC SCALE

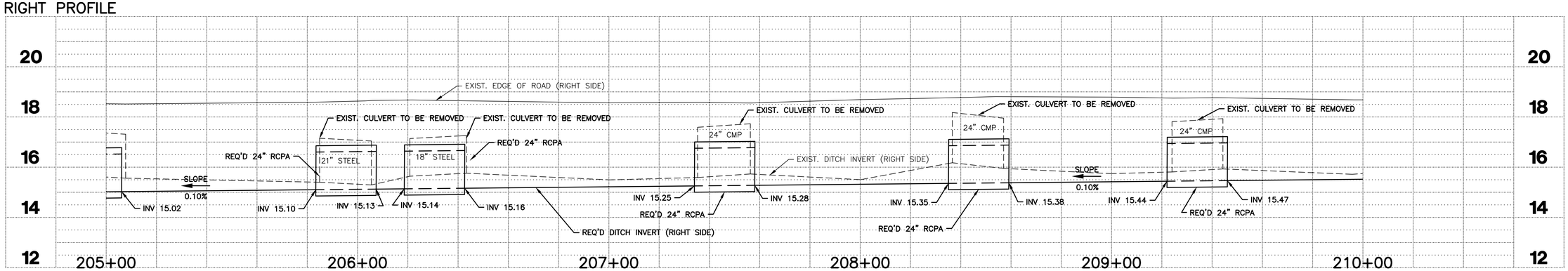
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RIGHT PROFILE



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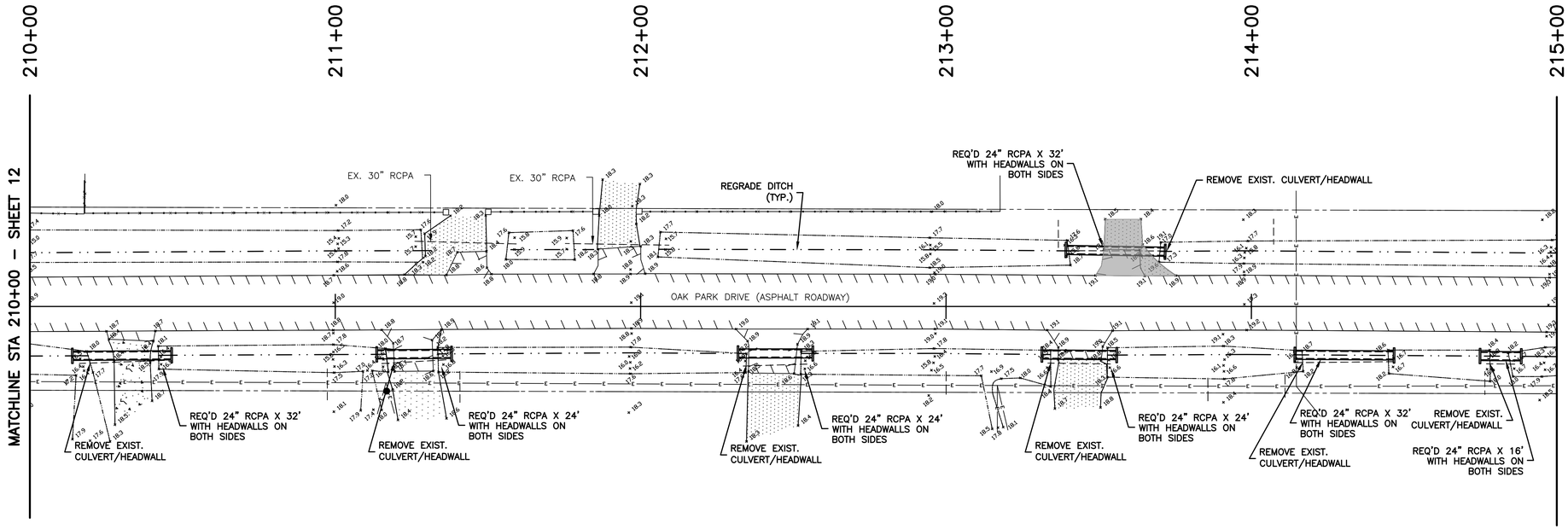
PLAN AND PROFILES - OAK PARK DRIVE

OAK PARK DRAINAGE IMPROVEMENTS - PHASE 1

ST. TAMMANY PARISH, OWNER

MANDEVILLE, LA

sheet no.
12
of ____ sheets



DRIVEWAY NOTES:

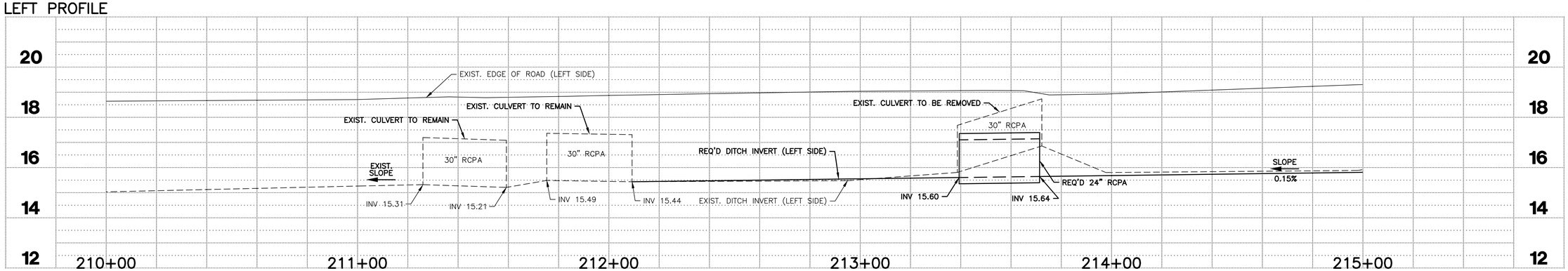
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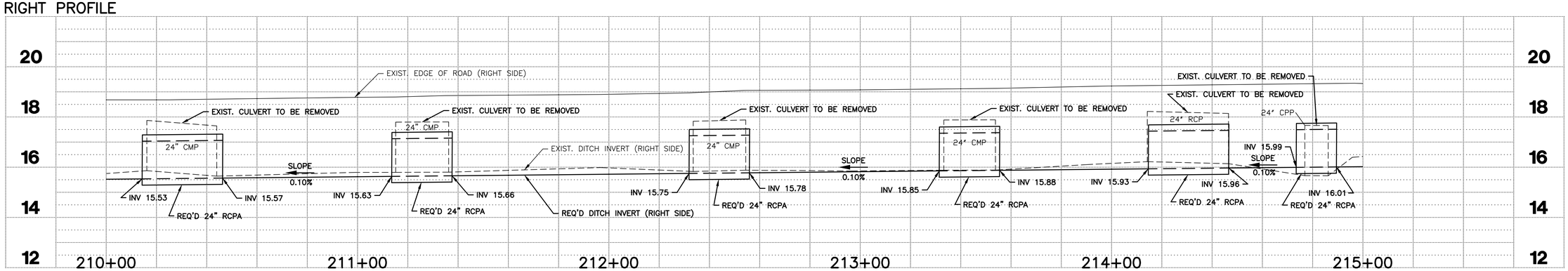
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(IN FEET)
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LEFT PROFILE



RIGHT PROFILE



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PLAN AND PROFILES - OAK PARK DRIVE

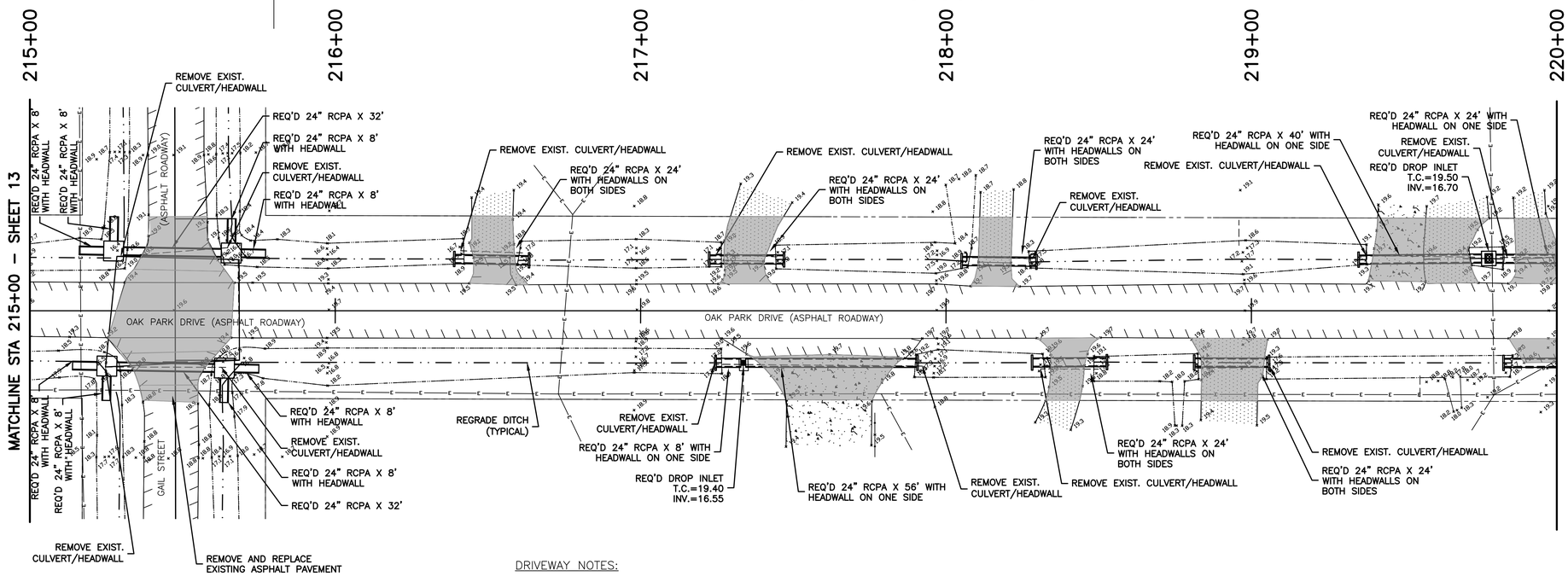
OAK PARK DRAINAGE IMPROVEMENTS - PHASE 1

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MANDEVILLE, LA

sheet no.
13
of ____ sheets

NOT IN THIS CONTRACT



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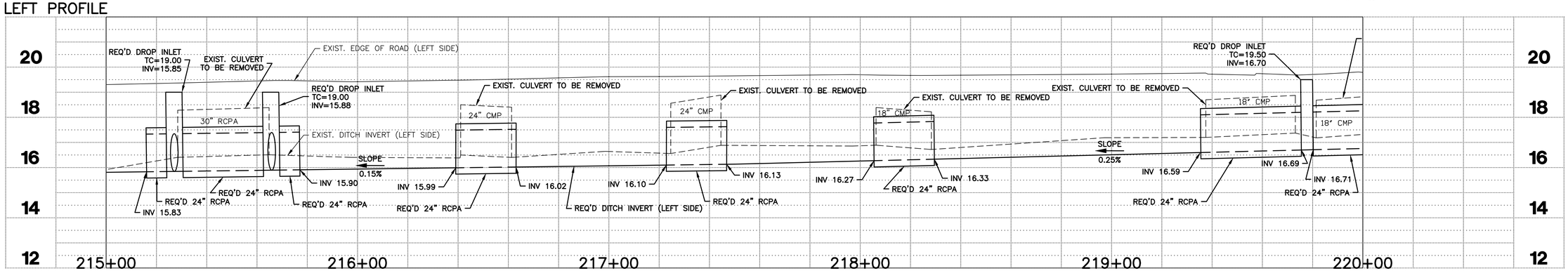
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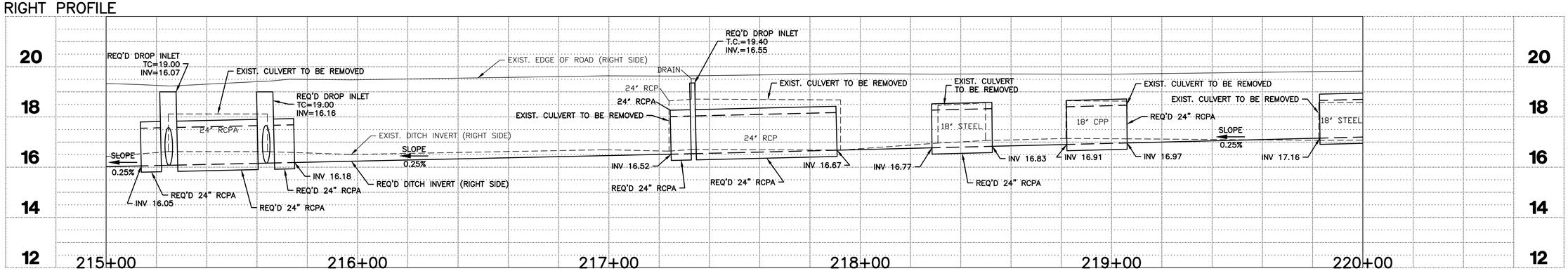
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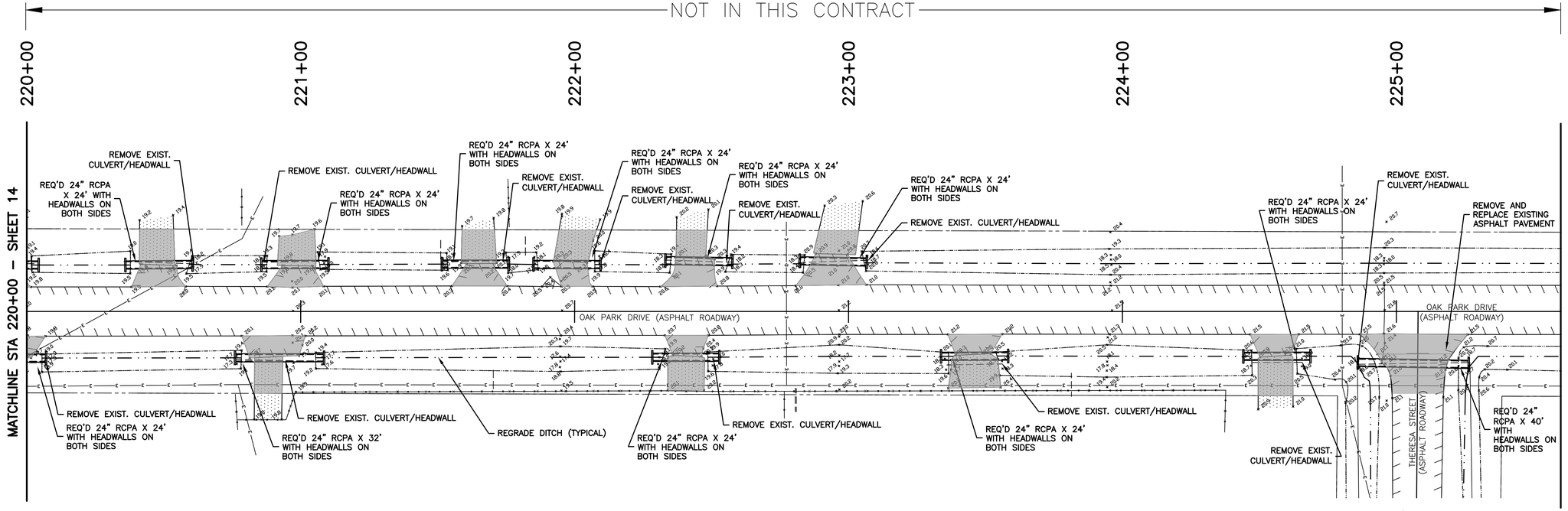
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MANDEVILLE, LA

sheet no. 14 of ____ sheets

NOT IN THIS CONTRACT



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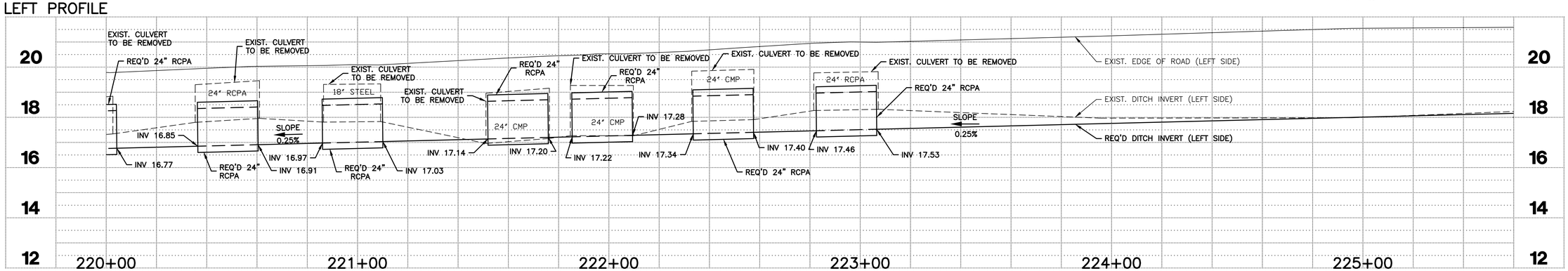
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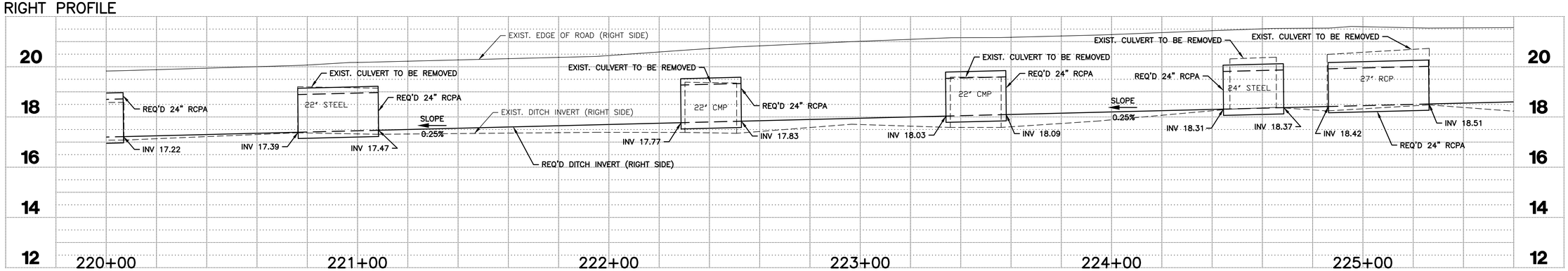
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RIGHT PROFILE



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PLAN AND PROFILES - OAK PARK DRIVE

OAK PARK DRAINAGE IMPROVEMENTS - PHASE 1

ST. TAMMANY PARISH, OWNER

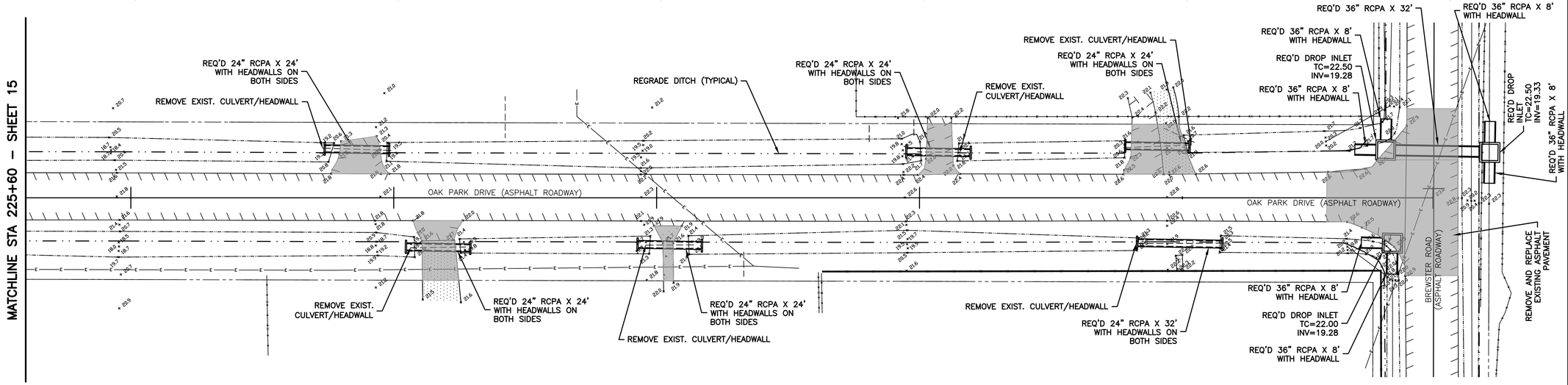
MANDEVILLE, LA

sheet no. 15 of ____ sheets

NOT IN THIS CONTRACT

226+00 227+00 228+00 229+00 230+00 231+00

MATCHLINE STA 225+60 – SHEET 15



DRIVEWAY NOTES:

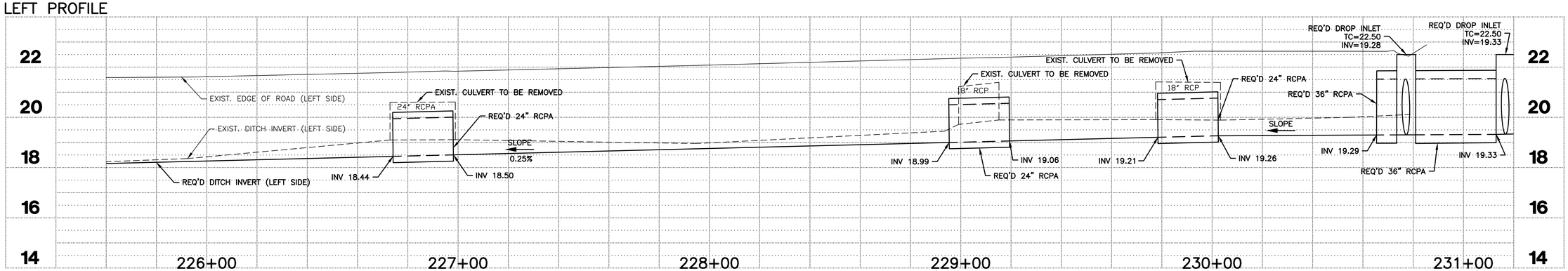
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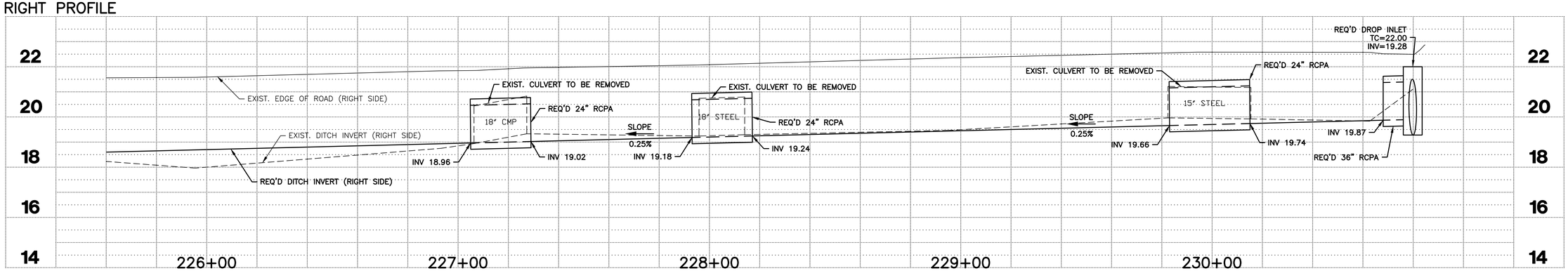
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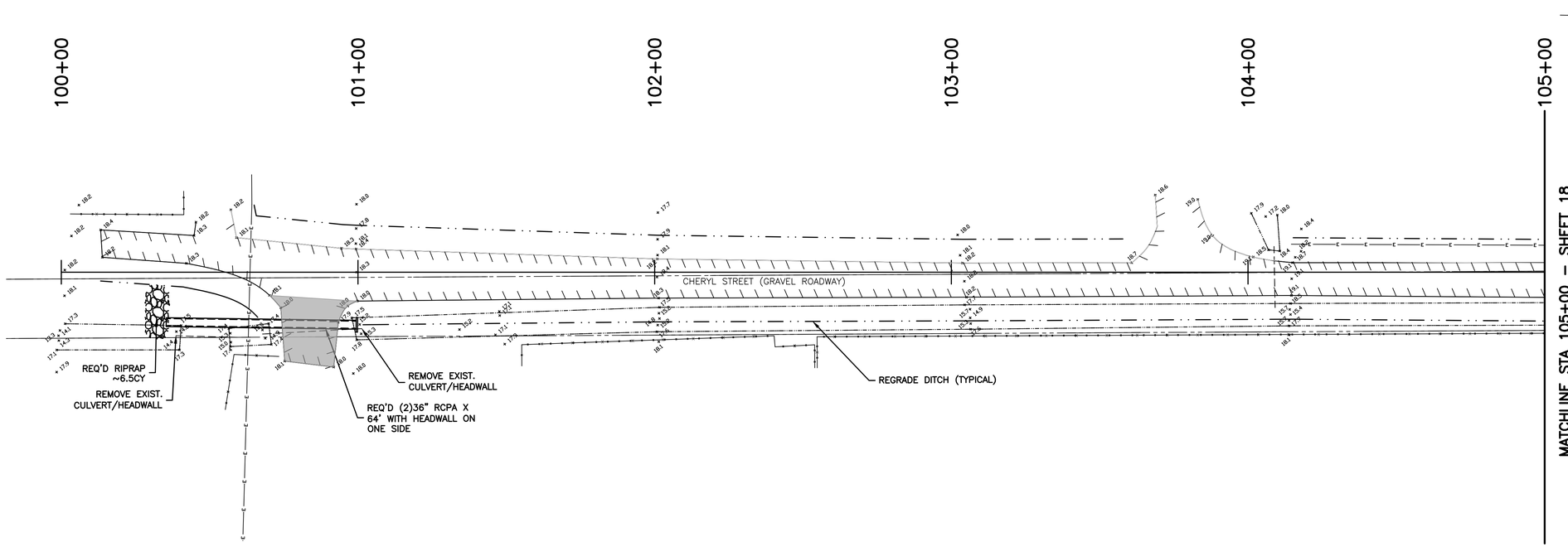
PLAN AND PROFILES - OAK PARK DRIVE

OAK PARK DRAINAGE IMPROVEMENTS - PHASE 1

ST. TAMMANY PARISH, OWNER

MANDEVILLE, LA

sheet no.
16
of ____ sheets



DRIVEWAY NOTES:

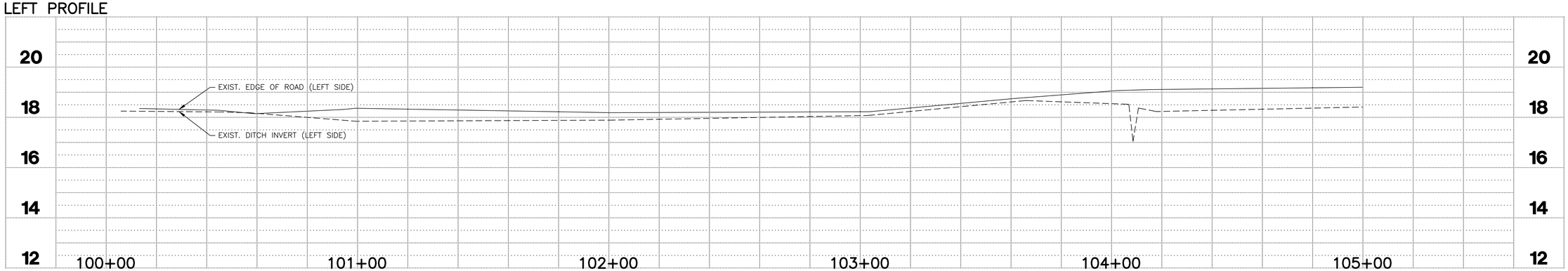
1. EXISTING DRIVEWAY SHALL BE REPLACED FROM EDGE OF ROAD TO NEAREST JOINT. SEE DETAIL WITH CONCRETE DRIVEWAY.
2. CONTRACTOR SHALL CLEAR AND GRUB ALL TREES, SHRUBS, AND VEGETATION WITHIN 16' FROM EDGE OF ROAD WITHIN PROJECT LIMITS.

GRAPHIC SCALE

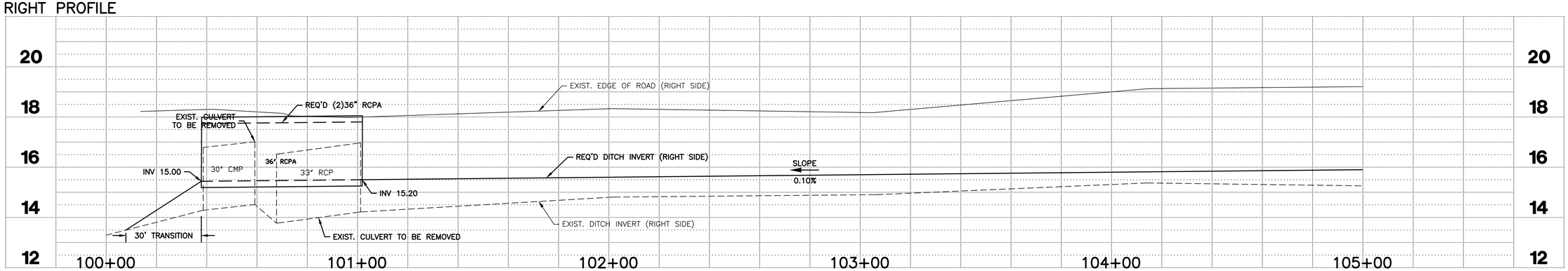
20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

LEFT PROFILE



RIGHT PROFILE



PLOT 1=1
20-2048 05-29 – Plan & Profile Sheets.dwg

project no. 20-2048
drawn CDR, MJM, SKB
checked MJF
date 7-10-2025
revised

STATE OF LOUISIANA
MATTHEW J. FALATI
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7-10-2025

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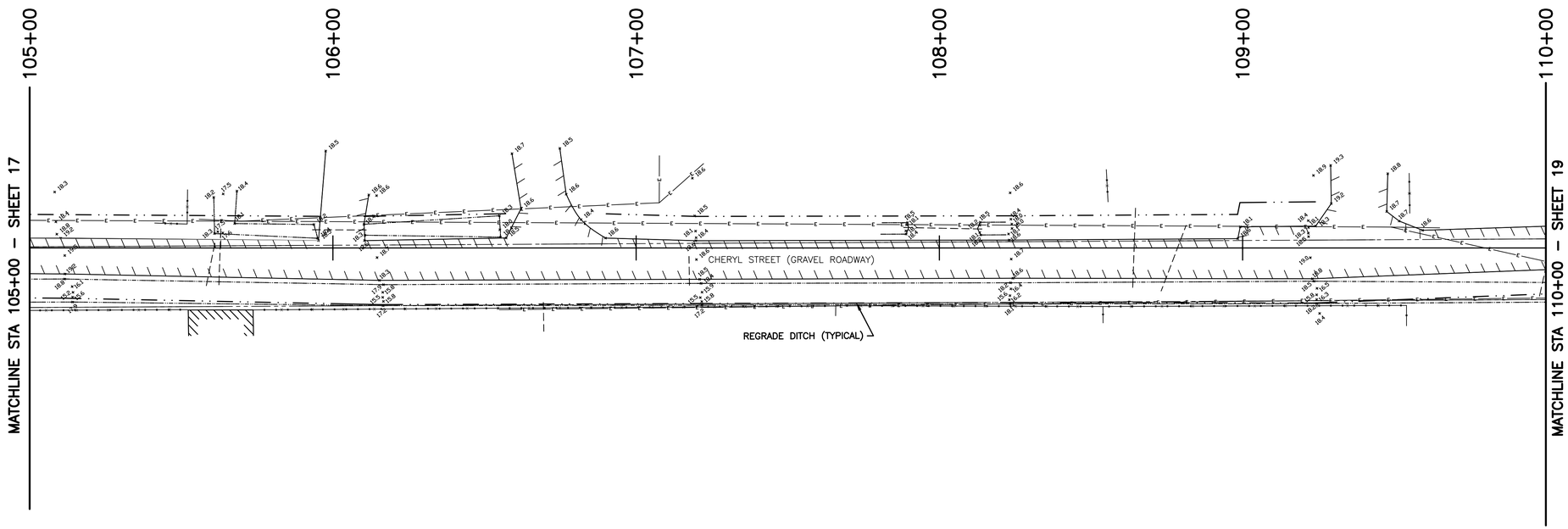
PLAN AND PROFILES - CHERYL STREET

OAK PARK DRAINAGE IMPROVEMENTS - PHASE 1

ST. TAMMANY PARISH, OWNER

MANDEVILLE, LA

sheet no.
17
of ____ sheets



DRIVEWAY NOTES:

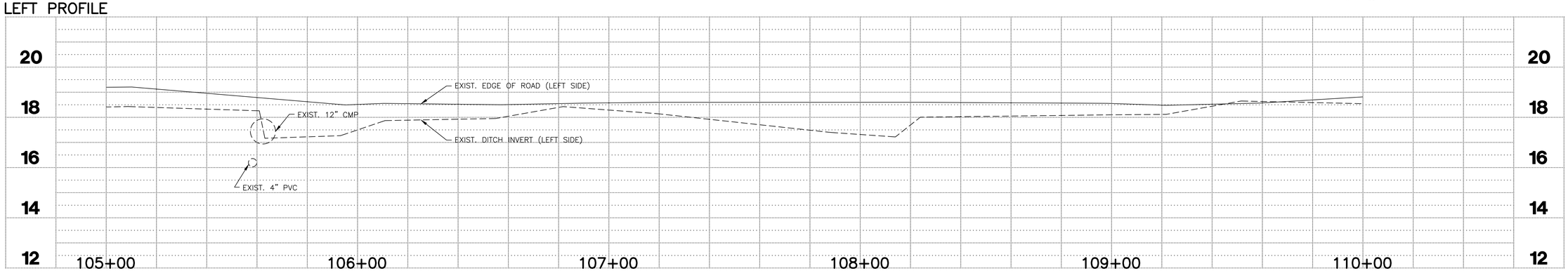
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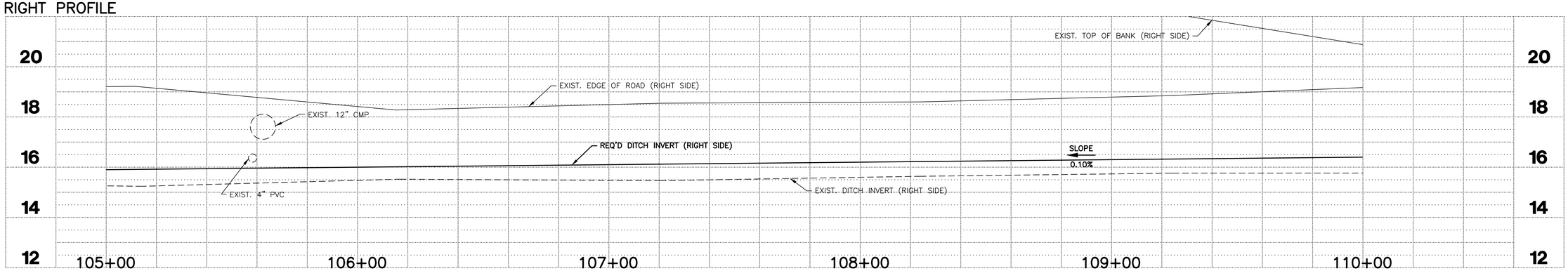
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LEFT PROFILE



RIGHT PROFILE



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PLAN AND PROFILES - CHERYL STREET

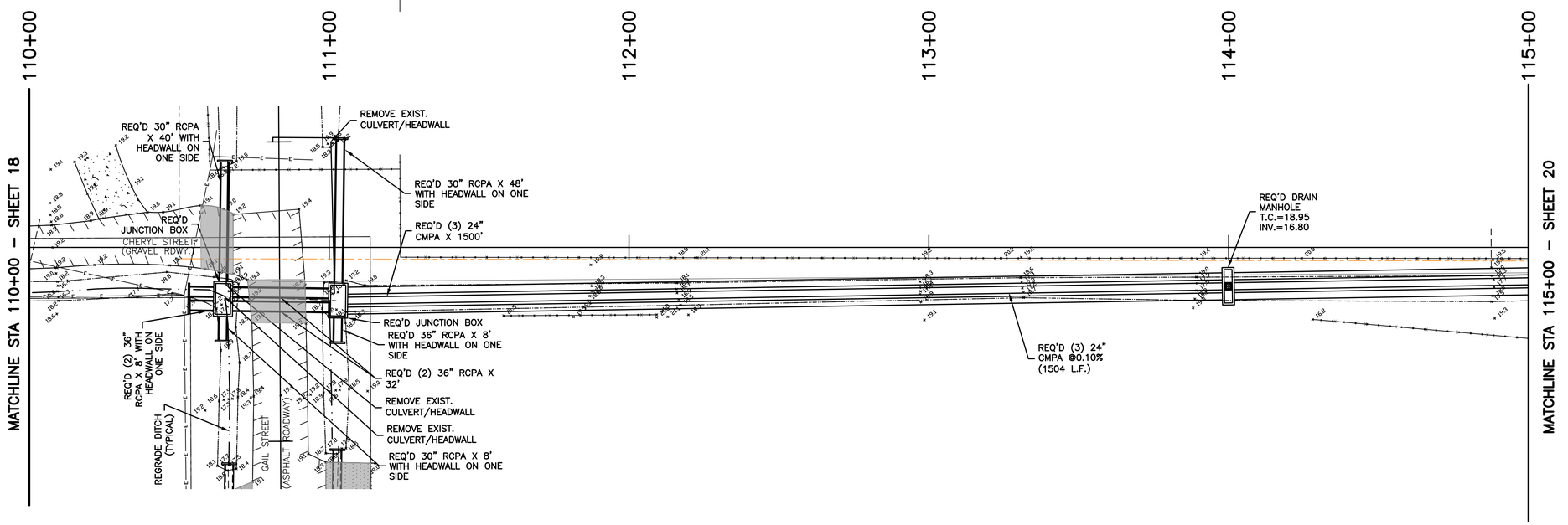
OAK PARK DRAINAGE IMPROVEMENTS - PHASE 1

ST. TAMMANY PARISH, OWNER

MANDEVILLE, LA

sheet no.
18
of ____ sheets

NOT IN THIS CONTRACT



DRIVEWAY NOTES:

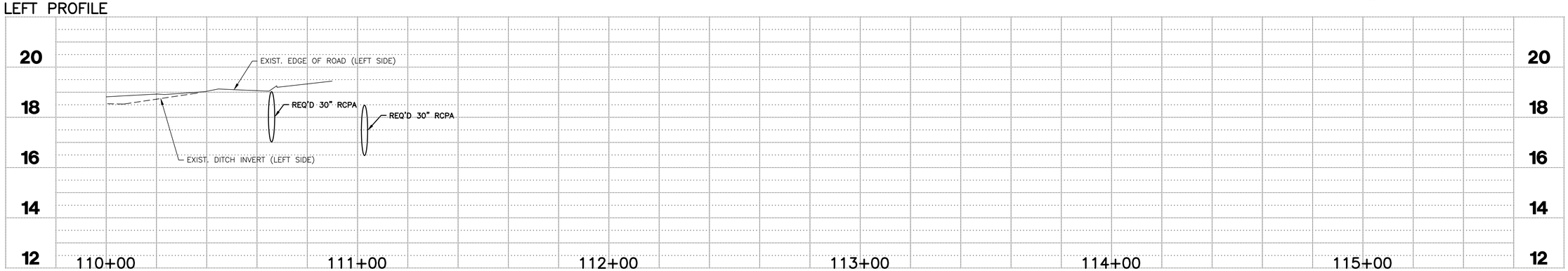
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GRAPHIC SCALE

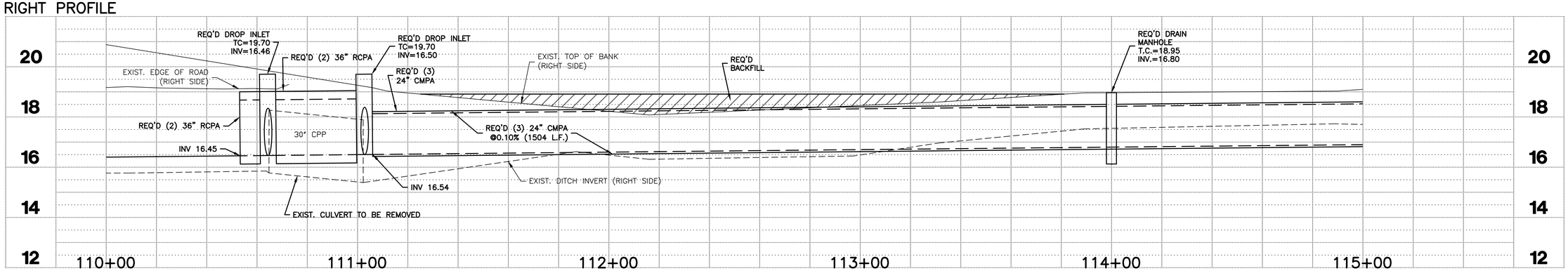
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LEFT PROFILE



RIGHT PROFILE



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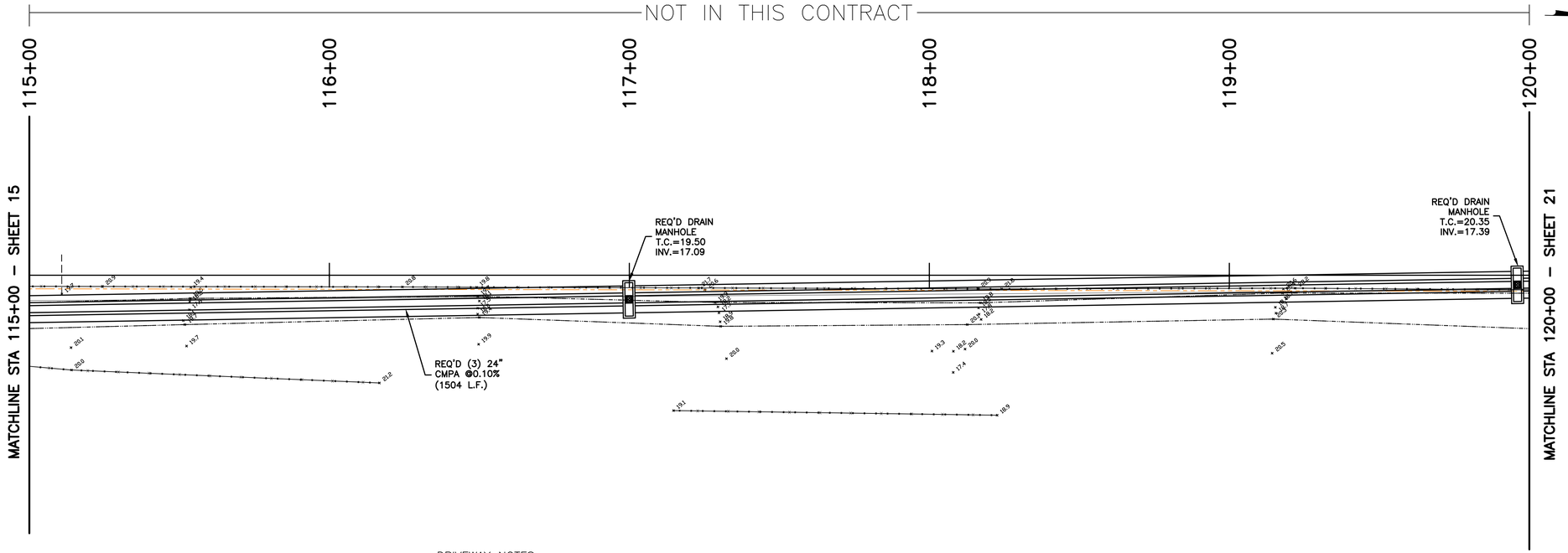
OAK PARK DRAINAGE IMPROVEMENTS - PHASE 1

ST. TAMMANY PARISH, OWNER

MANDEVILLE, LA

sheet no.
19
of ____ sheets

NOT IN THIS CONTRACT



DRIVEWAY NOTES:

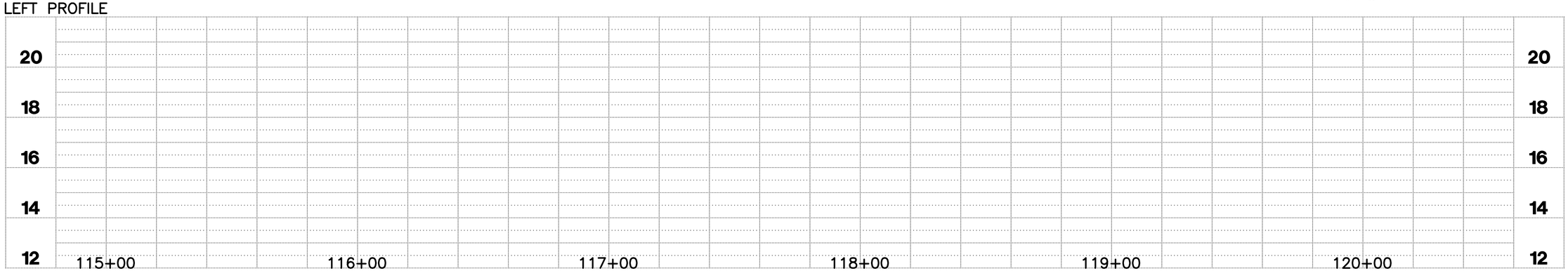
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GRAPHIC SCALE

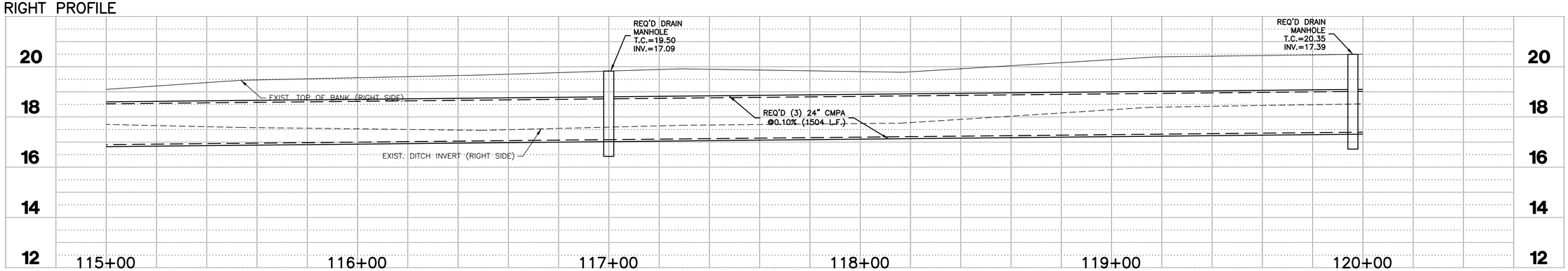
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RIGHT PROFILE



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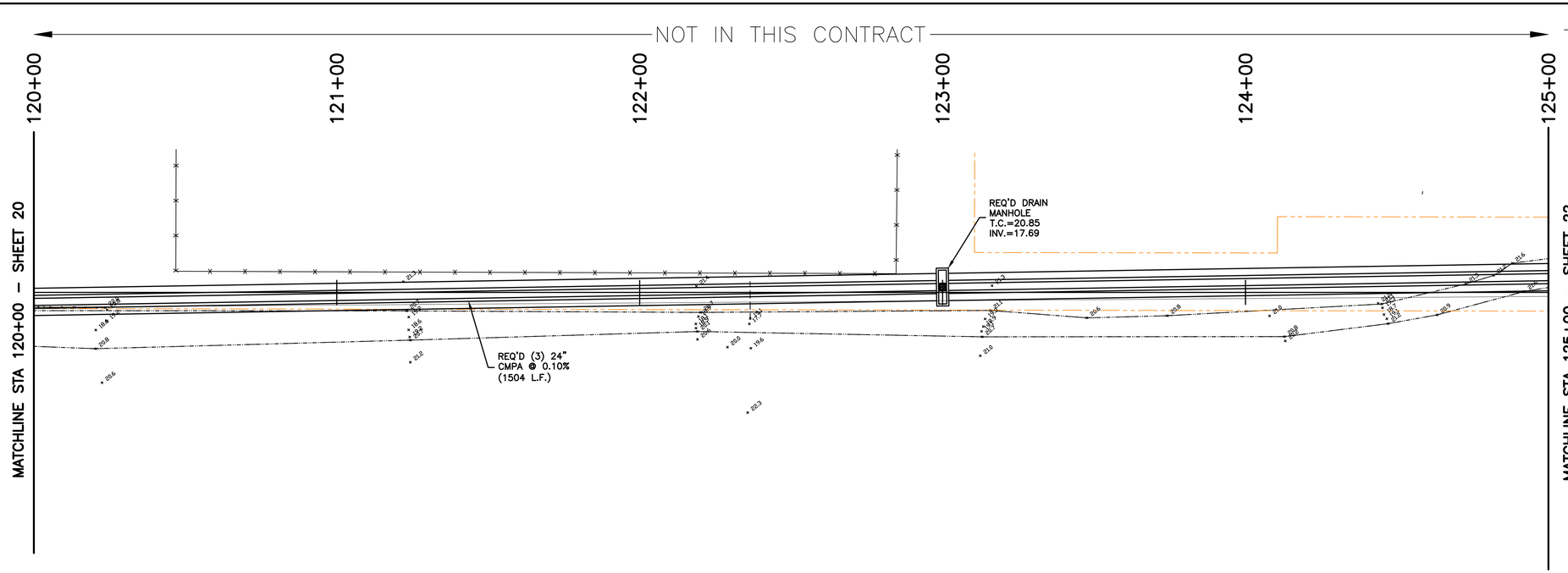
PLAN AND PROFILES - CHERYL STREET

OAK PARK DRAINAGE IMPROVEMENTS - PHASE 1

ST. TAMMANY PARISH, OWNER

MANDEVILLE, LA

sheet no.
20
of ____ sheets



DRIVEWAY NOTES:

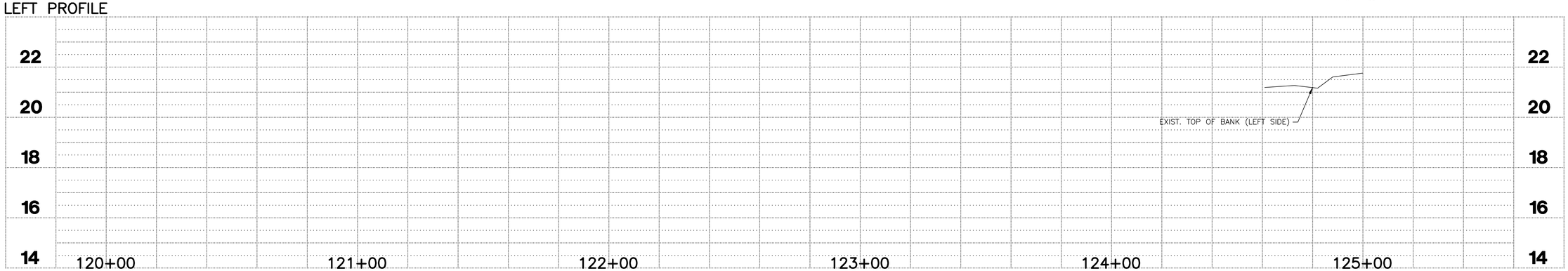
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GRAPHIC SCALE

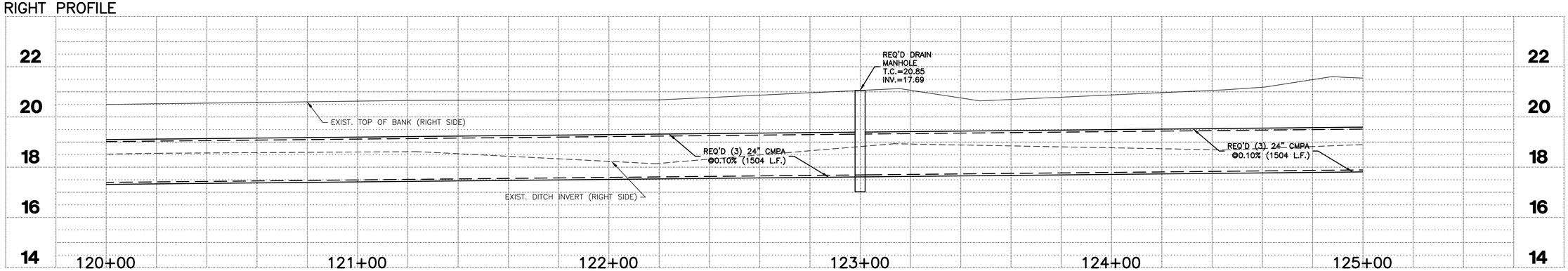
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RIGHT PROFILE



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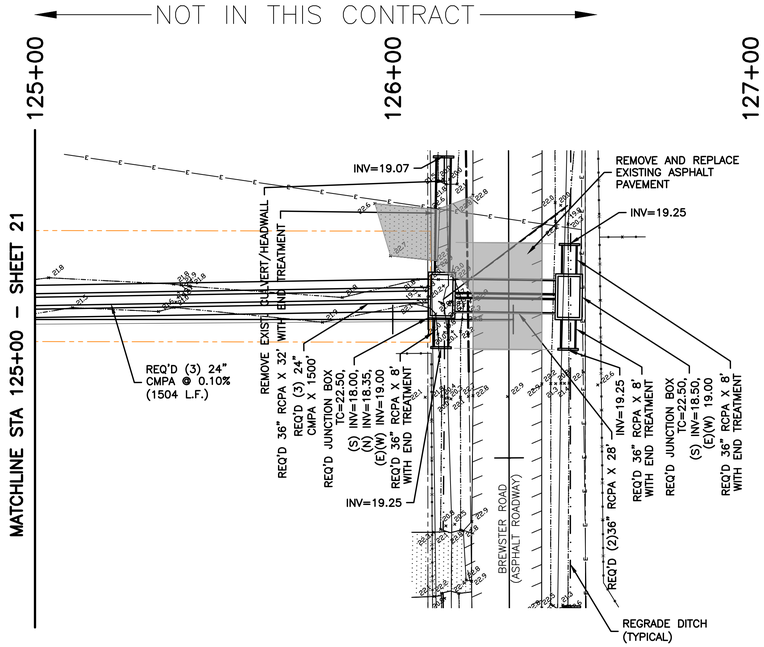
PLAN AND PROFILES - CHERYL STREET

OAK PARK DRAINAGE IMPROVEMENTS - PHASE 1

ST. TAMMANY PARISH, OWNER

MANDEVILLE, LA

sheet no.
21
of ____ sheets



DRIVEWAY NOTES:

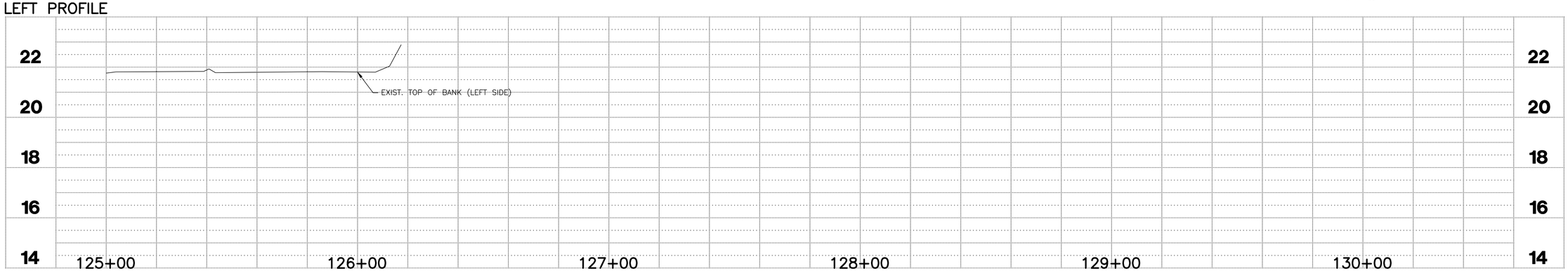
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GRAPHIC SCALE

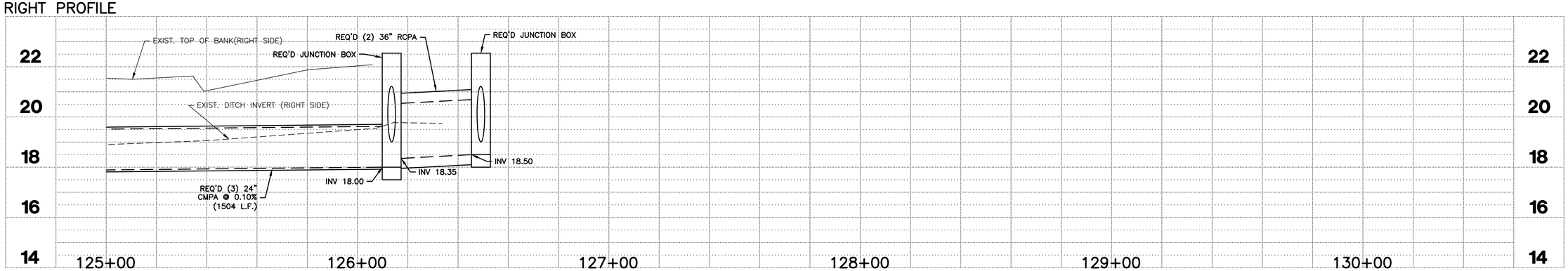
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RIGHT PROFILE



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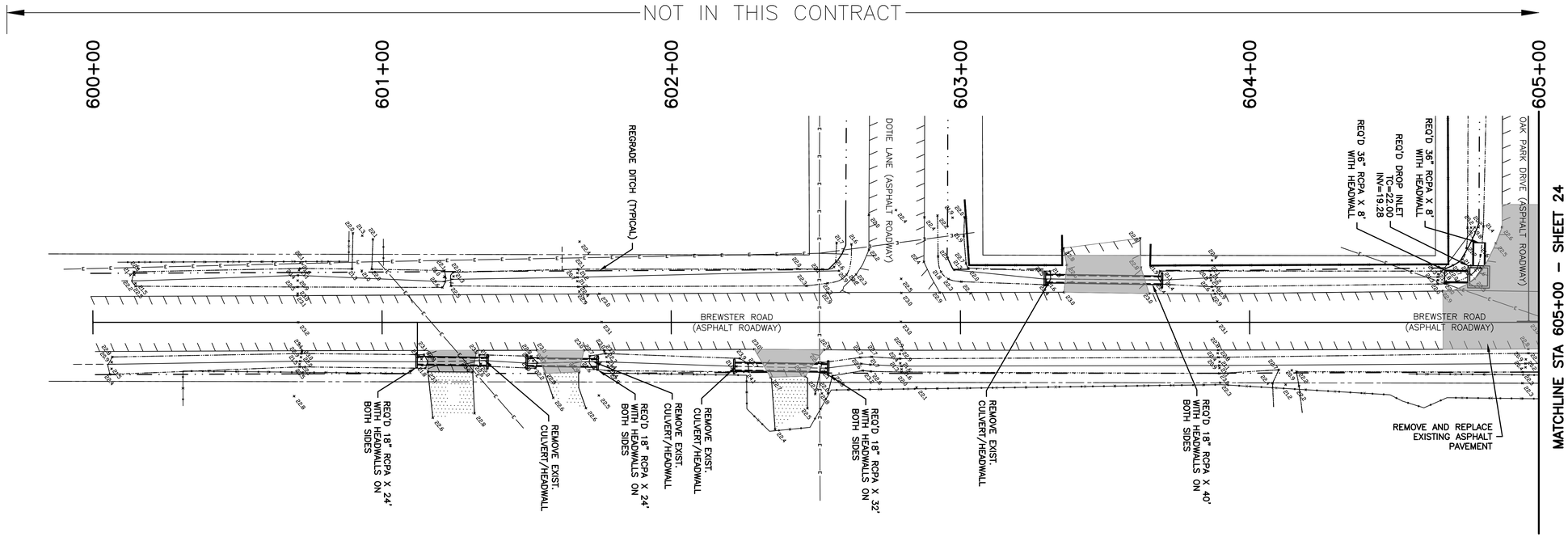
PLAN AND PROFILES - CHERYL STREET

OAK PARK DRAINAGE IMPROVEMENTS - PHASE 1

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MANDEVILLE, LA

sheet no.
22
of ____ sheets



DRIVEWAY NOTES:

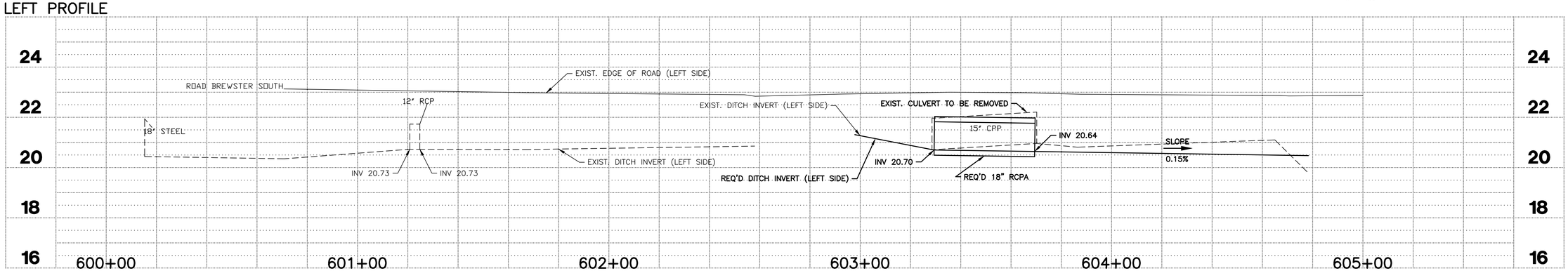
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GRAPHIC SCALE

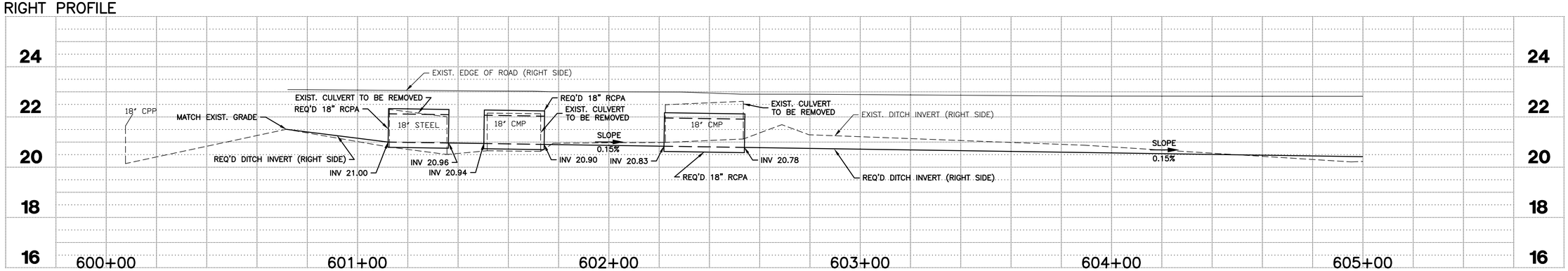
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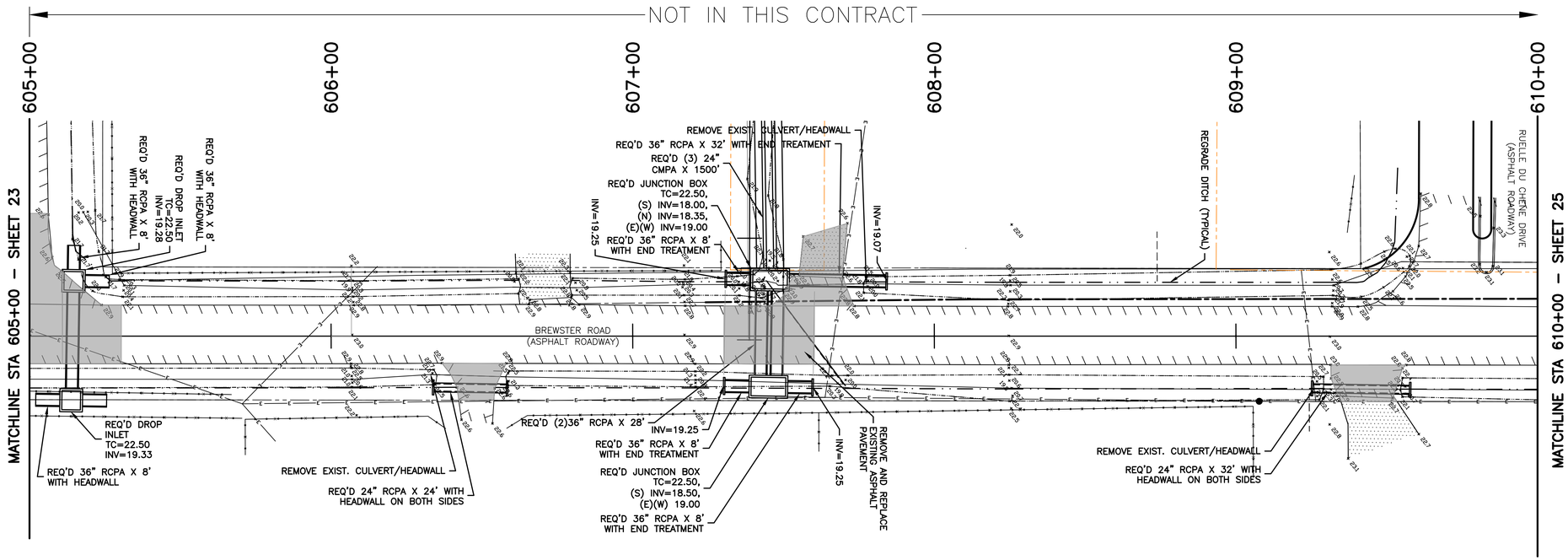
PLAN AND PROFILES - BREWSTER ROAD

OAK PARK DRAINAGE IMPROVEMENTS - PHASE 1

ST. TAMMANY PARISH, OWNER

MANDEVILLE, LA

sheet no.
23
of ____ sheets



DRIVEWAY NOTES:

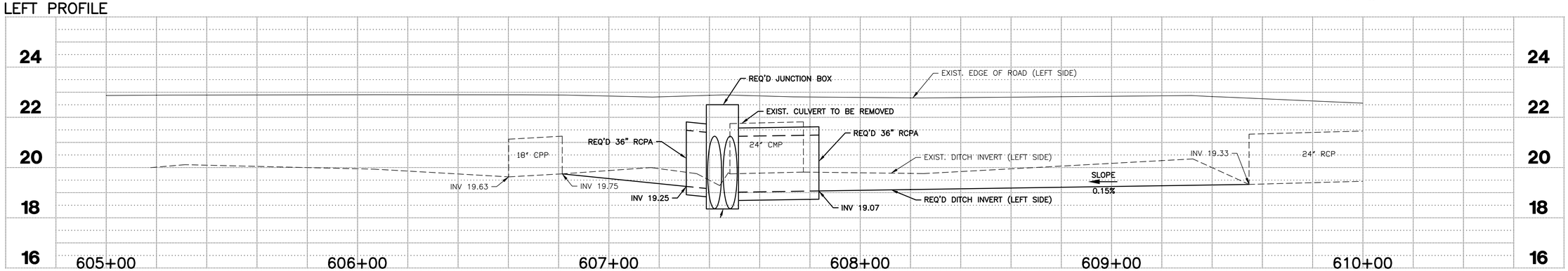
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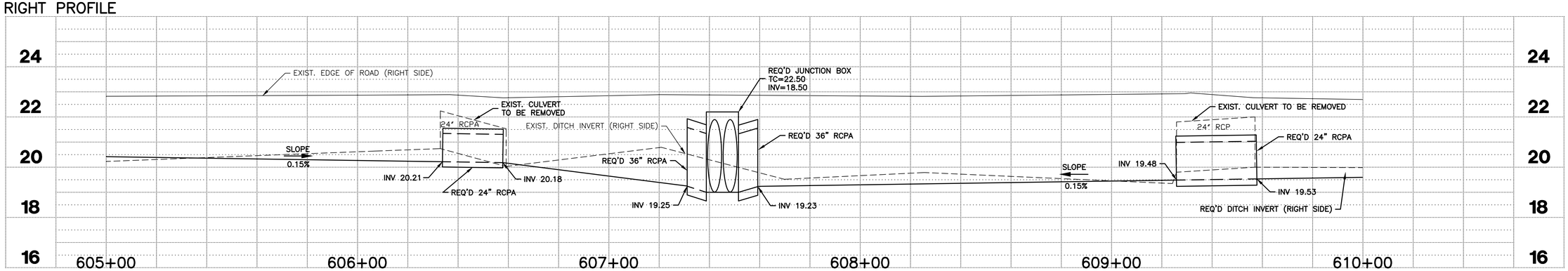
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LEFT PROFILE



RIGHT PROFILE



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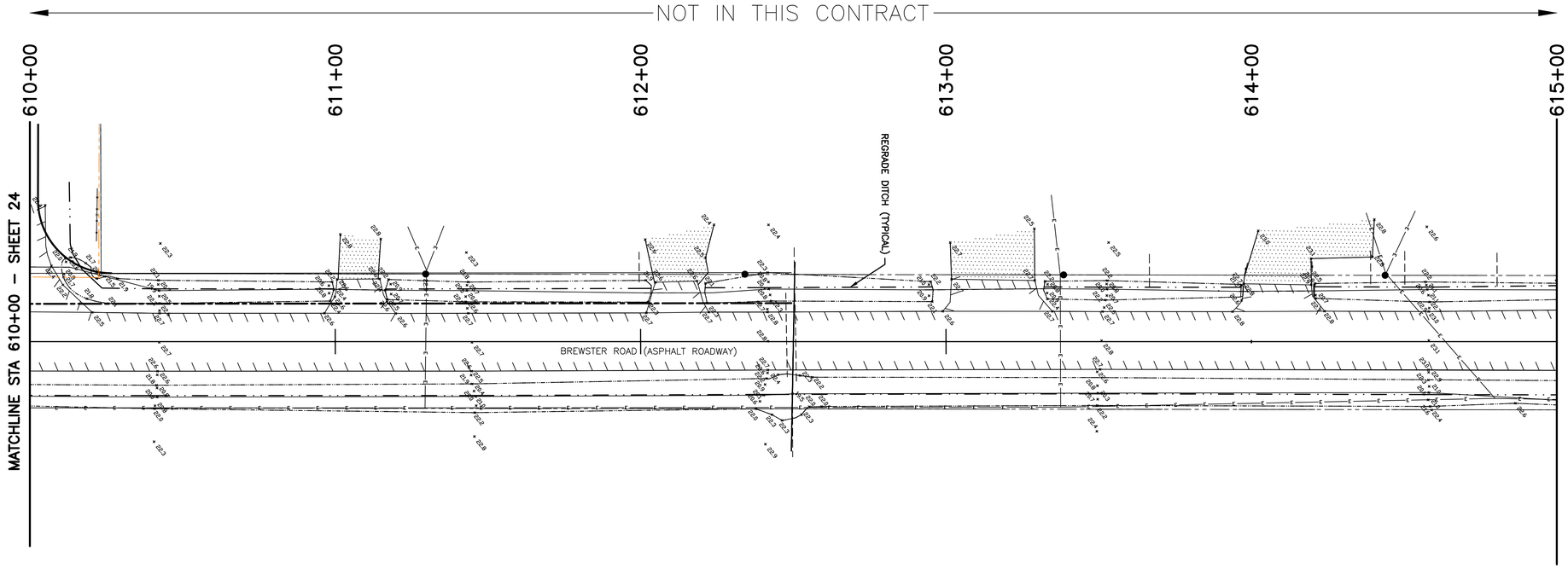
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MANDEVILLE, LA

sheet no.
24
of ____ sheets

NOT IN THIS CONTRACT



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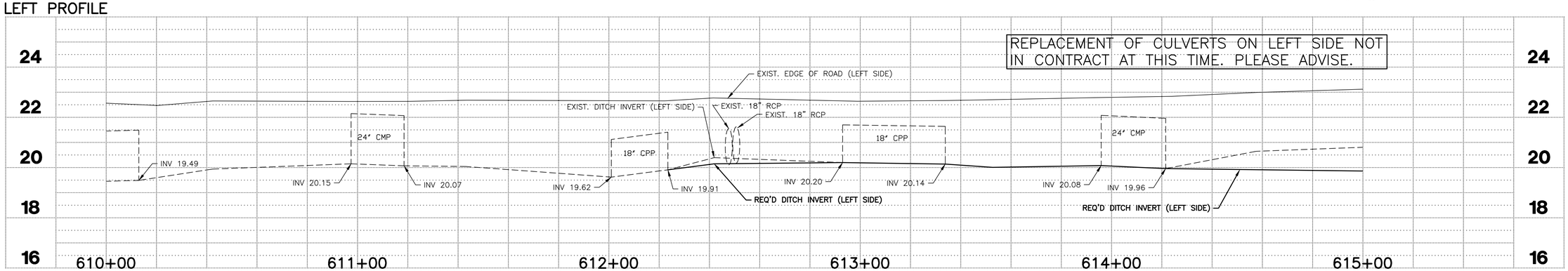
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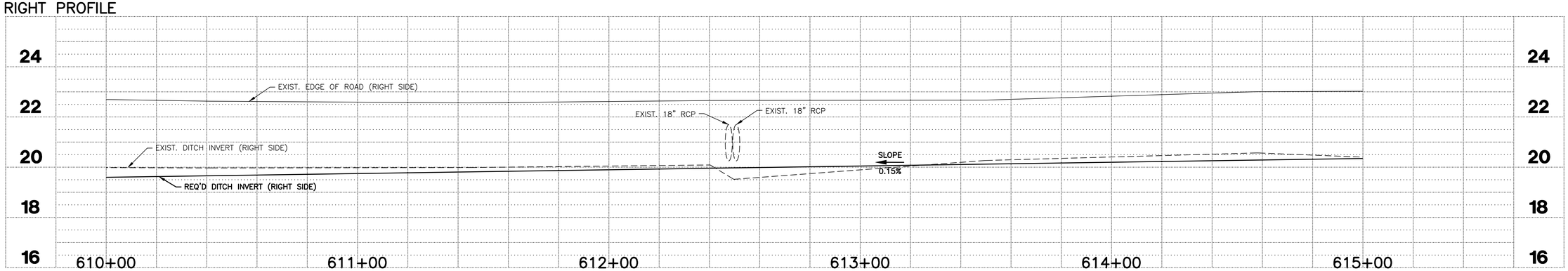
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RIGHT PROFILE



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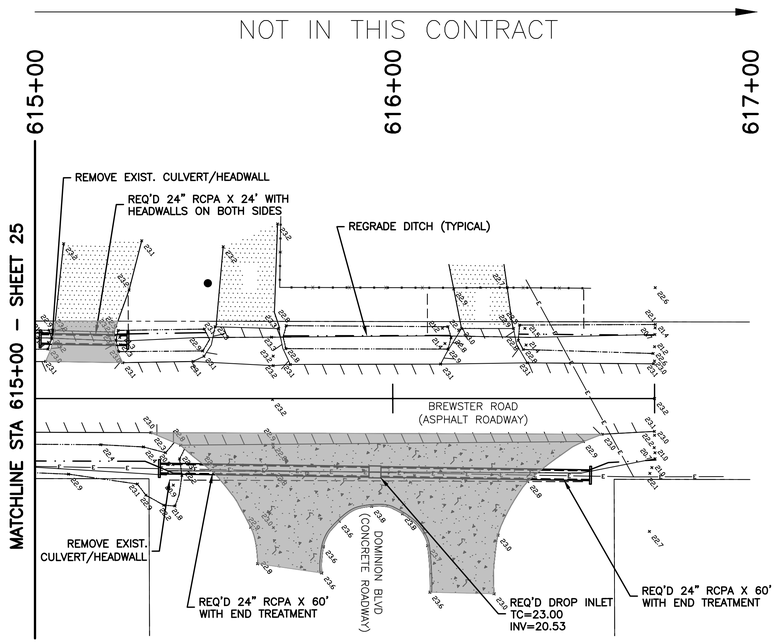
PLAN AND PROFILES - BREWSTER ROAD

OAK PARK DRAINAGE IMPROVEMENTS - PHASE 1

ST. TAMMANY PARISH, OWNER

MANDEVILLE, LA

sheet no.
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of ____ sheets



DRIVEWAY NOTES:

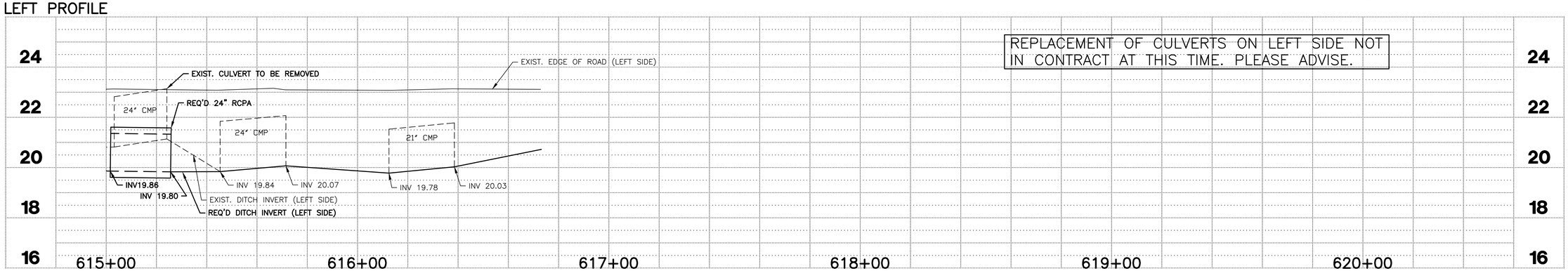
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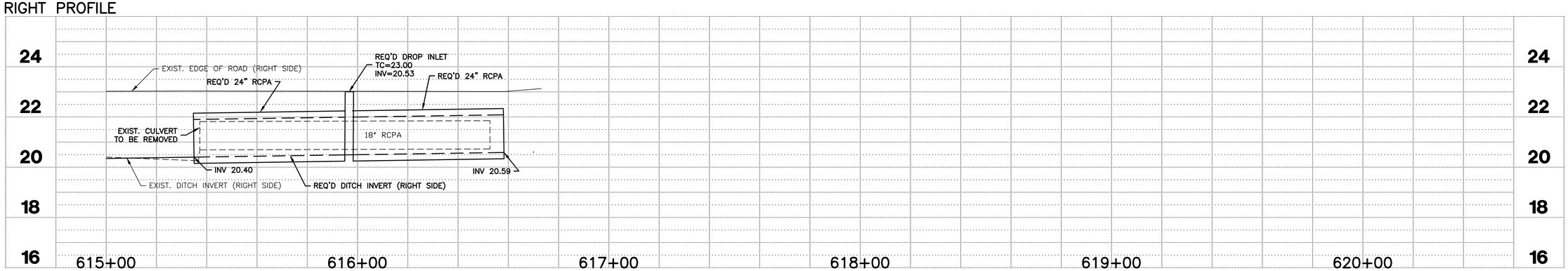
(IN FEET)
1 inch = 20 ft.

LEFT PROFILE



REPLACEMENT OF CULVERTS ON LEFT SIDE NOT IN CONTRACT AT THIS TIME. PLEASE ADVISE.

RIGHT PROFILE



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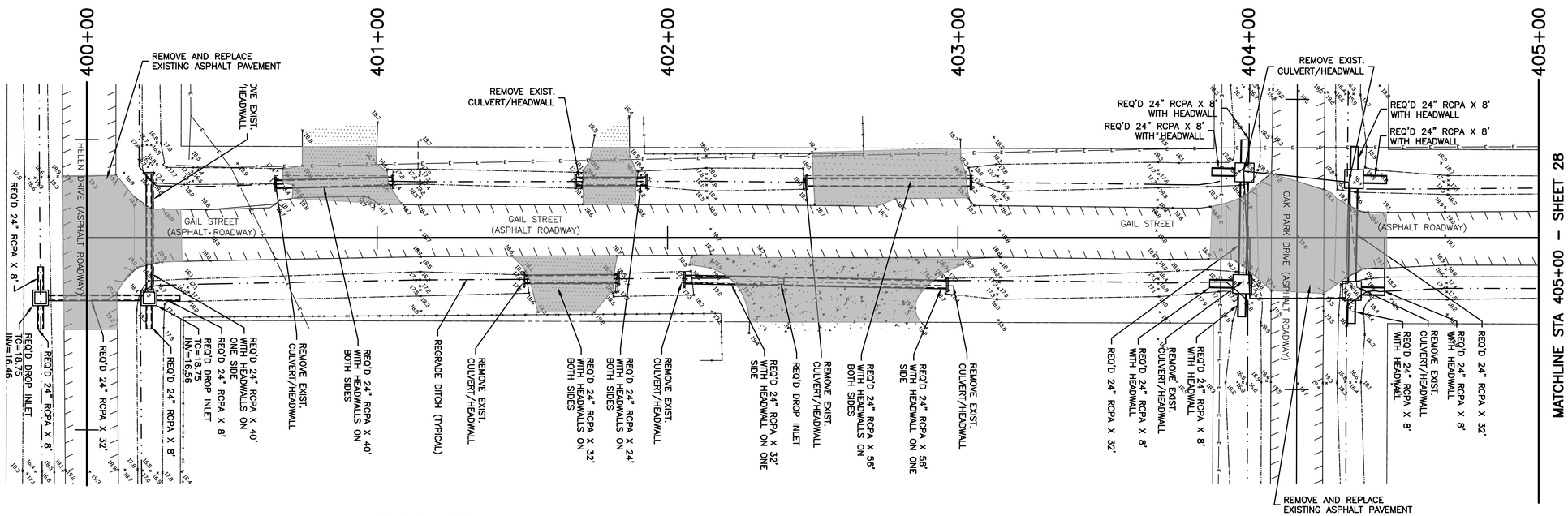
PLAN AND PROFILES - BREWSTER ROAD

OAK PARK DRAINAGE IMPROVEMENTS - PHASE 1

ST. TAMMANY PARISH, OWNER

MANDEVILLE, LA

sheet no.
26
of ____ sheets



DRIVEWAY NOTES:

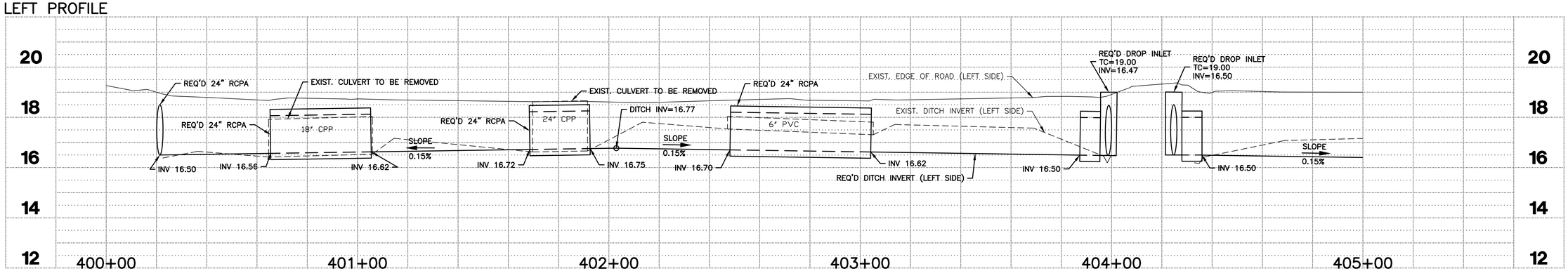
1. EXISTING DRIVEWAY SHALL BE REPLACED FROM EDGE OF ROAD TO NEAREST JOINT. SEE DETAIL WITH CONCRETE DRIVEWAY.
2. CONTRACTOR SHALL CLEAR AND GRUB ALL TREES, SHRUBS, AND VEGETATION WITHIN 16' FROM EDGE OF ROAD WITHIN PROJECT LIMITS.

GRAPHIC SCALE

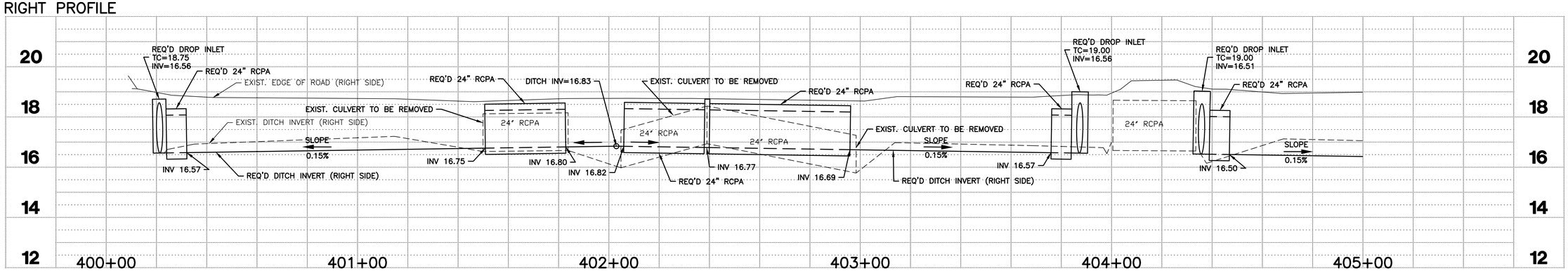
20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

LEFT PROFILE



RIGHT PROFILE



PLOT 1=1
20-2048 05-29 – Plan & Profile Sheets.dwg

project no. 20-2048
drawn CDR, MJM, SKB
checked MJF
date 7-10-2025
revised

STATE OF LOUISIANA
MATTHEW J. FALATI
License No. 31848
PROFESSIONAL ENGINEER
7-24-2025

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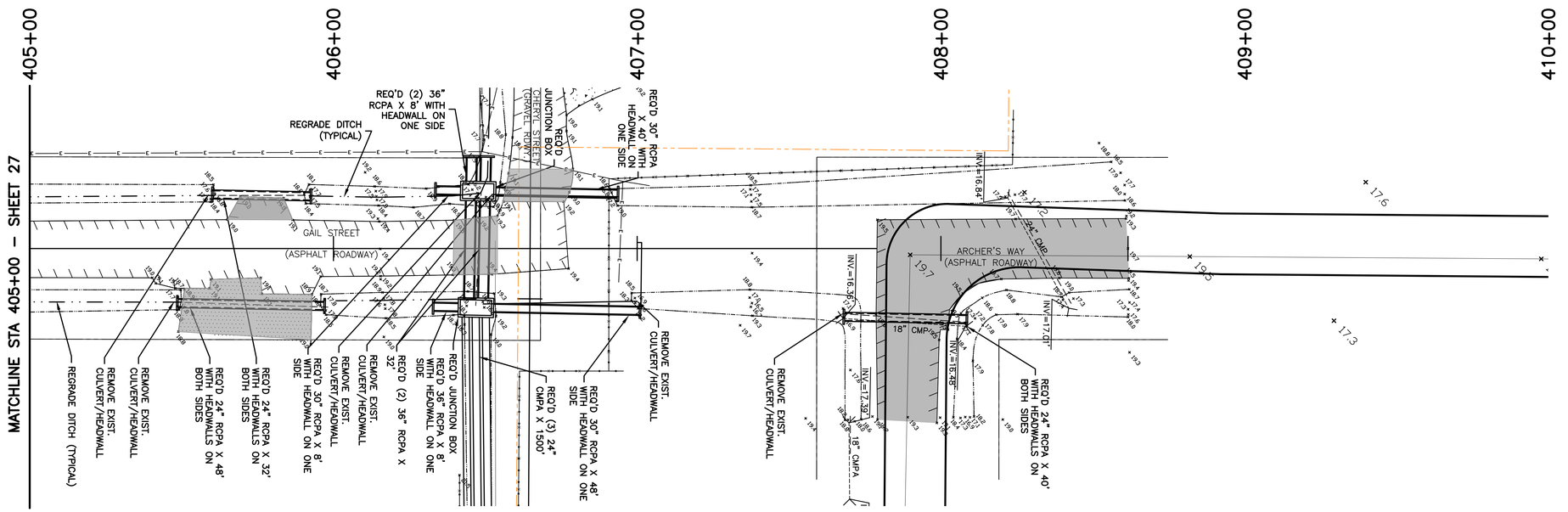
PLAN AND PROFILES - GAIL STREET

OAK PARK DRAINAGE IMPROVEMENTS - PHASE 1

ST. TAMMANY PARISH, OWNER

MANDEVILLE, LA

sheet no.
27
of ____ sheets



DRIVEWAY NOTES:

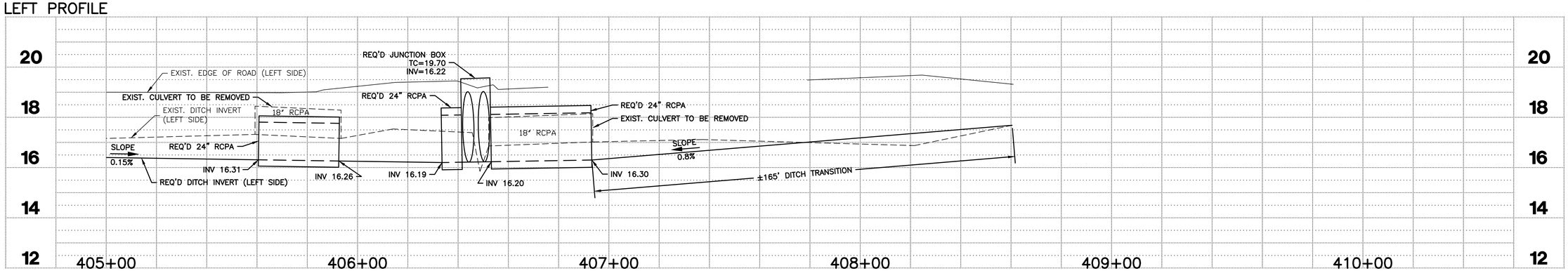
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2. CONTRACTOR SHALL CLEAR AND GRUB ALL TREES, SHRUBS, AND VEGETATION WITHIN 16' FROM EDGE OF ROAD WITHIN PROJECT LIMITS.

GRAPHIC SCALE

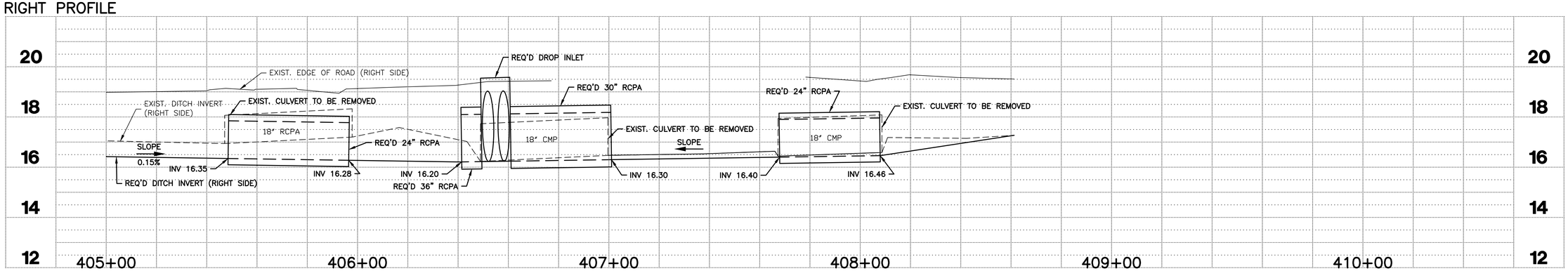
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RIGHT PROFILE



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PLAN AND PROFILES - GAIL STREET

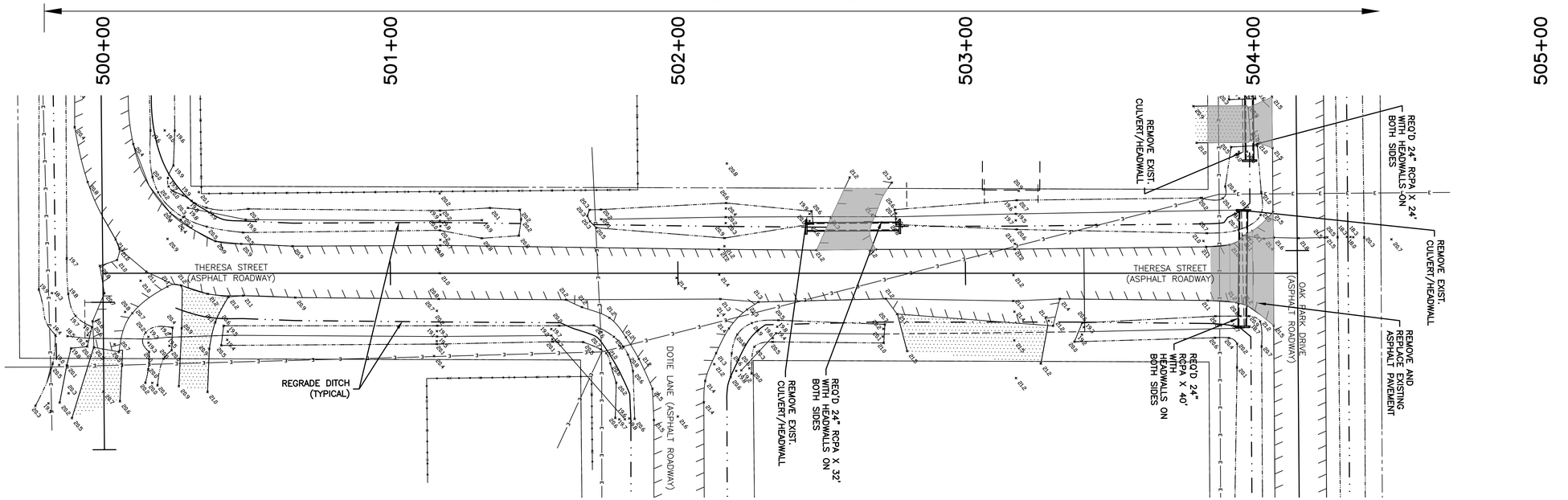
OAK PARK DRAINAGE IMPROVEMENTS - PHASE 1

ST. TAMMANY PARISH, OWNER

MANDEVILLE, LA

sheet no. 28 of ____ sheets

NOT IN THIS CONTRACT



DRIVEWAY NOTES:

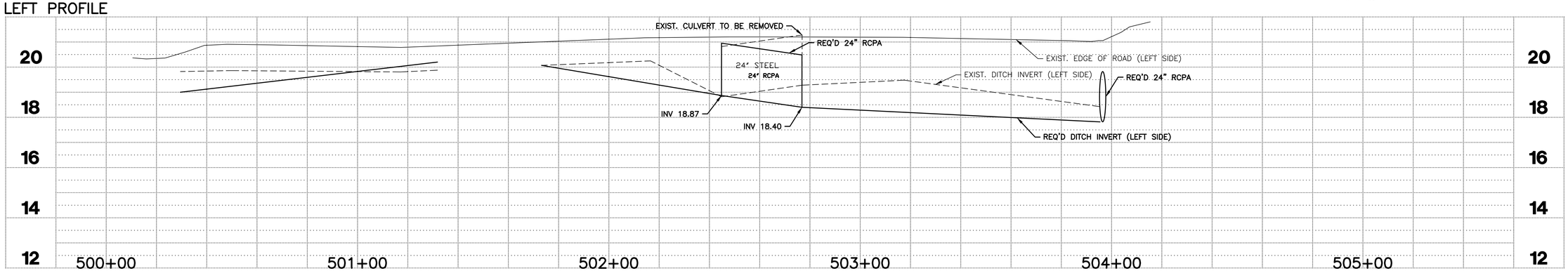
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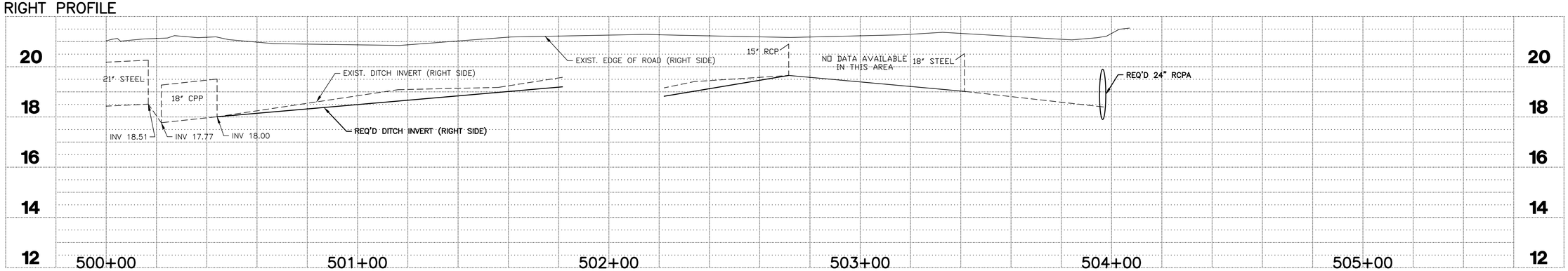
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(IN FEET)
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LEFT PROFILE



RIGHT PROFILE



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PLAN AND PROFILES - THERESA STREET

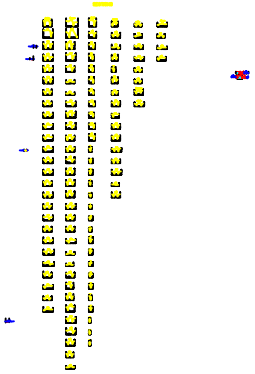
OAK PARK DRAINAGE IMPROVEMENTS - PHASE 1

ST. TAMMANY PARISH, OWNER

MANDEVILLE, LA

sheet no.
29
of ____ sheets





HELEN LEFT SIDE

HELEN RIGHT SIDE

OAK PARK LEFT SIDE

OAK PARK RIGHT SIDE

CHERYL LEFT SIDE

CHERYL RIGHT SIDE

BREWSTER LEFT SIDE

BREWSTER RIGHT SIDE

GAIL LEFT SIDE

GAIL RIGHT SIDE

THERESA LEFT SIDE

THERESA RIGHT SIDE

HELEN

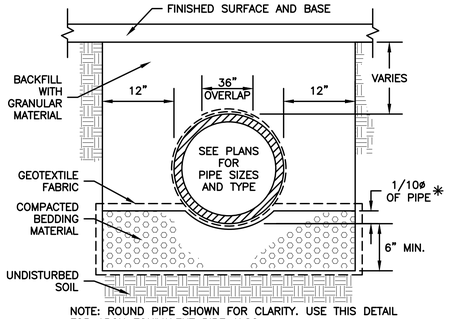
OAK PARK

CHERYL

BREWSTER

GAIL

THERESA

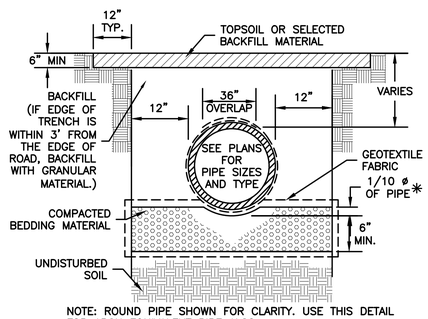


NOTE: ROUND PIPE SHOWN FOR CLARITY. USE THIS DETAIL FOR ARCH EQUIVALENT PIPE ALSO.

✳ FOR ARCH EQUIVALENT PIPE PROVIDE MIN. 12" HAUNCH

1 RIGID PIPE INSTALLATION UNDER PAVEMENT

7 02724X03pipeinstunderpavement.DWG N.T.S.

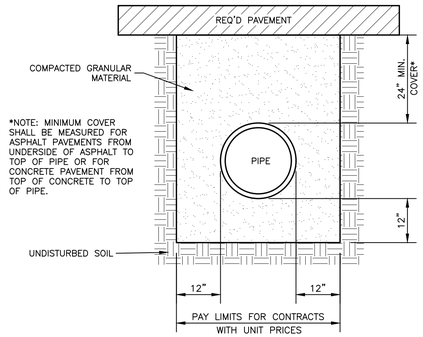


NOTE: ROUND PIPE SHOWN FOR CLARITY. USE THIS DETAIL FOR ARCH EQUIVALENT PIPE ALSO.

✳ FOR ARCH EQUIVALENT PIPE PROVIDE MIN. 12" HAUNCH

2 RIGID PIPE INSTALLATION UNDER NATURAL GROUND

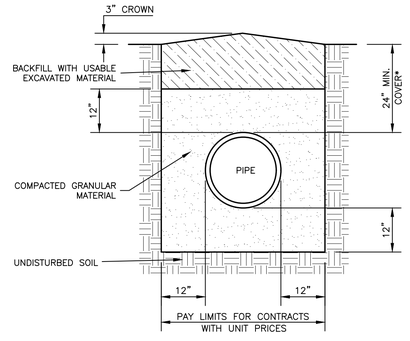
11 02724X04pipeinstundernatgrnd.DWG N.T.S.



*NOTE: MINIMUM COVER SHALL BE MEASURED FOR ASPHALT PAVEMENTS FROM UNDERSIDE OF ASPHALT TO TOP OF PIPE OR FOR CONCRETE PAVEMENT FROM TOP OF CONCRETE TO TOP OF PIPE.

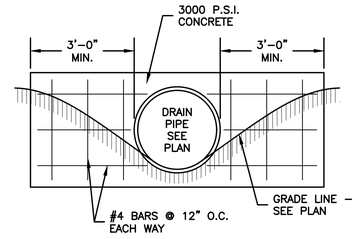
3 FLEXIBLE DRAINAGE PIPE INSTALLATION UNDER PAVEMENT

7 02730M10.dwg N.T.S



4 FLEXIBLE DRAINAGE PIPE INSTALLATION UNDER NATURAL GROUND

7 02730M11.dwg N.T.S



5 CULVERT HEADWALL

7 02722M01culvertheadwall.DWG N.T.S.

6 CULVERT HEADWALL - SECTION

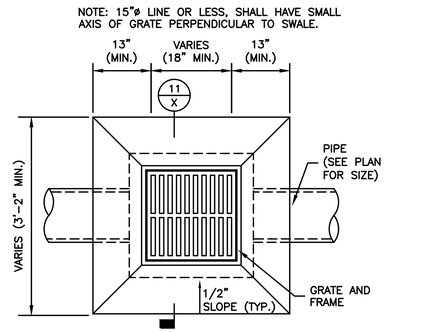
7 02722M02culvertheadwallsect.DWG N.T.S.

7 TYPICAL SWALE

11 02220M01typswale.DWG N.T.S.

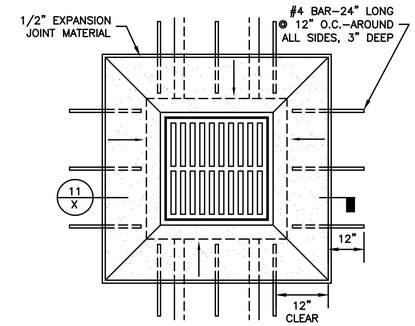
8 DROP INLET - SECTION

7 02721M05catchbasinsect.DWG N.T.S.



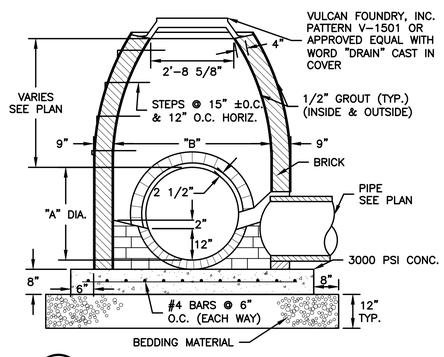
9 DROP INLET IN FIELD-PLAN

7 02721X04catchbasininfieldplan.DWG N.T.S.



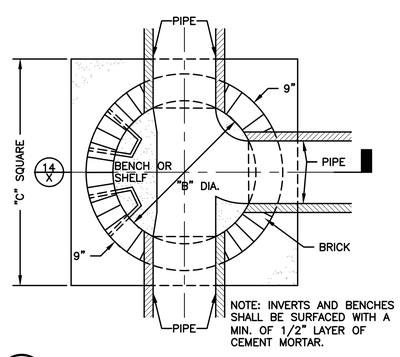
10 DROP INLET IN PAVING-PLAN

7 02721M06cbinpavingplan.DWG N.T.S.



11 DRAINAGE MANHOLE-SECTION

7 02605X02drainagemhsect.DWG N.T.S



12 DRAINAGE MANHOLE - PLAN

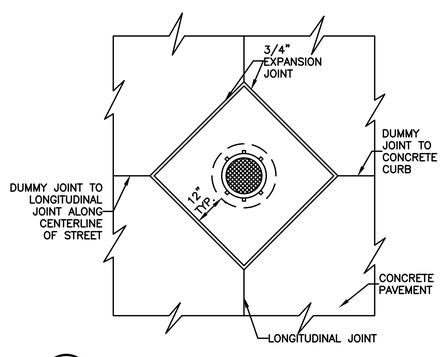
7 02605X01drainagemhplan.DWG N.T.S.

STANDARD M.H. SCHEDULE			
"A" (DIA. OF PIPE)	"A" (DIA. EQUIV. RCPA)	"B"	"C"
10",12",16",18",21" & 24"	18" & 21"	4'–0"	6'–4"
27" & 30"	24"	4'–6"	6'–10"
36"	30"	5'–0"	7'–4"
42"	36"	5'–8"	8'–0"

NOTE:
WHENEVER THE NUMBER OF, OR SIZE OF PIPES, OR DEPTH OF MANHOLE MAKES IT IMPRACTICAL OR IMPOSSIBLE TO CONSTRUCT A SOUND MANHOLE TO THE DIMENSIONS OF SHAPE SHOWN, THE CONTRACTOR SHALL CONSTRUCT A CATCH BASIN IN ACCORDANCE WITH THESE PLANS AND INSTALL THE MANHOLE COVER AS SHOWN ON THESE PLANS. THIS WILL BE PAID FOR UNDER THE DRAINAGE MANHOLE PAY ITEM.

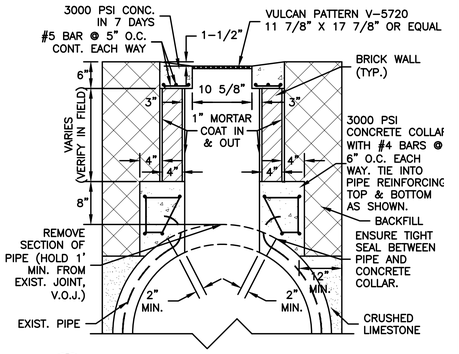
13 DRAINAGE MANHOLE - DATA

7 02605M04drainagemhdata.DWG N.T.S.



14 BOXING MANHOLE

7 N.T.S.



15 TEE INLET - SECTION (RCP)

7 02721M03teeinletsect.DWG N.T.S.

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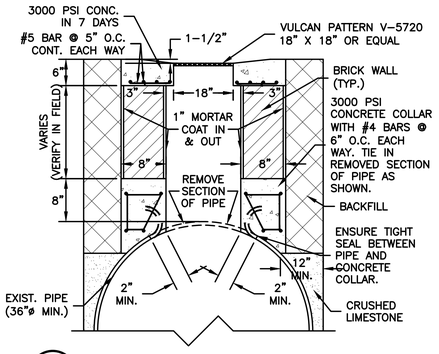
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MISCELLANEOUS DETAILS

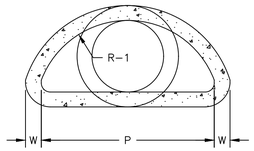
OAK PARK DRAINAGE IMPROVEMENTS - PHASE 1
ST. TAMMANY PARISH, OWNER
MANDEVILLE, LA

sheet no.
30
of ____ sheets

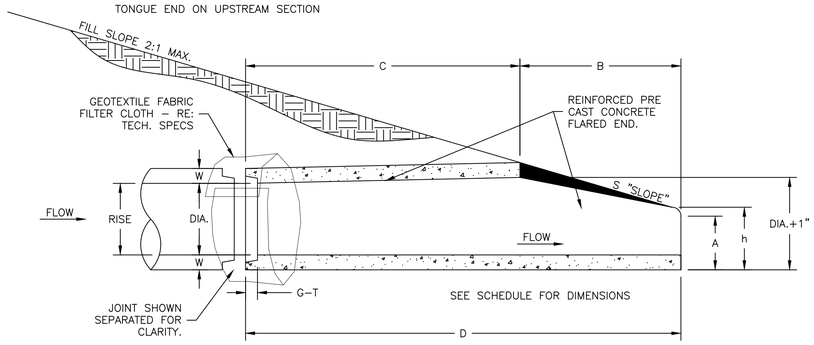
PLOT 1=1
20-2048 30-31 - MISC.DETAILS.dwg



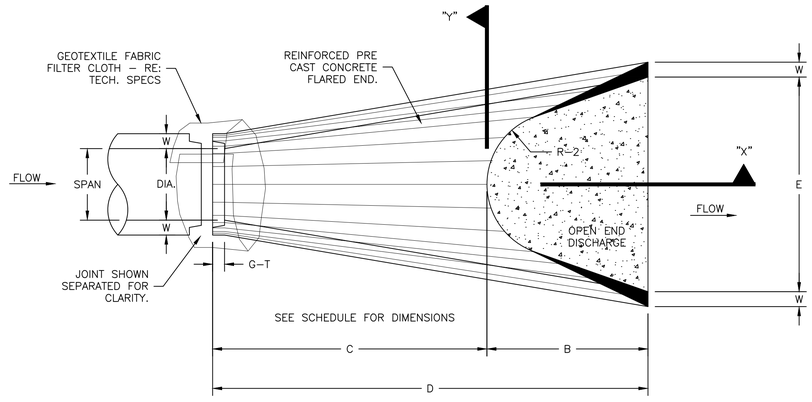
1 TEE INLET - SECTION (CMP)
8 02721M03Bteeinletsect.DWG N.T.S.



10 CONCRETE FLARE - SECTION "Y" (END TREATMENT) N.T.S.



11 CONCRETE FLARE - SECTION "X" (END TREATMENT) N.T.S.

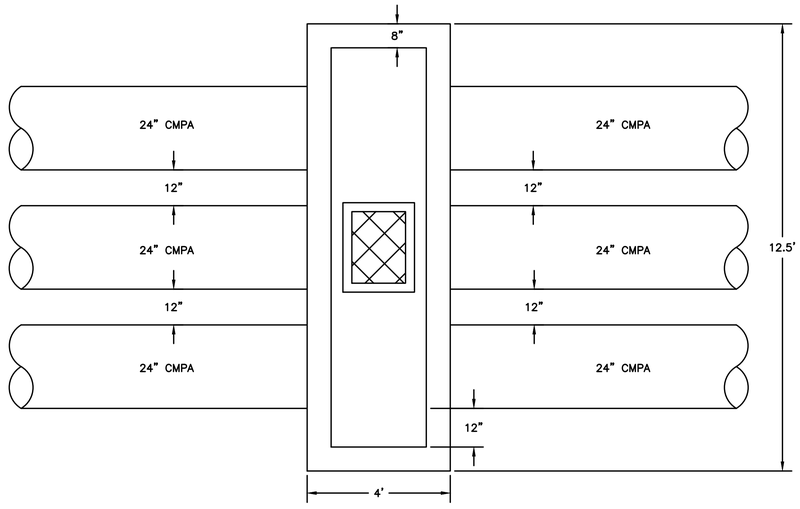


12 CONCRETE FLARE - PLAN (END TREATMENT) N.T.S.

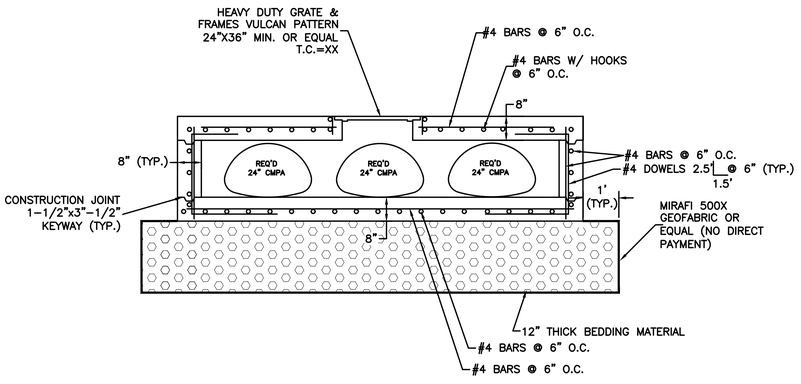
PRECAST CONCRETE FLARED END DIMENSIONING SCHEDULE (RCP)							
DIA.	SPAN X RISE	"T"	"A"	"B"	"C"	"D"	"E"
18"	22" X 13"	2 1/4"	7"	27"	45"	72"	36"
24"	29" X 18"	3"	8 1/2"	39"	33"	72"	48"
30"	36" X 23"	3 1/2"	9 1/2"	49.5"	46"	96"	60"
36"	44" X 27"	4"	10 1/2"	60"	23 1/2"	73"	72"
42"	51" X 31"	4 1/2"	15 13/16"	60"	36"	96"	78"
48"	58" X 36"	5"	21"	60"	36"	96"	84"
60"	73" X 45"	6"	31"	60"	36"	96"	96"

NOTES:

1. CONCRETE STRENGTH TO BE 3000 PSI (MIN.) AT 28 DAYS.
2. ALL MASONRY TO BE LAID WITH RUNNING BOND AND HEADER COURSE (EVERY FOURTH LAYER).
3. ALL WALLS TO BE PLASTERED 1/2" THICK INSIDE AND OUTSIDE.
4. 12" THICK CRUSHED LIMESTONE BEDDING FOUNDATION SHALL BE REQUIRED UNDER MANHOLES AND CATCH BASINS.
5. PRECAST REINFORCED CONCRETE OR BRICK DRAINAGE STRUCTURES WILL BE ALLOWED IN LIEU OF CAST IN PLACE. CONCRETE DRAINAGE STRUCTURES SHALL BE MANUFACTURED IN ACCORDANCE WITH THE LOUISIANA STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES SECTION 1016 "PRECAST REINFORCED CONCRETE DRAINAGE UNITS."
6. CONTRACTOR SHALL PROVIDE A/E A COPY OF THE SHOP DRAWINGS OF THE PRECAST REINFORCED CONCRETE DRAINAGE UNITS PRIOR TO CONSTRUCTION.



13 DRAIN MANHOLE - PLAN VIEW N.T.S.



14 DRAIN MANHOLE - SECTION VIEW N.T.S.

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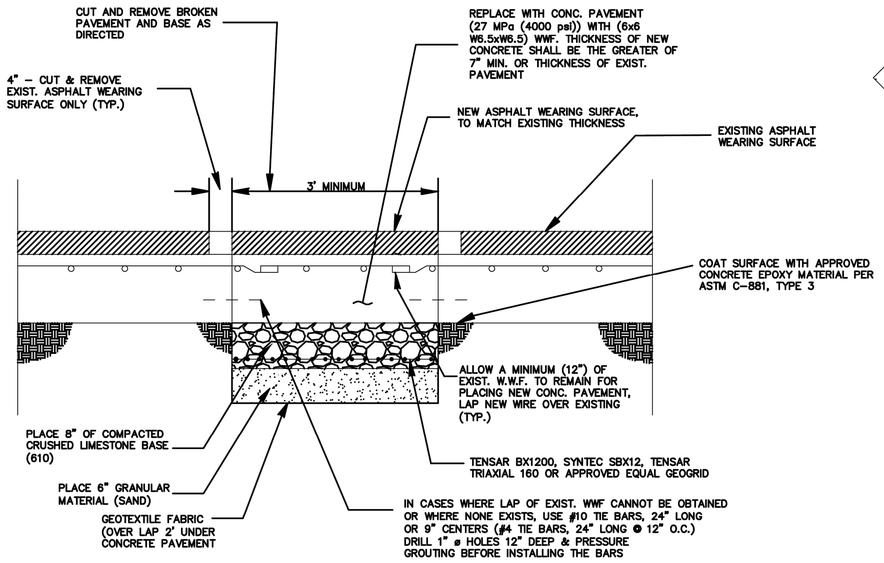
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MISCELLANEOUS DETAILS

OAK PARK DRAINAGE IMPROVEMENTS - PHASE 1
ST. TAMMANY PARISH, OWNER
MANDEVILLE, LA

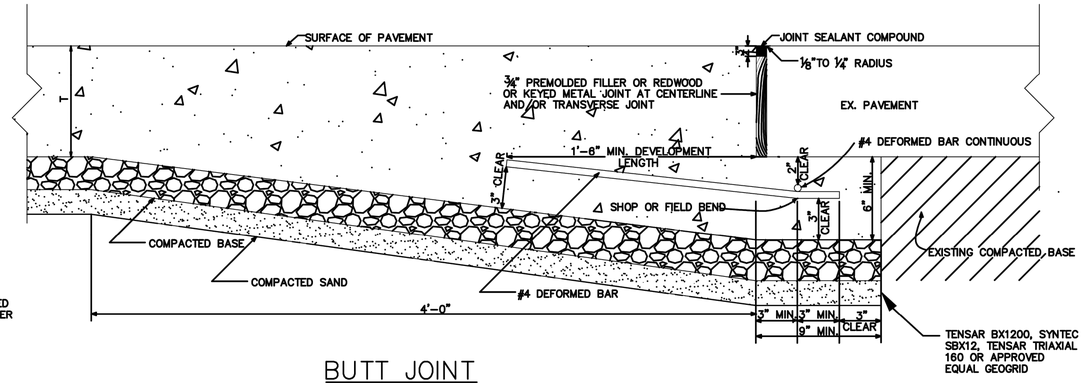
sheet no.
31
of ____ sheets

PLOT 1=1
20-2048 30-31 - MISC.DETAILS.dwg



COMPOSITE PAVEMENT REPAIR

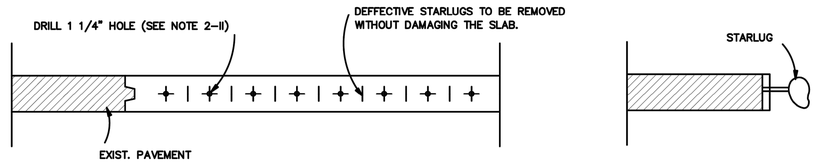
N.T.S.



BUTT JOINT

NTS

1) NOTE: "T" = THICKNESS OF PAVEMENT
2) 8" CLASS II BASE COURSE & 6" EMBANKMENT TO BE INSTALLED ONLY IF EX. BASE IS DEEMED UNSUITABLE BY PROJECT ENGINEER.
3) BUTT JOINT ONLY APPLICABLE WHERE EXISTING CONCRETE IS NOT SUITABLE FOR DOWELING. THE PLACEMENT OF THIS JOINT WILL BE DETERMINED BY PROJECT ENGINEER IN THE FIELD.
4) MINIMUM BAR LENGTH IS TO BE 24"
5) BARS ARE TO BE 12" O.C. AT TRANSVERSE JOINTS AND 24" O.C. AT LONGITUDINAL JOINTS.



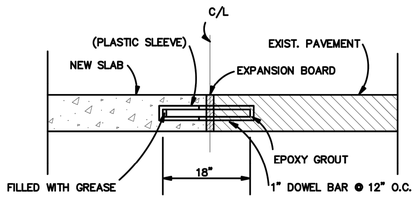
END VIEW SIDE VIEW

REPLACING JOINT WITH DAMAGED STARLUG SITUATION & DOWELING EXISTING TO PROPOSED CONCRETE

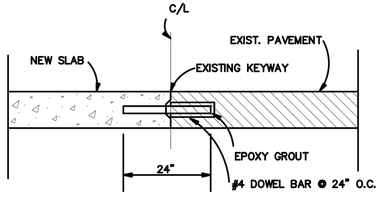
NTS

NOTE:

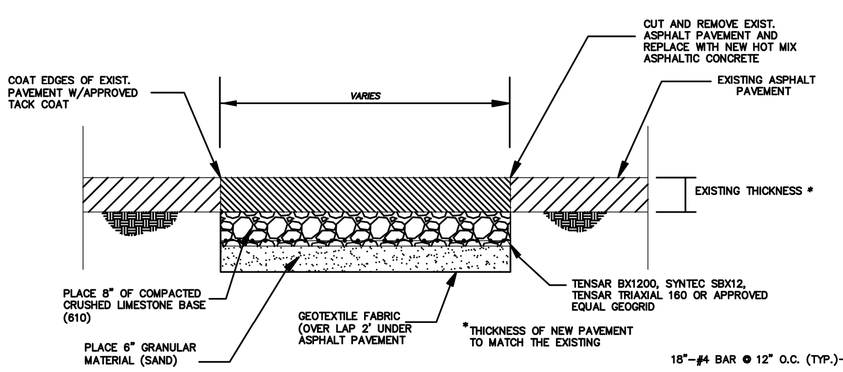
1. IF TRENCH IS BETWEEN THE EDGE OF THE ROAD AND 1ST. QUARTER POINT, REMOVE SLABS TO THE QUARTER POINT AND REPACE THE SECTION TO GRADE AND THICKNESS AS SPECIFIED, AND FORM BUTT JOINT.
2. IF TRENCH IS BETWEEN THE CURB AND CENTERLINE, PAST THE QUARTER POINT, SAW CUT THE PAVEMENT ALONG CENTERLINE, REMOVE HALF THE SLAB, REPLACE HALF SLAB WITH NEW CONCRETE TO SPECIFIED THICKNESS AND FORM A BUTT JOINT ALONG CENTERLINE. INSTALL QUARTER POINT IN THE NEW SLAB.
3. EXISTING SLOPE MAY BE PAROBOLIC OR TANGENT. SLOPE OF THE NEW SLAB SHALL MATCH THE EXISTING SLAB.



DOWEL BAR DETAIL FOR TRANSVERSE JOINTS



DOWEL BAR DETAIL FOR LONGITUDINAL JOINTS

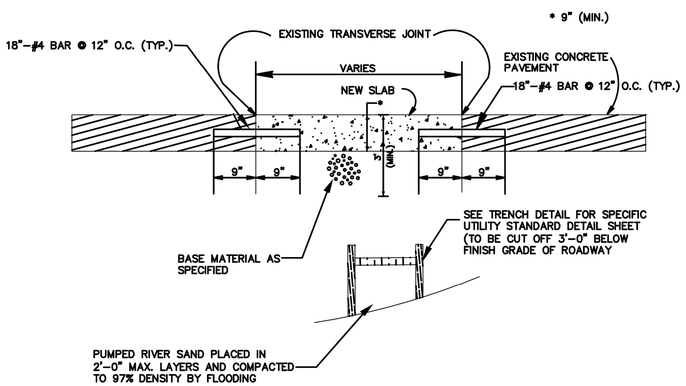


ASPHALT PAVEMENT REPAIR

N.T.S.

NOTES:

1. THE ENGINEER WILL DECIDE, PER EXISTING FIELD CONDITIONS, WHETHER TO SALVAGE EXISTING STARLUGS OR REPLACE WITH DOWEL BARS.
2. INSTALLING DOWEL BARS AT BUTT JOINTS
   - I. REMOVE ALL OF THE STARLUGS FROM THE OLD EXISTING SECTION OF CONCRETE WITHOUT DAMAGING THE SLAB.
   - II. DRILL 1 1/4" HOLE 9" IN LENGTH BETWEEN STARLUG LOCATIONS IN THE EXISTING SLAB AT CENTER OF SLAB WHERE EXISTING CONCRETE IS > 5".
   - III. INSERT A 1" PLASTIC COATED SMOOTH DOWEL BAR, 18" LONG, 9" DEEP INTO THE DRILLED HOLE AND GROUT WITH APPROVED EPOXY GROUT.
   - IV. GREASE THE REMAINDER OF THE DOWEL BAR AND SLIP A 4" PLASTIC SLEEVE FILLED WITH GREASE OVER END OF BAR AS SHOWN IN DETAIL.
   - V. POUR THE NEW SLAB WITH SMOOTH DOWEL BARS IN POSITION.
   - VI. DO NOT TOE CONCRETE UNDER EXPANSION BOARD OR UNDER EXISTING PAVEMENT.
   - VII. IF THE EXPANSION BOARD IS DAMAGED AND CANNOT BE SALVAGED, REMOVE THE BOARD AND REPLACE WITH AN APPROVED FLEXIBLE JOINT MATERIAL.
   - VII. IF EXISTING CONCRETE IS < 5" A BUTT JOINT WILL BE PLACED ALONG THE FULL LENGTH OF THE TRANSVERSE JOINT.



CONCRETE PAVEMENT REPAIR

N.T.S.

PLOT 1=1
20-2048 32-33 - STANDARD DETAILS.dwg

project no. 20-2048
drawn CDR, MJM, SKB
checked MJF
date 7-10-2025
revised

STATE OF LOUISIANA
MATTHEW J. FALATI
License No. 31848
PROFESSIONAL ENGINEER
7-10-2025

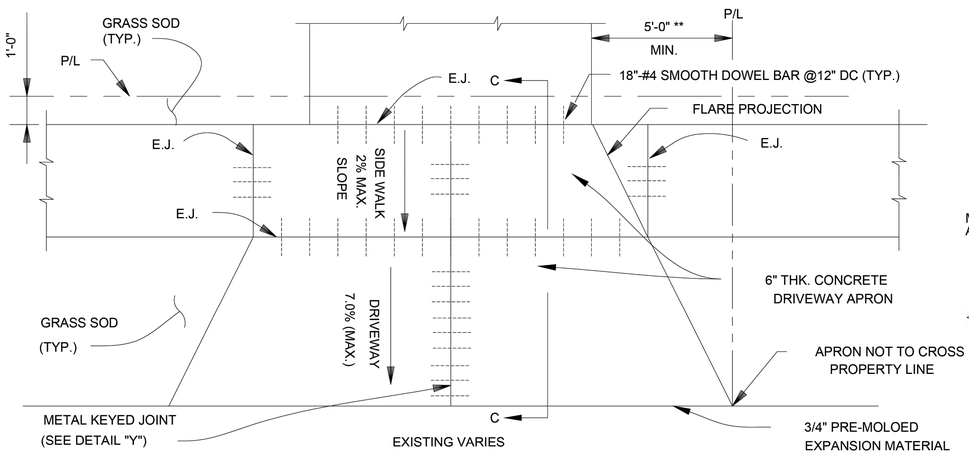
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Meyer Engineers, Ltd. ENGINEERS & ARCHITECTS

STANDARD ROADWAY RECONSTRUCTION

OAK PARK DRAINAGE IMPROVEMENTS - PHASE 1
ST. TAMMANY PARISH, OWNER
MANDEVILLE, LA

sheet no. 32 of ____ sheets



EXPANSION JOINT FOR NEW DRIVEWAY

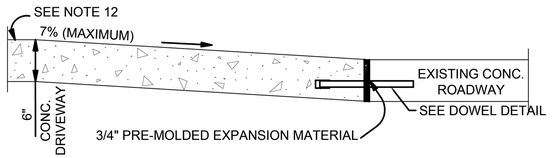
DETAIL "A"

NOTED:
PRE-POUR INSPECTIONS ARE REQUIRED. CALL THE DEPARTMENT OF COMMUNITY DEVELOPMENT AT 504-278-4310 FOR APPOINTMENT.

DRIVEWAY NOTES:

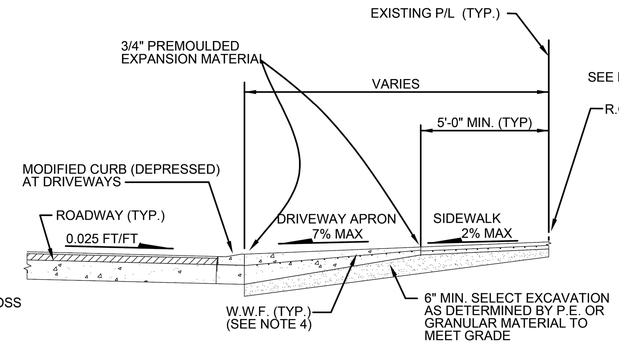
* 1) DRIVEWAY WIDTH SHALL BE AS DIRECTED BY PROJECT ENGINEER IN FIELD.
** 2) LIMITS OF DRIVEWAYS SHALL BE AS DIRECTED BY PROJECT ENGINEER IN THE FIELD.
*** 3) LIMITS OF SIDEWALK REMOVAL TO BE DETERMINED IN FIELD BY PROJECT ENGINEER.
4) DRIVEWAYS SHALL BE REINFORCED WITH 6" X 6" X 10/10 WELDED WIRE REINFORCEMENT SHEETS.
**** 5) FLARE WIDTHS MAY HAVE TO BE ADJUSTED TO MEET FIELD CONDITIONS. PROJECT ENGINEER SHALL DIRECT CONTRACTOR IN FIELD.
6) DRIVEWAY SLOPE SHALL NOT EXCEED 7% WITHOUT WRITTEN APPROVAL FROM PROJECT ENGINEER.
7) NO WORK SHALL BE PERFORMED ON PRIVATE PROPERTY UNLESS THE PARISH HAS OBTAINED A RIGHT OF ENTRY FROM THE PROPERTY OWNER.
8) MATCH EXISTING DRIVEWAY MATERIALS "IN KIND". (EXP. AGGREGATE, BRICK, ETC...) (N.D.P.)
9) IF PROJECT ENGINEER DETERMINES THAT TYPICAL DRIVEWAY DETAIL IS NOT FEASIBLE, CONTRACTOR TO REPLACE "IN KIND".
10) SIDEWALK AND DRIVEWAY APRON THICKNESS SHALL BE 6" FOR RESIDENTIAL.
11) TRANSITIONS WHERE SIDEWALKS MEET DRIVEWAYS SHALL NOT EXCEED THE MAXIMUM ALLOWABLE SLOPE OF 2.00%
12) EXPANSION JOINTS WILL BE REQUIRED ALONG RIGHT-OF-WAY (R.O.W.) LINE OR SERVITUDE LINE. (SEE DETAIL B) (APPLICABLE IN ALL SITUATIONS)
13) METAL KEYED JOINTS NEEDED FOR DRIVEWAYS GREATER THAN 16 FEET IN WIDTH

DETAIL "D"

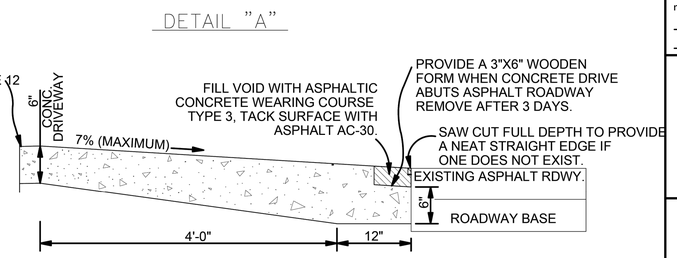


NEW DRIVEWAY CONNECTION TO EXISTING CONCRETE ROADWAY WITHOUT CURB

(N.T.S.)



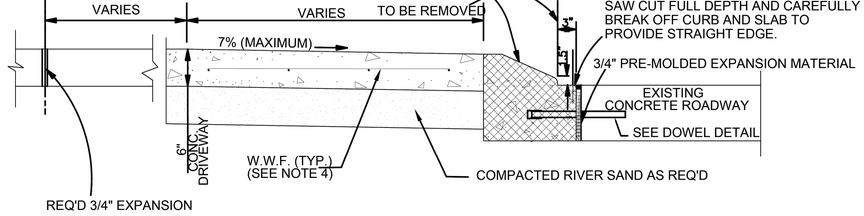
DETAIL "A"



NEW DRIVEWAY CONNECTION TO EXISTING ASPHALT ROADWAY WITHOUT CURB

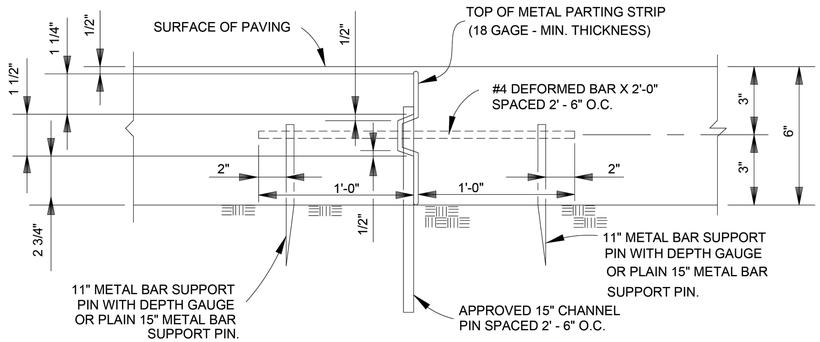
(N.T.S.)

DETAIL "B"



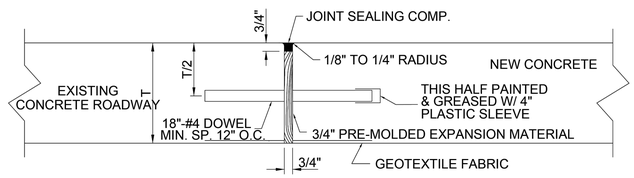
NEW DRIVEWAY CONNECTION TO EXISTING CONCRETE ROADWAY WITH ROLLOVER CURB (CURB TO BE REMOVED)

(N.T.S.)



DETAIL "Y"

N.T.S.



EXPANSION JOINT DETAIL

LIST OF VARIOUS WAIVER FORMS

1. WAIVER FOR ANY FORM OF PATTERNED CONCRETE WHETHER DYED, STAMPED, BRICK PAVERS, OR BRICK EDGING.
2. WAIVER FOR NO SIDEWALK IN BLOCK AREA. (THIS WAIVER IS A NOTARIZED DOCUMENT WHICH REQUIRES PRIOR COMMUNICATION WITH THE DEPT. OF ENGINEERING BEFORE COMING IN TO SIGN.)
3. HOLD HARMLESS AGREEMENT FOR BRICK MAILBOX. THIS ALSO SERVES AS A PERMIT TO HAVE MAILBOX OVER PARISH RIGHT OF WAY.

A. THE TYPICAL STANDARD SLOPE IS 5.2% (5/8" PER FOOT). THE MAXIMUM ALLOWABLE SLOPE IS 7% WITHIN THE VICINITY OF AREAS ADJACENT TO EXISTING OR PROPOSED DRIVEWAYS. ANY SLOPE GREATER THAN THE TYPICAL STANDARD SLOPE OF 5.2% MUST BE APPROVED IN WRITING BY THE DEPARTMENT OF PUBLIC WORKS PRIOR TO CONSTRUCTION.

B. SIDEWALK MUST BE DESIGNED AND CONSTRUCTED TO PROVIDE FOR A MAXIMUM LONGITUDINAL SIDEWALK SLOPE OF 8.33% (1" PER FOOT), NOT TO EXCEED A GREATER RISE THAN 6" PER 6 FEET, WHICH INCLUDES THE LONGITUDINAL TRANSITION FROM NEW SIDEWALK TO EXISTING SIDEWALK LOCATED AT THE ADJACENT PROPERTY LINE.

project no. 20-2048
drawn CDR, MJM, SKB
checked MJF
date 7-10-2025
revised

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STANDARD DRIVEWAY CONNECTION DETAILS

OAK PARK DRAINAGE IMPROVEMENTS - PHASE 1

ST. TAMMANY PARISH, OWNER

MANDEVILLE, LA

sheet no. 33 of ____ sheets

PLOT 1=1
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