

NOTICE TO BIDDERS

ST. TAMMANY PARISH

Sealed bids will be received by the Department of Procurement, until 2:00 p.m., **Tuesday**, **January 6, 2026**, and then opened and read publicly at that time by the Procurement Staff for the following project:

Bid #25-38-2- Tammany Trace Bridge #25

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

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

Tammany Trace Bridge # 25

BID NO.: 25-38-2

November 13, 2025

Section 01

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Section 02

Instructions to Bidders

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

- 1. Bid security is required. Be sure that your bid includes such security as is necessary to meet Parish requirements and is properly signed. The bid must be fully completed. All applicable Louisiana license numbers must be affixed.
- 2. The Owner is the St. Tammany Parish Government (the "Parish").
- 3. The terms "he/his" and "it/its" may be used interchangeably.
- 4. The terms "Owner," the "Parish," and "St. Tammany Parish" may be used interchangeably.
- 5. The successful Bidder understands the limited contract time in the contract is <u>two</u> <u>hundred and seventy (270) calendar days</u>, 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 <u>written approval</u> 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 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.
- A Bid Guarantee of five percent (5%) of the amount of the total Bid, including Alternates, 15. 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. <u>Payment of Premiums:</u> 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. <u>Deductibles</u>: Any and all deductibles in the described insurance policies shall be assumed by and be at the sole risk of the Contractor.
- 52. <u>Authorization of Insurance Company(ies) and Rating</u>: 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.

<u>Named Insured</u>: 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

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

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

<u>Waiver of Subrogation:</u> 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*.

<u>Hold Harmless:</u> 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.

<u>Cancellation Notice</u>: 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

	<u>Date</u>	Time (CT)
Bid Due Date	January 6, 2026	2:00 PM
Inquiry Deadline	December 22, 2025	2:00 PM
Addendum Deadline	December 30, 2025	2:00 PM

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

- 60. St. Tammany Parish Government contracts to be awarded are dependent on the available funding and/or approval by members designated and/or acknowledged by St. Tammany Parish Government. At any time, St. Tammany Parish Government reserves the right to cancel the award of a contract if either or both of these factors is deficient.
- 61. Any action by the Parish to disqualify any Bidder on the grounds that they are not a responsible Bidder shall be conducted in accordance with LSA-R.S. 38:2212(X).
- 62. Failure to complete or deliver within the time specified or to provide the services as specified in the bid or response will constitute a default and may cause cancellation of the contract. Where the Parish has determined the contractor to be in default. The Parish reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid or response from the defaulting contractor will be considered.

63.	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 Contractor must provide all labor, equipment, materials, and tools necessary for the removal and replacement of an existing bridge structure, earthwork, and road base. The Contractor shall also perform the relocation of an existing drainage ditch, installation of concrete and asphalt paving, as well as the fabrication and installation of pedestrian handrail, installation of concrete bridge foundations, and installation of a prefabricated steel truss pedestrian bridge, as required, per the construction drawings and specifications.

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

The time period for completion of work is two hundred and seventy (270) calendar days from the issuance of Notice to Proceed (NTP) by the Parish.

II. Location of Work:

Tammany Trace Bridge #25

Section 36, Township 6S, Range 11E & Section 31, Township 6S, Range 12E Town of Abita Springs, LA

III. <u>Documents:</u> Bid Documents dated November 13, 2025, and entitled:

Tammany Trace Bridge #25 Bid #25-38-2

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	BID FOR: Tammany Trace Bridge #25
	21454 Koop Dr., Suite 2F Mandeville, La 70471	Bid No.: 25-38-2
	(Owner to provide name and address of owner)	(Owner to provide name of project and other identifying information.)
Docun any ad tools, a comple Govern	nents, b) has not received, relied on, or based his denda, c) has personally inspected and is familiar appliances and facilities as required to perform, in	s that she/he; a) has carefully examined and understands the Bidding is bid on any verbal instructions contrary to the Bidding Documents or with the project site, and hereby proposes to provide all labor, materials, in a workmanlike manner, all work and services for the construction and dance with the Bidding Documents prepared by: St. Tammany Parish
Bidder	rs must acknowledge all addenda. The Bidder ac	knowledges receipt of the following ADDENDA: (Enter the number the
Design	er has assigned to each of the addenda that the Bidder	is acknowledging)
	AL BASE BID: For all work required by the Bid" * but not alternates) the sum of:	ne Bidding Documents (including any and all unit prices designated
design	CRNATES: For any and all work required by the ated as alternates in the unit price description. Part No. 1 (Owner to provide description of alternate and states)	ne Bidding Documents for Alternates including any and all unit prices state whether add or deduct) for the lump sum of:
N/A		
Altern	nate No. 2 (Owner to provide description of alternate and s	state whether add or deduct) for the lump sum of:
N/A		
Altern	nate No. 3 (Owner to provide description of alternate and s	state whether add or deduct) for the lump sum of:
N/A		
NAMI	E OF BIDDER:	
ADDF	RESS OF BIDDER:	
	SIANA CONTRACTOR'S LICENSE NUMB	
	E OF AUTHORIZED SIGNATORY OF BIDI	
TITL	E OF AUTHORIZED SIGNATORY OF BIDI	DER:
	ATURE OF AUTHORIZED SIGNATORY O	F BIDDER **:
	FOLLOWING ITEMS ARE TO BE INC ORM PUBLIC WORK BID FORM:	LUDED WITH THE SUBMISSION OF THIS LOUISIANA

- * The <u>Unit Price Form</u> shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.
- ** A CORPORATE RESOLUTION OR WRITTEN EVIDENCE of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5).

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

LOUISIANA UNIFORM PUBLIC WORK BID FORM UNIT PRICE FORM

<u>TO:</u>	BID FOR:
St. Tammany Parish Government	TAMMANY TRACE BRIDGE #25
21454 Koop Drive, Suite 2F	Bid No.: 25-38-2
Mandeville, LA. 70471	
(OWNER TO PROVIDE NAME AND ADDRESS OF OWNER)	(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 #	CLEARING AND GRUBBING	
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
201-01-00100	1	LUMP		
Description:	☑ BASE BID OR	□ ALT #	REMOVAL OF EXISTING BR	IDGE
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
202-02-00010	1	EACH		
Description:	☑ BASE BID OR	□ ALT #	REMOVAL OF ASPHALT PA	VEMENT
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
202-02-02020	160.1	SQYD		
Description:	☑ BASE BID OR	□ ALT #	REMOVAL OF BASE (SOIL C	EMENT, ASPHALT, OR BCS)
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
202-02-03000	160.1	SQYD		

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.

Version 2017 Q2

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 PIPE (YARD DRA	N)
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
202-02-32160	1	EACH		
Description:	■ BASE BID OR	□ ALT #	GENERAL EXCAVATION	
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
203-01-00100	141	CUYD		
Description:	■ BASE BID OR	□ ALT #	DRAINAGE EXCAVATION	
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
203-02-00100	590	CUYD		
Description:	■ BASE BID OR	□ ALT #	EMBANKMENT	
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
203-03-00100	351	CUYD		
Description:	■ BASE BID OR	□ ALT #	TEMPORARY SEDIMENT CHECK	X DAMS (STONE)
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
204-05-00200	3	EACH		
Description:	■ BASE BID OR	□ ALT #	TEMPORARY SILT FENCING	
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
204-06-00100	460	LNFT	a noid based upon setual quantitic	

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 # CLASS II BASE COURSE (6" THICK) (CRUSHED STONE)				
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
302-02-06020	136.7	SQYD		
Description:	☑ BASE BID OR	□ ALT #	ASPHALT CONCRETE	
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
502-01-00100	22.7	TON		
Description:	☑ BASE BID OR	□ ALT #	RIPRAP (55 LB, 18" THICK)	
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
711-01-04000	824	SQYD		
Description:	☑ BASE BID OR	□ ALT #	GEOTEXTILE FABRIC	
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
711-04-00100	1229	SQYD		
Description:	☑ BASE BID OR	□ ALT #	TEMPORARY SIGNS AND BA	ARRICADES
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
713-01-00100	1	LUMP		
Description:	☑ BASE BID OR	□ ALT #	MULCH (VEGETATIVE)	
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
716-01-00100	1	TON		

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 #	SEEDING	
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
717-01-00100	20	LB		
Description	: ☑ BASE BID OR	□ ALT #	FERTILIZER	
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
718-01-00100	500	LB		
Description	: ☑ BASE BID OR	□ ALT #	MOBILIZATION	
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
727-01-00100	1	LUMP		
Description	: ☑ BASE BID OR	□ ALT #	CONSTRUCTION LAYOUT	
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
740-01-00100	1	LUMP		
Description	: ☑ BASE BID OR	□ ALT #	PRECAST CONCRETE PILES (1	14")
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
804-01-00200	640	LNFT		
Description	: ☑ BASE BID OR	□ ALT #	PRECAST CONCRETE PILES (1	18")
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
804-01-00400	624	LNFT		

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:	ion: ☑ BASE BID OR ☐ ALT # DYNAMIC MONITORING ASSISTANCE			
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
804-14-00100	6	EACH		
Description:	■ BASE BID OR	□ ALT #	CONSTRUCTION SITE SURV	'EY
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
804-17-00100	1	LUMP		
Description:	☑ BASE BID OR	□ ALT #	VIBRATION MONITORING	
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
804-18-00100	12	DAY		
Description:	☑ BASE BID OR	□ ALT #	CLASS A1 CONCRETE (DECI	K)
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
805-01-00200	66.67	CUYD		
Description:	☑ BASE BID OR	□ ALT #	CLASS A1 CONCRETE (BEN'	Т САР)
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
805-01-00300	45.16	CUYD		
Description:	☑ BASE BID OR	□ ALT #	CONCRETE FINISH (CLASS	3 SPECIAL FINISH)
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
805-18-00200	1176	SQFT		

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#	DEFORMED REINFORCING	STEEL
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
806-01-00100	17470	LB		
Description	BASE BID OR	□ ALT #	STRUCTURAL METALWOR	K (ANCHOR BOLTS)
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
807-02-00100	1	LUMP		
Description	BASE BID OR	□ ALT #	STRUCTURAL METALWOR	K (ERECT PRE-FABRICATED STEEL TRUSS)
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
807-04-00100	1	LUMP		
Description	BASE BID OR	□ ALT #	CONCRETE APPROACH SLA	ABS (CAST-IN-PLACE)
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
813-01-00100	280	SQFT		
Description	BASE BID OR	□ ALT #	SEALED EXPANSION JOINT	(END DAMS AND PREFORMED NEOPRENE SEAL)
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
815-02-00100	72	LNFT		
Description	BASE BID OR	□ ALT #	SAW CUTTING ASPHALT CO	ONCRETE PAVEMENT
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
NS-500-00340	120	INLF		

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 #	APPROACH HANDRAIL	
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
NS-800-00260	46	LNFT		

Section 05

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

STATE OF				
PARISH/CO	UNTY OF			
BEFC	PRE ME , the undersigned authority, in and for the above stated State and Parish (or			
County), pers	onally came and appeared:			
	Print Name			
who, after firs	at 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

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.

duties for affiant; and

- 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 Nam
Title:
Entity name:

THIS	, DAY OF	. 202
	,	
	Notary Public	
Print Name:		
Notary I.D./	Bar No.:	
My commiss	ion expires:	

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

STATE OF	'
PARISH/C	OUNTY OF
	TORE ME , the undersigned authority, in and for the above stated State and Parish (or
County), pe	rsonally came and appeared:
	Print Name
who, after fi	irst 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:
	ORN TO AND SUBSCRIBED BEFORE ME,, DAY OF, 202
Print Name	Notary Public
	/Bar No.:
My commis	ssion exnires:



INSURANCE REQUIREMENTS*

Construction Project:	Tammany Trace Bridge #25
Bid#:	25-38-2

IMPORTANT - PLEASE READ

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

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. <u>Waiver of Subrogation</u>: 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. <u>Additional Insured</u>: 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. <u>Payment of Premiums</u>: 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. <u>Project Reference</u>: 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. <u>Commercial General Liability*</u> 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. <u>Business Automobile Liability*</u> 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.	<u>Contractor's Professional Liability/Errors and Omissions*</u> 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
		 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 <u>OR</u> 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.)
$\overline{\mathbf{V}}$	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.
V	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 <u>each location</u> . The Contractor shall be responsible for all policy deductibles. The Installation Floater Insurance shall provide coverage for property owned by others and include the interests of the Owner, Contractor and Subcontractors and shall terminate only when the Project is accepted in writing. St. Tammany Parish Government, ATTN: Risk Management Department, P. O. Box 628, Covington, LA 70434 shall be named as a Loss Payee on the policy.

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

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

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

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

Any inquiry regarding these insurance requirements should be addressed to:

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

Section 07

Project Signs

1. General

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

2. Materials

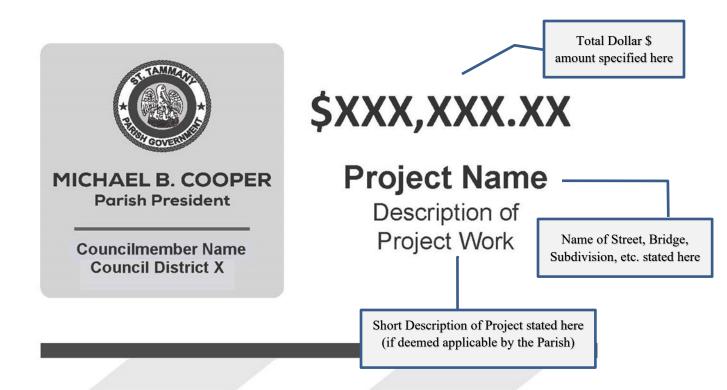
- a. The printed project sign(s) shall be 3/8" primed Medium Density Overlay (MDO) **OR** 3-millimeter corrugated plastic secured to exterior plywood (4' x 4').
- b. Contractor shall not use previously provided templates and/or fonts.

3. Execution

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

Blank Template of Parish Project Sign:

PROGRESS



Example of a Completed Parish Project Sign:

PROGRESS



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 <u>DEFINITIONS OF TERMS</u>

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 <u>A.A.S.H.T.O</u> 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 <u>A.C.I</u> 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 <u>Addenda</u> Written or graphic instruments issued prior to the opening of bids which clarify, correct, modify or change the bidding or Contract Documents.
- 01.04 <u>Advertisement</u> 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.
- O1.05 <u>Agreement</u> 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.
- O1.06 <u>Application for Payment</u> 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 <u>A.S.T.M.</u> 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 <u>Bid</u> 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 <u>Bidder</u> Any person, partnership, firm or corporation submitting a Bid for the Work.
- 01.10 <u>Bonds</u> 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 <u>Change Order</u> 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.
- O1.12 <u>Contract Documents</u> 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 <u>Contract Price</u> The total monies payable to the Contractor under the Contract Documents.

- 01.14 <u>Contract Time</u> The number of consecutive calendar days stated in the Agreement for the completion of the Work.
- 01.15 <u>Contractor</u> The person, firm, corporation or Contractor with whom the Owner has executed the Agreement.
- 01.16 <u>Defective Work</u> 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 <u>Drawings</u> 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 <u>Field Order</u> A written order issued by the Owner or his agent which clarifies or interprets the Contract Documents.
- 01.19 <u>Modification</u> (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 <u>Notice to Contractor</u> 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 <u>Notice to Proceed</u> 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 <u>Project Representative</u> The authorized representative of the Owner who is assigned to the Project or any parts thereof.
- 01.26 <u>Proposal</u> 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 <u>Shop Drawings</u> 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 <u>Specifications</u> 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 <u>Subcontractor</u> 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 <u>Substantial Completion</u> 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 <u>Superintendent</u> Contractor's site representative. The person on the site who is in full and complete charge of the Work.
- 01.32 <u>Time</u> 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).
- O2.07 Only the Contractors licensed by the State to do the type of Work involved can submit a Proposal for the Work. The envelope containing the Proposal shall have the Contractor's license number on it. Failure to be properly licensed constitutes authority by the Owner for rejection of Bid.
- 02.08 Bidders shall not attach any conditions or provisions to the Proposal. Any conditions or provisions so attached may, at the sole option of the Owner, cause rejection of the Bid or Proposal.
- 02.09 A Bid Guarantee of five percent (5%) of the amount of the total Bid, including Alternates, must accompany the Proposal and, at the option of the Bidder, may be a cashier's check, certified check or a satisfactory Bid Bond. The Bid Guarantee must be attached to the Louisiana Uniform Public Work Bid Form. No Bid will be considered unless it is so guaranteed. Cashier's check or certified check must be made payable to the order of the Owner. Cash deposits will not be accepted. The Owner reserves the right to cash or deposit the cashier's check or certified check. Such guarantees shall be made payable to the Parish of St. Tammany. In accordance with LSA-R.S. 38:2218(C), if a bid bond is used, it shall

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

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

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

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

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

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

- 06.01 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 <u>RECORD DRAWINGS</u>

- 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 <u>Table 3.1</u> 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 <u>LIQUIDATED DAMAGES</u>

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 <u>INJURIES TO PERSONS AND PROPERTY</u>

- 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 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 <u>INSURANCE</u>

- 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 <u>Payment of Premiums:</u> 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 <u>Deductibles</u>: Any and all deductibles in the described insurance policies shall be assumed by and be at the sole risk of the Contractor.
- 24.05 <u>Authorization of Insurance Company(ies) and Rating</u>: 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:

<u>Date of Issue:</u> Certificate must have current date.

<u>Named Insured</u>: 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

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

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

<u>Waiver of Subrogation:</u> 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*.

<u>Additional Insured:</u> 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*.

<u>Hold Harmless:</u> 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.

<u>Cancellation Notice</u>: 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. <u>Commercial General Liability</u> 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 <u>Per Project</u>. 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. <u>Marine Liability/Protection and Indemnity</u> 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. <u>Contractors' Pollution Liability and Environmental Liability</u> 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. <u>Business Automobile Liability</u> 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, <u>Installation Floater</u> 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. <u>Professional Liability</u> (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.
- 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, resubmission 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 <u>INTENTION OF THESE GENERAL CONDI</u>TIONS

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

33.08 <u>DEFAULT AND WAIVERS</u>

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 HEL	D ON,
A QUORUM BEING THERE PRESENT, ON MO	DTION DULY MADE AND SECONDED. IT
WAS:	
RESOLVED THAT	, BE AND IS HEREBY
APPOINTED, CONSTITUTED AND DESIGN A	TED AS AGENT AND ATTORNEY-IN-
FACT OF THE CORPORATION WITH FU LL P	OWER AND AUTHORITY TO ACT ON
BEHALF OF THIS CORPORATION IN ALL NE	GOTIATIONS, BIDDING, CONCERNS
AND TRANSACTIONS WITH THE PARISH OF	FST. TAMMANY OR ANY OF ITS
AGENCIES, DEPARTMENTS, EMPLOYEES O	R AGENTS, INCLUDING BUT NOT
LIMITED TO, THE EXECUTION OF ALL BIDS	S, PAPERS, DOCUMENTS, AFFIDAVITS,
BONDS, SURETIES, CONTRACTS AND ACTS	
ORDERS AND NOTICES ISSUED PURSUANT	TO THE PROVISIONS OF ANY SUCH BID
OR CONTRACT, THIS CORPORATION HEREI	BY RATIFYING, APPROVING,
CONFIRMING, AND ACCEPTINGEACH AND	EVERY SUCH ACT PERFORMED BY
SAID AGENT AND ATTORNEY-IN-FACT.	
	REBY CERTIFY THE FOREGOING TO BE
	RUE AND CORRECT COPY OF AN
	ERPT OF THE MINUTES OF THE ABOVE
	ED MEETING OF THE BOARD OF
	ECTORS OF SAID CORPORATION, AND
	SAME HAS NOT BEEN REVOKED OR
RES	CINDED.
	SECRETARY-TREASURER
	DATE

SECTION 10

Certificate of Insurance Instructions

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

<u>Waiver of Subrogation</u>: 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



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)

certificate holder in lieu of such endor	sement	t(s).				
PRODUCER			CONTACT NAME:			
		PHONE FAX (A/C, No, Ext): (A/C, No):				
		(A/C, NO, EXT): (A/C, NO): E-MAIL ADDRESS:				
						NAIC#
			INSURER A:			
INSURED			INSURER B:			
			INSURER C:			
			INSURER D:			
			INSURER E :			
COVERAGES CER	TIFICA	ATE NUMBER:	INSURER F :		REVISION NUMBER:	
			/F BEEN ISSU			OLICY PERIOD
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 SU	JBR /VD POLICY NUMBER	POLIC (MM/DD	Y EFF POLICY EXP	LIMITS	
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COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$	
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					GENERAL AGGREGATE \$	
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WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N					WC STATU- OTH- TORY LIMITS ER	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A				E.L. EACH ACCIDENT \$	
(Mandatory in NH) If yes, describe under					E.L. DISEASE - EA EMPLOYEE \$	
DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT \$	
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Project Name:						
Contract #:						
(Name St. Tammany Parish Government a	e an ad	ditional insured)				
(Name St. Tammany Parish Government as an additional insured).						
·						
			04116=::::			
CERTIFICATE HOLDER			CANCELLA	TION		
St. Tammany Parish Government P.O. Box 628 Covington, LA 70434			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE			
		THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
						Covingion, LA 10404

Bond No.:		

CONTRACT AGREEMENT BETWEEN PARISH AND CONTRACTOR

DV. CT. TAMMANIV DADICH COVEDNMENT	UNITED STATES OF		
BY: ST. TAMMANY PARISH GOVERNMENT	AMERICA		
WITH:	STATE OF LOUISIANA		
	ST. TAMMANY PARISH		
This agreement is entered into this	day of		
20, by and between: «txtREQCompanyName», he	reinafter 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:

Bond No.:

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.

Bond No.:	
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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

Bond No.:____

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.

Bond No.:_____

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.

Bond No.:_____

C. Force Majeure

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

D. Indemnification

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

owners, agents, employees, partners or subcontractors. The Contractor shall not

indemnify for the portion of any loss or damage arising from the Parish's act or

failure to act.

E. Intellectual Property Indemnification

Contractor shall fully indemnify and hold harmless the Parish, without limitation,

from and against damages, costs, fines, penalties, judgments, forfeitures,

assessments, expenses (including attorney fees), obligations, and other liabilities

in any action for infringement of any intellectual property right, including but not

limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the

Contractor, at its sole expense, shall submit information and documentation,

including formal patent attorney opinions, as required by the Parish.

If the use of the product, material, service, or any component thereof is enjoined

for any reason or if the Contractor believes that it may be enjoined, Contractor,

while ensuring appropriate migration and implementation, data integrity, and

Bond No.:____

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

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

product, material or service in other than the specified operating conditions and

environment.

7. MODIFICATION OF CONTRACT TERMS

Provided that any alterations which may be made in the terms of the Contract or

in the work to be done under it, or the giving by the Parish of any extensions of

time for the performance of the Contract, or any other forbearance on the part of

either the Parish or the Contractor to the other shall not in any way release the

Contractor or the Surety from their liability hereunder, notice to the Surety of any

such alterations, extensions or other forbearance being hereby waived.

8. TERMINATION, CANCELLATION, AND SUSPENSION

A. Termination

The term of this Contract shall be binding upon the Parties hereto until the work has been

completed by the 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:

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.

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

Bond No.:____

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

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.

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

Bond No.:	
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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 <u>One (1)</u> 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

WITNESSES:	ST. TAMMANY PARISH GOVERNMENT:
Signature	
	Michael B. Cooper
Print Name	Parish President
Signature	Date
Print Name	
APPROVED BY:	
Assistant District Attorney- Civil Division	(Surety)

Date

Bond No.:

Print Name

Section 12

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 13 NS Specifications

NS-500 Saw Cutting Asphalt Concrete Pavement

NS-500.01 DESCRIPTION. This work consists of furnishing all equipment, labor, materials, and incidentals to perform saw cutting of existing asphalt concrete pavement as shown on the plans or directed by the Project Engineer.

NS-500.02 MATERIALS. Vacant

NS-500.03 CONSTRUCTION REQUIREMENTS. Vacant

NS-500.04 MEASUREMENT. Saw cutting will be measured and paid at the contract unit price, per inch depth times the linear foot of cut, of the asphalt concrete pavement.

NS-500.05 PAYMENT. Saw cutting will be measured and paid at the contract unit price, per inch depth times the linear foot of cut of the asphalt concrete pavement. Payment will be made under:

Item No.Pay ItemPay UnitNS-500-00340Saw Cutting AsphalticInch Depth-Linear FootConcrete Payement

NS-800 Hand Railing

NS-800.01 DESCRIPTION. This work consists of furnishing and installing hand railing in accordance with the plans. It shall include all labor, materials, and equipment necessary to complete the work.

NS-800.02 MATERIALS. All materials for hand railing shall comply with sections 805, 806, 807, 810, and 811 of the Standard Specifications as applicable, except as noted in the plans.

NS-800.03 CONSTRUCTION REQUIREMENTS. Hand railing fabrication, inspection, and installation shall be done in accordance with the plans, specifications, and as directed by the engineer.

NS-800.04 MEASUREMENT. Hand Railing will be measured by the linear foot of length.

NS-800.05 PAYMENT. Payment for Hand Railing will be made by the linear foot of length at the contract unit price. Payment will be made under:

Item No.Pay ItemPay UnitNS-800-00260Approach HandrailLinear Foot

Section 14

ST. TAMMANY PARISH ROADWAY TESTING & INSPECTION STANDARDS FOR RESIDENTIAL AND COMMERCIAL SUBDIVISIONS

GENERAL:

- Louisiana Standard Specifications for Roads and Bridges (LSSRB), as amended, special provisions by the St. Tammany Parish Roadway Design and Construction Standards shall apply to Roadway Testing and Inspection Requirements.
- Testing of all materials and construction shall be in accordance with ASTM, AASHTO or LA DOTD standards.
- The developer/contractor must retain and pay a qualified testing laboratory to perform all required testing in accordance with St. Tammany standards.
- The Materials Testing Laboratory shall be approved by St. Tammany Parish Engineering Department. The testing and inspection firm must have a minimum of 5 years of experience and operates under the direct supervision of a Louisiana Registered Professional Engineer.
- All testing and inspection reports performed by the independent testing laboratory employed by the developer/contractor shall be submitted to the Parish Engineering Department within 10 working days after the tests are conducted.

1. Roadway Subgrade Preparation

The roadway alignment shall be stripped of all topsoil with organics and other deleterious materials. The topsoil in St. Tammany Parish is generally underlain by moisture sensitive silty soils. These near surface silty deposits shall be examined at the time of construction since they tend to lose their support capabilities if they become wet. Consequently, depending on the site condition at the time of construction, the moisture sensitive soils may have to be undercut and replaced with compacted structural fill.

Once the roadway alignment is stripped and undercut to the required subgrade elevation, the roadway subgrade shall be proofrolled using a single or a tandem axle dump truck or similar heavily loaded rubber tired vehicle weighing about 20 tons. Soils which are observed to rut or deflect under the moving load shall be undercut and replaced with compacted structural fill, disked open to dry or treated to form a stable non-yielding subgrade prior to fill placement. Proofrolling the roadway subgrade shall be witnessed by St. Tammany Parish Inspection personnel or their representative prior to proceeding with fill placement. The approval of the subgrade is valid for 24 hours. Therefore, the subgrade shall be protected and covered with fill as soon as possible. Should the subgrade will be required.

1. Roadway Fill

Fill placed along the roadway alignment shall consist of sandy clays, clayey or silty sands free of organics and other deleterious materials. The fill shall have a maximum liquid limit of 40 and a plasticity index less than 18 percent. The structural fill shall be placed in maximum lifts of 8 inches of loose materials and shall be compacted within 1 percentage point below to 3 percentage points above the optimum moisture content. The fill shall be compacted to at least 95 percent of the fill's maximum dry density as determined by ASTM D698 (AASHTO T99). Each lift of fill shall be tested by the parish designated testing laboratory and approved prior to placement of subsequent lifts. The edge of the fill shall extend at least 2 feet beyond the edge of the road or face of curb. Field density tests shall be conducted in accordance with ASTM D2922 at 100 foot intervals along the roadway alignment.

3. Aggregate Base Course

The roadway aggregate base shall consist of Class II Base including 610 limestone or crushed concrete meeting the requirements of the latest edition of Louisiana Standard Specifications for Roads and Bridges (LSSRB), Section 1003.3D. The aggregate base shall be compacted to at least 95 percent of the aggregate's maximum dry density determined by ASTM D698 (AASHTO T99). Field density tests shall be conducted on the base material in accordance with ASTM D2922 at 100 foot intervals along the roadway alignment. In addition, depth checks shall be conducted at the density test locations to verify compliance with the pavement design and parish requirements.

4. Lime Treated Subgrade

Lime treatment may be used to stabilize the clay subgrade or to dry the in situ soil. It is not intended for use as a pavement base. Lime treatment shall be conducted after the soil has been classified and the plasticity index of the soil is determined to optimize the quantity of lime needed to treat the soil. The following percent of hydrated lime, by weight, is a guide to treat the cohesive soil. The actual amount shall be verified by an approved testing laboratory prior to field application.

% of Hydrated Lime by Weight	Clay Soil Plasticity Index, %
2	18 to 30
4	31 to 45

The percent of lime required to stabilize clays with plasticity indices over 45 percent shall be determined by an independent testing laboratory. Lime treatment of silty soils shall be conducted for drying purposes only.

Lime treatment shall be designated by type in accordance with LSSRB, Section 304. When lime is used to treat the clay sub-base or to prepare for cement treatment, Type B and Type C shall be used, respectively. For Type B and Type C treatments, the pulverized treated soil shall yield 95 percent passing the ¾ inch sieve and 50 percent passing the No. 4 sieve, by weight. The mixture shall be compacted to at least 95 percent of the maximum dry density as determined by ASTM D698 (AASHTO T-99). Field density tests shall be conducted at intervals of 200 linear feet of roadway. The mixture shall be protected against drying in accordance with LA DOTD specifications.

5. Cement Treated Base

Cement treatment of roadways shall be conducted in general accordance with LSSRB, Section 303. Cement treated base generally involves treatment of the existing subgrade soils or treatment of imported embankment fill to be used as a base course in flexible or rigid pavement sections.

The in situ or embankment fill considered for cement treatment shall have a plasticity index of less than 15 percent. Soils with higher plasticity indices shall be lime treated prior to cement treatment. Cement treated bases for roadways shall be designed to yield a minimum compressive strength of 300 psi at 7 days as determined by a mix design in accordance with DOTD TR 432 Standard Procedure. The mix design shall be conducted on representative samples of the subgrade soil by an independent testing laboratory. Unless the results of the mix design indicate otherwise, the silty soils encountered generally in St. Tammany Parish shall be treated with at least 10 percent of Portland Cement, by volume. The roadway shall be prepared in general accordance with LSSRB, Section 303-04. The moisture content of the mixture shall be within 2 percent of the optimum moisture at the time of treatment. Pulverization of the treated soils shall yield a mixture with at least 60 percent passing the No. 4 sieve.

Compaction and finishing of a treated roadway section shall be completed within 3 hours of the initial cement application to the base course materials. The treated base shall be compacted to at least 95 percent of the mixture's maximum dry density as determined by ASTM D698 (AASHTO T-99). Field density tests shall be conducted on the cement treated base at a frequency of not less than 1 test per 100 linear feet of road.

Thickness of the cement treated base shall be verified for compliance with the roadway design. The depth of treatment shall be checked during placement at a frequency of not less than 1 test per 100 linear feet of road. The cement treated base shall be immediately protected against rapid drying by applying an asphalt curing membrane. The treated section shall be allowed to cure for a period of at least 7 days prior to exposure to construction traffic. The contractor shall protect the treated base from damage until the surface course is placed. Damaged base course shall be repaired by the contractor and approved by St. Tammany Parish Engineering Department prior to application of the surface course.

6. Portland Cement Concrete

Portland Cement Concrete for St. Tammany Parish roadways shall be placed on approved roadway bases. The concrete mix design shall be reviewed in accordance with ACI 301 for compliance with the strength requirements. All materials used in the concrete mix shall be from DOTD approved sources. The materials shall be proportioned, batched, cured and placed in accordance with LSSRB, Section 901.

Prior to placement of concrete, depth checks shall be conducted by string lines trained across the forms to verify the pavement thickness at a frequency of not less than 50 feet and shall be witnessed by St. Tammany Parish Inspector or his representative. Deficiencies noted shall be corrected and approved prior to concrete placement.

During placement of Portland Cement Concrete pavement, observation and testing shall be done on a full-time basis. At a minimum slump, air content and mix temperature test shall be conducted every 50 yards of placed concrete. Four (4) compressive strength cylinders shall be cast every 100 cubic yards placed. Cylinders shall be tested as follows: 1 Cylinder at 7 days, 2 cylinders at 28 days and 1 cylinder shall be placed on hold. Additional cylinders shall be cast when high/early mix is used and early concrete strength is required to open the road to traffic with the approval of St. Tammany Parish Engineering Department. The placed concrete shall be finished, cured and protected in accordance with LSSRB requirements. At the discretion of St. Tammany Parish Engineering Department, cores may be obtained for verification of pavement thickness.

7. Asphaltic Concrete

All materials used in the mixture shall be from DOTD approved sources. The materials shall be proportioned to produce a pavement mix meeting LSSRB requirements. The proposed mix design shall be submitted for approval to St. Tammany Parish Engineering Department. The asphaltic concrete mixture shall be placed on a stable and approved base.

During placement of asphaltic concrete, observation and testing shall be on a full-time basis. For each 1,000 tons of materials placed, or a fraction thereof in one day, a sample shall be tested at the plant for percent void, Void Mineral Aggregate (VMA), asphalt content and gradation. The results will be used to control the mixture and form a basis for acceptance of the pavement.

Mix temperature shall be checked on each truck load in the field. Loads with low temperatures not meeting specifications shall not be placed.

The final pavement thickness and density of the mixture shall be verified by obtaining 4 inch diameter cores at a minimum frequency of 1 core per 400 linear feet of road and not less than 3 cores per roadway section. The density of the pavement core shall not be less than 92 percent of the maximum theoretical density. The thickness of the cores shall be within ½ inch of the design thickness. The Parish reserves the right to accept or reject the pavement based on the test results.

8. Utility Trench Backfill

Backfill material for culverts and storm drains shall be placed and compacted in general accordance with LSSRB, Section 701, as modified in this section.

Cross drains and side drains in paved areas shall be backfilled with granular fill A-3 material or better. The backfill shall be placed near optimum moisture and shall be compacted in lifts not exceeding 12 inches. Field density tests shall be performed during the backfill operation from 1 foot above the pipe up to the finished grade. Each layer shall be compacted to 95 percent of the fill's maximum dry density as determined by ASTM D698 (AASHTO T-99). The field density tests shall be conducted at a minimum frequency of 1 test per 100 linear feet.

Bedding material shall be provided under the utility lines with a minimum of 6 inches placed under the pipe and extending one half of the pipe diameter beyond the edge of either side of the pipe or minimum of 12 inches, whichever is greater. The pipe shall be side bedded to the mid-height of the pipe or to the pipe spring line, if arch pipe is used. The bedding material shall consist of free draining granular material meeting the requirements of #57 limestone or crushed concrete. Other bedding materials may be considered by St. Tammany Parish Engineering Department. A geotextile fabric shall also be placed around the pipe at each joint to reduce potential migration of the fill into the joints of the pipe.

Utility trench backfill in non paved areas shall be either granular material or selected soils as defined by LSSRB, Section 701.08. The fill shall be compacted in lifts to the density of the surrounding soil but not less than 90 percent of the fill's maximum dry density as determined by ASTM D698 (AASHTO T-99).



TESTING RECORD

Minimum Testing Requirements for Roadways

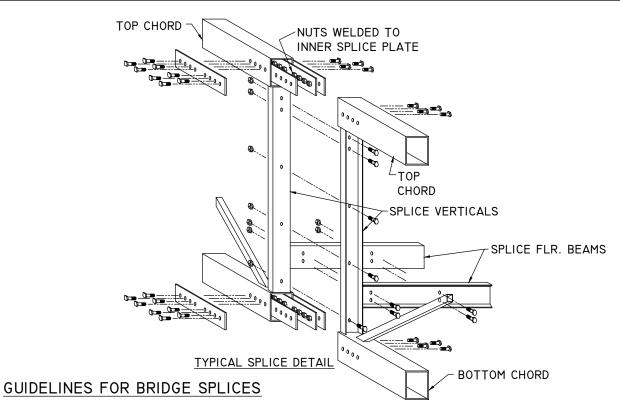
Project Number Road			Date
Project Inspector		Location Description	

Roadway Subgrade Proof roll (tandem axle, 20 tons) All Subgrade	Item	Type of Test/Method	Min Testing Frequency	Required # of Tests	Actual # of Tests
Depth Check Depth Check Field Moisture/Density, ASTM D698 or DOTD TR401 1 Test/100LF/Lift Depth Check Laboratory Moisture/Density, ASTM D698 or DOTD Trest/Aggregate Trype Trest/Soil Trype Trest/Soil Trype Trest/Soil Trype Trest/Aggregate Trype Trest/Soil Trype Trest/Soil Trype Trest/Soil/Cement Series, DOTD TR401 Trest/Soil Trype Trest/Soil T	-	Proof roll (tandem axle, 20 tons)	All Subgrade		
Depth Check	_	Depth Check	Test/50 LF		
Base Lime Treated Subgrade Lime Series, DOTD TR416 Cement Treated Base Roadway Concrete Roadway Concrete Roadway Asphalt Roadway Asphalt Roadway Asphalt Roadway Asphalt Roadway Asphalt Roadway Cores Roadway Thickness and Density Roadway Thickness and Density Roadway Cores Roadway Thickness and Density Roadway Cores Lime Series, DOTD TR416 1 Test/Soil Type 1 Test/Aggregate		Field Moisture/Density, ASTM D698 or DOTD TR401	1 Test/100LF/Lift		
Base Laboratory Moisture/Density, ASTM D698 or DOTD TR418 Sieve Analysis, ASTM C136 or DOTD TR113 1 Test/Aggregate Type Lime Treated Subgrade Field Moisture/Density, DOTD TR401 1 Test/200 LF Cement Treated Base Field Moisture/Density (1 point proctor – family of curves) DOTD TR415	Roadway	Depth Check	1 Test/100 LF		
Lime Treated Subgrade Lime Series, DOTD TR416 Field Moisture/Density, DOTD TR401 Cement Treated Base Roadway Concrete Roadway Asphalt Roadway Asphalt Roadway Cores Time Series, DOTD TR416 1 Test/200 LF 1 Test/Soil Type 1 Test/Soil Type 1 Test/Soil Type 1 Test/J00 LF 1 Test/100 LF 1 Test/100 LF 1 Test/So CYDS 1 Test/So CYDS 1 Set of 4 Cylinders, ASTM C31 Field Temperature Full-Time/Every Load Test/J00 Tons or a Fraction Thereof/day Thickness and Density 1 Test/Aggregate Lime Series, DOTD TR416 1 Test/Soil Type 1 Test/Aggregate 1 Test/Aggregate 1 Test/Aggregate	-				
Subgrade Field Moisture/Density, DOTD TR401 1 Test/200 LF Soil/Cement Series, DOTD TR432 1 Test/Soil Type Field Moisture/Density (1 point proctor – family of curves) DOTD TR415 Field Moisture Density, ASTM D2922 or DOTD TR401 1 Test/100 LF Depth Check 1 Test/100 LF Slump, ASTM C143 1 Test/50 CYDS Temperature, ASTM C1064 1 Test/50 CYDS Test Cylinders, ASTM C31 1 Test/50 CYDS Field Temperature Roadway Asphalt Field Temperature Field Temperature Laboratory Extraction and Gradation, DOTD TR323 and TR309, Marshall Stability, DOTD TR305, Specific Gravity, TR304 or AASHTO M323 (Super Pave) Thickness and Density 1 Test/Aggregate Littility Trench Littility Trench Test/Aggregate Littility Trench Litt		Sieve Analysis, ASTM C136 or DOTD TR113			
Cement Treated Base Field Moisture/Density (1 point proctor – family of curves) DOTD TR415 Field Moisture Density (1 point proctor – family of curves) DOTD TR415 Field Moisture Density, ASTM D2922 or DOTD TR401 Depth Check I Test/100 LF Slump, ASTM C143 I Test/50 CYDS Temperature, ASTM C1064 I Test/50 CYDS Test Cylinders, ASTM C31 Test Cylinders, ASTM C31 Field Temperature Roadway Asphalt Field Temperature Laboratory Extraction and Gradation, DOTD TR323 and TR309, Marshall Stability, DOTD TR305, Specific Gravity, TR304 or AASHTO M323 (Super Pave) Thickness and Density I Test/Aggregate I Test/Aggregate I Test/Aggregate		Lime Series, DOTD TR416	1 Test/Soil Type		
Cement Treated Base Field Moisture/Density (1 point proctor – family of curves) DOTD TR415 Field Moisture Density, ASTM D2922 or DOTD TR401 Depth Check Slump, ASTM C143 Test/50 CYDS Temperature, ASTM C1064 Air Content, ASTM C231 or C173 Test Cylinders, ASTM C31 Field Temperature Laboratory Extraction and Gradation, DOTD TR323 and TR309, Marshall Stability, DOTD TR305, Specific Gravity, TR304 or AASHTO M323 (Super Pave) Thickness and Density Daily/Treated Section Daily/Treated Section 1 Test/100 LF 1 Test/100 LF 1 Test/50 CYDS 1 Test/50 CYDS 1 set of 4 Cylinders/100 CYDS Field Temperature Full-Time/Every Load 1 Test/1000 Tons or a Fraction Thereof/day Thickness and Density 1 Test/Aggregate	Subgrade	Field Moisture/Density, DOTD TR401	1 Test/200 LF		
Cement Treated Base Field Moisture Density, ASTM D2922 or DOTD TR401 1 Test/100 LF Depth Check 1 Test/100 LF Slump, ASTM C143 1 Test/50 CYDS Temperature, ASTM C1064 1 Test/50 CYDS Air Content, ASTM C231 or C173 1 Test/50 CYDS Test Cylinders, ASTM C31 1 Set of 4 Cylinders/100 CYDS Field Temperature Full-Time/Every Load Laboratory Extraction and Gradation, DOTD TR323 and TR309, Marshall Stability, DOTD TR305, Specific Gravity, TR304 or AASHTO M323 (Super Pave) Roadway Cores Iltility Trench LITEST/Aggregate LITEST/Aggregate		Soil/Cement Series, DOTD TR432	1 Test/Soil Type		
Field Moisture Density, ASTM D2922 or DOTD TR401 1 Test/100 LF Depth Check 1 Test/100 LF Slump, ASTM C143 1 Test/50 CYDS Temperature, ASTM C1064 1 Test/50 CYDS Air Content, ASTM C231 or C173 1 Test/50 CYDS Test Cylinders, ASTM C31 1 Set of 4 Cylinders/100 CYDS Field Temperature Full-Time/Every Load Laboratory Extraction and Gradation, DOTD TR323 and TR309, Marshall Stability, DOTD TR305, Specific Gravity, TR304 or AASHTO M323 (Super Pave) Roadway Cores Thickness and Density 3 Cores/1000 Tons LItility Trench 1 Test/Aggregate			Daily/Treated Section		
Roadway Concrete Slump, ASTM C143 1 Test/50 CYDS		Field Moisture Density, ASTM D2922 or DOTD TR401	1 Test/100 LF		
Roadway Concrete Temperature, ASTM C1064 Air Content, ASTM C231 or C173 Test Cylinders, ASTM C31 Field Temperature Laboratory Extraction and Gradation, DOTD TR323 and TR309, Marshall Stability, DOTD TR305, Specific Gravity, TR304 or AASHTO M323 (Super Pave) Roadway Cores Temperature, ASTM C1064 1 Test/50 CYDS 1 set of 4 Cylinders/100 CYDS Full-Time/Every Load 1 Test/1000 Tons or a Fraction Thereof/day 1 Test/1000 Tons or a Fraction Thereof/day 1 Test/Aggregate		Depth Check	1 Test/100 LF		
Concrete Air Content, ASTM C231 or C173 Test Cylinders, ASTM C31 Field Temperature Laboratory Extraction and Gradation, DOTD TR323 and TR309, Marshall Stability, DOTD TR305, Specific Gravity, TR304 or AASHTO M323 (Super Pave) Roadway Cores Control Itility Trench Air Content, ASTM C231 or C173 1 Test/50 CYDS 1 set of 4 Cylinders/100 CYDS Full-Time/Every Load 1 Test/1000 Tons or a Fraction Thereof/day 3 Cores/1000 Tons 1 Test/Aggregate		Slump, ASTM C143	1 Test/50 CYDS		
Test Cylinders, ASTM C31 Test Cylinders, ASTM C31 Field Temperature Laboratory Extraction and Gradation, DOTD TR323 and TR309, Marshall Stability, DOTD TR305, Specific Gravity, TR304 or AASHTO M323 (Super Pave) Roadway Cores Tiest/30 C7DS 1 set of 4 Cylinders/100 CYDS Full-Time/Every Load 1 Test/1000 Tons or a Fraction Thereof/day 1 Test/1000 Tons or a Fraction Thereof/day 1 Test/Aggregate	Roadway	Temperature, ASTM C1064	1 Test/50 CYDS		
Test Cylinders, ASTM C31 Cylinders/100 CYDS	Concrete	Air Content, ASTM C231 or C173	1 Test/50 CYDS		
Roadway Asphalt Laboratory Extraction and Gradation, DOTD TR323 and TR309, Marshall Stability, DOTD TR305, Specific Gravity, TR304 or AASHTO M323 (Super Pave) Roadway Cores Thickness and Density 1 Test/Aggregate		Test Cylinders, ASTM C31			
Asphalt TR309, Marshall Stability, DOTD TR305, Specific Gravity, TR304 or AASHTO M323 (Super Pave) Thickness and Density 1 Test/1000 Tons or a Fraction Thereof/day 1 Test/1000 Tons or a Fraction Thereof/day 1 Test/Aggregate		Field Temperature	Full-Time/Every Load		
Cores Inickness and Density 3 Cores/1000 Tons Utility Trench 1 Test/Aggregate	•	TR309, Marshall Stability, DOTD TR305, Specific Gravity,			
Utility Trench 1 Test/Appregate		Thickness and Density	3 Cores/1000 Tons		
Bedding Gradation, ASTWICESO OF DOTE TALES Type	Utility Trench	Gradation, ASTM C136 or DOTD TR113			
Classification, ASTM D2487 or DOTD TR423 1 Test/Soil Type		Classification, ASTM D2487 or DOTD TR423	1 Test/Soil Type		
Utility Trench Laboratory Moisture/Density, ASTM D698 or DOTD 1 Test/Soil Type TR418 TR418	-	• • • • • • • • • • • • • • • • • • • •	1 Test/Soil Type		
Field Moisture/Density, ASTM D2922 or DOTD TR401 1 Test/100 LF/Lift		Field Moisture/Density, ASTM D2922 or DOTD TR401	1 Test/100 LF/Lift		

Section 15

PIONEER BRIDGE INSTALLATION GUIDELINES

NOTE: IT IS THE CONTRACTOR AND ERECTOR'S RESPONSIBILITY TO FOLLOW ALL SAFETY GUIDELINES FOR CRANE RIGGING AND OPERATION.



- I. DO NOT REMOVE SPLICE PLATES IF THEY ARE ATTACHED TO THE BRIDGE AS EACH PLATE IS MATCHED TO ITS RESPECTIVE JOINT AND MAY NOT BE INTERCHANGEABLE. CLEAN ALL EXPOSED THREADS OF INSTALLED BOLTS (WIRE BRUSH) AND CLEAN OR BLOW OUT NUTS TO REMOVE ANY DEBRIS ACCUMULATED IN TRANSIT. IF ADDITIONAL CLEANING IS NEEDED, RUN A TAP THROUGH THE NUTS. (NOTE: A BOLT CAN BE USED AS A CLEANING TAP BY GRINDING OR CUTTING LONGITUDINAL SLOTS IN THE END OF THE BOLT).
- 2. LUBRICATE (AS NEEDED) BOLTS/NUTS AND THEN SLIGHTLY LOOSEN ALL BOLTS IN EACH CHORD JOINT SO THAT THE PLATES ARE FREE TO MOVE (BUT DO NOT REMOVE PLATES).
- 3. ONE BRIDGE SECTION SHOULD BE "FREE" TO MOVE UP/DOWN OR LEFT/RIGHT (AS IF SUSPENDED BY A CRANE) TO ALLOW THE SECTIONS TO COME TOGETHER EASILY.
- 4. <u>CHORD SPLICES</u> USE A HAND WRENCH ONLY TO INSTALL BOLTS FULLY INTO EACH NUT. DO NOT USE AN IMPACT WRENCH TO TIGHTEN A BOLT UNTIL THE BOLT IS FULLY THREADED INTO THE NUT. FAILURE TO FOLLOW THIS GUIDELINE WILL LIKELY RESULT IN CROSSED THREADS AND BROKEN BOLTS.
- 5. USE CAUTION TO AVOID DAMAGING THE THREADS OF NUTS WITH A SPUD WRENCH. AFTER ALL BOLTS HAVE BEEN LOOSELY INSTALLED, TIGHTEN BOLTS AT THE CENTER OF THE PLATE FIRST AND WORK OUTWARD.
 6. BOLT TIGHTENING: WE RECOMMEND TURN OF THE NUT METHOD IN ACCORDANCE WITH THE "SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS." THIS METHOD IS DESCRIBED BELOW.

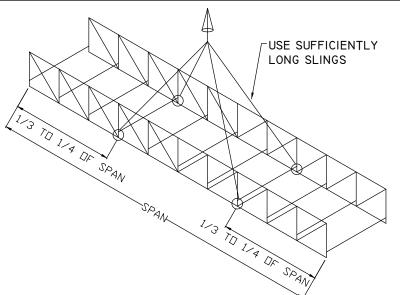
TURN OF THE NUT METHOD

TIGHTENING MAY BE DONE BY IMPACT WRENCH OR HAND WRENCH. FIRST, ALL BOLTS ARE TIGHTENED TO A SNUG-TIGHT CONDITION. THIS IS ACHIEVED WHEN ALL CONTACT SURFACES OF THE JOINT ARE BROUGHT TOGETHER BY A FEW IMPACTS FROM AN IMPACT WRENCH OR THE FULL EFFORT OF A PERSON USING A SPUD WRENCH. A MATCH MARK IS PLACED ON THE BOLT HEAD (OR NUT) AND THE ADJACENT PLATE. ALL BOLTS ARE THEN TIGHTENED BY THE AMOUNT SPECIFIED IN THE TABLE BELOW.

NUMBED OF	NUT OF BOLT TURNS FROM S	NUIG-TIGHT CONDITION		
NOTIBER OF	NUMBER OF NUT OR BOLT TURNS FROM SNUG-TIGHT CONDITION			
	FOR HIGH-STRENGTH BO	DLIS*		
BOLT LENGTH	вот	H FACES NORMAL TO BOLT AXIS		
UP TO 4 DIAMETERS		1/3		
OVER 4 DIAMETERS I	BUT NOT MORE THAN 8 DIAMETERS	1/2		
OVER 8 DIAMETERS E	BUT NOT MORE THAN 12 DIAMETERS	S 2/3		

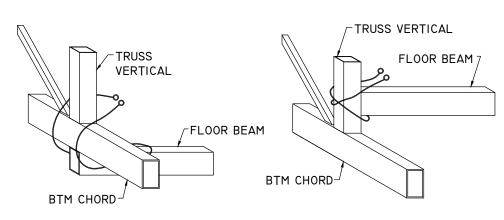
	RENCH SIZE 5 BOLTS
BOLT SIZE	WRENCH SIZE
Ø5/8	1 1/16
Ø3/4	1 1/4
Ø7/8	l 7/l6
ØI	I 5/8

- * NUT ROTATION IS RELATIVE TO THE BOLT REGARDLESS OF WHETHER THE NUT OR BOLT IS TURNED. APPLICATION TOLERANCES ARE AS FOLLOWS:
- ⅓ TURN +/- 30 DEGREES
- ½ TURN +/- 30 DEGREES
- ²/₃ TURN OR MORE +/- 45 DEGREES

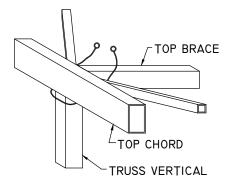


GUIDELINES FOR LIFTING A PIONEER BRIDGE

- I. LIFT BRIDGE ONLY FROM BOTTOM CHORD, NOT FROM TOP CHORD.*
- 2. ALTERNATIVELY, A BRIDGE MAY BE LIFTED BY ITS TOP CHORD IF A SPREADER BEAM IS USED SO THAT THE TRUSSES ARE NOT PULLED INWARD BY THE SLINGS OR CHOKER.
- 3. CONNECT AT PANEL POINTS ONLY (THE INTERSECTION OF TRUSS MEMBERS) AS INDICATED BELOW. PADDING SHOULD BE USED TO PROTECT THE PAINT FROM SCRATCHES.
- 4. USE CARE NOT TO DAMAGE BRIDGE RAILINGS.
- 5. DO NOT LIFT BRIDGE FROM CENTER WITHOUT FIRST CONSULTING WITH PIONEER BRIDGES AS SOME MEMBERS CAN BE OVERSTRESSED.

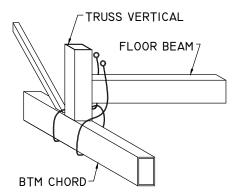


UNDERHUNG FLOORBEAM STYLE BRIDGES



TOP-BRACED BRIDGES

*THIS STYLE MAY BE LIFTED BY THE TOP
CHORD.

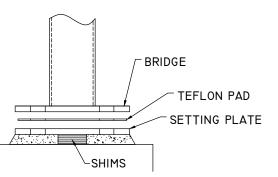


H-STYLE BRIDGES

H-STYLE BRIDGES

ALTERNATIVELY, WRAP CHOKER

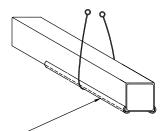
UNDER BOTTOM CHORD



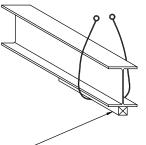
TYPICAL BEARING
(SEE SPECIFIC JOB DRAWINGS FOR ACTUAL BEARING DETAILS)

GUIDELINES FOR BEARINGS

- I. SET THE SETTING PLATE ON APPROXIMATELY I" OF SHIMS BEFORE SETTING THE BRIDGE.
- 2. SET TEFLON PAD ON SETTING PLATE.
- 3. SET BRIDGE ON TEFLON PAD.
- 4. ADJUST SHIMS TO MAKE FLOOR FLUSH WITH BACKWALL OR APPROACH SLAB.
- 5. GROUT SETTING PLATE <u>AFTER</u> BRIDGE IS SET. <u>NEVER</u> ATTEMPT TO GROUT SETTING PLATE BEFORE SETTING BRIDGE (DOING SO WILL VOID BRIDGE WARRANTY).



_A SOFTENER (SUCH AS SPLIT PIPE) IS RECOMMENDED FOR THIN-WALL TUBES.



TIMBER SOFTENER MAY BE USED
ON WIDE-FLANGE CHORDS. (DO
NOT USE ON TUBE CHORDS!)

21-4	FB ADDED TO ISO VIEW		NH 12/16/21	AF 12/16/21	
21-3	NO CHANGES THIS SHEET		NH 5/20/21	AF 5/20/21	
21-2	VARIOUS NOTES UPDATED		NH 2/23/21	AF 2/23/21	
21-1	SPLICE NOTES UPDATED		NH 2/10/21	AF 2/10/21	
RE∨	DESCRIPTION		BY/DATE	CHECKED BY	
A DIVISION OF BAILEY BRIDGES, INC. 119 40th Street NE. Fort Payne, AL 35967 1-866-708-5778 DRAWN BY: DRAWN BY:					
INNER: — NH					
ADDRESS: -	APPROVED BY: AF				
DESCRIPTIO	PIONEER BRIDGE INSTALLA INSTRUCTIONS	AΤΙ	ΠN		

SHEET: 1 OF 1

Section 16



DEPARTMENT OF THE ARMY U.S. ARMY CORPS OF ENGINEERS, NEW ORLEANS DISTRICT 7400 LEAKE AVENUE NEW ORLEANS, LOUISIANA 70118-3651

June 21, 2024

Regulatory Division
Eastern Evaluation Branch

SUBJECT: MVN 2023-01141-EHP

St. Tammany Parish Government

c/o: ELOS

Attn: Michael Hill

607 West Morris Ave., Suite 200

Hammond, LA 70403

Dear Mr. Hill,

This is in regard to your application dated 8 April 2024 requesting authorization for the removal and replacement of the existing pedestrian bridge located on Tammany Trace Bike Trail in St. Tammany Parish, Louisiana, as shown on the enclosed drawings.

This office has determined that your project, as shown in the attached drawings, is authorized by **Nationwide Permit Number 14**, as found in the 27 December 2021, Federal Register, Reissuance of Nationwide Permits (86 FR 2744). Enclosed is a copy of the nationwide permit and the general conditions with which you must comply.

In addition, you must comply with the following conditions:

If abandoned cemeteries, unmarked graves, or human remains are discovered during the permitted activity, the permittee will stop work immediately and comply with the Louisiana Unmarked Human Burial Sites Preservation Act (La. R.S. 8:671 et seq.). The permittee will notify local law enforcement, U.S. Army Corps of Engineers New Orleans District Regulatory Division (CEMVN-RG), and the Louisiana Division of Archaeology (LDOA), within the Louisiana Department of Culture, Recreation and Tourism, Office of Cultural Development, by telephone at 225-342-8170 to assess the nature and age of the human skeletal remains within twenty-four (24) hours of the discovery of unmarked human remains and will accompany local law enforcement personnel during all field investigations. If the appropriate local law enforcement official determines that the remains are not a crime scene, and the remains are more than 50 years old, LDOA has jurisdiction over the remains. In no instance will human remains be removed from the discovery site until jurisdiction is established. In cases where the LDOA assumes jurisdiction and the remains are determined to be American Indian, LDOA will consult with Tribes, CEMVN-RG, and the permittee to determine the appropriate course of action.

- 2. Permittees that discover any previously unknown historic, cultural, or archeological remains and artifacts while accomplishing the permitted activity must immediately notify CEMVN-RG, halt all construction activity at the location of discovery, and avoid construction activities within a fifty (50) foot buffer zone of the location of discovery until the required coordination has been completed. CEMVN-RG will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
- 3. Mechanized land clearing, filling, or vehicle tracking of jurisdictional wetland areas outside the project area for access, staging, and/or implementation of the authorized work is not allowed.
- 4. If the authorized project requires any additional work that requires a Department of Army Section 10/404 permit and that is not expressly permitted herein, the permittee must apply for an amendment to this authorization.

You are reminded that Nationwide Permit General Condition 30 requires you to provide a signed certification stating that the authorized work was conducted in accordance with the permit, including any special conditions, and that mitigation (if required) was completed in accordance with the permit. We have attached this form. The permittee must sign the attached form and a copy of this nationwide permit authorization letter must be attached. Please email this to your project manager with this office or send to: U.S. Army Corps of Engineers, New Orleans District, Attn: CEMVN-RGE, 7400 Leake Avenue, New Orleans, Louisiana 70118-3651.

The authorized work would neither affect any species listed as endangered by the U.S. Departments of Interior or Commerce, nor affect any habitat designated as critical to the survival and recovery of any endangered species.

This determination is only applicable to the permit program administered by the U. S. Army Corps of Engineers. It does not eliminate the need to obtain other applicable federal, state, or local approvals before beginning work.

Permittee is aware that this office may reevaluate its decision on this permit at any time the circumstances warrant.

This determination relative to the nationwide permit expires on 14 March 2026.

Should you have any further questions concerning this matter, please contact Hannah Plaisance at Hannah.N.Plaisance@usace.army.mil or at (504) 862-2521.

Sincerely,

For: Martin S. Mayer Chief, Regulatory Division

Enclosures

Dear Permittee:

Under the terms of the nationwide permit approval granted to you, you are required by federal regulations, to complete and return this "Completion Notice" accompanied by a copy of your authorization letter to our office at the following address:

U.S. Army Corps of Engineers New Orleans District CEMVN-RGE 7400 Leake Avenue New Orleans, Louisiana 70118

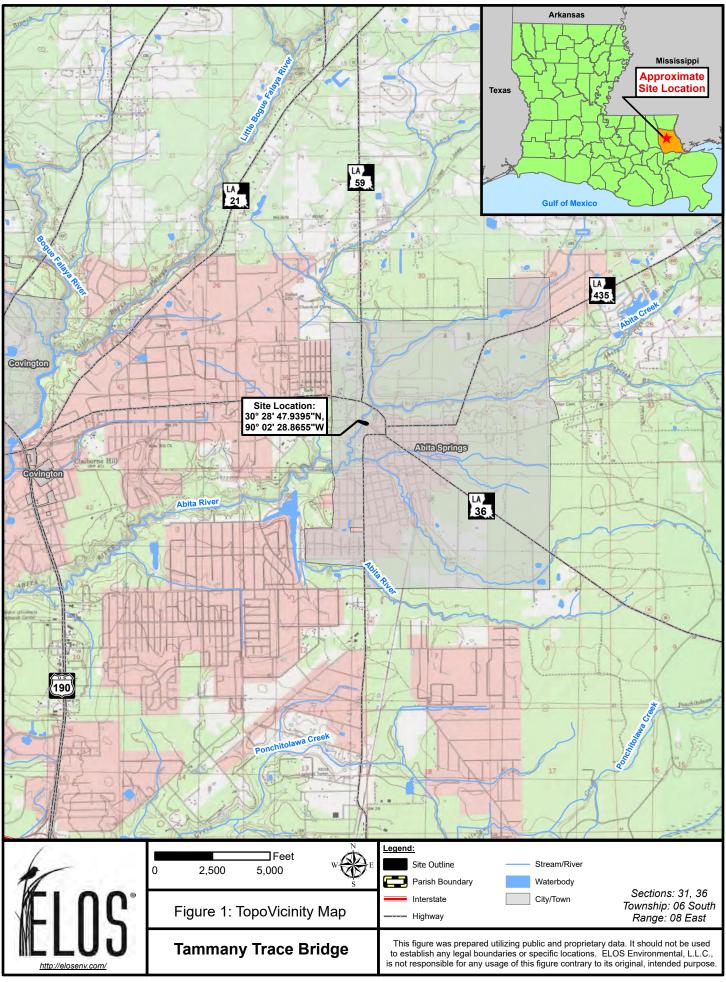
If at a later date you decide not to perform the work, as approved by the nationwide permit, please advise this office so that your file can be so noted. If you have any questions and would like to speak with a Corps of Engineers representative, please call (504) 862-2300.

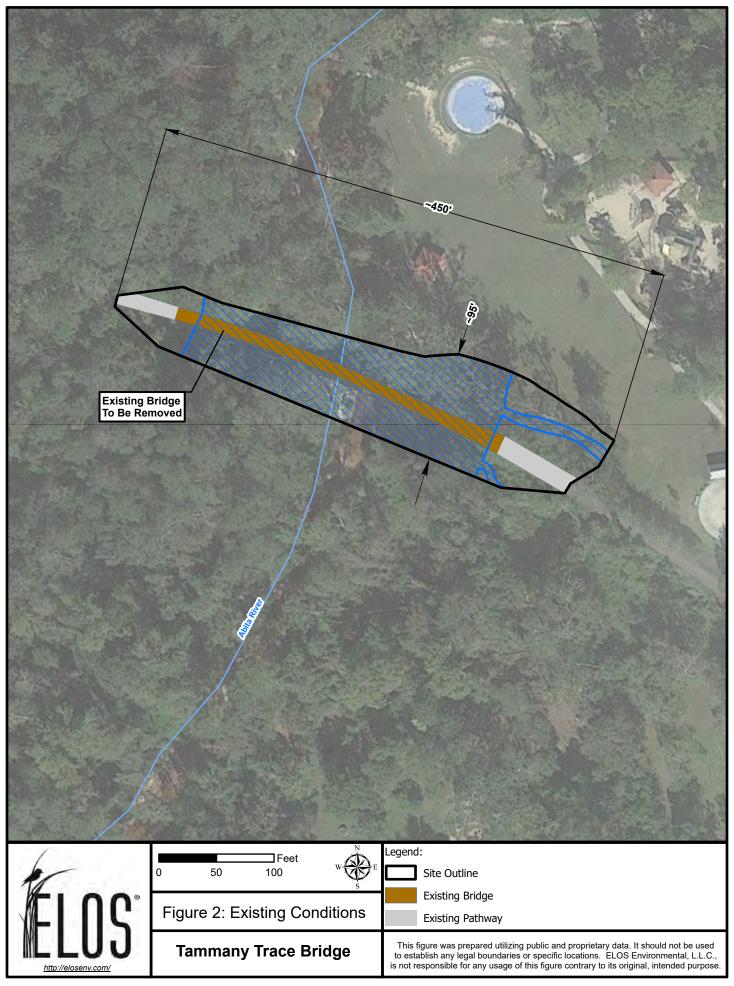
COMPLETION NOTICE

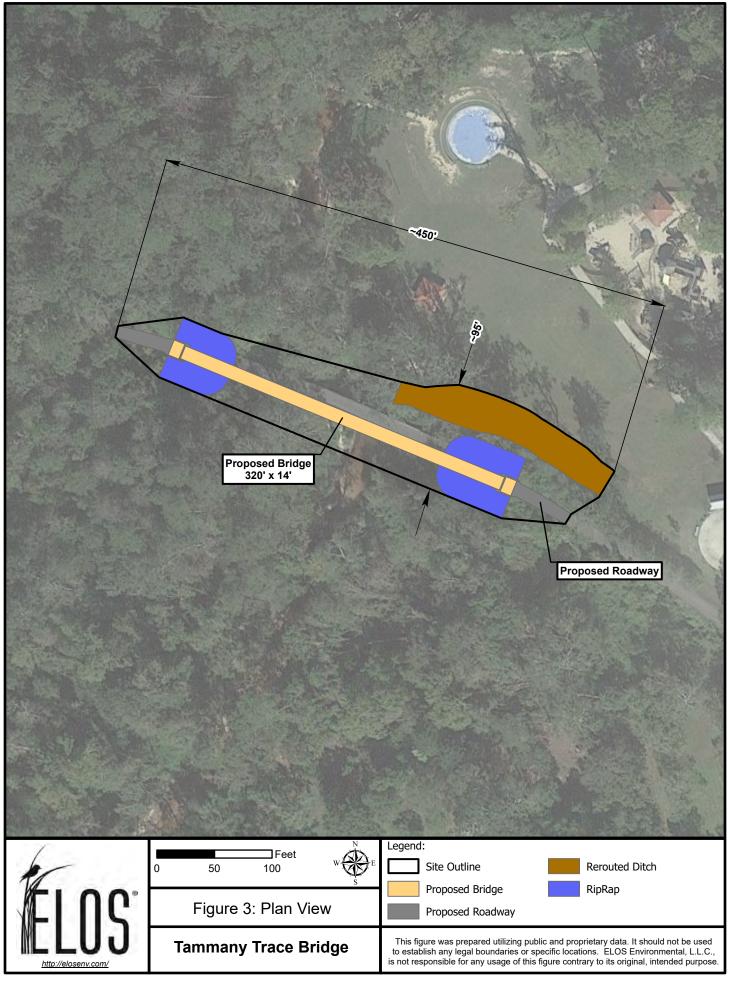
Permit Number: MVN 2023-01141-EHP (NWP #14)

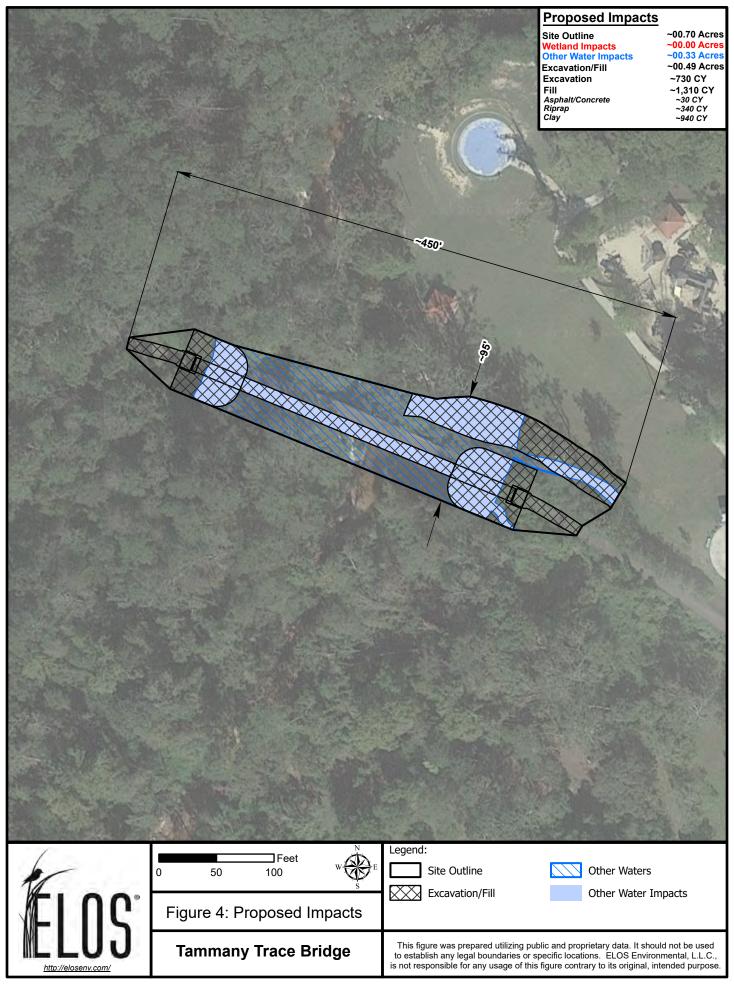
The work authorized in the permit referenced above was completed in accordance with the Department of the Army authorization and applicable general and specific conditions. In addition, mitigation (if required) was completed in accordance with the permit conditions.

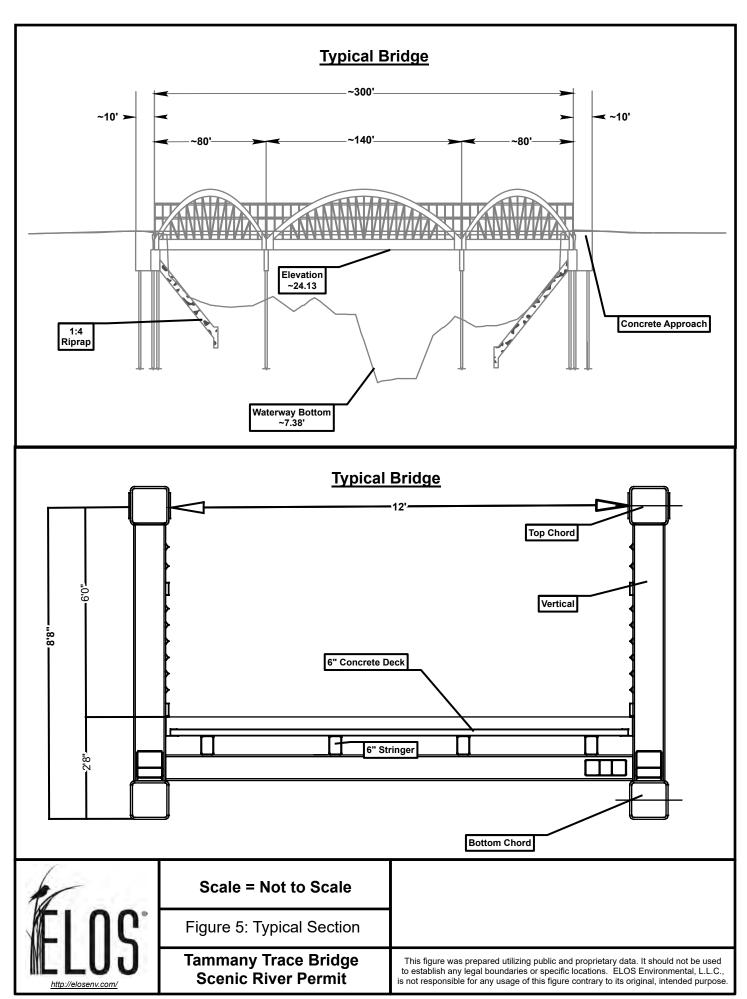
Name (Please print):	 	
Signature:		
Date:		

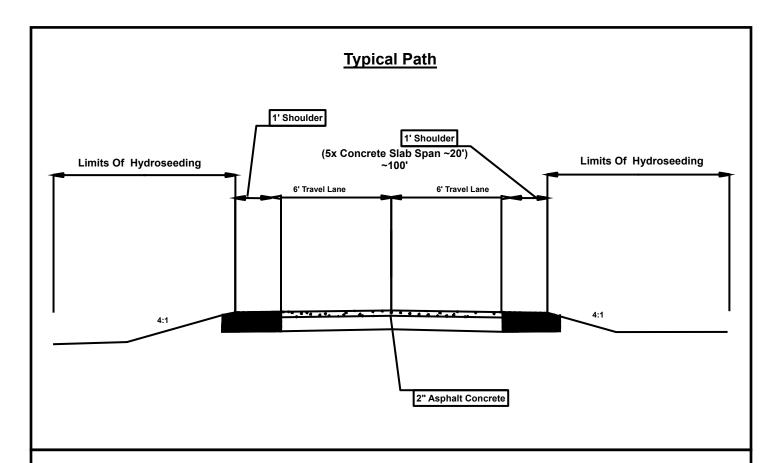




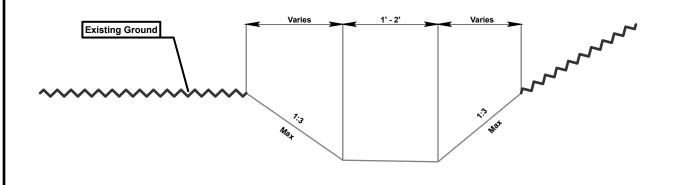














Scale = Not to Scale

Figure 6: Typical Section

Tammany Trace Bridge

This figure was prepared utilizing public and proprietary data. It should not be used to establish any legal boundaries or specific locations. ELOS Environmental, L.L.C., is not responsible for any usage of this figure contrary to its original, intended purpose.



Nationwide Permit Summary

33 CFR Part 330; Issuance of Nationwide Permits – December 27, 2021 and Regional Conditions for Louisiana

Nationwide Permit 14 – Linear Transportation Projects. Activities required for crossings of waters of the United States associated with the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, driveways, airport runways, and taxiways) in waters of the United States. For linear transportation projects in non-tidal waters, the discharge of dredged or fill material cannot cause the loss of greater than 1/2-acre of waters of the United States. For linear transportation projects in tidal waters, the discharge of dredged or fill material cannot cause the loss of greater than 1/3-acre of waters of the United States. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.

This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges of dredged or fill material, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to preconstruction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) the loss of waters of the United States exceeds 1/10-acre; or (2) there is a discharge of dredged or fill material in a special aquatic site, including wetlands. (See general condition 32.)

(Authorities: Section 10 of the Rivers and Harbors Act of 1899 and Section 404 of the Clean Water Act (Sections 10 and 404)).

Note 1: For linear transportation projects crossing a single waterbody more than one time at separate and distant locations, or multiple waterbodies at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. Linear transportation projects must comply with 33 CFR 330.6(d).

Note 2: Some discharges of dredged or fill material for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under Section 404(f) of the Clean Water Act (see 33 CFR 323.4).

Note 3: For NWP 14 activities that require pre-construction notification, the PCN must include any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings that require Department of the Army authorization but do not require pre-construction notification (see paragraph (b)(4) of general condition 32). The district engineer will evaluate the PCN in accordance with Section D, "District Engineer's Decision." The district engineer may require mitigation to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see general condition 23).

A. Nationwide Permit General Conditions

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional (see Section B) or case-specific conditions (see Section C) imposed by the division engineer or district engineer. Prospective permittees should review these general conditions and these regional conditions for awareness of all requirements placed on this NWP authorization. Prospective permittees should also take note on whether this NWP needs a separate Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for this NWP. This information can also be obtained in Section C below. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

1. Navigation.

- (a) No activity may cause more than a minimal adverse effect on navigation.
- (b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.
- (c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his or her authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
- 2. <u>Aquatic Life Movements</u>. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary

purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

- 3. <u>Spawning Areas</u>. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.
- 4. <u>Migratory Bird Breeding Areas</u>. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.
- 5. <u>Shellfish Beds</u>. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.
- 6. <u>Suitable Material</u>. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).
- 7. <u>Water Supply Intakes</u>. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.
- 8. <u>Adverse Effects From Impoundments</u>. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.
- 9. Management of Water Flows. To the maximum extent practicable, the preconstruction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the preconstruction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).
- 10. <u>Fills Within 100-Year Floodplains</u>. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.
- 11. <u>Equipment</u>. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

- 12. <u>Soil Erosion and Sediment Controls</u>. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.
- 13. Removal of Temporary Structures and Fills. Temporary structures must be removed, to the maximum extent practicable, after their use has been discontinued. Temporary fills must be removed in their entirety and the affected areas returned to preconstruction elevations. The affected areas must be revegetated, as appropriate.
- 14. <u>Proper Maintenance</u>. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.
- 15. <u>Single and Complete Project</u>. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.
- 16. Wild and Scenic Rivers.
- (a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.
- (b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. Permittees shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.
- (c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: http://www.rivers.gov/.

17. <u>Tribal Rights</u>. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

18. Endangered Species.

- (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify designated critical habitat or critical habitat proposed for such designation. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless ESA section 7 consultation addressing the consequences of the proposed activity on listed species or critical habitat has been completed. See 50 CFR 402.02 for the definition of "effects of the action" for the purposes of ESA section 7 consultation, as well as 50 CFR 402.17, which provides further explanation under ESA section 7 regarding "activities that are reasonably certain to occur" and "consequences caused by the proposed action."
- (b) Federal agencies should follow their own procedures for complying with the requirements of the ESA (see 33 CFR 330.4(f)(1)). If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.
- (c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat or critical habitat proposed for such designation, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation), the pre-construction notification must include the name(s) of the endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or that utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. For activities where the non-Federal applicant has identified listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) that might be affected or is in the vicinity of the activity, and has so notified

the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have "no effect" on listed species (or species proposed for listing or designated critical habitat (or critical habitat proposed for such designation), or until ESA section 7 consultation or conference has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

- (d) As a result of formal or informal consultation or conference with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWPs.
- (e) Authorization of an activity by an NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.
- (f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete preconstruction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.
- (g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide web pages at http://www.fws.gov/ or http://www.fws.gov/ipac and http://www.nmfs.noaa.gov/pr/species/esa/ respectively.
- 19. <u>Migratory Birds and Bald and Golden Eagles</u>. The permittee is responsible for ensuring that an action authorized by an NWP complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for

contacting the appropriate local office of the U.S. Fish and Wildlife Service to determine what measures, if any, are necessary or appropriate to reduce adverse effects to migratory birds or eagles, including whether "incidental take" permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Historic Properties.

- (a) No activity is authorized under any NWP which may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.
- (b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)(1)). If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.
- (c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts commensurate with potential impacts, which may include background research, consultation, oral history interviews, sample field investigation, and/or field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic

properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect.

- (d) Where the non-Federal applicant has identified historic properties on which the proposed NWP activity might have the potential to cause effects and has so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed. For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.
- (e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.
- 21. <u>Discovery of Previously Unknown Remains and Artifacts</u>. Permittees that discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by an NWP, they must immediately notify the district engineer of what they have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
- 22. <u>Designated Critical Resource Waters</u>. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular

environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

- (a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, 52, 57 and 58 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.
- (b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed by permittees in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after she or he determines that the impacts to the critical resource waters will be no more than minimal.
- 23. <u>Mitigation</u>. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:
- (a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).
- (b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.
- (c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.
- (d) Compensatory mitigation at a minimum one-for-one ratio will be required for all losses of stream bed that exceed 3/100-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. This compensatory mitigation requirement may be satisfied through the restoration or enhancement of riparian areas next to streams in accordance with paragraph (e) of this general condition. For losses of stream bed of

3/100-acre or less that require preconstruction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)).

- (e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. If restoring riparian areas involves planting vegetation, only native species should be planted. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.
- (f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.
 - (1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWPs, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.
 - (2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f).)

- (3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.
- (4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)). If permittee-responsible mitigation is the proposed option, and the proposed compensatory mitigation site is located on land in which another federal agency holds an easement, the district engineer will coordinate with that federal agency to determine if proposed compensatory mitigation project is compatible with the terms of the easement.
- (5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan needs to address only the baseline conditions at the impact site and the number of credits to be provided (see 33 CFR 332.4(c)(1)(ii)).
- (6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).
- (g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.
- (h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party

or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

- (i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.
- 24. <u>Safety of Impoundment Structures</u>. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state or federal, dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality.

- (a) Where the certifying authority (state, authorized tribe, or EPA, as appropriate) has not previously certified compliance of an NWP with CWA section 401, a CWA section 401 water quality certification for the proposed discharge must be obtained or waived (see 33 CFR 330.4(c)). If the permittee cannot comply with all of the conditions of a water quality certification previously issued by certifying authority for the issuance of the NWP, then the permittee must obtain a water quality certification or waiver for the proposed discharge in order for the activity to be authorized by an NWP.
- (b) If the NWP activity requires pre-construction notification and the certifying authority has not previously certified compliance of an NWP with CWA section 401, the proposed discharge is not authorized by an NWP until water quality certification is obtained or waived. If the certifying authority issues a water quality certification for the proposed discharge, the permittee must submit a copy of the certification to the district engineer. The discharge is not authorized by an NWP until the district engineer has notified the permittee that the water quality certification requirement has been satisfied by the issuance of a water quality certification or a waiver.
- (c) The district engineer or certifying authority may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.
- 26. <u>Coastal Zone Management</u>. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). If the permittee cannot comply with all of the conditions of a coastal zone management consistency

concurrence previously issued by the state, then the permittee must obtain an individual coastal zone management consistency concurrence or presumption of concurrence in order for the activity to be authorized by an NWP. The district engineer or a state may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

- 27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its CWA section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.
- 28. <u>Use of Multiple Nationwide Permits</u>. The use of more than one NWP for a single and complete project is authorized, subject to the following restrictions:
- (a) If only one of the NWPs used to authorize the single and complete project has a specified acreage limit, the acreage loss of waters of the United States cannot exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.
- (b) If one or more of the NWPs used to authorize the single and complete project has specified acreage limits, the acreage loss of waters of the United States authorized by those NWPs cannot exceed their respective specified acreage limits. For example, if a commercial development is constructed under NWP 39, and the single and complete project includes the filling of an upland ditch authorized by NWP 46, the maximum acreage loss of waters of the United States for the commercial development under NWP 39 cannot exceed 1/2-acre, and the total acreage loss of waters of United States due to the NWP 39 and 46 activities cannot exceed 1 acre.
- 29. <u>Transfer of Nationwide Permit Verifications</u>. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

"When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and ate below."

(Transferee)		
(Date)		

- 30. <u>Compliance Certification</u>. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:
- (a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;
- (b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(I)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and
- (c) The signature of the permittee certifying the completion of the activity and mitigation. The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.
- 31. Activities Affecting Structures or Works Built by the United States. If an NWP activity also requires review by, or permission from, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a "USACE project"), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission and/or review is not authorized by an NWP until the appropriate Corps office issues the section 408 permission or completes its review to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

32. Pre-Construction Notification.

- (a) *Timing*. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:
 - (1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or
 - (2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).
- (b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:
 - (1) Name, address and telephone numbers of the prospective permittee;
 - (2) Location of the proposed activity;

- (3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;
- (4) (i) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require preconstruction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures. (ii) For linear projects where one or more single and complete crossings require pre-construction notification, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters (including those single and complete crossings authorized by an NWP but do not require PCNs). This information will be used by the district engineer to evaluate the cumulative adverse environmental effects of the proposed linear project, and does not change those non-PCN NWP activities into NWP PCNs. (iii) Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);
- (5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial and intermittent streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45-day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;
- (6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands or 3/100-acre of stream bed and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more

than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

- (7) For non-federal permittees, if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat (or critical habitat proposed for such designation), the PCN must include the name(s) of those endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;
- (8) For non-federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;
- (9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the "study river" (see general condition 16); and
- (10) For an NWP activity that requires permission from, or review by, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from, or review by, the Corps office having jurisdiction over that USACE project.
- (c) Form of Pre-Construction Notification: The nationwide permit pre-construction notification form (Form ENG 6082) should be used for NWP PCNs. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.

(d) Agency Coordination:

- (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal.
- (2) Agency coordination is required for: (i) all NWP activities that require preconstruction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iii) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.
- (3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, sitespecific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure that the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each preconstruction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.
- (4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

- (5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.
- B. Regional Conditions for all Nationwide Permits in the state of Louisiana approved for reissuance/issuance on February 3, 2022.

Regional Condition 1. No regulated activity may cause the permanent loss or the conversion of greater than ½ acre of cypress swamp and/or cypress-tupelo swamp.

Regional Condition 2. No regulated activity may cause the permanent loss or the conversion of greater than ½ acre of coastal prairie, pine savanna, and/or pitcher plant bogs.

Regional Condition 3. No regulated activity is authorized under any NWP permit which has been determined to have an adverse impact upon a federal or state designated rookery and/or bird sanctuary.

Regional Condition 4. Dredged and/or fill material placed within wetlands and other waters must be free of contaminants.

Regional Condition 5. For work within the Louisiana Coastal Zone and/or the Outer Continental Shelf off Louisiana;

- a. The New Orleans District's Programmatic General Permit (PGP) generally supersedes the Nationwide Permit authorization for regulated activities located within the Louisiana Coastal Zone as incorporated within the New Orleans Corps District boundaries. Projects typically will not qualify for a Nationwide Permit if they qualify for the Programmatic General Permit.
- b. A joint permit application for work must first be submitted to the Louisiana Department of Natural Resources, Office of Coastal Management (OCM). OCM will then forward the request to the Corps of Engineers-New Orleans District.
- c. NWP requests that have not received a Coastal Use Permit or other consistency determination from the OCM would be processed by the Corps. However, any granted authorization may be conditioned to require the applicant to obtain appropriate authorization from OCM before the NWP is valid.

Regional Condition 6. A pre-construction notification, as defined under nationwide general condition 32, will be provided for all regulated activities, excluding Nationwide 20, that

- a. Adversely affects greater than 1/10 acre of wetlands within the Louisiana Coastal Zone, and/or;
- b. Adversely impacts a Louisiana designated Natural and Scenic River or a state or federal wetland/wildlife management area and/or refuge.

Regional Condition 7, Supplement to General Condition 2 – Aquatic Life Movement. To support compliance with General Condition 2 of the NWPs, culverts must be sufficiently sized to maintain expected high water flows and be installed at a sufficient depth to maintain low flows to sustain the movement of aquatic species.

Regional Condition 8, ESA Additional Information. NWP GC 18(g) provides links to information about threatened and endangered species and their critical habitat from FWS and NMFS. Within the State of Louisiana, additional information can also be obtained from LDWF at their world wide web pages at https://www.wlf.louisiana.gov/page/request-wildlife-diversity-project-review-or-digital-data.

C. Regional Conditions Specific to Nationwide Permit 14 in the state of Louisiana

Pre-Construction Notification, as defined under nationwide general condition 32, is required for all regulated linear transportation crossings within tidal waters regardless of impact acreage. The U.S. Environmental Protection Agency and National Marine Fisheries Service will be forwarded a copy of the Pre-Construction Notification.

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered denied without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.

D. Water Quality Nationwide Permit Regional Conditions for "Indian Country" Lands within the state of Louisiana

The Environmental Protection Agency (EPA) is the agency required to address water quality certification of the 2012 nationwide permits (NWPs) in Indian country¹ where a tribe has not received treatment in the same manner as a state for the Clean Water Act (CWA) Section 401 program. Tribes which have received treatment in the same manner as a state (TAS) for the water quality standards and §401 certification programs and which have EPA-approved water quality standards will be contacted by the Corps of Engineers for the water quality certification process. EPA is the agency required to address water quality certification for tribes that have not received TAS for the water quality standards and 401 certification programs. At this time, no Indian tribes in Louisiana have CWA Section 401 authority.

¹ "Indian Country", as defined in 18 U.S.C. 1151, means: (1) all land within the limits of any Indian reservation under the jurisdiction of the United States government, not withstanding the issuance of any patent, and including rights-of-way running through the reservation; (2) all dependent Indian communities within the borders of the United States whether within the original or subsequently acquired territory thereof, and whether within or without the limits of a State; and (3) all Indian allotments, the Indian titles to which have not been extinguished, including rights-of-way running through the same.

- 1. The permittee shall conduct all work in such a manner to comply with all U.S. Army Corps of Engineers §404 permit conditions.
- 2. The permittee shall keep a copy of this certification with conditions at the project site during all phases of construction. All contractors or subcontractors involved in the project must be provided a copy of this certification prior to commencement of activities.
- 3. All heavy equipment used in the project areas shall be steam cleaned before the start of the project and inspected daily for leaks. Leaking equipment must not be used in or near surface water or in a wetland area. Equipment shall be parked outside the waterbody when not in use.
- 4. All fuels, oil, hydraulic fluid, or other substances of this nature must not be stored, temporarily or otherwise, within the normal floodplain or the wetland. A secondary containment system for these items shall be used in the event the primary containment system leaks. Refueling or servicing of equipment must not take place within 100 feet of any watercourse or within the wetland area.
- 5. The construction area shall be protected such that a runoff event will not move soil or contaminants to surface water or away from the construction site. These measures shall be in place prior to the commencement of activities and inspected daily.
- 6. Temporary mats must be placed on stream banks, riparian areas, and wetlands, to minimize impacts to soil and vegetation from heavy equipment. Temporary access roads must be restored to pre-project conditions.
- 7. All asphalt, concrete, and other construction materials must be properly handled and contained to prevent releases to the stream channels. All concrete that is to be poured must be fully contained in mortar-tight forms to prevent accidental releases to surface water or ground water. No discharge of any concrete to surface water or ground water may occur. Dumping of waste materials near watercourses is strictly prohibited.
- 8. Work in a stream channel should be limited to periods of no flow when practicable, and must be limited to periods of low flow. Avoid working within the channel during spring runoff or summer thunderstorm season.
- 9. When working in a stream channel, flowing water must be temporarily diverted around the work area to minimize sedimentation and turbidity problems. Acceptable diversion structures are non-erosive and include (but are not limited to) sand bags, water bladders, concrete barriers lined with plastic, and flumes.
- 10. The permittee shall restore all areas disturbed by construction activities to preproject conditions. This shall include restoration of surface contours, stabilization of the soil, and restoration of appropriate native vegetation to establish permanent cover.

E. District Engineer's Decision.

- 1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If a project proponent requests authorization by a specific NWP, the district engineer should issue the NWP verification for that activity if it meets the terms and conditions of that NWP, unless he or she determines, after considering mitigation, that the proposed activity will result in more than minimal individual and cumulative adverse effects on the aquatic environment and other aspects of the public interest and exercises discretionary authority to require an individual permit for the proposed activity. For a linear project, this determination will include an evaluation of the single and complete crossings of waters of the United States that require PCNs to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings of waters of the United States authorized by an NWP. If an applicant requests a waiver of an applicable limit, as provided for in NWPs 13, 36, or 54, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in only minimal individual and cumulative adverse environmental effects.
- 2. When making minimal adverse environmental effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. He or she will also consider the cumulative adverse environmental effects caused by activities authorized by an NWP and whether those cumulative adverse environmental effects are no more than minimal. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional or condition assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse environmental effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.
- 3. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands or 3/100-acre of stream bed, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for NWP activities with smaller impacts, or for impacts to other types of waters. The district engineer will consider any proposed compensatory mitigation or other mitigation measures the applicant has included in the proposal in determining whether the net adverse environmental effects of the proposed activity are no more than minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district

engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse environmental effects are no more than minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure that the NWP activity results in no more than minimal adverse environmental effects. If the net adverse environmental effects of the NWP activity (after consideration of the mitigation proposal) are determined by the district engineer to be no more than minimal, the district engineer will provide a timely written response to the applicant. The response will state that the NWP activity can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

4. If the district engineer determines that the adverse environmental effects of the proposed activity are more than minimal, then the district engineer will notify the applicant either: (a) that the activity does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the activity is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal; or (c) that the activity is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse environmental effects, the activity will be authorized within the 45-day PCN period (unless additional time is required to comply with general conditions 18, 20, and/or 31), with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation plan or a requirement that the applicant submit a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal. When compensatory mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

F. Further Information

1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP.

- 2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.
- 3. NWPs do not grant any property rights or exclusive privileges.
- 4. NWPs do not authorize any injury to the property or rights of others.
- 5. NWPs do not authorize interference with any existing or proposed Federal project (see general condition 31).

G. Definitions

Best management practices (BMPs): Policies, practices, procedures, or structures implemented to mitigate the adverse environmental effects on surface water quality resulting from development. BMPs are categorized as structural or non-structural.

<u>Compensatory mitigation</u>: The restoration (re-establishment or rehabilitation), establishment (creation), enhancement, and/or in certain circumstances preservation of aquatic resources for the purposes of offsetting unavoidable adverse impacts which remain after all appropriate and practicable avoidance and minimization has been achieved.

<u>Currently serviceable</u>: Useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

<u>Direct effects</u>: Effects that are caused by the activity and occur at the same time and place.

<u>Discharge</u>: The term "discharge" means any discharge of dredged or fill material into waters of the United States.

Ecological reference: A model used to plan and design an aquatic habitat and riparian area restoration, enhancement, or establishment activity under NWP 27. An ecological reference may be based on the structure, functions, and dynamics of an aquatic habitat type or a riparian area type that currently exists in the region where the proposed NWP 27 activity is located. Alternatively, an ecological reference may be based on a conceptual model for the aquatic habitat type or riparian area type to be restored, enhanced, or established as a result of the proposed NWP 27 activity. An ecological reference takes into account the range of variation of the aquatic habitat type or riparian area type in the region.

Enhancement: The manipulation of the physical, chemical, or biological characteristics of an aquatic resource to heighten, intensify, or improve a specific aquatic resource function(s). Enhancement results in the gain of selected aquatic resource function(s), but may also lead to a decline in other aquatic resource function(s). Enhancement does not result in a gain in aquatic resource area.

Establishment (creation): The manipulation of the physical, chemical, or biological characteristics present to develop an aquatic resource that did not previously exist at an upland site. Establishment results in a gain in aquatic resource area.

High Tide Line: The line of intersection of the land with the water's surface at the maximum height reached by a rising tide. The high tide line may be determined, in the absence of actual data, by a line of oil or scum along shore objects, a more or less continuous deposit of fine shell or debris on the foreshore or berm, other physical markings or characteristics, vegetation lines, tidal gages, or other suitable means that delineate the general height reached by a rising tide. The line encompasses spring high tides and other high tides that occur with periodic frequency but does not include storm surges in which there is a departure from the normal or predicted reach of the tide due to the piling up of water against a coast by strong winds such as those accompanying a hurricane or other intense storm.

<u>Historic Property</u>: Any prehistoric or historic district, site (including archaeological site), building, structure, or other object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria (36 CFR part 60).

Independent utility: A test to determine what constitutes a single and complete non-linear project in the Corps Regulatory Program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

<u>Indirect effects</u>: Effects that are caused by the activity and are later in time or farther removed in distance, but are still reasonably foreseeable.

Loss of waters of the United States: Waters of the United States that are permanently adversely affected by filling, flooding, excavation, or drainage because of the regulated activity. The loss of stream bed includes the acres of stream bed that are permanently adversely affected by filling or excavation because of the regulated activity. Permanent adverse effects include permanent discharges of dredged or fill material that change an aquatic area to dry land, increase the bottom elevation of a waterbody, or change the use of a waterbody. The acreage of loss of waters of the United States is a threshold measurement of the impact to jurisdictional waters or wetlands for determining whether a project may qualify for an NWP; it is not a net threshold that is calculated after considering compensatory mitigation that may be used to offset losses of aquatic functions and services. Waters of the United States temporarily filled, flooded,

excavated, or drained, but restored to pre-construction contours and elevations after construction, are not included in the measurement of loss of waters of the United States. Impacts resulting from activities that do not require Department of the Army authorization, such as activities eligible for exemptions under section 404(f) of the Clean Water Act, are not considered when calculating the loss of waters of the United States.

Navigable waters: Waters subject to section 10 of the Rivers and Harbors Act of 1899. These waters are defined at 33 CFR part 329.

Non-tidal wetland: A non-tidal wetland is a wetland that is not subject to the ebb and flow of tidal waters. Non-tidal wetlands contiguous to tidal waters are located landward of the high tide line (i.e., spring high tide line).

<u>Open water</u>: For purposes of the NWPs, an open water is any area that in a year with normal patterns of precipitation has water flowing or standing above ground to the extent that an ordinary high water mark can be determined. Aquatic vegetation within the area of flowing or standing water is either non-emergent, sparse, or absent. Vegetated shallows are considered to be open waters. Examples of "open waters" include rivers, streams, lakes, and ponds.

<u>Ordinary High Water Mark</u>: The term ordinary high water mark means that line on the shore established by the fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, the presence of litter and debris, or other appropriate means that consider the characteristics of the surrounding areas.

<u>Perennial stream</u>: A perennial stream has surface water flowing continuously year-round during a typical year.

<u>Practicable</u>: Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

<u>Pre-construction notification</u>: A request submitted by the project proponent to the Corps for confirmation that a particular activity is authorized by nationwide permit. The request may be a permit application, letter, or similar document that includes information about the proposed work and its anticipated environmental effects. Preconstruction notification may be required by the terms and conditions of a nationwide permit, or by regional conditions. A pre-construction notification may be voluntarily submitted in cases where pre-construction notification is not required and the project proponent wants confirmation that the activity is authorized by nationwide permit.

<u>Preservation</u>: The removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain of aquatic resource area or functions.

Re-establishment: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former aquatic resource. Re-establishment results in rebuilding a former aquatic resource and results in a gain in aquatic resource area and functions.

<u>Rehabilitation</u>: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function, but does not result in a gain in aquatic resource area.

<u>Restoration</u>: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: re-establishment and rehabilitation.

Riffle and pool complex: Riffle and pool complexes are special aquatic sites under the 404(b)(1) Guidelines. Riffle and pool complexes sometimes characterize steep gradient sections of streams. Such stream sections are recognizable by their hydraulic characteristics. The rapid movement of water over a course substrate in riffles results in a rough flow, a turbulent surface, and high dissolved oxygen levels in the water. Pools are deeper areas associated with riffles. A slower stream velocity, a streaming flow, a smooth surface, and a finer substrate characterize pools.

<u>Riparian areas</u>: Riparian areas are lands next to streams, lakes, and estuarine-marine shorelines. Riparian areas are transitional between terrestrial and aquatic ecosystems, through which surface and subsurface hydrology connects riverine, lacustrine, estuarine, and marine waters with their adjacent wetlands, non-wetland waters, or uplands. Riparian areas provide a variety of ecological functions and services and help improve or maintain local water quality. (See general condition 23.)

<u>Shellfish seeding</u>: The placement of shellfish seed and/or suitable substrate to increase shellfish production. Shellfish seed consists of immature individual shellfish or individual shellfish attached to shells or shell fragments (i.e., spat on shell). Suitable substrate may consist of shellfish shells, shell fragments, or other appropriate materials placed into waters for shellfish habitat.

Single and complete linear project: A linear project is a project constructed for the purpose of getting people, goods, or services from a point of origin to a terminal point, which often involves multiple crossings of one or more waterbodies at separate and distant locations. The term "single and complete project" is defined as that portion of the total linear project proposed or accomplished by one owner/developer or partnership or other association of owners/developers that includes all crossings of a single water of the United States (i.e., a single waterbody) at a specific location. For linear projects crossing a single or multiple waterbodies several times at separate and distant locations, each crossing is considered a single

and complete project for purposes of NWP authorization. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.

<u>Single and complete non-linear project</u>: For non-linear projects, the term "single and complete project" is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. A single and complete non-linear project must have independent utility (see definition of "independent utility"). Single and complete non-linear projects may not be "piecemealed" to avoid the limits in an NWP authorization.

Stormwater management: Stormwater management is the mechanism for controlling stormwater runoff for the purposes of reducing downstream erosion, water quality degradation, and flooding and mitigating the adverse effects of changes in land use on the aquatic environment.

<u>Stormwater management facilities</u>: Stormwater management facilities are those facilities, including but not limited to, stormwater retention and detention ponds and best management practices, which retain water for a period of time to control runoff and/or improve the quality (i.e., by reducing the concentration of nutrients, sediments, hazardous substances and other pollutants) of stormwater runoff.

<u>Stream bed</u>: The substrate of the stream channel between the ordinary high water marks. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. Wetlands contiguous to the stream bed, but outside of the ordinary high water marks, are not considered part of the stream bed.

Stream channelization: The manipulation of a stream's course, condition, capacity, or location that causes more than minimal interruption of normal stream processes. A channelized jurisdictional stream remains a water of the United States.

Structure: An object that is arranged in a definite pattern of organization. Examples of structures include, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island, artificial reef, permanent mooring structure, power transmission line, permanently moored floating vessel, piling, aid to navigation, or any other manmade obstacle or obstruction.

<u>Tidal wetland</u>: A tidal wetland is a jurisdictional wetland that is inundated by tidal waters. Tidal waters rise and fall in a predictable and measurable rhythm or cycle due to the gravitational pulls of the moon and sun. Tidal waters end where the rise and fall of the water surface can no longer be practically measured in a predictable rhythm due to masking by other waters, wind, or other effects. Tidal wetlands are located channelward of the high tide line.

<u>Tribal lands</u>: Any lands title to which is either: 1) held in trust by the United States for the benefit of any Indian tribe or individual; or 2) held by any Indian tribe or individual subject to restrictions by the United States against alienation.

<u>Tribal rights</u>: Those rights legally accruing to a tribe or tribes by virtue of inherent sovereign authority, unextinguished aboriginal title, treaty, statute, judicial decisions, executive order or agreement, and that give rise to legally enforceable remedies.

<u>Vegetated shallows</u>: Vegetated shallows are special aquatic sites under the 404(b)(1) Guidelines. They are areas that are permanently inundated and under normal circumstances have rooted aquatic vegetation, such as seagrasses in marine and estuarine systems and a variety of vascular rooted plants in freshwater systems.

<u>Waterbody</u>: For purposes of the NWPs, a waterbody is a "water of the United States." If a wetland is adjacent to a waterbody determined to be a water of the United States, that waterbody and any adjacent wetlands are considered together as a single aquatic unit (see 33 CFR 328.4(c)(2)).

JEFF LANDRY GOVERNOR



MADISON D. SHEAHAN SECRETARY

PO BOX 98000 | BATON ROUGE LA | 70898

Louisiana Natural & Scenic River System SCENIC RIVER PERMIT #1307

Issue/Effective Date: June 6, 2024

Scenic River:

Abita River

Recipient:

St. Tammany Parish c/o Jason Cambre 21454 Koop Dr.

Mandeville, LA 70471

Description: Pedestrian Bridge Replacement on St. Tammany Trace

This permit is issued under the authority of Part II of Chapter 8, Title 56 of the LRS of 1970 as amended and re-enacted regarding the Louisiana Natural & Scenic Rivers System and the administrative procedures pertaining to the management of watercourses designated as Scenic Rivers.

The permit is issued by the Administrator with the understanding that the permit holder, in implementation of the project, will proceed in compliance with the general and special conditions contained herein. The permit holder is expected to minimize adverse impacts to the structural and functional integrity of the natural systems and aesthetics associated with the Scenic River where the activity is occurring to preserve the fundamental character and purpose for which the System was established.

The Administrator assumes no responsibility and incurs no liability for injury or damage to persons or property caused by any act or omission of the permit holder or his agent in the permission granted by this permit. In addition to the Department of Wildlife & Fisheries (LDWF), the application was given a full and thorough evaluation by the Louisiana Departments of Agriculture & Forestry; Culture, Recreation & Tourism; Environmental Quality; and the Offices of State Lands and of State Planning and Budget. If during the review process, objections were made to the proposed activity, those objections were either found to be insignificant or they have been included in the conditions of the permit.

This permit shall expire if the permitted activity has not begun within 18 months of the "Effective Date" indicated above.

The Permittee shall adhere to and comply with the following permit conditions:

General Conditions:

The permittee shall properly install adequate erosion/siltation control measures around construction areas that require land based earthwork (i.e. excavation and/or deposition of fill materials, land contouring, machinery rutting, fill maneuvering and redistribution, etc.), to ensure that no project related sediments, debris and other pollutants enter Abita River. Acceptable measures include but are not limited to the proper use and positioning of temporary silt fences, straw bales, fiber/core logs, wooden barriers, seeding or sodding of exposed soils, or other approved EPA construction site storm-water runoff control and best practices. Control techniques shall be installed prior to the commencement of earthwork activities and maintained until the project is complete and/or the subject areas are stabilized.

Upon the completion of construction activities or if at any time construction activities cease for more than 14 days, all disturbed soils shall be re-vegetated by sod, seed, or another acceptable method, as necessary, to restore cover and prevent erosion.

- 2) The permittee will acquire all other federal, state, local, and municipal permits and permissions required for the permitted activity prior to commencement of work. The permittee has title to the property or permission from the landowner to implement the project.
- 3) If during project activity, any sensitive archaeological, biological or botanical element is encountered, activity will temporarily cease and the permit holder will contact the Administrator to determine the disposition of that element or artifact.
- 4) This project must be carried out in a manner consistent with the design that the permittee submitted during the permit process and as depicted in the attached "final plats". Should significant physical modification to the project become necessary during implementation of the project or after its completion, the permit holder will submit a letter of explanation within one week of discovery to the Administrator to determine if another permit application will be required.
- 5) The permittee shall allow representatives of LDWF to make periodic inspections to ensure the activity is in accordance with the conditions of this permit.
- The permittee shall ensure that all contractors, subcontractors, and workers are made fully aware of the limits of the work authorized by this permit and adhere to and comply with all conditions listed in this Scenic River permit. Non-compliance with permit terms and conditions may result in permit suspension or revocation, and all other remedies allowed by law.

Any authorization issued under the authority of this permit may not be transferred to another party without giving prior notice to the Scenic Rivers Program Coordinator. If the subject permit is to be transferred, the permittee must make perspective owners aware of all conditions within this permit, and furthermore, any transferee must abide by these permit conditions.

Special Conditions:

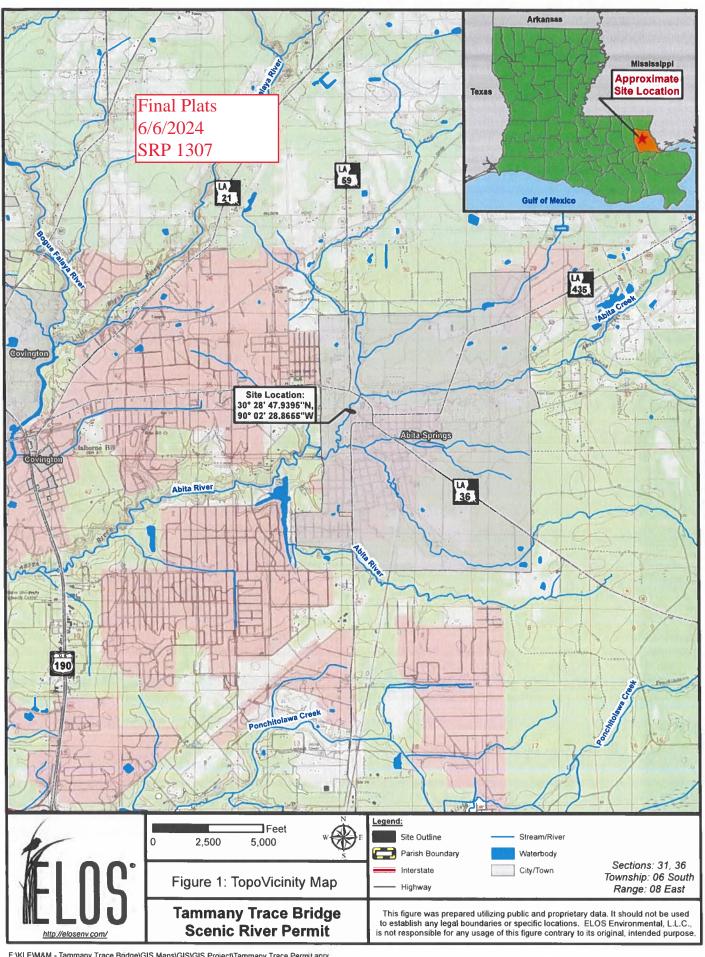
- Upon completion of the activities authorized by this permit, the permittee shall submit post-construction, photographic documentation of the proposed project to LDWF within 30 days. Photo documentation can be submitted to Amelia Wolfe at awolfe@wlf.la.gov. LDWF will review the completed activity to assure that all activities were performed in accordance with the conditions of this permit.
- 2) The permittee shall remove and place all remnants (e.g., timber pilings and spans, etc.) of the existing bridge at an offsite location.
- 3) Any rip rap used for embankment work shall be free of protruding, reinforcement material (i.e., rebar).
- 4) The permittee shall inspect the bridge at sufficient intervals (possibly after moderate to heavy rainfall events) to ensure it remains free of debris, litter and logiams. The permittee shall promptly remove, within 15 days, all debris, litter and logiams from the bridge.
- Signs indicating the name of the stream (Abita River) and that it is a Louisiana-designated Natural and Scenic River shall be placed at both approaches of the bridge.
- The permittee shall attempt to remove all unserviceable timber pilings utilizing a vibratory extractor. Should this method be attempted with unsuccessful results or deemed damaging to the integrity of existing or proposed structures, the permittee shall cut all unserviceable pilings 2 feet below the mudline.
- 7) Effort should be made to identify and notify the park administrator for the recreational site Abita Springs Park prior to commencement.

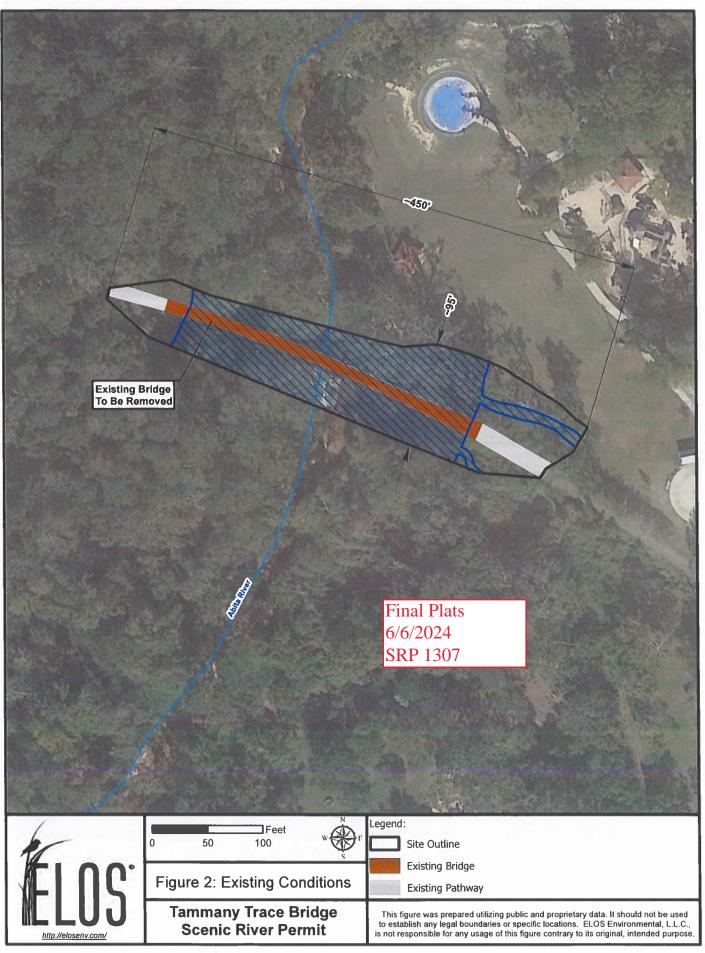
If you need additional information, please contact Amelia Wolfe, Scenic Rivers Biologist, in the LDWF Baton Rouge Office at (225) 765-2357.

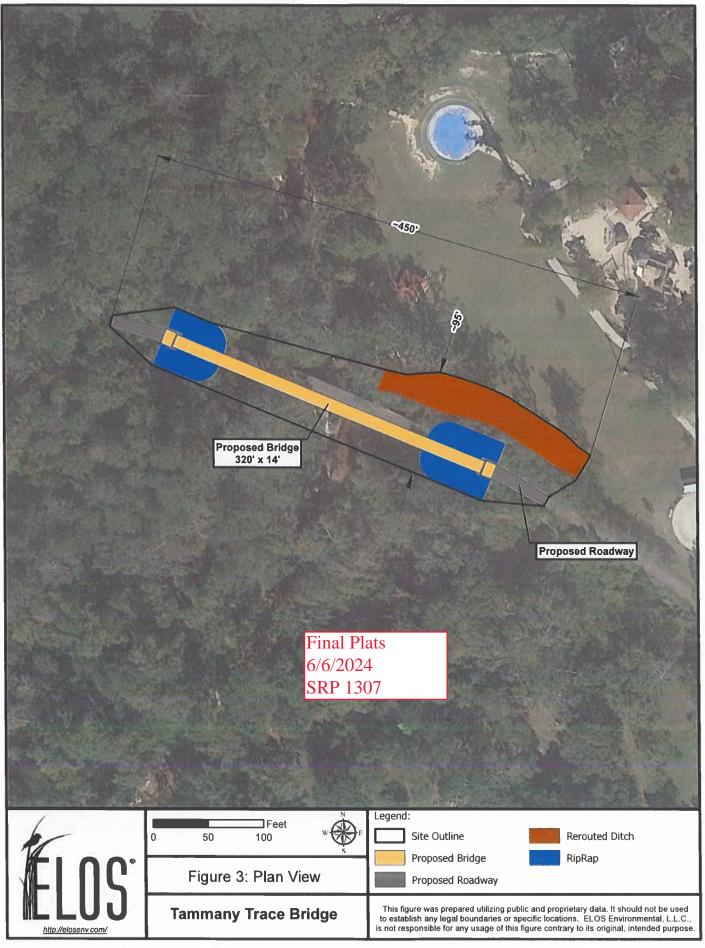
Madison Sheahan

last

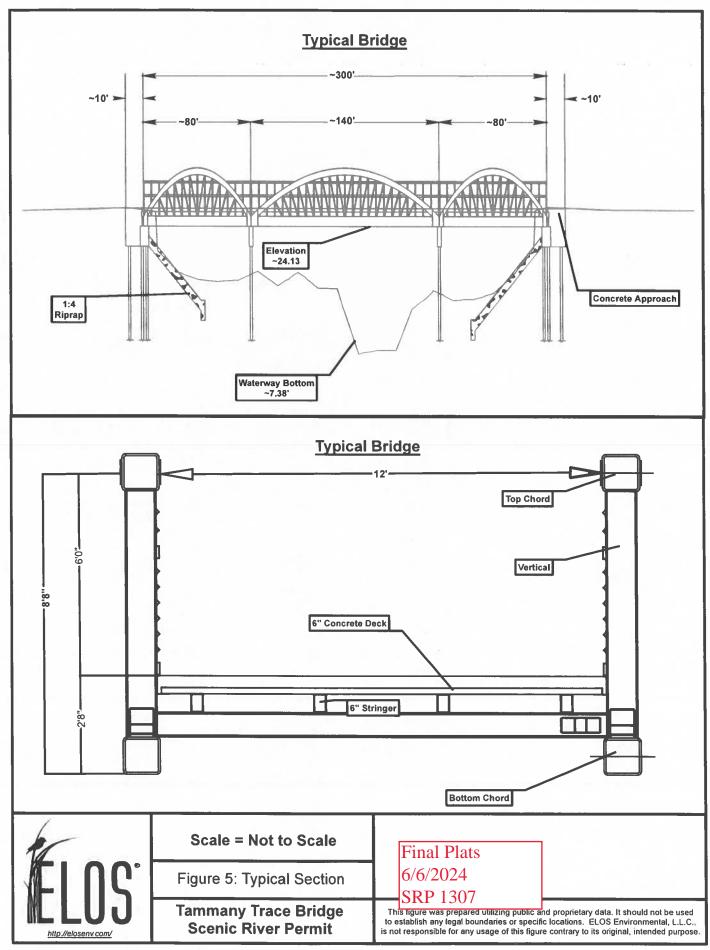
Administrator

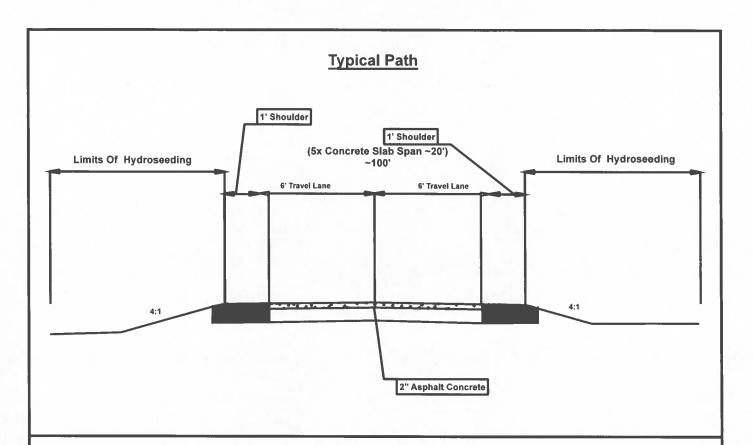




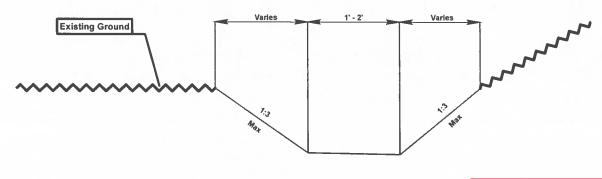












Final Plats 6/6/2024 SRP 1307

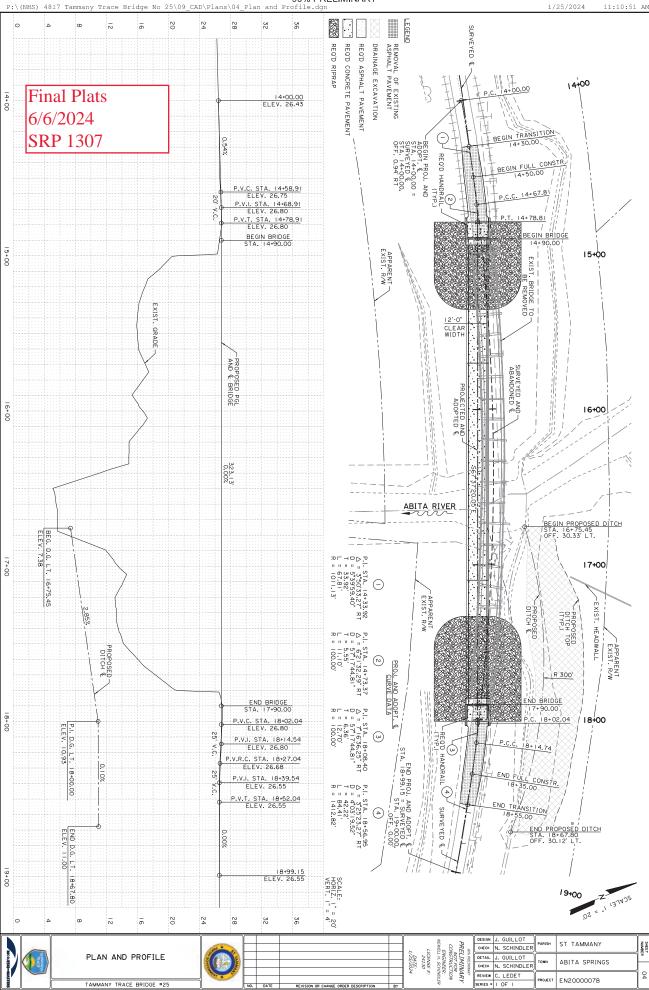


Scale = Not to Scale

Figure 6: Typical Section

Tammany Trace Bridge Scenic River Permit

This figure was prepared utilizing public and proprietary data. It should not be used to establish any legal boundaries or specific locations. ELOS Environmental, L.L.C., is not responsible for any usage of this figure contrary to its original, intended purpose.



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114

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401 - 414

TOTAL SHEETS = 43

TYPE OF CONSTRUCTION

ASPHALT SURFACING AND BASE,

REMOVAL OF EXISTING BRIDGE,

ERECTION OF PRE-FABRICATED

STEEL TRUSS PEDESTRIAN BRIDGE

11 - 13

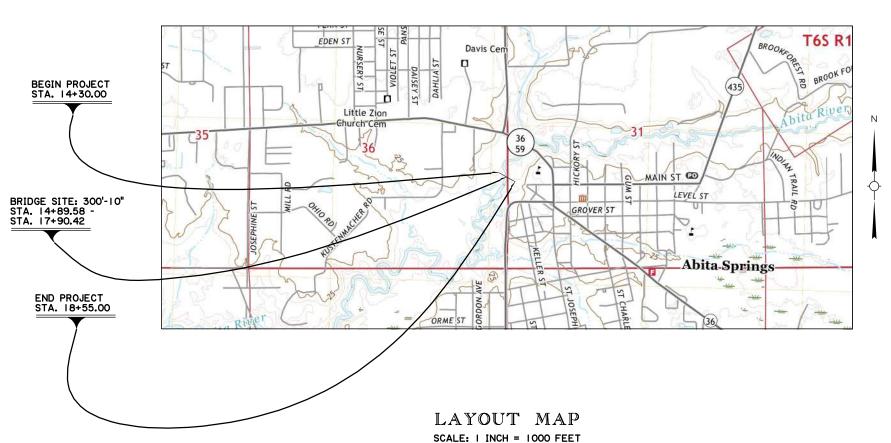
03 - 03a

PLANS OF PROPOSED **BRIDGE CAPITAL IMPROVEMENTS**

PROJECT NUMBER EN20000078

TAMMANY TRACE BRIDGE #25

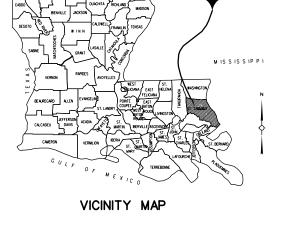
ST. TAMMANY PARISH





2000

THE 2016 EDITION OF THE LOUISIANA DOTD STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES, AS AMENDED BY THE PROJECT SPECIFICATIONS, SHALL GOVERN.



PROJECT # EN20000078

MICHAEL B. COOPER, PARISH PRESIDENT

COUNCIL MEMBERS

RICK SMITH LARRY ROLLING MARTHA J. CAZAUBON KATHY SEIDEN PAT PHILLIPS CHERYL TANNER JOE IMPASTATO PAT BURKE DAVID COUGLE MAUREEN "MO" O'BRIEN ARTHUR LAUGHLIN JERRY BINDER JEFF CORBIN	DISTRICT DISTRICT 2 DISTRICT 3 DISTRICT 4 DISTRICT 5 DISTRICT 6 DISTRICT 7 DISTRICT 8 DISTRICT 9 DISTRICT 10 DISTRICT 11 DISTRICT 12 DISTRICT 12
JEFF CORBIN	DISTRICT 13
JIMMY STRICKLAND	DISTRICT 14

LENGTH AND LOCATION OF WORK AL GEBRAIC

SUM OF ALL

EQUATIONS

FEET

LENGTH

425.00

TOTAL LENGTH OF BRIDGES

TOTAL LENGTH OF ROADWAY

TOTAL MILES

EXCEPTION

LENGTH

300.83

300.83

MILES

0.06

0.06

0.08

125

125

0.02

0.02

STATION

END

N/A 14+30.00 18+55.00 N/A N/A

BEGIN

END

CONTROL

SECTION



ABITA



SHEET



STANDARD SPECIFICATIONS

SCALES
PLAN: N/A
PROFILE HORIZ: N/A
PROFILE VERT: N/A

GENERAL NOTES

- I. CONTRACTOR SHALL VERIFY ALL QUANTITIES AND MEASUREMENTS.
- 2. PRIOR TO BEGINNING WORK, CONTRACTORS SHALL FURNISH, INSTALL, AND MAINTAIN PROJECT SIGNS.
- 3. ANY ADDITIONAL WORK PERFORMED BY THE CONTRACTOR WITHOUT PRIOR APPROVAL FROM THE ST. TAMMANY PARISH DEPT. OF ENGINEERING SHALL BE BORNE BY THE CONTRACTOR AND WILL NOT BE REIMBURSED BY THE PARISH.
- 4. ALL SIGNS AND BOLLARDS THAT ARE DISTURBED SHALL BE MOVED OR REPLACED AT NO DIRECT COST.

DRAINAGE

I. THE CONTRACTOR SHALL MAINTAIN DRAINAGE DURING CONSTRUCTION OF THE PROJECT.

UTILITIES

I. BEFORE ANY EXCAVATION, THE CONTRACTOR IS REQUIRED TO CALL LOUISIANA ONE CALL FOR LOCATION OF UTILITIES AND SHALL BE RESPONSIBLE TO PROTECT ALL EXISTING UTILITIES.

ENVIRONMENTAL COMPLIANCE

- I. CONTRACTOR SHALL CAREFULLY REVIEW ALL PERMITS AND PERFORM ALL WORK IN ACCORDANCE WITH PERMIT CONDITIONS.
- 2. CONTRACTOR SHALL KEEP A COPY OF PERMITS AT THE JOB SITE AT ALL TIMES DURING OPERATIONS.

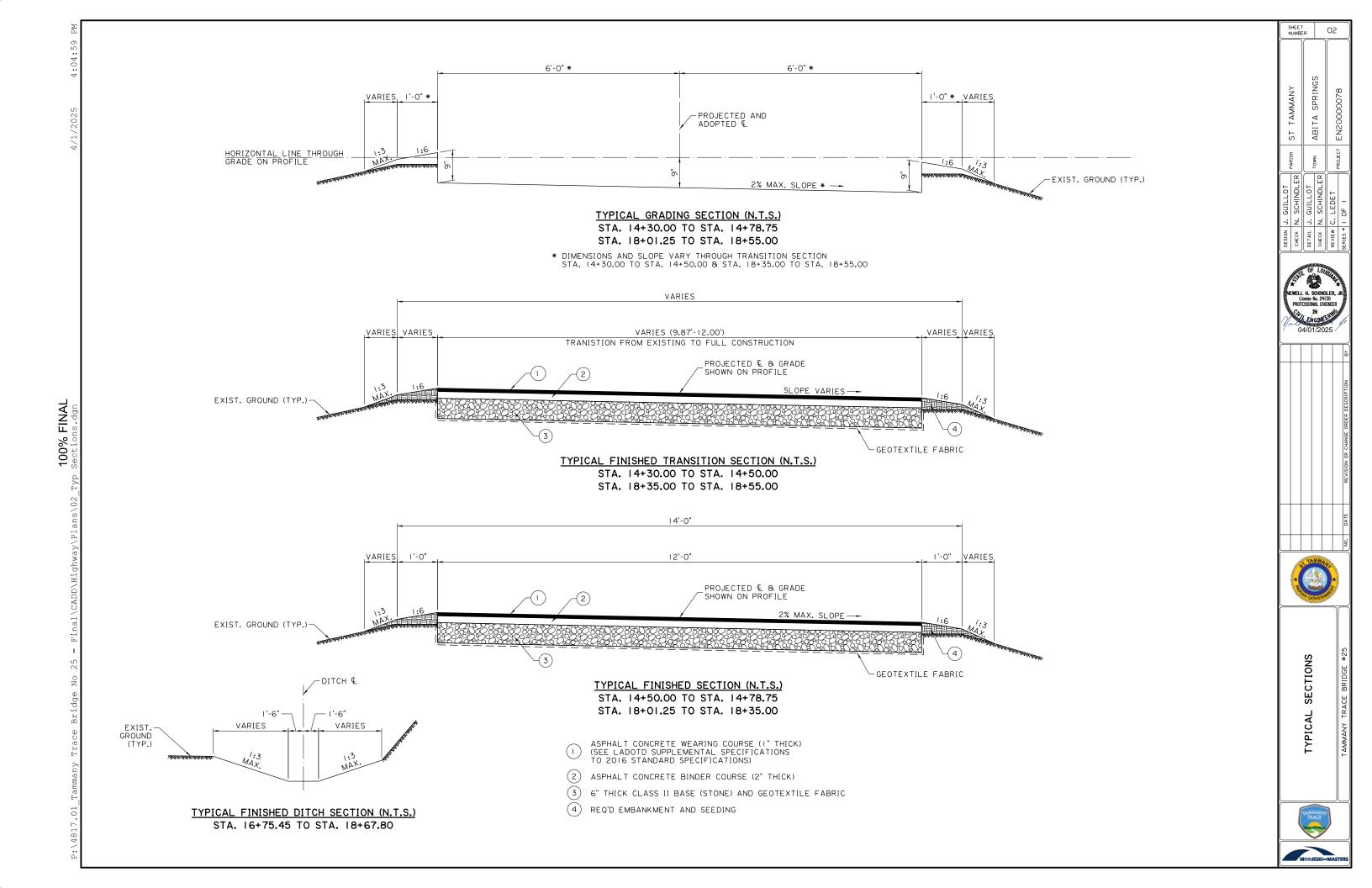
EROSION AND SEDIMENT CONTROL

- I. TEMPORARY EROSION CONTROL MEASURES SHALL CONSIST OF SILT FENCING, VEGETATIVE MULCHING, TEMPORARY SEDIMENT CHECK DAMS, AND/OR HAY BALES. MEASURES SHALL BE IN PLACE AROUND ERODIBLE AREAS TO PREVENT SILT FROM ENTERING WATERWAYS. SILT FENCING SHALL BE INSTALLED AROUND PERIMETER OF DISTURBED AREAS.
- 2. ALL AREAS DISTURBED BY THE CONTRACTOR OUTSIDE OF THE PROJECT FOOTPRINT SHALL BE SEEDED AS DIRECTED BY THE PROJECT ENGINEER OR INSPECTOR AT NO DIRECT PAY.
- 3. CONTROL TECHNIQUES SHALL BE INSTALLED PRIOR TO THE COMMENCEMENT OF EARTHWORK ACTIVITIES AND MAINTAINED UNTIL THE PROJECT IS COMPLETE AND/OR THE SUBJECT AREAS ARE STABILIZED. UPON THE COMPLETION OF CONSTRUCTION ACTIVITIES OR IF AT ANY TIME CONSTRUCTION ACTIVITIES CEASE FOR MORE THAN 14 DAYS, ALL DISTURBED SOILS SHALL BE RE-VEGETATED BY SOD, SEED, OR ANOTHER ACCEPTABLE METHOD, AS NECESSARY, TO RESTORE COVER AND PREVENT EROSION.

CONSTRUCTION SPECIFICATIONS

- I. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT, STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES, 2016 EDITION, EXCEPT AS SUPPLEMENTED OR AMENDED BY THE PLANS, SUPPLEMENTAL SPECIFICATIONS AND/OR SPECIAL PROVISIONS.
- 2. ALL ELEVATIONS ARE BASED ON NAVD 88 (2010).
- 3. ALL DIMENSIONS ARE GIVEN AT NORMAL TEMPERATURE (68° F).

			_	Name of the last o	DESIGN J.	DESIGN J. GUILLOT	131040) 	S	
	* PAR			WELL LI PROFI	снеск N.	CHECK N. SCHINDLER	_	SIIAMMANT	HEET	
GENERAL NOTES	TA W GO		7,01	OF	DETAIL J.	DETAIL J. GUILLOT	-	(R	
	WERT		720.	CHINE Io. 241 AL EN	CHECK N.	CHECK N. SCHINDLER	NMO	ABITA SPRINGS		
	NA MARKET			LER, 30	REVIEW C. LEDE				010	
100100 10 v OF 21401414					- LO		HOJEC -	PROJECT ENZOCOOUR)	



			EARTHWOR	K		
				203-01-00100	203-02-00100	203-03-00100
				GENERAL	DRAINAGE	EMBANKMENT
				EXCAVATION	EXCAVATION	EIVIBAINKIVIENT
STATION	STATION	SIDE OF C/L	DESCRIPTION	CUYD	CUYD	CUYD
14+30.00	14+78.75	BOTH	PATH CUT/FILL	16		6
14+8	9.83	BOTH	ABUTMENT 1	51		
17+9	0.17	BOTH	ABUTMENT 4	53		
18+01.25	18+55.00	ВОТН	PATH CUT/FILL	21		3
16+76.00	18+68.00	LEFT	PROPOSED DITCH		590	342
		TOTAL		141	590	351

		REN	MOVAL OF PAVEMENT AND E	BASE	
				202-02-02020	202-02-03000
				REMOVAL OF ASPHALT PAVEMENT	REMOVAL OF BASE (SOIL CEMENT, ASPHALT, OR BCS)
STATION	STATION	SIDE OF C/L	DESCRIPTION	SQYD	SQYD
14+30.00	14+99.00	BOTH	EXISTING MULTI-USE PATH	75.5	75.5
17+81.00	18+56.00	BOTH	EXISTING MULTI-USE PATH	84.6	84.6
		TOT	AL	160.1	160.1

		TEN	PORARY EROSION CONTR	ROL	
				204-05-00200	204-06-00100
				TEMPORARY	TEMPORARY
				SEDIMENT CHECK	SILT FENCING
				DAMS (STONE)	SILI FENCING
STATION	STATION	SIDE OF C/L	DESCRIPTION	EACH	LNFT
14+15.00	14+90.00	LEFT	PERIMETER SILT FENCE		120
14+15.00	14+90.00	RIGHT	PERIMETER SILT FENCE		120
14+7	0.00	LEFT	EXISTING DITCH	1	
17+90.00	18+70.00	LEFT	PERIMETER SILT FENCE		120
17+90.00	18+70.00	LEFT	PERIMETER SILT FENCE		100
18+2	0.00	LEFT	EXISTING DITCH	1	
18+2	0.00	RIGHT	EXISTING DITCH	1	
		TOTA	AL	3	460

		P	RECAST CONCRETE	PILES	
				804-01-00200	804-01-00400
				PRECAST	PRECAST
				CONCRETE PILES	CONCRETE PILES
				(14")	(18")
STATION	STATION	SIDE OF C/L	DESCRIPTION	LNFT	LNFT
14+8	9.83	BOTH	ABUTMENT 1	320	
15+7	0.05	BOTH	BENT 2		312
17+0	9.95	BOTH	BENT 3		312
17+9	0.17	BOTH	ABUTMENT 4	320	
	•	TOTAL		640	624

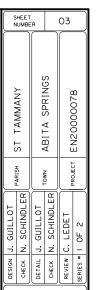
		CLASS	II BASE COURSE	
				302-02-06020
				CLASS II BASE
				COURSE (6" THICK)
				(CRUSHED STONE)
STATION	STATION	SIDE OF C/L	DESCRIPTION	SQYD
14+30.00	14+78.75	BOTH	MULTI-USE PATH	65.0
18+01.25	18+55.00	BOTH	MULTI-USE PATH	71.7
		TOTAL		136.7

		ASPHA	ALT CONCRETE	
				502-01-00100
				ASPHALT
				CONCRETE
STATION	STATION	SIDE OF C/L	DESCRIPTION	TON
14+30.00	14+78.75	BOTH	1" WEARING COURSE	3.6
14+30.00	14+78.75	BOTH	2" BINDER COURSE	7.2
18+01.25	18+55.00	BOTH	1" WEARING COURSE	4.0
18+01.25	18+55.00	BOTH	2" BINDER COURSE	7.9
		TOTAL		22.7

			DIDDAD	
			RIPRAP	
				711-01-04000
				RIPRAP
				(55 LB, 18" THICK)
STATION	STATION	SIDE OF C/L	DESCRIPTION	SQYD
14+78.75	15+35.46	BOTH	ABUTMENT 1 REVETMENT	3 7 3
17+33.18	18+01.25	BOTH	ABUTMENT 4 REVETMENT	451
		TOT	TAL	824

		GE	OTEXTILE FABRIC	
				711-04-00100
				GEOTEXTILE
				FABRIC
STATION	STATION	SIDE OF C/L	DESCRIPTION	SQYD
14+78.75	15+35.46	BOTH	ABUTMENT 1 REVETMENT	564
17+33.18	18+01.25	BOTH	ABUTMENT 4 REVETMENT	665
		TOT	AL	1229

		Н	ANDRAIL	
				NS-800-00260
				APPROACH
				HANDRAIL
STATION	STATION	SIDE OF C/L	DESCRIPTION	LNFT
14+78.50	14+90.00	LEFT	APPROACH HANDRAIL	11.5
14+78.50	14+90.00	RIGHT	APPROACH HANDRAIL	11.5
17+90.00	18+01.50	LEFT	APPROACH HANDRAIL	11.5
17+90.00	18+01.50	RIGHT	APPROACH HANDRAIL	11.5
		TOTAL		46.0



SUMMARY SHEETS

03a

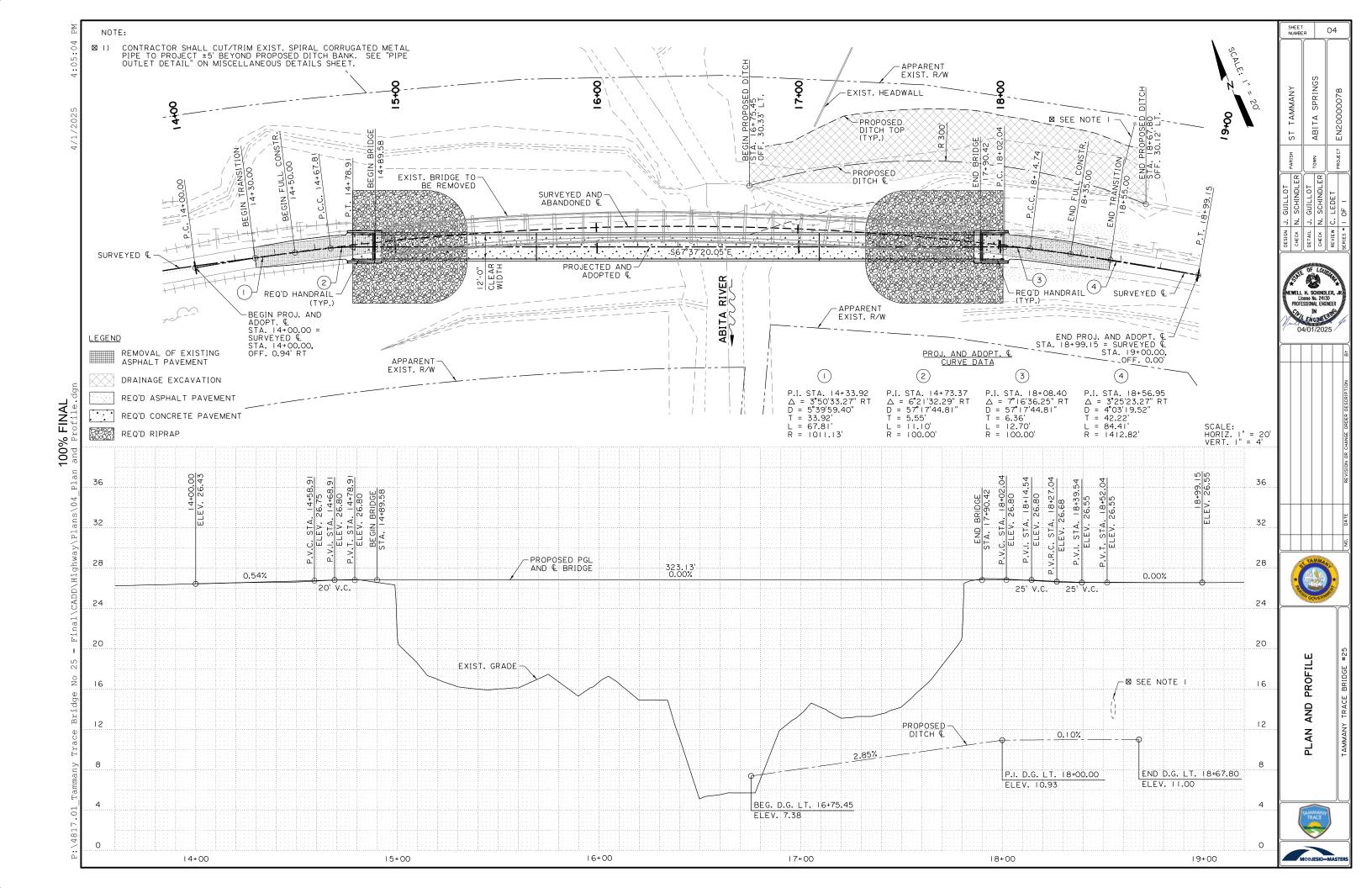
ABITA SPRINGS EN20000078

TAMMANY
MODJESKIMASTERS

	SUMMARY OF ESTIMATED QUANTITIES		
ITEM	DESCRIPTION	UNIT	QUANTITY
201-01-00100	CLEARING AND GRUBBING	LUMP	1
202-02-00010	REMOVAL OF EXISTING BRIDGE	EACH	1
202-02-02020	REMOVAL OF ASPHALT PAVEMENT	SQYD	160.1
202-02-03000	REMOVAL OF BASE (SOIL CEMENT, ASPHALT, OR BCS)	SQYD	160.1
202-02-32160	REMOVAL OF PIPE (YARD DRAIN)	EACH	1
203-01-00100	GENERAL EXCAVATION	CUYD	141
203-02-00100	DRAINAGE EXCAVATION	CUYD	590
203-03-00100	EMBANKMENT	CUYD	351
204-05-00200	TEMPORARY SEDIMENT CHECK DAMS (STONE)	EACH	3
204-06-00100	TEMPORARY SILT FENCING	LNFT	460
302-02-06020	CLASS II BASE COURSE (6" THICK) (CRUSHED STONE)	SQYD	136.7
502-01-00100	ASPHALT CONCRETE	TON	22.7
711-01-04000	RIPRAP (55 LB, 18" THICK)	SQYD	824
711-04-00100	GEOTEXTILE FABRIC	SQYD	1229
713-01-00100	TEMPORARY SIGNS AND BARRICADES	LUMP	1
716-01-00100	MULCH (VEGETATIVE)	TON	1
717-01-00100	SEEDING	LB	20
718-01-00100	FERTILIZER	LB	500
727-01-00100	MOBILIZATION	LUMP	1
740-01-00100	CONSTRUCTION LAYOUT	LUMP	1
804-01-00200	PRECAST CONCRETE PILES (14")	LNFT	640
804-01-00400	PRECAST CONCRETE PILES (18")	LNFT	624
804-14-00100	DYNAMIC MONITORING ASSISTANCE	EACH	6
804-17-00100	CONSTRUCTION SITE SURVEY	LUMP	1
804-18-00100	VIBRATION MONITORING	DAY	12
805-01-00200	CLASS A1 CONCRETE (DECK)	CUYD	66.67
805-01-00300	CLASS A1 CONCRETE (BENT CAP)	CUYD	45.16
805-18-00200	CONCRETE FINISH (CLASS 3 SPECIAL FINISH)	SQFT	1176
806-01-00100	DEFORMED REINFORCING STEEL	LB	17470
807-02-00100	STRUCTURAL METALWORK (ANCHOR BOLTS)	LUMP	1
807-04-00100	STRUCTURAL METALWORK (ERECT PRE-FABRICATED STEEL TRUSS)	LUMP	1
813-01-00100	CONCRETE APPROACH SLABS (CAST-IN-PLACE)	SQFT	280
815-02-00100	SEALED EXPANSION JOINT (END DAMS AND PREFORMED NEOPRENE SEAL)	LNFT	72
NS-500-00340	SAW CUTTING ASPHALT CONCRETE PAVEMENT	INLF	120
NS-800-00260	APPROACH HANDRAIL	LNFT	46.0

NOTES:

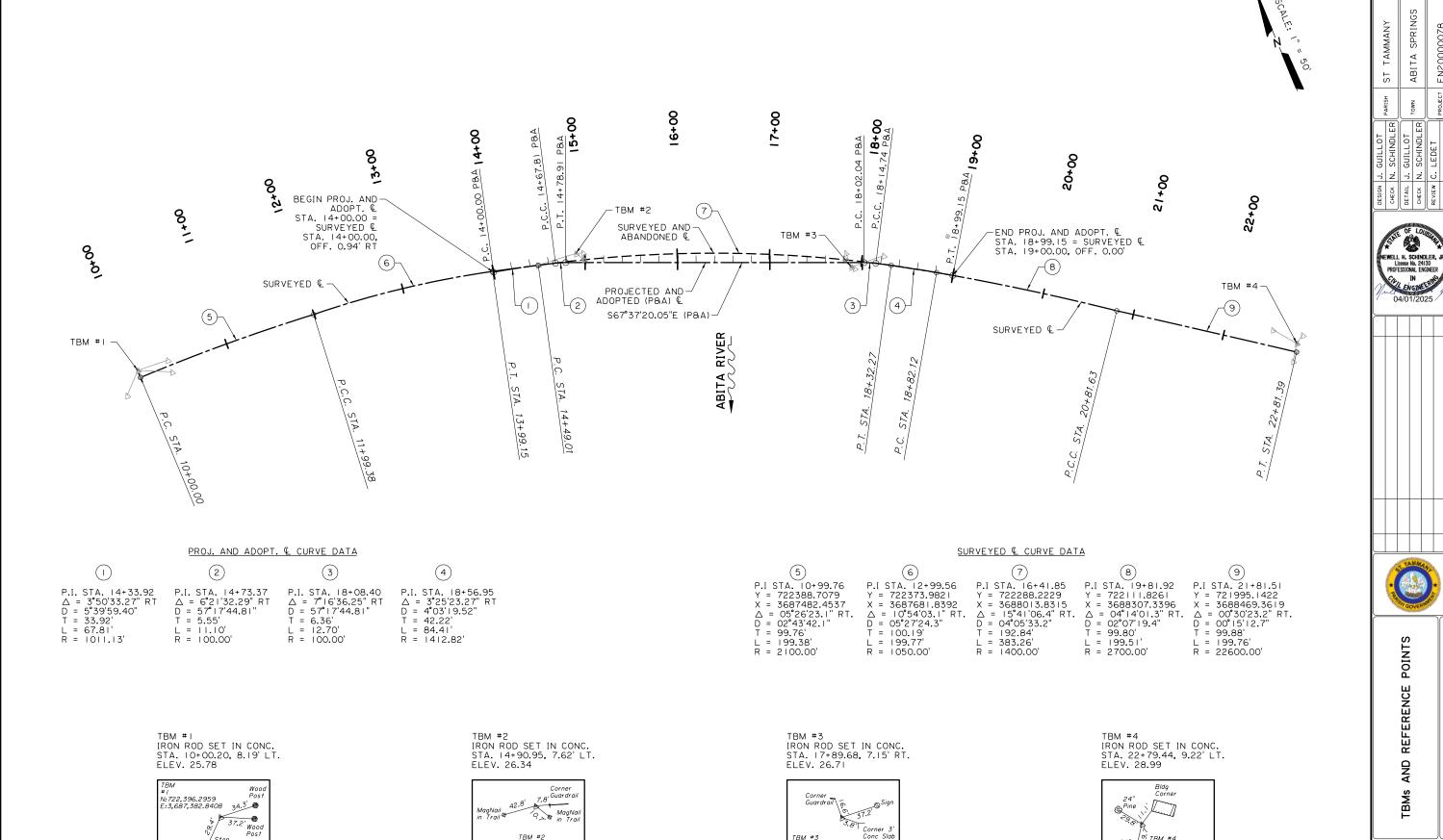
- ⊗ I) QUANTITY IS APPROXIMATE. BRIDGE DECK TO BE DESIGNED BY OTHERS.
- oxtimes 2) QUANTITY INCLUDES ESTIMATION OF STEEL IN BRIDGE DECK. SEE NOTE ABOVE.



05

ABITA SPRINGS

o, TBM #4 ` N:721,945.6811 E:3,688,554.3874



TBM #3 N:722,205.7090 E:3,688,139.8975

TBM #2 N:722,332.858। E:3,687,869.7455

DRAINAGE AREA MAP

TOTAL DRAINAGE AREA = 52.0 SQ MI

06

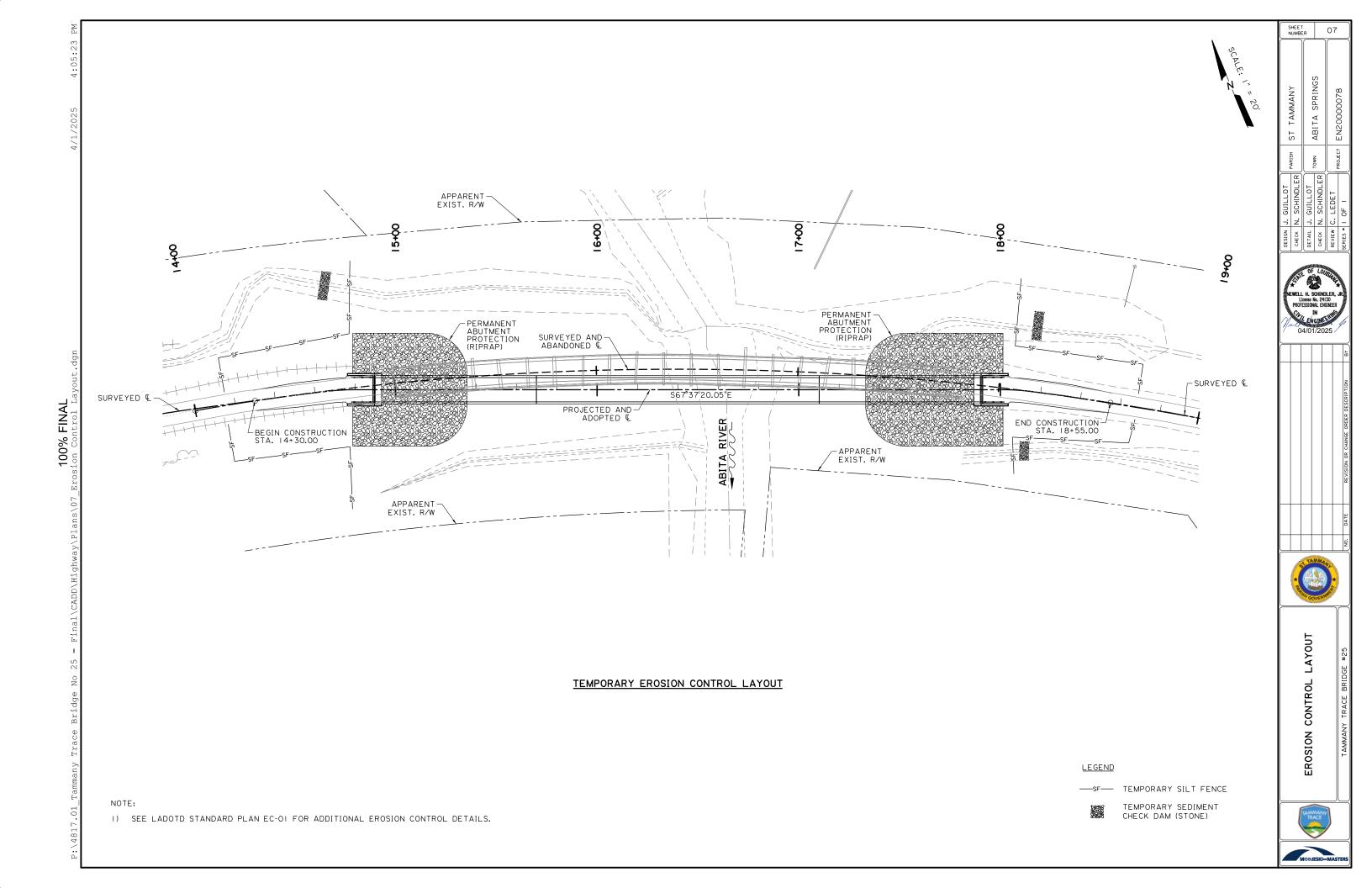
ABITA SPRINGS

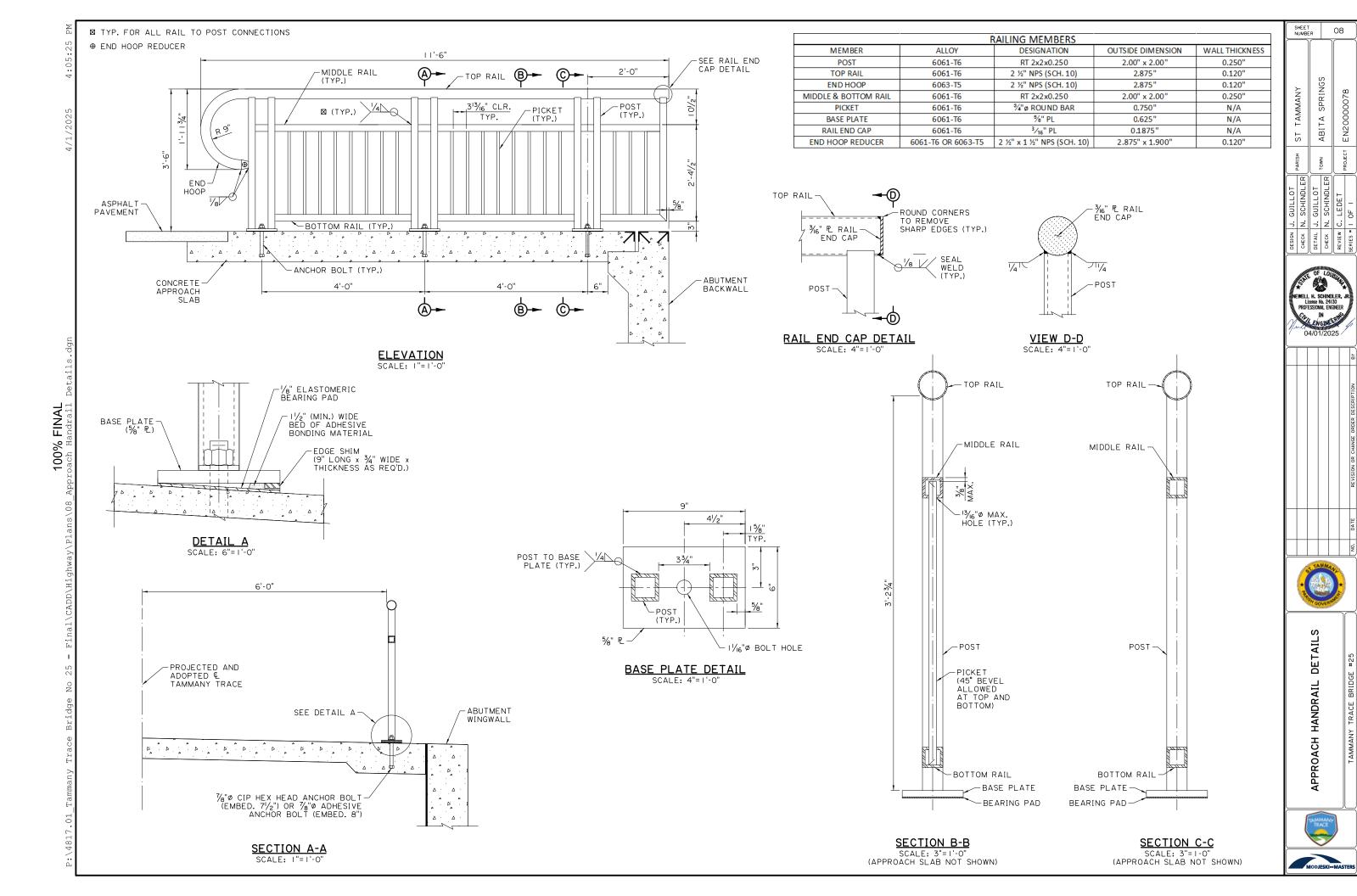
SCALE: 1"

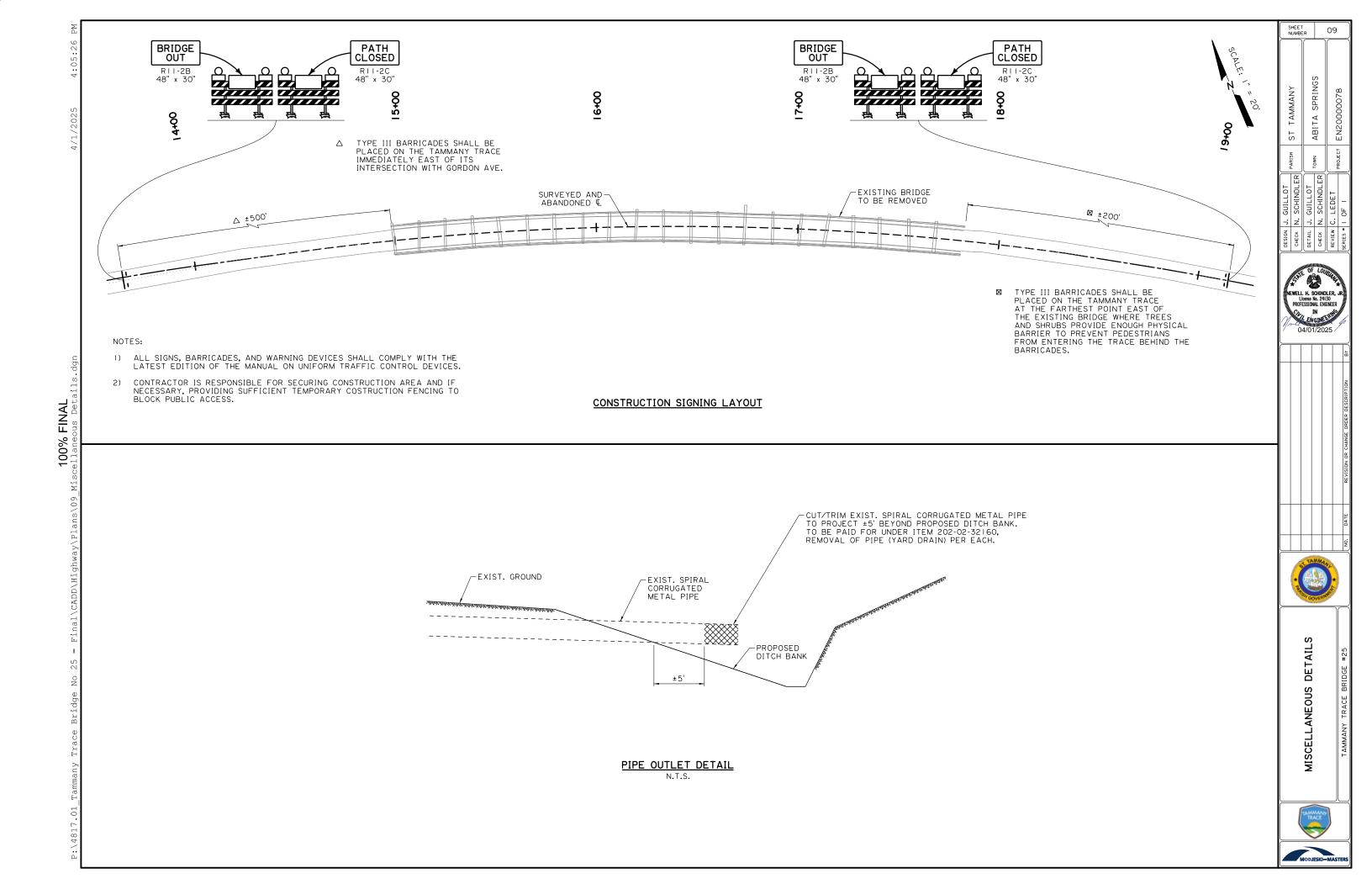
ELEV. 100' HYDRAULIC LENGTH = 9.66 MI.

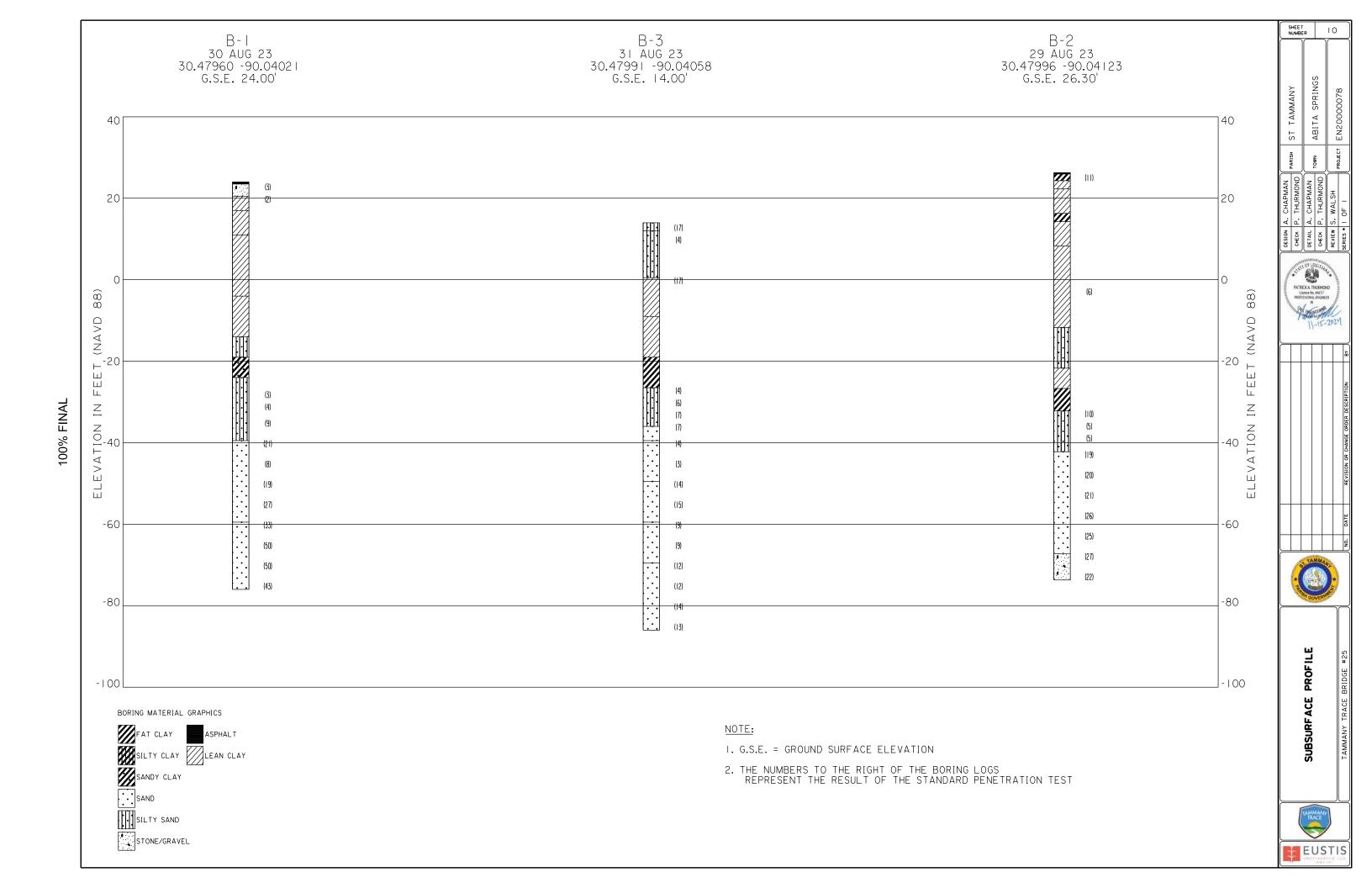
DRAINAGE AREA BOUNDARY

LOCATION OF PROPOSED
TAMMANY TRACE BRIDGE #25
(ELEV. 20')



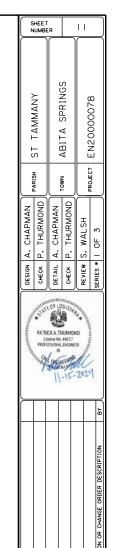






ENG	JST SINCE 1941	NG	Task Tamma Rep Cro	any Parish Government 1-Preliminary Plans ny Trace Bridge No. 25 olacement Project ossing Abita River a Springs, Louisiana		Bor	ing: B-	1		Dat Lati	ject N e: 08/ tude: gitude	30/2 30.4	023	1°		W	/ater Dep	oth: See Text :h: 100.0 ft
ale in	PP	SPT	S	Visual Classification	usc	Sample	Depth	Water	De	nsity	SI	hear 1	ests	Atte	rberg I	Limits		Other Tests
eet 0	Taka.	30.1	L Symbol R		USC	Number	Depth in Feet	Content %	Dry pcf	Wet	Туре	•	C	LL	PL	PI		Other Tests
-		3	\times	6" of ASPHALT Moist, loose dark brown fine POORLY GRADED GRAVEL w/recycled asphalt (Fill)	GP	PB-1 PB-2	1	6										
5 -	7	2	X	Moist very soft tan & brown LEAN CLAY W/SAND (fine)	CL	PB-3	3.5	14						35	17	18		
	4.50			Moist, stiff tan, reddish-brown, & gray LEAN CLAY W/SAND (fine)	CL	4	8	15										
10 -	1.50					5	11	18	112	132	ОВ	0	1838	44	14	30		
15 -	0.50			Moist, medium stiff to stiff dark gray & tan LEAN CLAY W/SAND (fine)	CL	6	14	22	103	126	UC	-	807	26	12	14		
20 =	3.50					7	19	19	109	129	ов	0	1268					
25 -	1.50					8	24	20	106	127	UC	-	1060					
0 -	1.50			Moist very stiff greenish-gray & tan LEAN CLAY W/SAND (fine)	CL	9	29	19	110	130	ОВ	0	2091					
35 -	3.00					10	34	20	106	128	UC	-	2396					
10 -	1.50			Moist, loose dense light gray fine SILTY SAND	SM	11	39	23	101	124								-#200 = 24.0
15 -	1.50			Moist, very stiff gray & tan SANDY CLAY	CL	12	44	30	93	121	UC	_	2592					
50 <u>1</u>				Moist, loose medium to fine SILTY SAND	SM	13	49	21										

ENG	ST INEER	ING	St. Tammany Parish Government Task 1-Preliminary Plans Tammany Trace Bridge No. 25 Replacement Project Crossing Abita River Abita Springs, Louisiana				ing: B		Dat Lati	ject No: 25060 e: 08/30/2023 tude: 30.47960° gitude: -90.04021	•	Water Dep Total Dept	th: See Text h: 100.0 ft
ale in eet	PP	SPT	S P L Symbol	Visual Classification	USC	Sample Number	Depth in Feet	Water Content %	Density Dry Wet pcf pcf	Shear Tests Type C psf	Atterberg Limits		Other Tests
50 +		3	\boxtimes	Moist, loose medium to fine SILTY SAND	SM	PB-14	51.5	19	50, 50,	, , , , , ,			-#200 = 18.3%
55 -		4	$\boxtimes \square$:			P8-15	54.5	20					
50		9	\boxtimes			PB-16	58,5	19					
55		21		Moist, loose to medium dense tan & red coarse to tine POORLY GRADED SAND W/SILT & few gravel	SP-SM	PB-17	63.5	21					
70		8	$\boxtimes \dots$			PB-18	68.5	23					-#200 = 5.4%
75		19	$\boxtimes \dots$			P8-19	73.5	19					
30		27	×			PB-20	78.5	17					SV
35		33	×	Moist, dense tan coarse to fine POORLY GRADED SAND W/SILT & few gravel	SP-SM	PB-21	83.5	16					
90		50	\boxtimes			PB-22	88.5	16					
95		50	$\boxtimes \dots$			PB-23	93.5	11					
£00		43	$\forall \cdots$			PB-24	98.5	16					





SOIL BORING LOGS



ENG	IST INCE 1944	NS	Task Tamma Rej Cro	hany Parish Government 1-Preliminary Plans ny Trace Bridge No. 25 placement Project possing Abita River a Springs, Louisiana	ent			TEST R	ESUL	Pro Dat Lati	ject No e: 08/3 tude: 3 gitude	31/2	023	ı°			Vater Dept otal Depth	:h: See Text n: 100.0 ft
Scale in	PP	SPT	S P	Visual Classification	ucc	Sample	Depth	Water	D	ensity	Sh	ear T	ests	Atte	rberg I	imits.		Other Tests
Feet		5.7	L Symbol		USC	Number	in Feet	Content %	Dry pcf	Wet	Туре	•	C psf	LL	PL	PI	1	Other Tests
- v <u>-</u>		17		Dry, medium dense compact tan fine SILTY SAND w/trace of clay pockets	SM	PB-1 PB-2	0.5	3	Mr. w.	N Week		0 0	21 11/25					
5 -		4	S	Moist, loose tan fine SILTY SAND w/trace of clay pockets	SM	PB-3	3.5	15						21	13	8		
3						PB-4	7	13										
10 -						PB-5	9	19										-#200 = 29.5% SV
15		17		Moist, stiff to very stiff gray & tan LEAN CLAY W/SAND (fine)	CL	PB-6	13.5	23						43	17	26		
20 -	2.00					7	18	24	100	124	UC	(4)	1801	46	16	30		
25 -	2.50			Moist medium stiff gray & tan LEAN CLAY W/SAND (fine)	CL	8	23	23	104	127	ОВ	0	879					
30 -	1.00					9	28	22	104	127	UC	-	428	27	14	13		
35	1.00			Moist very stiff gray & tan FAT CLAY W/SAND (fine, pockets & lenses)	СН	10	33	26	97	122	ОВ	0	3725					
-	1.00					11	38	25	97	122	UC	14	3231					
40	1.00	4	X////	Moist, loose tan fine SILTY SAND	SM	PB-12	40.5	25										
45 -		6	\boxtimes			PB-13	43.5	24										-#200 = 15.3% SV
-		7	\boxtimes			PB-14	46.5	25										

ENGIN	Task 1-Preliminary Plans Tammany Trace Bridge No. 25 Replacement Project Crossing Abita River Abita Springs, Louisiana			nany Parish Government 1-Preliminary Plans iny Trace Bridge No. 25 placement Project ossing Abita River			ing: B-	TEST R • 3	-	Pro Da Lat	ject No te: 08/ itude: igitude	31/20	023 7991°	3°				pth: See Text th: 100.0 ft
ale in F	PP S	SPT	S P L Symbol	Visual Classification	USC	Sample Number	Depth in Feet	Water Content %	Dry	nsity Wet	Sł	ear Te	С	Att LL	erberg PL	Limits	_	Other Tests
50		7	⊠::::	Moist, loose tan fine POORLY GRADED SAND	SP	PB-15	49.5	Z1	pcf	pcf	Туре		psf	-	1 "	1		
55	8	4	\times	Moist, very loose reddish-brown coarse to fine POORLY GRADED SAND W/GRAVEL	SP	PB-16	53.5	20										
60	8	3	\boxtimes			PB-17	58.5	23										
65	3	14	\times	Moist, medium dense reddish-brown coarse to fine POORLY GRADED SAND	SP	PB-18	63.5	18										
70		15	\boxtimes			PB-19	68.5	17										
75		9	×	Moist, loose reddish-brown fine to medium POORLY GRADED SAND W/GRAVEL (fine)	SP	PB-20	73.5	17										SV
80		9	\boxtimes			PB-21	78.5	19										
85	ä	12	\times	Moist medium dense tan & reddish-brown coarse to fine POORLY GRADED SAND	SP	PB-22	83.5	19										
90	3	12	$ \mathbf{x} = 1$			PB-23	88.5	16										
95	8	14	\boxtimes	w/trace of clay		PB-24	93.5	22										
1		13	$\forall \cdots$			PB-25	98.5	21										





SOIL BORING LOGS

EUSTIS BIOLOGICAL DEC

ENG	Task 1-Preliminary Plans Tammany Trace Bridge No. 25 Replacement Project Crossing Abita River Abita Springs, Louisiana				any Parish Government 1-Preliminary Plans Ny Trace Bridge No. 25 Nacement Project Issing Abita River	3572		ing: B-	TEST RI		Pro Dat Lati	ject No e: 08/2 tude: 3 gitude	9/2	023	•			Vater Dept otal Depth	h: See Text : 100.0 ft
cale in	PP	SPT	P	Symbol	Visual Classification	USC	Sample	Depth	Water Content		ensity	Sh	ear T		Atte	berg	Limits	#200 Sieve	Other Tests
Feet			R	Symbol		335555	Number	in Feet	%	Dry pcf	Wet	Туре	•	C psf	ш	PL	PI	(% Passing)	Other rests
-		11	\times		4" of ASPHALT Moist, stiff dark gray & tan FAT CLAY w/few silt pockets, fine gravel, & organic	CH	PB-2	1	18										
. 1	2.00				matter Moist, very stiff gray LEAN CLAY W/SAND (fine)	CL	3	3	16	115	134	UC	-	2129					
5 -	1.50				(fine) Moist, medium stiff to stiff gray LEAN CLAY W/SAND (fine)		4	5	25	97	121	ОВ	0	916	26	16	10		
1	0.50				CLAT W/SAND (TINE)		5	8	16	113	132	uc	-	1058					
10	0.50				Moist, medium stiff gray FAT CLAY W/SAND (fine)	СН	6	11	44	76	110	00		777					
-	0.50				Moist, medium stiff gray LEAN CLAY W/SAND	CL	6	11	44	76	110	ОВ	0	111					
15	0.50				W/SAND		7	14	21	106	128	UC	**	816	18	12	6		
20 -	2.50				Moist, stiff gray & tan LEAN CLAY W/SAND (fine)	CL	- 8	18	15	116	134	uc		1425					
25 -	0.50						PB-9	23	25						22	13	9		
30 -		6	X				PB-10	29	27										
35	1.50						11	33	25	99	124	ОВ	0	1571	42	18	24		
40					Moist, medium loose dense gray fine SILTY SAND	SM	12	38	22	104	126				NΡ	NP	NP		
45							13	43	22									29.1%	
1	2.00				Moist, stiff light gray & reddish-brown LEAN CLAY W/SAND (fine)	CL	14	48	23	101	124	uc	-55	1635					

ENG	UST INEERI	ING		Task Tamma Re Cr	nany Parish Government 1.1-Preliminary Plans any Trace Bridge No. 25 placement Project ossing Abita River ta Springs, Louisiana	OF B		AND	TEST RI - 2	ESUI	Pro Dat Lat	ject No e: 08/: itude: gitude	29/2 30.47	023	3°			Vater Dept otal Depth	h: See Text : 100.0 ft
Scale in	PP	SPT	S P L	Symbol	Visual Classification	usc	Sample	Depth in Feet	Water Content		ensity	Sh	ear T		Atte	rberg L	imits	#200 Sieve	Other Tests
Feet - 50			R	27777		3836-35	Number	in Feet	%	Dry pcf	Wet pcf	Туре	ø	C psf	LL	PL	PI	(% Passing)	Other rests
7					Moist, stiff light gray & reddish-brown LEAN CLAY W/SAND (fine)	a	200.00		2000			2732							
55 -	2.00				Moist, stiff dark brown FAT CLAY W/SAND (fine)	СН	15	53	28	93	119	uc		1384					
60 -		10	X		Moist, loose tan & red medium to fine SILTY SAND	SM	PB-16	58.5	20										
-		5	X				PB-17	61.5	21			l							
65 -		5	X				PB-18	64.5	23									17.3%	
70 -		19	X		Moist medium dense red medium to fine CORLY SKADED SAND W/SILT & trace of fine gravel	SP-SM	PB-19	68.5	20										
75 -		20	X				PB-20	73.5	16										
80 -		21	X				PB-21	78.5	19									6.6%	SV
85 -		26	X				PB-22	83.5	21										
90 -		25	X				PB-23	88.5	18										
95 -		27	X		Moist medium dense red fine POORLY GRADED GRAVEL W/SAND (fine to coarse)	GP	PB-24	93.5	5										
100		22	X				PB-25	98.5	11										



SHEET NUMBER

13



SOIL BORING LOGS

EUSTIS BIOLINE STAND LE

CONSTRUCTION SPECIFICATIONS

- I. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT, STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES, 2016 EDITION, EXCEPT AS SUPPLEMENTED OR AMENDED BY THE PLANS, SUPPLEMENTAL SPECIFICATIONS AND/OR SPECIAL PROVISIONS.
- 2. ALL ELEVATIONS ARE BASED ON NAVD 88 (2010).
- 3. ALL DIMENSIONS ARE GIVEN AT NORMAL TEMPERATURE (68° F).

DESIGN SPECIFICATIONS

I. STRUCTURAL DESIGN IS IN ACCORDANCE WITH AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 9TH EDITION, 2020, AND THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT BRIDGE DESIGN AND EVALUATION MANUAL, 9TH EDITION, 2019.

DESIGN CRITERIA

I. LIVE LOADING SHALL BE AASHTO H-10 VEHICLE + 90 PSF PEDESTRIAN LOAD.

CONCRETE

- ALL CONCRETE FOR THE APPROACH SLABS, FOUNDATION, AND DECK SHALL BE CLASS AT CONCRETE. CHAMFER ALL EXPOSED EDGES OF CONCRETE 3/4".
- 2. SURFACES SHALL BE FINISHED IN ACCORDANCE WITH 805.08. "CONCRETE SURFACE FINISHES" OF THE LOUISIANA STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES, 2016 EDITION.

REINFORCING STEEL

- I. DIMENSIONS RELATING TO REINFORCING STEEL SPACING ARE CENTER TO CENTER OF BAR.
- 2. MINIMUM COVER FROM SURFACE OF CONCRETE TO FACE OF ANY DEFORMED REINFORCING BAR SHALL CONFORM TO LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT, STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES, 2016 EDITION, TABLE 805-4.
- 3. ALL REINFORCING STEEL SHALL BE GRADE 60 STEEL. THE FIRST DIGIT OF REINFORCING BAR NUMBER INDICATES BAR SIZE.

SUBSTRUCTURE ELEVATIONS

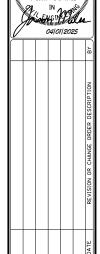
I. SUPERSTRUCTURE TO BE FURNISHED BY OTHERS. ALL SUBSTRUCTURE ELEVATIONS ARE BASED ON THE FOLLOWING DIMENSIONS:

TOP OF DECK TO LOW STEEL: 2'-8" HEIGHT OF BEARINGS: GROUT PAD THICKNESS: 11/2"

2. CONTRACTOR TO VERIFY THESE DIMENSIONS BASED ON FURNISHED SUPERSTRUCTURE AND ADJUST SUBSTRUCTURE ELEVATIONS IF NECESSARY.

BRIDGE INDEX

SHEET NO.	DESCRIPTION
101	BRIDGE GENERAL NOTES
102	SUMMARY OF BRIDGE QUANTITIES
103	BRIDGE GENERAL PLAN AND ELEVATION
104	FOUNDATION LAYOUT
105	PILE DATA TABLE
106	CONCRETE APPROACH SLAB DETAILS
107	BENT AND BEARING LAYOUT
108 - 110	ABUTMENT DETAILS
111 - 112	INTERMEDIATE BENT DETAILS
113	RIPRAP REVETMENT DETAILS
114	CONCRETE SURFACE FINISH



101

SPRINGS

ABITA

CHECK
CHECK
DETAIL
CHECK
REVIEW

JASON W. MILES License No. 37773 PROFESSIONAL ENGINEER







	SUMMARY OF BRIDGE QUANTITIES	•	•
ITEM	DESCRIPTION	UNIT	QUANTITY
202-02-00010	REMOVAL OF EXISTING BRIDGE	EACH	1
711-01-04000	RIPRAP (55 LB, 18" THICK)	SQYD	824
711-04-00100	GEOTEXTILE FABRIC	SQYD	1229
804-01-00200	PRECAST CONCRETE PILES (14")	LNFT	640
804-01-00400	PRECAST CONCRETE PILES (18")	LNFT	624
804-14-00100	DYNAMIC MONITORING ASSISTANCE	EACH	6
804-18-00100	VIBRATION MONITORING	DAY	12
805-01-00200	CLASS A1 CONCRETE (DECK)	CUYD	66.67
805-01-00300	CLASS A1 CONCRETE (BENT CAP)	CUYD	45.16
805-18-00200	CONCRETE FINISH (CLASS 3 SPECIAL FINISH)	SQFT	1176
806-01-00100	DEFORMED REINFORCING STEEL	LB	17470
807-02-00100	STRUCTURAL METALWORK (ANCHOR BOLTS)	LUMP	1
807-04-00100	STRUCTURAL METALWORK (ERECT PRE-FABRICATED STEEL TRUSS)	LUMP	1
813-01-00100	CONCRETE APPROACH SLABS (CAST-IN-PLACE)	SQFT	280
815-02-00100	SEALED EXPANSION JOINT (END DAMS AND PREFORMED NEOPRENE SEAL)	LNFT	72

NOTES:

- ⊗ I) QUANTITY IS APPROXIMATE. BRIDGE DECK TO BE DESIGNED BY OTHERS.
- 2) QUANTITY INCLUDES ESTIMATION OF STEEL IN BRIDGE DECK. SEE NOTE ABOVE.

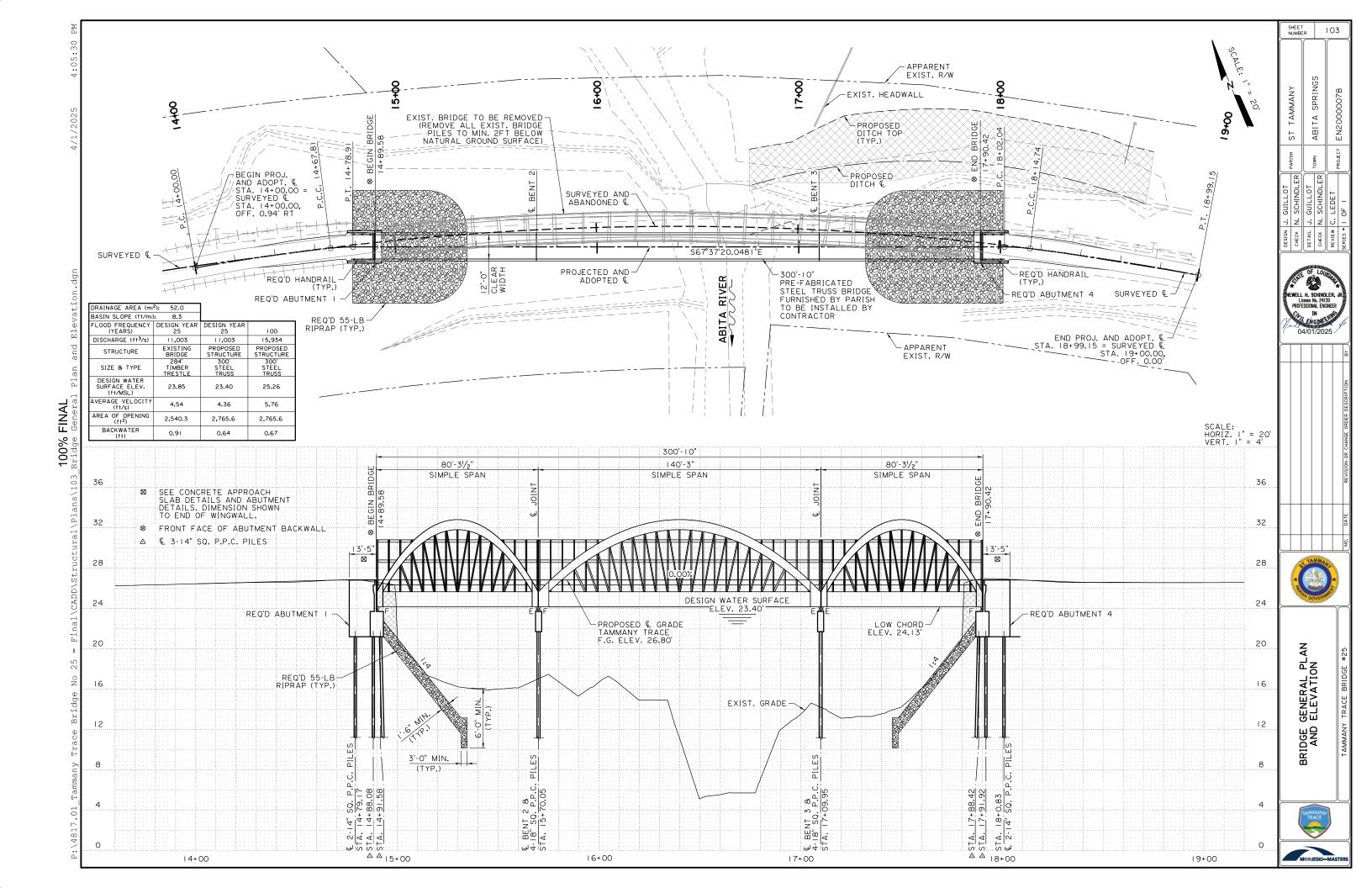


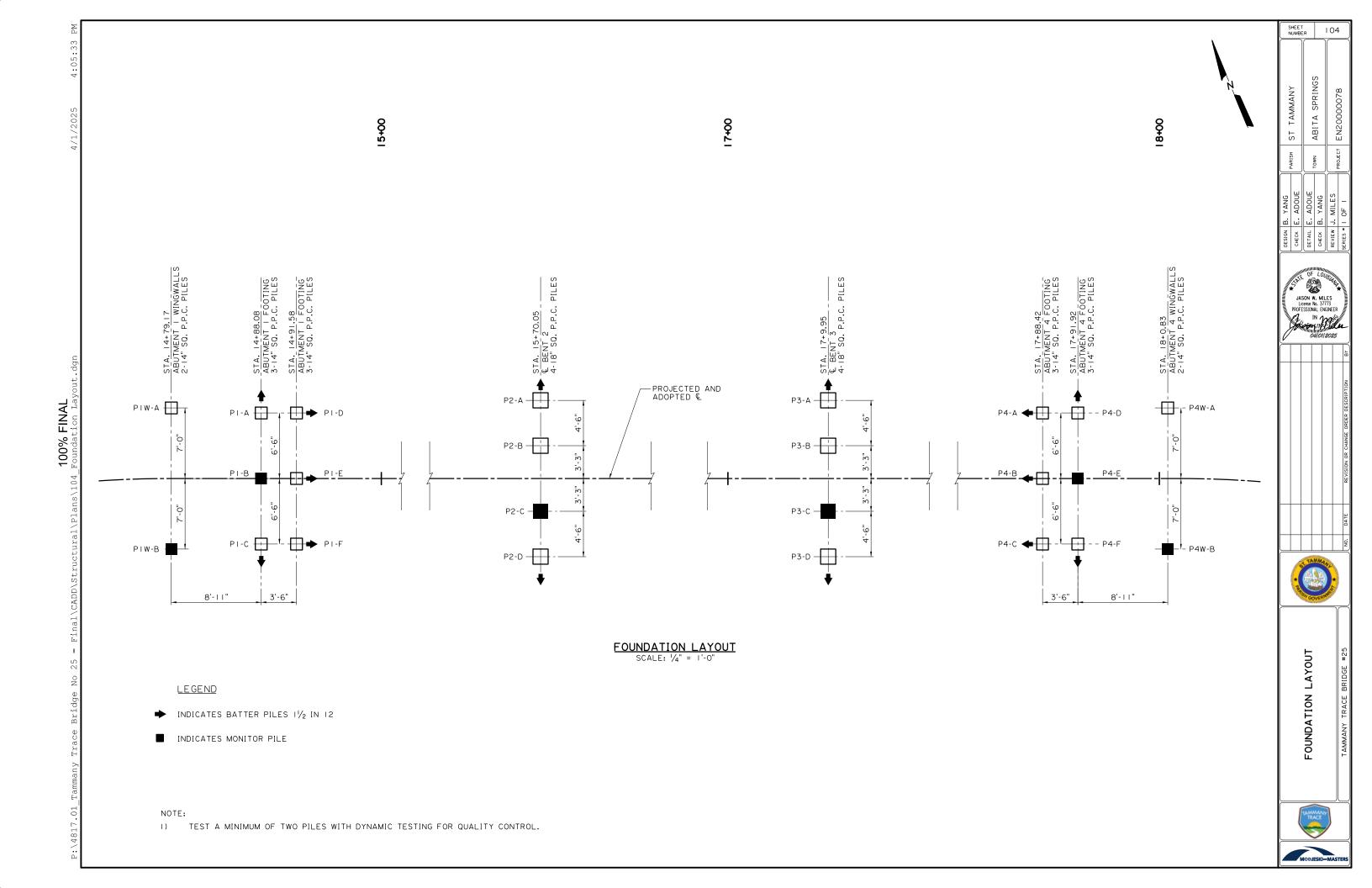
102

ABITA SPRINGS EN20000078

QUANTITIES

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DETERMINATION OF PILE BEARING CAPACITY: THE PILE BEARING CAPACITY VERIFICATION SHALL BE MADE BY USE OF PILE DRIVING ANALYZER (PDA) SOFTWARE ANALYSIS AT EACH MONITOR PILE.

MONITOR PILES: THE FIRST PLUMB PILE DRIVEN AT EACH BENT INDICATED ON THE PRODUCTION PILE DATA TABLE SHALL BE MONORTORED WITH THE PILE DRIVING ANALYZER (PDA). AT THE DIRECTION OF THE PROJECT ENGINEER, A ONE (I) HOUR AND ONE (I) DAY RESTRIKE MAY BE REQUIRED AT EACH MONITOR PILE.

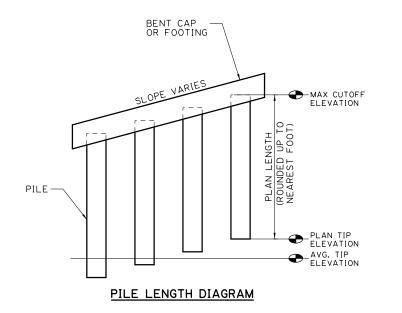
PILE DRIVING EQUIPMENT APPROVAL: ALL PILE DRIVING EQUIPMENT SHALL BE APPROVED USING THE WAVE EQUATION HAMMER APPROVAL METHOD IN ACCORDANCE WITH SECTIION 804.05 OF THE LOUISIANA STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES.

DYNAMIC MONITORING: PILE DRIVER ANALYZER (PDA) MONITORING WILL BE REQUIRED AT MONITOR PILES AND AS DIRECTED BY THE ENGINEER. ALL COST AND DELAYS ASSOCIATED WITH PDA MONITORING SHALL BE INCLUDED UNDER ITEM NO. 804-14-00100, DYNAMIC MONITORING ASSISTANCE.

							PILE DA	TA TABLE							
BENT NO.	STATION	NO. OF	TYPE & SIZE	MONITOR PILE	STRENGTH	RESISTANCE		OMINAL PILE CE (TONS)	MAX. CUT-OFF ELEV.	PLAN TIP ELEV.	PLAN LENGTH	ORDER LENGTH	AS-BUII	LT TIP ELEVATI	ON (FT)
BENT NO.	STATION	PILES	(IN)	REQUIRED (Y OR N)	(TONS)	FACTOR	WITHOUT PREBORING	PREBORING TO SCOUR DEPTH	(FT)	(FT)	(FT)	(FT)	MAX.	MIN.	AVG.
1W	14+79.17	2	14" SQ. P.P.C. PILE	Y	20.5	0.50	41.3	-	21.93	-18.0	40				
1	14+89.58	6	14" SQ. P.P.C. PILE	Y	20.5	0.50	41.3	-	21.93	-18.0	40				
2	15+70.05	4	18" SQ. P.P.C. PILE	Y	62.2	0.65	190.5	95.7	22.43	-55.0	78				
3	17+09.95	4	18" SQ. P.P.C. PILE	Y	62.2	0.65	190.5	95.7	22.43	-55.0	78				
4	17+90.42	6	14" SQ. P.P.C. PILE	Y	20.5	0.50	41.3	-	21.93	-18.0	40				
4W	18+00.83	2	14" SQ. P.P.C. PILE	Υ	20.5	0.50	41.3	-	21.93	-18.0	40				

	MONITOR PILE DATA TABLE														
PILE NO.	STATION	LOCATION	TYPE & SIZE (IN)	TIP ELEV. (FT)	ORDER LENGTH (FT)										
P1W-B	14+79.17	7.0' RT. PROJ €	14" SQ. P.P.C. PILE	-18.0											
P1-B	14+88.08	PROJ ⊈	14" SQ. P.P.C. PILE	-18.0											
P2-C	15+70.05	3.25′ RT. PROJ €	18" SQ. P.P.C. PILE	-55.0											
P3-C	17+09.95	3.25′ RT. PROJ &	18" SQ. P.P.C. PILE	-55.0											
P4-E	17+91.92	PROJ €	14" SQ. P.P.C. PILE	-18.0											
P4W-B	18+00.83	7.0' RT. PROJ €	14" SQ. P.P.C. PILE	-18.0											

* DO NOT ORDER PILES FOR BENT NO I AND 2 UNTIL PDA MONITORING FOR BENT NO. IW AND 4W RESPECTIVELY HAVE BEEN COMPLETED AND REVIEWED BY THE GEOTECHNICAL ENGINEER.





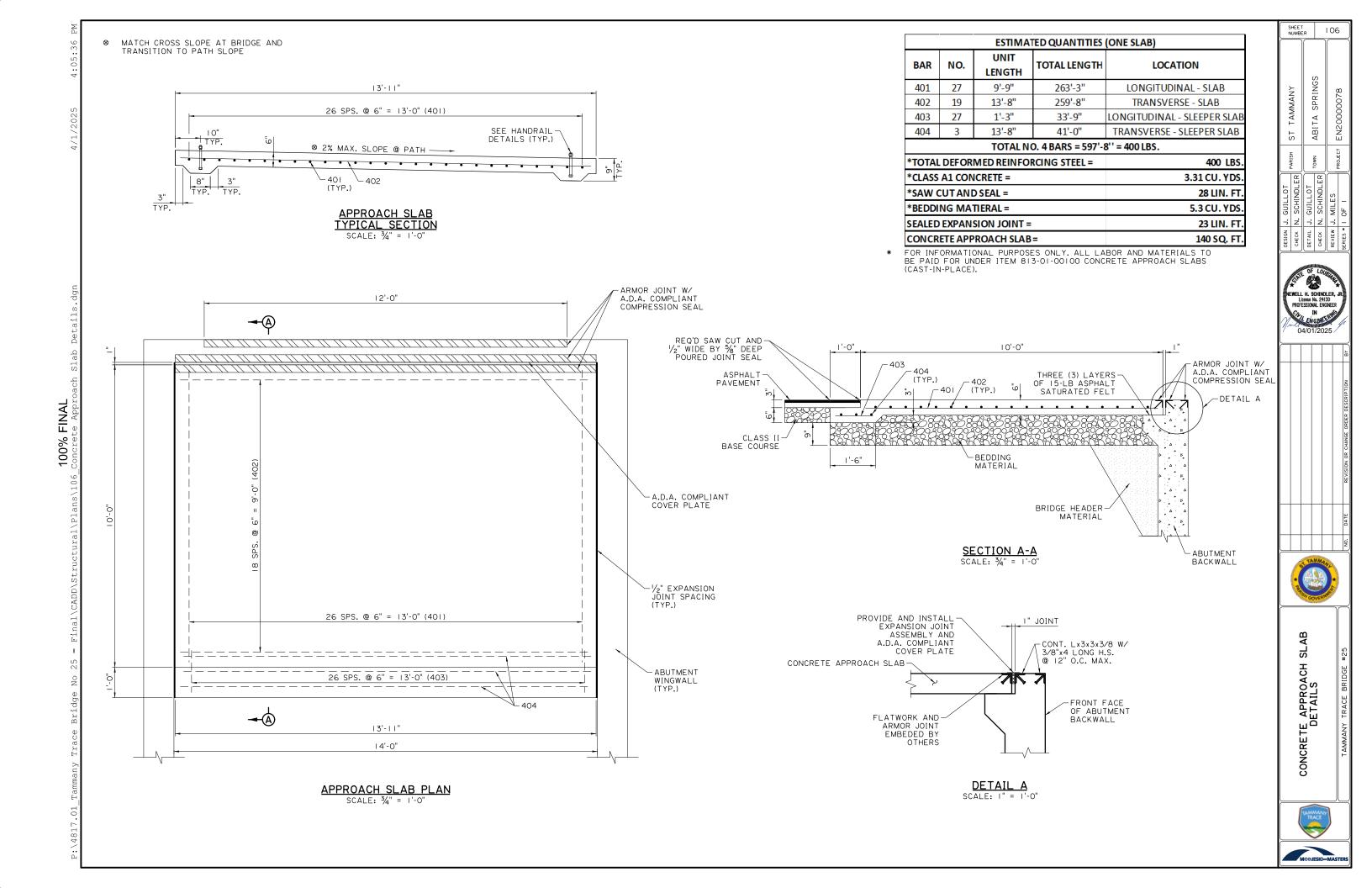
105

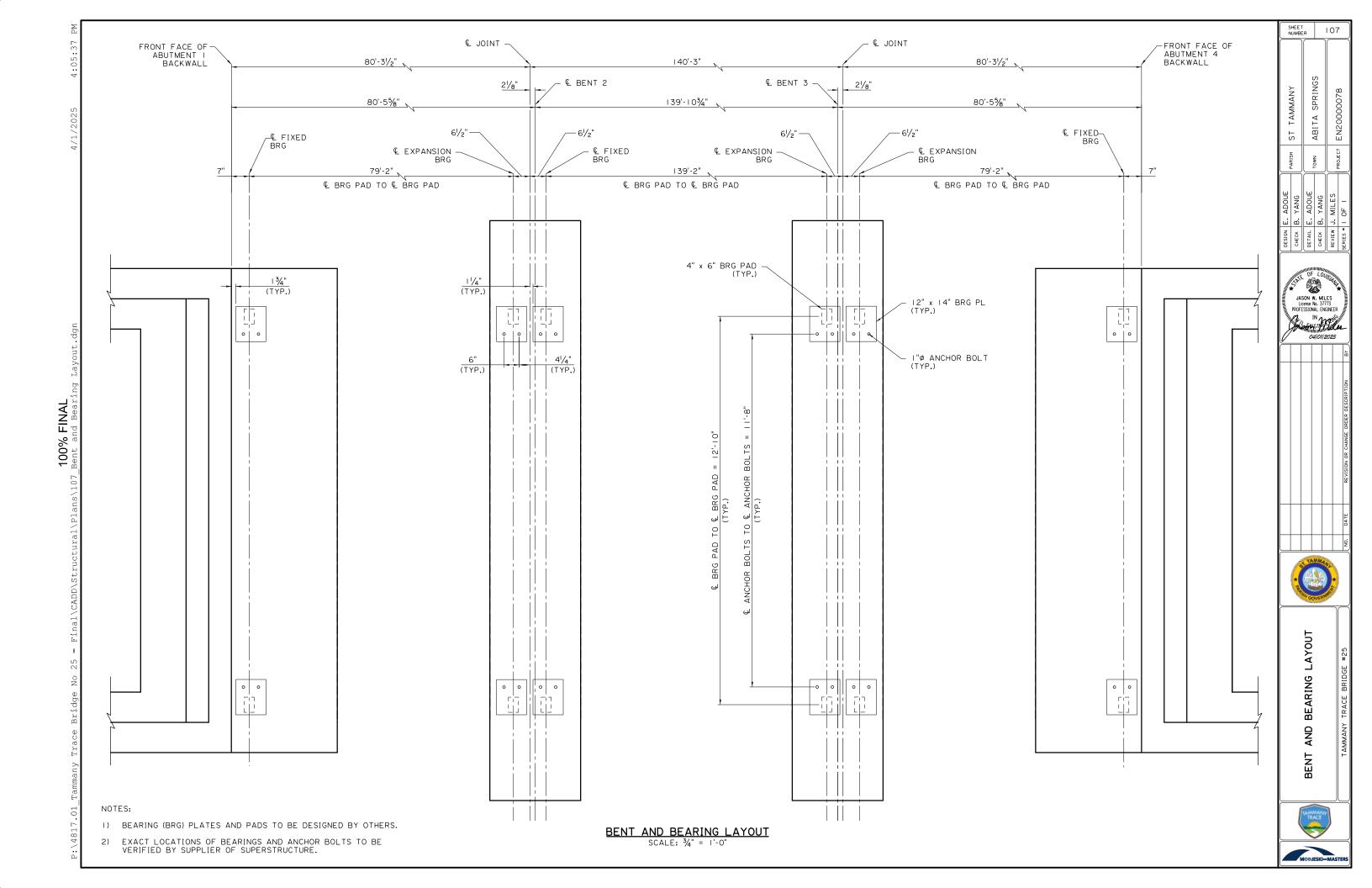


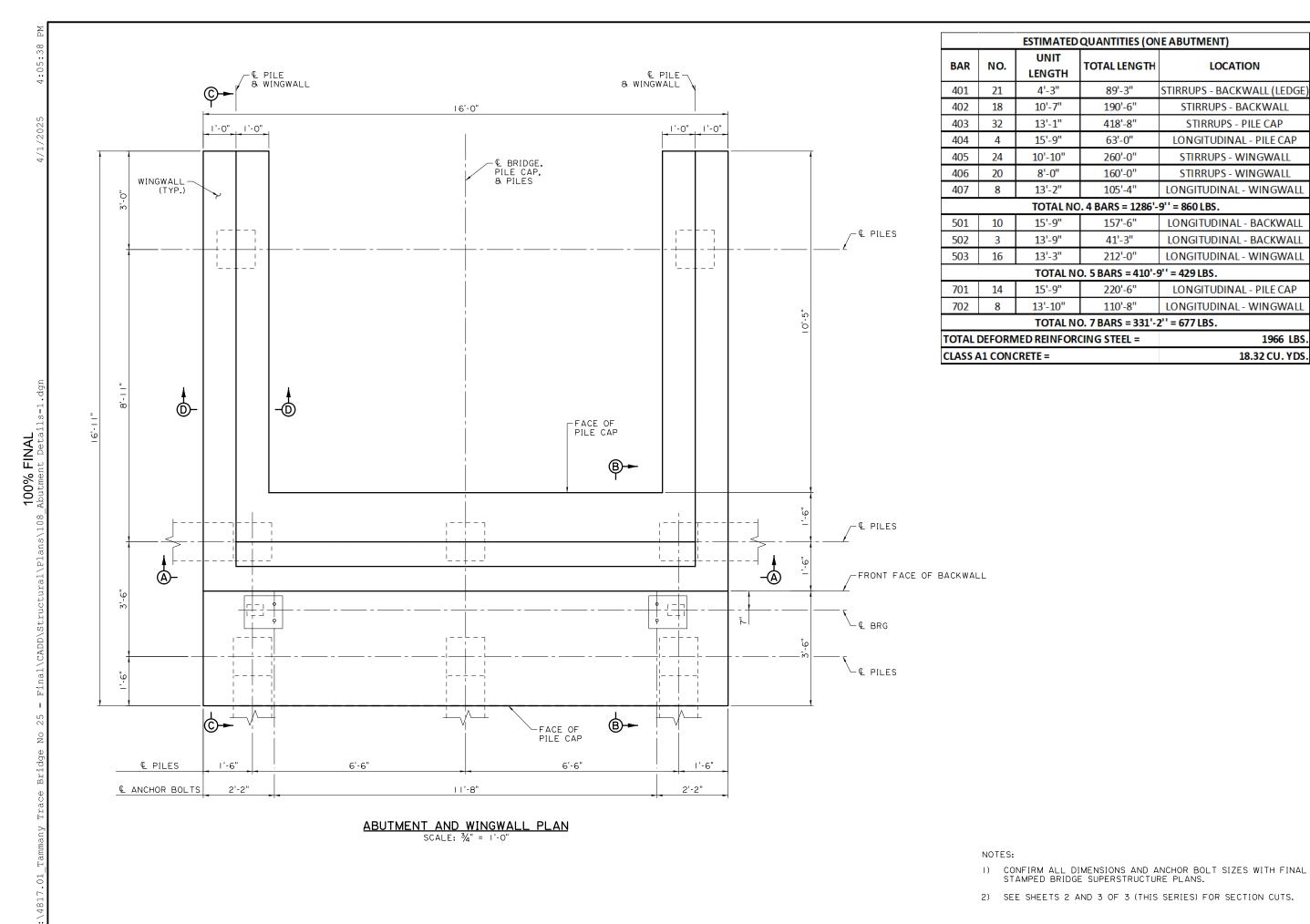












JASON W. MILES
LICENS NO. 37773
PROFESSIONAL ENGINEER
IN
CAIOLIZOZS

AB
NOLLEIGNEE
NO. 12025

108

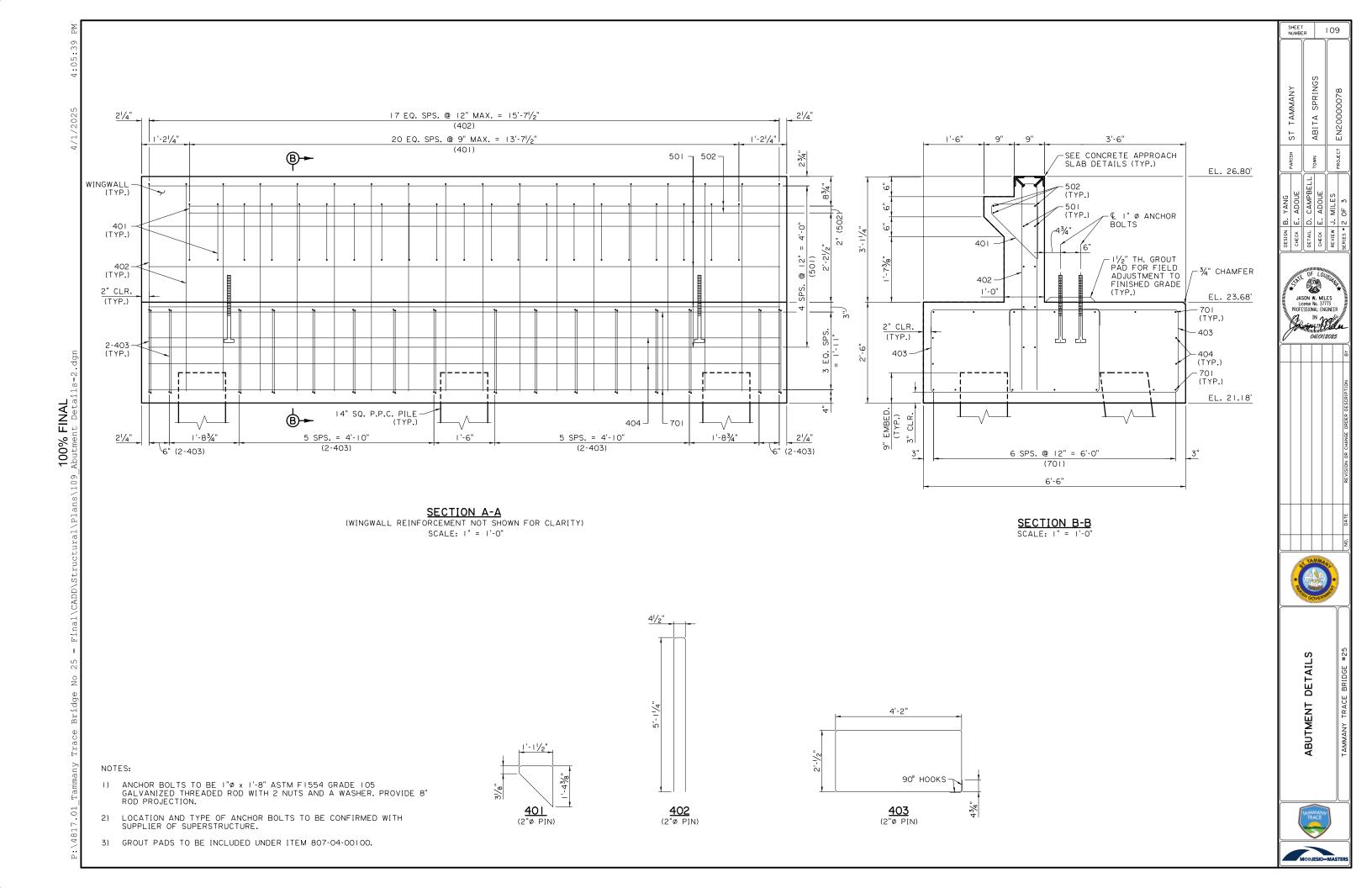
ABITA SPRINGS

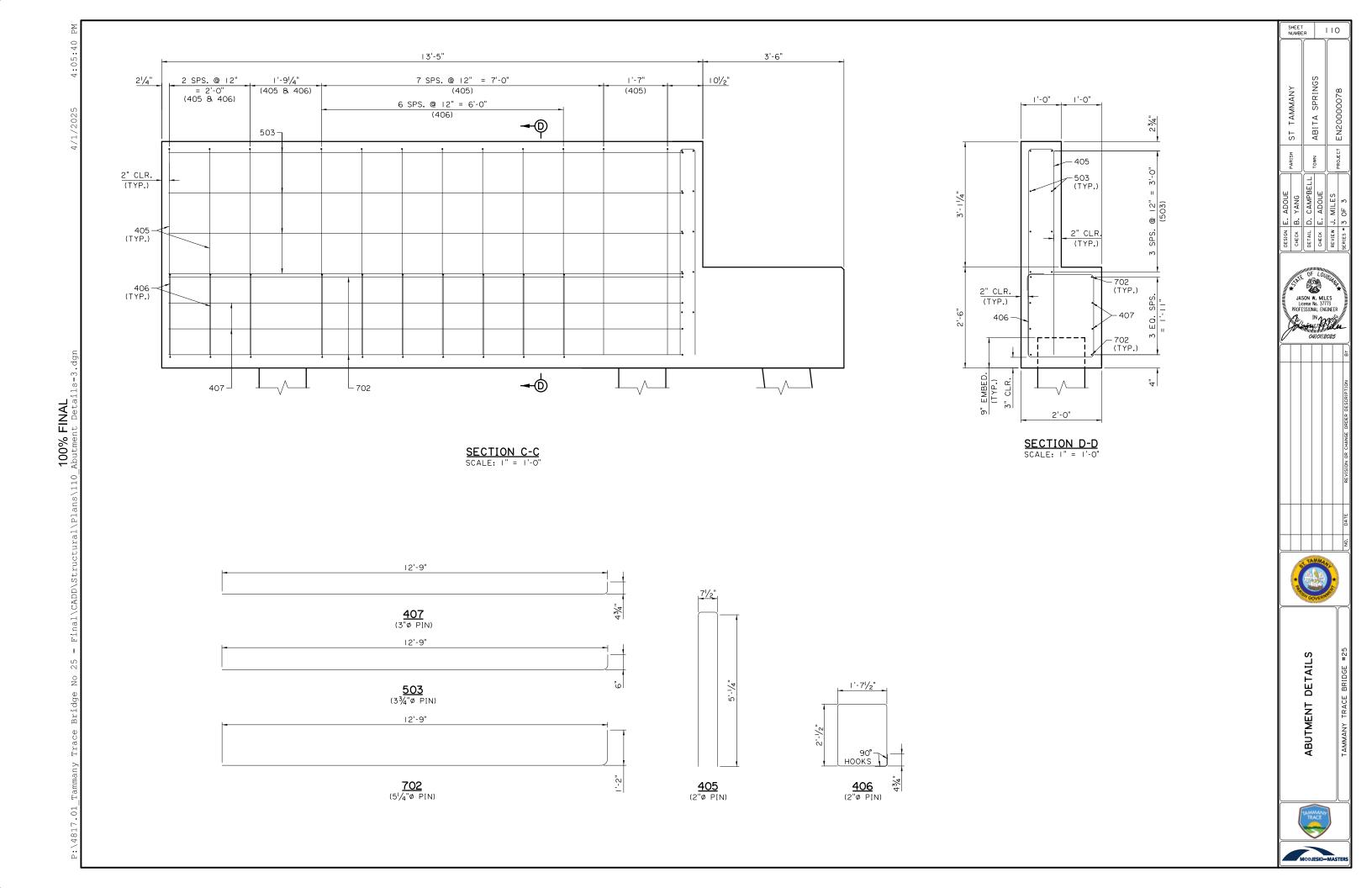
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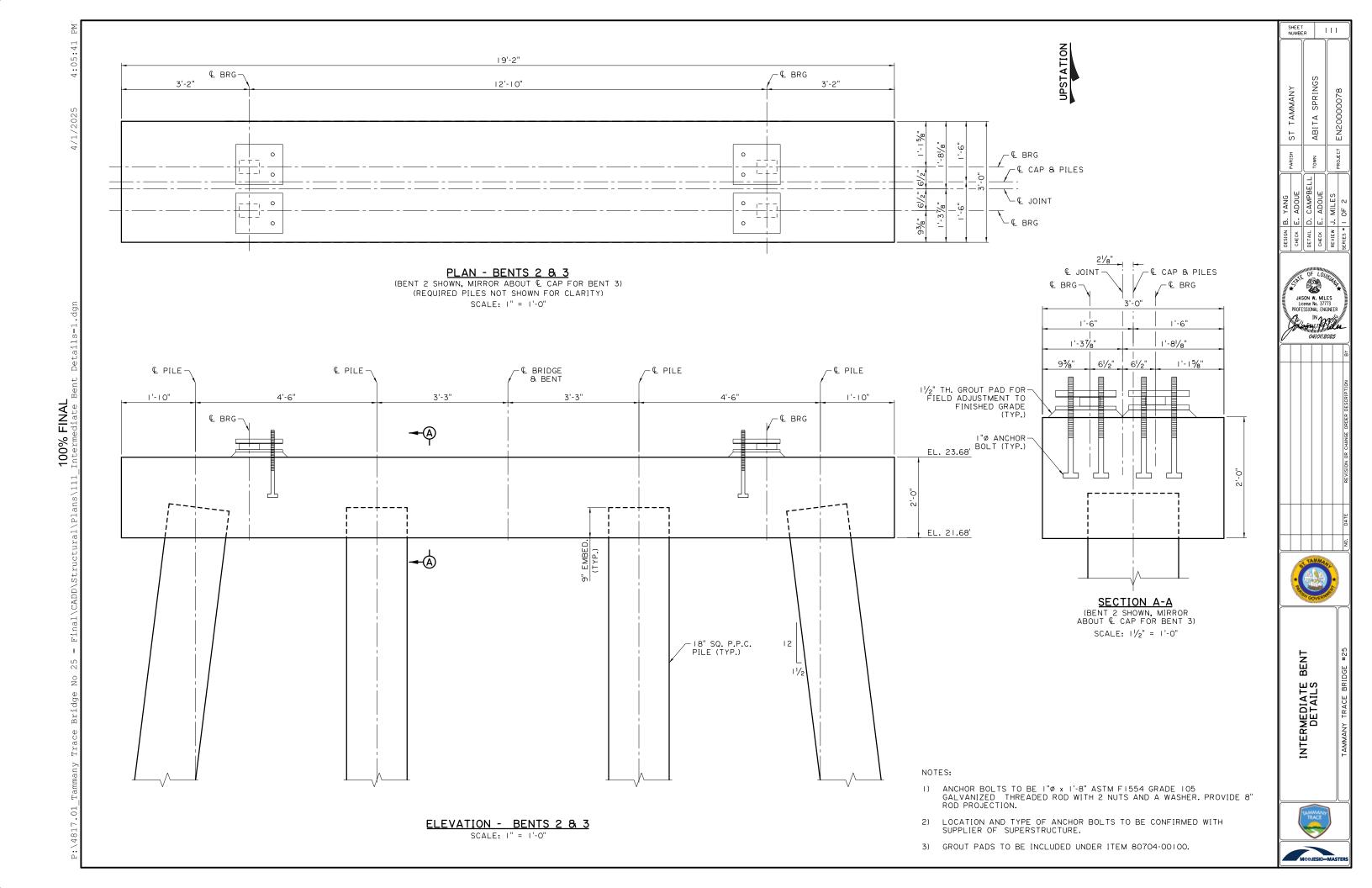
ENT DETAILS

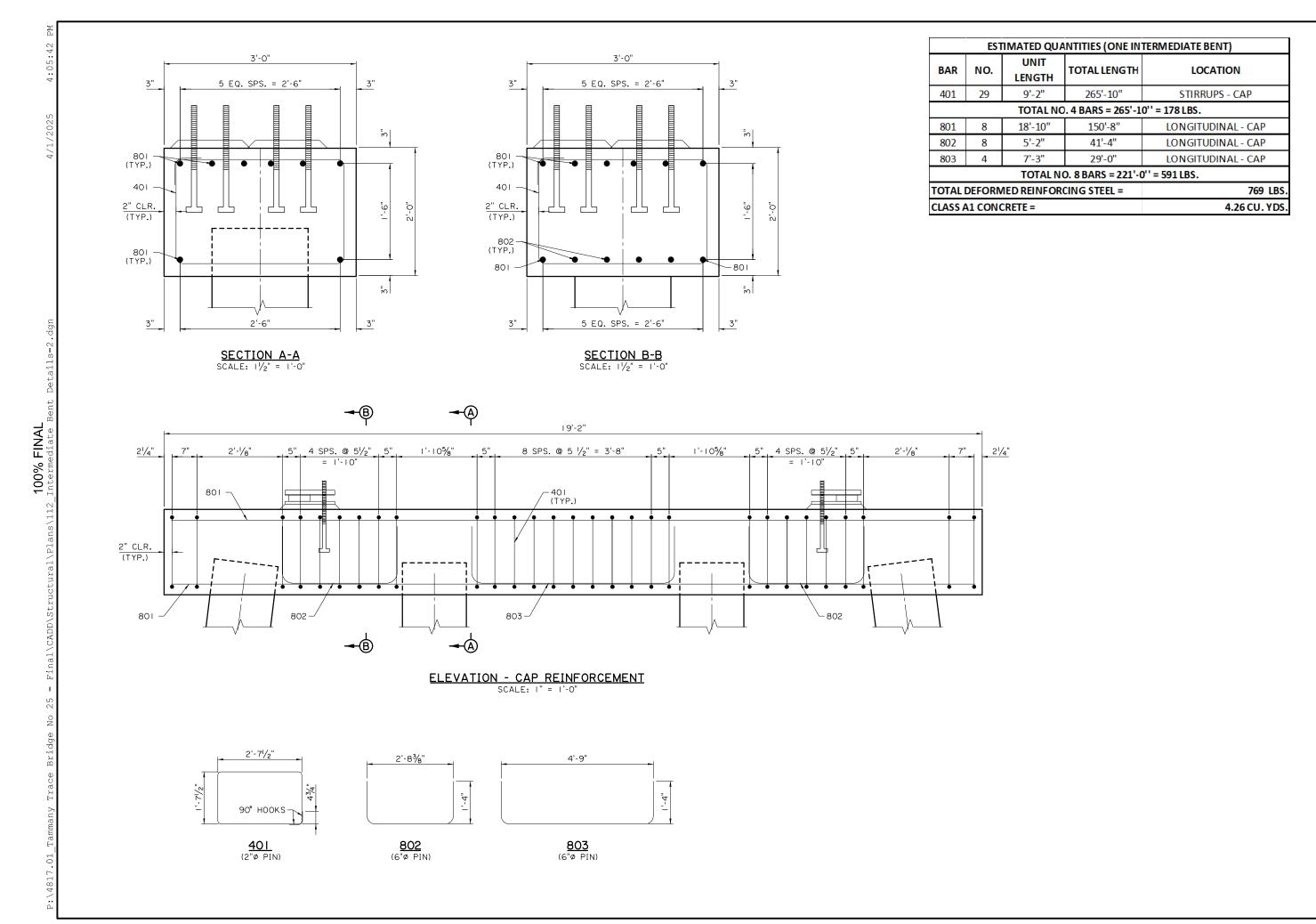
ABUTMENT DE



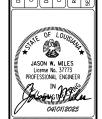








112 ABITA SPRINGS ST TAMMANY







INTERMEDIATE BENT DETAILS







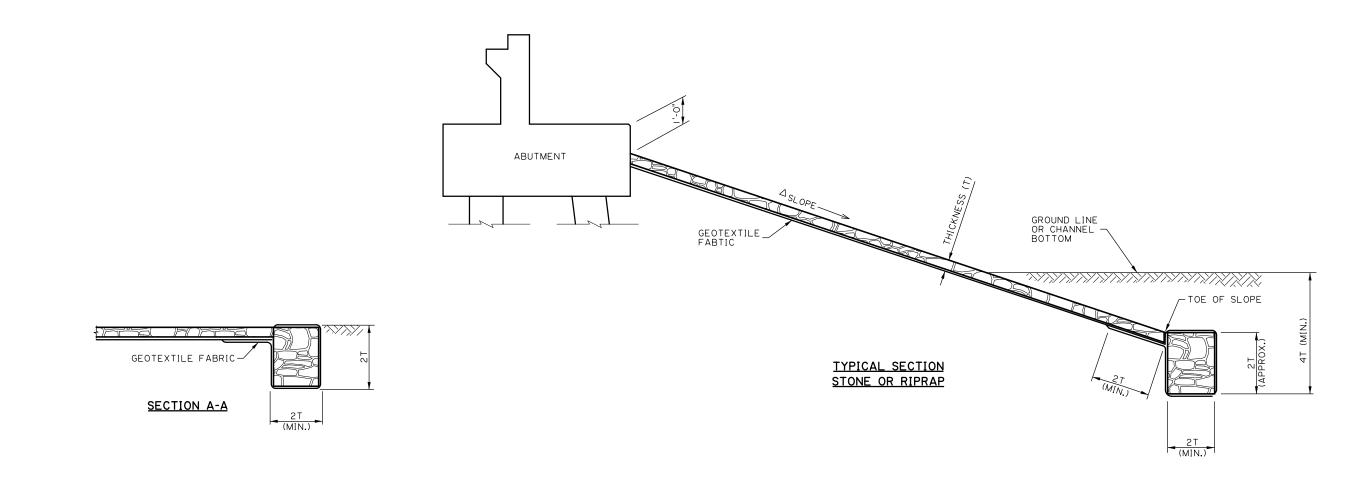
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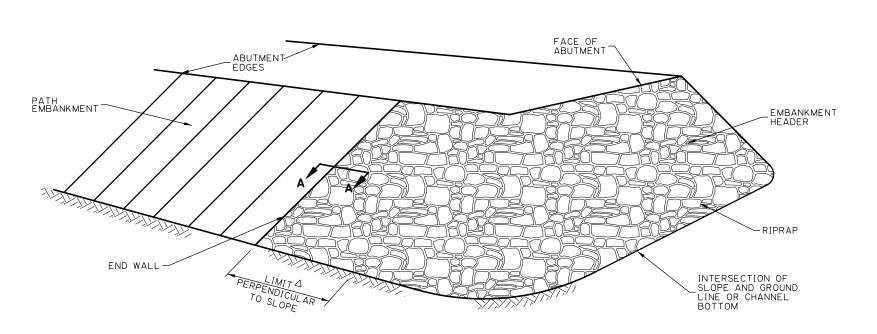
SPRINGS

ABITA









GENERAL VIEW OF EMBANKMENT SLOPE PROTECTION

NOTES:

- RIPRAP AND FLEXIBLE REVETMENT SHALL BE PLACED IN ACCORDANCE WITH THE LATEST SECTIONS 711 AND 712 OF THE LOUISIANA STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES,
- 2) GEOTEXTILE FABRIC WILL BE MEASURED AND PAID FOR UNDER IT'S OWN PAY ITEM WHEN USED WITH RIPRAP BUT WILL BE CONSIDERED AN INCIDENTAL ITEM AND BE INCLUDED IN THE PAY ITEM FOR REVETMENT.
- 3) ALTERNATE DESIGNS MAY BE SUBMITTED TO THE HYDRAULIC ENGINEER FOR APPROVAL.
- 4) ELEVATION OF TOE OF SLOPE TO REMAIN CONSTANT FOR ALL PROTECTED SIDES OF THE EMBANKMENT, UNLESS OTHERWISE NOTED.
- WHERE SLOPE PROTECTION FOR ADJACENT EMBANKMENTS INTERSECT, TERMINATE EACH WITH A TOE WALL AS DETAILED ON THE SHEET EXCEPT WALLS ABUT.

RIPRAP CLASS (LBS.)	MINIMUM THICKNESS (T) (INCHES)
* 55	18
* 130	24
* 250	30

- * STONE ONLY
- A SEE GENERAL PLAN FOR EMBANKMENT HEADER SLOPE AND LIMITS OF SLOPE PROTECTION ALONG PATH EMBANKMENT.

SPRINGS

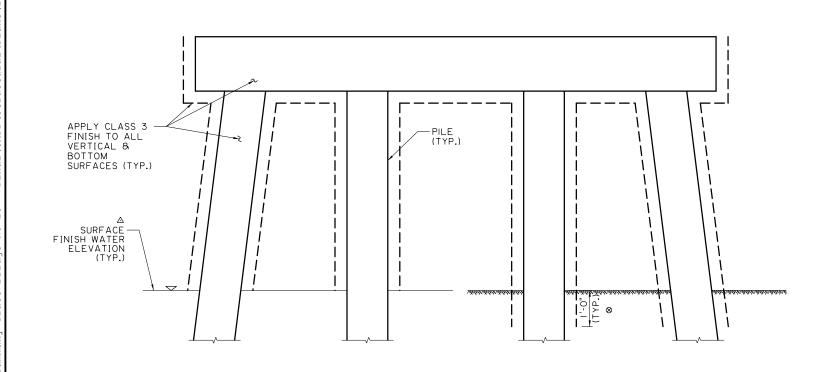
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CHECK
CHECK
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CHECK

SURFACE

-APPLY CLASS 3 FINISH TO VERTICAL AND TOP FACES OF ABUTMENT CAP, BACKWALL, AND WINGWALL -ABUTMENT CAP WINGWALL -(A) -

BACKWALL, ABUTMENT CAP, & WINGWALL ELEVATION DETAIL

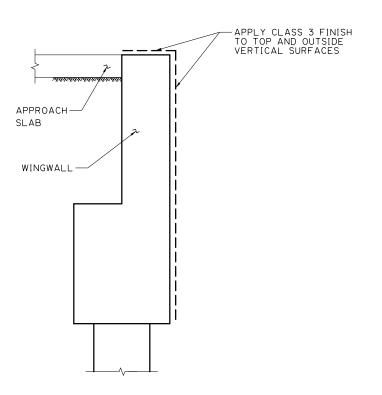


PILE BENT DETAIL N.T.S.

SUMMARY OF SURFACE FINISH QUANTITIES		
STRUCTURE COMPONENT	CLASS 3	
	(SQ. FT.)	LOCATION (STATIONS, BENT NOS., SPAN NOS., ETC.)
	(805-18-00200)	
STRUCTURE NAME: TAMMANY TRACE BRIDGE NO. 25		
BACKWALL	87	STA. 14+89.33, STA. 17+90.17
WINGWALL	53	STA. 14+77.58, STA. 18+02.42
ABUTMENT CAP	43	STA. 14+89.33, STA. 17+90.17
BENT CAP / PIER CAP	995	STA. 15+70.05, STA. 17+09.95
PILES	720	STA. 14+89.33, STA. 15+70.05, STA. 17+09.95, STA. 17+90.17
TOTAL	1898	

- ONFORM TO SECTION 805.08 CONCRETE SURFACE FINISHES OF THE 2016 LADOTD STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES.
- 2) APPLY FINISHES TO STRUCTURAL CONCRETE COMPONENTS IN ACCORDANCE WITH THE DETAILS ON THIS SHEET AND QUANTITIES SPECIFIED ON SHEET 2 OF 2.
- 3) DETAILS SHOWN ARE TYPICAL AND ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY, ACTUAL SURFACE SHAPES MAY VARY. REFER TO THE SUMMARY TABLES FOR REQUIRED LOCATION OF SURFACE FINISHES AND QUANTITIES.
- 4) THE TERM "VISIBLE" USED HEREIN IS TAKEN TO MEAN VISIBLE AFTER CONSTRUCTION IS COMPLETE, FINISHED GROUND LINES ARE IN PLACE, AND WITH RESPECT TO THE WATER SURFACE ELEVATION AT THE TIME
- ⊗ 5) EXTEND CLASS 3 FINISH TO MIN. I'-O" BELOW FINISHED GROUND LINE.
- THE "SURFACE FINISH WATER ELEVATION"

 SHALL BE TAKEN AS THE WATER SURFACE ELEVATION AT THE TIME OF THE CONCRETE SURFACE FINISH APPLICATION. EXTEND SURFACE FINISH TO THIS



SECTION A-A N.T.S.

