## **BID PROPOSAL**

# ST. TAMMANY PARISH GOVERNMENT



### **BID PACKAGE FOR**

### **SLIDELL LIBRARY PARKING LOT**

BID NO.: 21-26-2

AUGUST 24, 2021





### NOTICE TO BIDDERS

Sealed bids will be received by the Department of Procurement, until 2:00 p.m., Tuesday, October 5, 2021, and then opened and read publicly at that time by the Procurement Staff for the, following project:

Bid #21-26-2 – Slidell Library Parking Lot

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 Project Name and the Bid Number.

The project classification is:

Highway, Street & Bridge

This Bid package is available online at http://www.stpgov.org/ or at www.bidexpress.com.

It is the Vendor's responsibility to check the Parish website 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.

A mandatory pre-bid conference will be held at 10:00 am CST/CDT on Thursday, September 16 2021, on site at 555 Robert Blvd Slidell, LA 70458.

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

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### **Instructions to Bidders**

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

- 1. Bid security is required. Be sure that your bid includes such security as is necessary to meet Parish requirements and is properly signed. The bid must be fully completed. All applicable Louisiana license numbers must be affixed.
- 2. The Owner is the St. Tammany Parish Government (the "Parish").
- 3. The terms "he/his" and "it/its" may be used interchangeably.
- 4. The terms "Owner," the "Parish," and "St. Tammany Parish" may be used interchangeably.
- The successful Bidder understands the limited contract time in the contract is **One Hundred Twenty (120) calendar days**, and shall submit any request for an extension of time in accordance with the General and Supplementary Conditions. Said request will reflect the days requested and the reason for same. No extension request is guaranteed or absolute.
- 6. Bidder specifically understands that acknowledgment of the General Conditions is required. Bidder specifically understands that signature of receipt of the General Conditions is mandated. The Bidder's signature on the "Louisiana Uniform Public Work Bid Form" will serve as acknowledgment of the Bidder's receipt and understanding of the General Conditions as well as any Supplementary Conditions.
- 7. If any additional work is performed by the contractor without <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.
- The price quoted for the Work shall be stated in words and figures on the Bid Form, and in figures only on the Unit Price Form. The price in the Bid shall include all costs necessary for the complete performance of the Work in full conformity with the conditions of the Contract Documents, and shall include all applicable Federal, State, Parish, Municipal or other taxes. The price bid for the items listed on the Unit Price Form will include the cost of all related items not listed, but which are normally required to do the type of Work bid.
- 12. The Bid shall be signed by the Bidder. The information required on the Louisiana Uniform Public Work Bid Form must be provided. Evidence of agency, corporate, or partnership authority is required and shall be provided in conformance with LSA-R.S. 38:2212(B).
- 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.
- 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. 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.
- 22. 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.
- 23. 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.

- 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.
- 25. 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.
- 26. 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.
- 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 insure that bids are delivered in a timely fashion. Late bids, regardless of reason, will not be considered, and will be returned to bidder.
- 28. 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

29. Complete sets of Drawings, Specifications and Contract Documents may be secured at the Office of the Owner. See Notice to Bidders for deposit schedule and availability via electronic methods.

- 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.
- 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. 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.
- 32. At least three days prior to the execution of the Contract, the Contractor shall deliver to the Owner the required Bonds.
- 33. Failure of the successful Bidder to execute the Contract 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. Award may then be made to the next lowest responsible bidder.
- 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.
- 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.
- 36. 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.

- 37. 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.
- 38. 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.
- 39. 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.
- 40. 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.
- 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.

- 42. Contractor shall pay for cost of recording the Contract, Bond, and any change orders required to be recorded, as well as the cost of canceling any of the foregoing. 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.
- 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.
- 44. 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.
- 45. <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.
- 46. <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.
- 47. <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.
- 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*.

<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.

- 49. 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.
- 50. 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.
- 51. 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.
- 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 these times. 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).
- 53. 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.

- 54. The last day to submit questions and/or verification on comparable products will be no later than 2:00 pm CST, seven (7) working days prior to the opening date of the bid/proposal due date. Further, any questions or inquires must be submitted via fax to 985-898-5227, or via email to <a href="mailto-purchasing@stpgov.org">Purchasing@stpgov.org</a>. Any questions or inquiries received after the required deadline to submit questions or inquiries will not be answered.
- 55. 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.
- 56. 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).
- 57. If any part of the provisions contained herein and/or in the Specifications and Contract for the Work shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement or attachment, but it shall be construed as if such invalid, illegal, or unenforceable provision or part of a provision had never been contained herein.

### Summary of Work

### I. Work to Include:

The project consists of construction of a parking lot to provide additional parking at the Slidell Library. The work shall include clearing and grubbing of the existing wooded area for the new parking lot, adding a connection drive between the library and north boulevard, a new concrete parking lot wih 93 new parking spaces, parking lot lights, and landscaping.

### II. Location of Work:

Slidell Library 555 Robert Boulevard Slidell, LA 70458 Bid No. 21-26-2

III. Documents: Bid Documents dated August 24, 2021, and entitled:

Slidell Library Parking Lot

### 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).

### LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO:

St. Tammany Parish Government

BID FOR: Slidell Library Parking Lot

21454 Koop Dr., Suite 2F Mandeville, La 70471	A/E Project No. 20-2066 Bid No. 21-26-2		
(Owner to provide name and address of owner)	(Owner to provide name of project and other identifying information.)		
The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Meyer Engineers, Ltd. and dated: August 24, 2021.  (Owner to provide name of entity preparing bidding documents.)			
Bidders must acknowledge all addenda. The Bidder ack Designer has assigned to each of the addenda that the Bidder i	knowledges receipt of the following <b>ADDENDA</b> : (Enter the number the is acknowledging)		
TOTAL BASE BID: For all work required by the "Base Bid" * but not alternates) the sum of:	e Bidding Documents (including any and all unit prices designated		
	Dollars (\$)		
ALTERNATES: For any and all work required by the designated as alternates in the unit price description.  Alternate No. 1 (Owner to provide description of alternate and s	e Bidding Documents for Alternates including any and all unit prices		
	Dollars (\$)		
Alternate No. 2 (Owner to provide description of alternate and s	state whether add or deduct) for the lump sum of:		
N/A	Dollars (\$)		
Alternate No. 3 (Owner to provide description of alternate and s	state whether add or deduct) for the lump sum of:		
N/A	Dollars (\$)		
LOUISIANA CONTRACTOR'S LICENSE NUMBI NAME OF AUTHORIZED SIGNATORY OF BIDD TITLE OF AUTHORIZED SIGNATORY OF BIDD	DER:		
DATE:	F BIDDER **:		
THE FOLLOWING ITEMS ARE TO BE INC. UNIFORM 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.

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

STATE OF		
PARISH/COUNTY OF		
<b>BEFORE ME</b> , the und County), personally came and a		or the above stated State and Parish (or
-1 O C 4 h -i July	Print Name	
who, after first being duly swor	m, did depose and state:	

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

- 5. If affiant is executing this affidavit on behalf of a juridical entity such as a partnership, corporation, or LLC, etc., that no individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of a ten percent ownership in the bidding entity, has been convicted of, or has entered a plea of guilty or *nolo contendere* to any of the crimes or equivalent federal crimes listed in LSA-R.S. 38:2227(B).
- 6. If affiant is a sole proprietor, that neither affiant, nor his/her immediate family is a public servant of St. Tammany Parish Government or the Contract is not under the supervision or jurisdiction of the public servant's agency.
- 7. If affiant is executing this affidavit on behalf of a juridical entity such as a partnership, corporation, or LLC, etc., that no public servant of St. Tammany Parish Government, or his/her immediate family, either individually or collectively, has more than a 25% ownership interest in the entity seeking the Contract with St. Tammany Parish Government if the Contract will be under the supervision or jurisdiction of the public servant's agency.

	the entity seeking the Con	tract with St. Tammany Par
	if the Contract will be unde	er the supervision or jurisdict
	servant's agency.	
		Printed Name: _
		Title:
		Entity name:
THIS	, DAY OF	, 202
	Notary Public	
Print Nam	e:	
Notary I.D	)./Bar No.:	_
My comm	ission expires:	<del></del> 8
•	- ,	

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

STATE OF	·		
PARISH/C	OUNTY OF	<u> </u>	
BEF	ORE ME, the undersigned a	authority, in and for the above stated State and Parish (or	
County), per	rsonally came and appeared:		
	<u>-</u>		
		Print Name	
who, after fi	irst being duly sworn, did de	pose and state:	
1.	1. That affiant is appearing on behalf of		
	a private employer seeki	ng a bid or a contract with St. Tammany Parish	
	Government for the phys	sical performance of services within the State of	
	Louisiana.		
2.	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	e, 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 compli	iance with this law.	
		Printed Name:	
		Title:	
		Name of Entity:	
THUS SW	ORN TO AND SUBSCRIB	ED BEFORE ME,	
THIS	, DAY OF	, 202	
	Notary Public		
	e:		
•	/Bar No.:		



### **INSURANCE REQUIREMENTS\***

Construction Project: SLIDELL LIBRARY PARKING LOT

Project/Quote/Bid#: 21-26-2

### \*\*\*IMPORTANT - PLEASE READ\*\*\*

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

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

- A. The Provider shall secure and maintain at its expense such insurance that will protect it and St. Tammany Parish Government (the "Parish") from claims for bodily injury, death or property damage as well as from claims under the Workers' Compensation Acts that may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to the Parish and provide thirty (30) days prior notice of cancellation to the Parish, in writing, on all of the required coverage.
- B. All policies shall provide for and certificates of insurance shall indicate the following:
  - 1. <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>Deductibles/Self-Insured Retentions</u>: Any deductibles and/or self-insured retentions in the described insurance policies must be declared on the Certificate of Insurance, and are both assumed by and the sole risk of the Provider. The Parish will have the sole discretion to accept or reject deductibles and/or self-insured retentions exceeding \$100,000 as it deems appropriate. The Parish may require Provider to produce evidence of verifiable financial ability to satisfy its deductibles and/or self-insured retentions; however, the Parish assumes no liability or obligation resulting from its examination, acceptance, or rejection of information presented.
  - Project Reference: The project(s) and location(s) shall be referenced in the Comment or Description of
    Operations section of the Certificate of Insurance (Project ##-###, or Bid # if applicable, Type of Work,
    Location).
- C. Coverage must be issued by insurance companies authorized to do business in the State of Louisiana. Companies must have an A.M. Best rating of no less than A-, Category VII. St. Tammany Parish Risk Management Department may waive this requirement only for Workers Compensation coverage at their discretion.

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

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



- 1. Commercial General Liability\* insurance Occurrence Form with a Combined Single Limit for bodily injury and property damage of at least \$1,000,000 per Occurrence / \$2,000,000 General Aggregate and \$2,000,000 Products-Completed Operations. Contracts over \$1,000,000 may require higher limits. The insurance shall provide for and the certificate(s) of insurance shall indicate the following coverages:
  - a) Premises operations;
  - b) Broad form contractual liability;
  - c) Products and completed operations;
  - d) Personal/Advertising Injury;
  - e) Broad form property damage (for Projects involving work on Parish property);
  - f) Explosion, Collapse and Damage to underground property.
  - g) Additional Insured forms CG 2010 and CG 2037 in most current edition are required.



- 2. <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:

- 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
		2) continuous coverage must be provided to the Parish with the same retro date for 24 months following acceptance or termination of the Project by the Parish either by  a) continued renewal certificates OR  b) a 24 month Extended Reporting Period  *The Certificate must indicate whether the policy is written on an occurrence or claims-made basis and, if claims-made, the applicable retro date must be stated.
	6.	Marine Liability/Protection and Indemnity* insurance is required for any and all vessel and/or marine operations in the minimum limits of \$1,000,000 per occurrence / \$2,000,000 per project general aggregate. The coverage shall include, but is not limited to, the basic coverages found in the Commercial General Liability insurance and coverage for third party liability
		*Excess/Umbrella Liability insurance may be provided to meet the limit requirements for any Liability coverage. For example: if the General Liability requirement is \$3,000,000 per occurrence, but the policy is only \$1,000,000 per occurrence, then the excess policy should be at least \$2,000,000 per occurrence thereby providing a combined per occurrence limit of \$3,000,000.)
	7.	Owners Protective Liability (OPL) shall be furnished by the Contractor and shall provide coverage in the minimum amount of \$1,000,000 CSL each occurrence / \$1,000,000 aggregate. St. Tammany Parish Government, ATTN: Risk Management Department, P. O. Box 628, Covington, LA 70434 shall be the first named insured on the policy.
	8.	Builder's Risk Insurance written on an "all-risk" policy form shall be furnished by Contractor for 100% of the contract cost. 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 the first named insured 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. <a href="St. Tammany Parish Government">St. Tammany Parish Government</a> , ATTN: Risk Management Department, P. O. Box 628, Covington, LA 70434 shall be the first named insured on the policy.
D.	Pa ar iss tin	I policies of insurance shall meet the requirements of the Parish prior to the commencing of any work. The arish has the right, but not the duty, to approve all insurance coverages prior to commencement of work. If my of the required policies are or become unsatisfactory to the Parish as to form or substance; or if a company suing any policy is or becomes unsatisfactory to the Parish, the Provider shall promptly obtain a new policy, mely submit same to the Parish for approval, and submit a certificate thereof as provided above. The Parish grees 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

responsive and responsible insurance carrier all at the cost of Provider and thereafter deduct from Provider's fee the cost of such insurance.

- 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.
- 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: 985-898-2797 Fax: 985-898-3070

Email: riskman@stpgov.org

### **HOLD HARMLESS AGREEMENT**

Tammany Parish Government, its elected and appointed officials, departments, agencies, boards and commissions, its officers, agents servants, employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property to the extent caused by any act or omission of Contractor, its agents, servants, employees, and subcontractors, or any and all costs, expense and/or attorney fees incurred as a result of any claim, demands, and/or causes of action that results under the performance or non-performance of this contract.  (Contractor) agrees to investigate, handle, respond to, provide defense for and			
defend any such claims, demand, or suit, as described in the bear all other costs and expenses related thereto, even if it	he paragraph above, at its sole expense and agrees to t (claims, etc.) is groundless, false or fraudulent.		
SIGNED, this day of, 20			
WITNESSES:			
	(Name of Contractor)		
Print Name:	BY:(Signature of Authorized Officer)		
	Print Name: :		
Print Name:	Title:		
STATE OF			
PARISH/COUNTY OF			
SWORN TO and subscribed before me, Notary, on this _	day of, 20		
	NOTARY PUBLIC		
	My Commission Expires:		
Please complete the following:			
Claims contact for this project will be:			
(Print name and title of Contact Person)			
Address			
Email address			
Telephone# Cell #	Fax #		

### **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

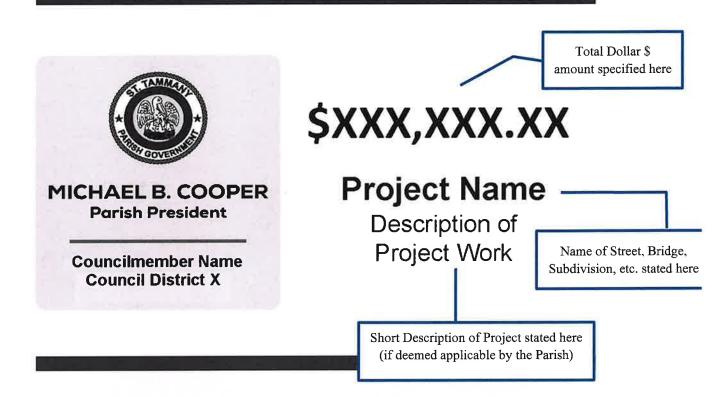
- a. The printed project sign(s) shall be 3/8" primed Medium Density Overlay (MDO) **OR** 3 millimeter corrugated plastic secured to exterior plywood (4' x 4').
- b. Contractor shall not use previously provided templates and/or fonts.

### 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**



MICHAEL B. COOPER
Parish President

RYKERT O. TOLEDANO, JR Council District 5 \$514,444.40

Dove Park
Subdivision Drainage

Drainage Improvements along Swallow St., Sparrow St., Partridge St. and Egret St.

# General Conditions for St. Tammany Parish Government

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

All bidders/contractors are presumed to have read and understood the entire document.

Some information contained in these conditions may not be applicable to all projects.

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### 01.00 DEFINITIONS OF TERMS

- Whenever used in these General Conditions or in other Contract Documents, the following terms shall have the meanings indicated, and these shall be applicable to both the singular and plural thereof.
- 01.01 <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 A.C.I American Concrete Institute. When A.C.I. is referred to in these Specifications it takes the meaning of the specification for materials and methods of testing specified by this institute and the specification stated is considered to be a part of the Specifications as if written herein in full.
- 01.03 Addenda Written or graphic instruments issued prior to the opening of bids which clarify, correct, modify or change the bidding or Contract Documents.
- 01.04 <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 Application for Payment The form furnished by the Owner which is to be used by the Contractor in requesting incremental (progress) payments and which is to include information required by Section 28.01 and an affidavit of the Contractor. The affidavit shall stipulate that progress payments theretofore received from the Owner on account of the Work have been applied by Contractor to discharge in full of all Contractor's obligations reflected in prior applications for payment.
- 01.07 <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 Bidder 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 Contract Documents The Agreement, Addenda, Contractor's Bid and any documentation accompanying or post-bid documentation when attached as an exhibit, the Bonds, these General Conditions, the Advertisement for Bid, Notice to Contractor, all supplementary conditions, the Specifications, the Drawings, together with all Modifications issued after the execution of the Agreement.
- 01.13 Contract Price The total monies payable to the Contractor under the Contract Documents.
- 01.14 <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 provider with whom the Owner has executed the Agreement.
- 01.16 <u>Defective Work</u> 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.
- O1.17 <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.
- Modification (a) A written amendment of the Contract Documents signed by both parties,
  (b) A Change Order, (c) A written clarification or interpretation issued by the Owner or his agent. Modification may only be issued after execution of the Agreement.
- 01.20 Notice of Award The written notice by Owner to the lowest responsible Bidder stating that upon compliance of the conditions enumerated in the Notice of Award, or enumerated in the Bid documents, the Owner will deliver the Contract Documents for signature. The time for the delivery of the Contract Documents can be extended in conformance with Louisiana Law.
- 01.21 <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 Notice to Proceed A written notice given by the Owner fixing the date on which the Contract Time will commence, and on which date the Contractor shall start to perform his obligation under the Contract Documents. Upon mutual consent by both parties, the Notice to Proceed may be extended.

- Once Other 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).
- 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.
- O2.09 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).
- O2.14 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.
- O2.15 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.
- O2.21 Sealed Proposals (Bid) shall be received by St. Tammany Parish Government at the office of St. Tammany Parish Government, Department of Procurement, 21454 Koop Drive, Suite 2-F, Mandeville, LA 70471, until the time and date denoted in Notice to Bidders, at which time and place the Proposals (Bids), shall be publicly opened and read aloud to those present. In accordance with LSA-R.S. 38-2212(A)(3)(c)(i), the designer's final estimated cost of construction shall be read aloud upon opening bids. Sealed Proposals (Bids) may also be mailed by certified mail to St. Tammany Parish Government, Department of Procurement, 21454 Koop Drive, Suite 2-F, Mandeville, LA 70471, and must be received before the bid opening. Bids may also be submitted electronically. Information concerning links for electronic bidding is contained in the Notice to Bidders.

02.22 Proposals (Bids) shall be executed on Forms furnished and placed in a sealed envelope, marked plainly and prominently as indicated in the Notice to Bidders, and these General Conditions, and addressed:

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

- 02.23 Complete sets of Drawings, Specifications, and Contract Documents may be secured at the Office of the Owner. See Notice to Bidders for deposit schedule.
- 02.24 The successful bidder shall be required to post in each direction a public information sign, 4' x 8' in size, at the location of the project containing information required by the Owner. The Owner shall supply this information.
- 03.00 AWARD, EXECUTION OF DOCUMENTS, BONDS, ETC.
- 03.01 The award of the Contract, if it is awarded, will be to the lowest responsible Bidder, in accordance with State Law. No award will be made until the Owner has concluded such investigations as it deems necessary to establish the responsibility, qualifications and financial ability and stability of the Bidder to do the Work in accordance with the Contract Documents to the satisfaction of the Owner within the time prescribed as established by the Department based upon the amount of work to be performed and the conditions of same. The written contract and bond shall be issued in conformance with LSA-R.S. 38:2216. The Owner reserves the right to reject the Bid of any Bidder in accordance with the Public Bid Law, LSA-R.S. 38:2214. If the Contract is awarded, the Owner shall give the successful Bidder written notice of the award within forty-five (45) calendar days after the opening of the Bids in conformance with LSA-R.S. 38:2215(A), or any extension as authorized thereunder.
- 03.02 At least three counterparts of the Agreement and of such other Contract Documents as practicable shall be signed by the Owner and the Contractor. The Owner shall identify those portions of the Contract Documents not so signed and such identification shall be binding on both parties. The Owner and the Contractor shall each receive an executed counterpart of the Contract Documents.
- 03.03 Prior to the execution of the Agreement, the Contractor shall deliver to the Owner the required Bonds.
- 03.04 Failure of the successful Bidder to execute the Agreement and deliver the required Bonds within twenty (20) days of the Notice of the Award shall be just cause for the Owner to annul the award and declare the Bid and any guarantee thereof forfeited.
- 03.05 In order to ensure the faithful performance of each and every condition, stipulation and requirement of the Contract and to indemnify and save harmless the Owner from any and all damages, either directly or indirectly arising out of any failure to perform same, the successful Bidder to whom the Contract is awarded shall furnish a surety Bond in an amount of at least equal to one hundred percent (100%) of the Contract Price. The Contract

shall not be in force or binding upon the Owner until such satisfactory Bond has been provided to and approved by the Parish. The cost of the Bond shall be paid for by the Contractor unless otherwise stipulated in the Special Provisions.

- 03.06 No surety Company will be accepted as a bondsman who has no permanent agent or representative in the State upon whom notices referred to in the General Conditions of these Specifications may be served. Services of said notice on said agent or representative in the State shall be equal to service of notice on the President of the Surety Company, or such other officer as may be concerned.
- 03.07 In conformance with LSA-R.S. 38:2219(A)(1)(a), (b), and (c):

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

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

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

- 03.08 Should the Contractor's Surety, even though approved and accepted by the Owner, subsequently remove its agency or representative from the State or become insolvent, bankrupt, or otherwise fail, the Contractor shall immediately furnish a new Bond in another company approved by the Owner, at no cost to the Owner. The new Bond shall be executed under the same terms and conditions as the original Bond. The new bond shall be submitted within thirty (30) days of such time as the Owner notifies Contractor or from the time Contractor learns or has reason to know that the original surety is no longer financially viable or acceptable to the Parish, whichever occurs first. In the event that Contractor fails or refuses to timely secure additional surety, then the Owner may secure such surety and thereafter deduct such cost or expense from any sum due or to become due Contractor.
- 03.09 The Contractor's bondsman shall obligate itself to all the terms and covenants of these Specifications and of contracts covering the Work executed hereunder. The Owner reserves

the right to do Extra Work or make changes by altering, adding to deducting from the Work under the conditions and in the manner herein before described without notice to the Contractor's surety and without in any manner affecting the liability of bondsman or releasing it from any of its obligations hereunder.

- 03.10 The Bond shall also secure for the Owner the faithful performance of the Contract in strict accordance with plans and Specifications. It shall protect the Owner against all lien laws of the State and shall provide for payment of reasonable attorney fees for enforcement of Contract and institution or concursus proceedings, if such proceedings become necessary. Likewise, it shall provide for all additional expenses of the Owner occurring through failure of the Contractor to perform.
- 03.11 The surety of the Contractor shall be and does hereby declare and acknowledge itself by acceptance to be bound to the Owner as a guarantor, jointly and in solido, with the Contractor, for fulfillment of terms of Section 03.00.
- 03.12 The performance Bond and Labor and Material Bond forming part of this Contract shall be continued by Contractor and its Surety for a period of one (1) year from date of acceptance of this Contract by Owner to assure prompt removal and replacement of all defective material, equipment, components thereof, workmanship, etc., and to assure payment of any damage to property of Owner or others as a result of such defective materials, equipment, workmanship, etc.
- 03.13 Contractor shall pay for the cost of recording the Contract and Bond and the cost of canceling same. Contractor shall also secure and pay for all Clear Lien and Privilege Certificates (together with any updates) which will be required before any final payment is made, and that may be required before any payment, at the request of the Owner, its representative, agent, architect, engineer and the like. All recordation and Clear Lien and Privilege Certificate requirements shall be in accordance with those requirements noted herein before in contract Specifications.

#### 04.00 SUBCONTRACTS

- 04.01 Contractor shall be fully responsible for all acts and omissions of its Subcontractors and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of persons directly employed by it. Nothing in the Contract Documents shall create any contractual relationship between Owner and any Subcontractor or other person or organization having a direct Contract with Contractor, nor shall it create any obligation on the part of the Owner to pay or to see to the payment of any monies due any Subcontractor.
- 04.02 Nothing in the Contract Documents shall be construed to control the Contractor in dividing the Work among approved Subcontractors or delineating the Work to be performed by any trade.
- 04.03 The Contractor agrees to specifically bind every Subcontractor to all of the applicable terms and conditions of the Contract Documents prior to commencing Work. Every Subcontractor, by undertaking to perform any of the Work, shall thereby automatically be deemed bound by such terms and conditions.

04.04 The Contractor shall indemnify and hold harmless the Owner and their agents and employees from and against all claims, damages, losses and expenses including Attorney's fees arising out of or resulting from the Contractor's failure to bind every Subcontractor and Contractor's surety to all of the applicable terms and conditions of the Contract Documents.

# 05.00 ASSIGNMENT

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

# 06.00 CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS.

- 06.01 It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between Owner and Contractor. Alterations, modifications and amendments shall only be in writing between these parties.
- 06.02 The Contract Documents are intended to be complimentary and to be read in pari materii, and what is called for by one is as binding as if called for by all. If Contractor finds a conflict, error or discrepancy in the Contract Documents, it shall call it to the Owner's attention, in writing, at once and before proceeding with the Work affected thereby; however, it shall be liable to Owner for its failure to discover any conflict, error or discrepancy in the Specifications or Drawings. In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order: Agreement, Modifications, Addenda, Special Conditions, General Conditions, Construction Specifications and Drawings. The general notes on the plans shall be considered special provisions. Figure dimensions on Drawings shall govern over scale dimensions and detail Drawings shall govern over general Drawings. Where sewer connections are shown to fall on a lot line between two lots, the Contractor shall determine this location by measurement not by scale. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described herein which so applied to this Project are covered by a well-known technical meaning or specification shall be deemed to be governed by such recognized standards unless specifically excluded.
- 06.03 Unless otherwise provided in the Contract Documents, the Owner will furnish to the Contractor (free of charge not to exceed ten (10) copies) Drawings and Specifications for the execution of Work. The Drawings and Specifications are the property of the Owner and are to be returned to it when the purpose for which they are intended have been served. The Contractor shall keep one copy of all Drawings and Specifications, including revisions, Addenda, details, Shop Drawings, etc. on the Work in good order and available to the Owner or the regulatory agency of the governmental body having jurisdiction in the area of the Work.

#### 07.00 SHOP DRAWINGS, BROCHURES AND SAMPLES

- 07.01 After checking and verifying all field measurements, Contractor shall submit to Owner for approval, five copies (or at Owner's option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of Contractor and identified as Owner may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable Owner to review the information as required.
- 07.02 Contractor shall also submit to Owner, for review with such promptness as to cause no delay in Work, all samples as required by the Contract Documents. All samples will have been checked by and stamped with the approval of Contractor identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended. At the time of each submission, Contractor shall in writing call Owner's attention to any deviations that the Shop Drawings or samples may have from the requirements of the Contract Documents.
- 07.03 Owner will review with reasonable promptness Shop Drawings and samples, but its review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make any corrections required by Owner and shall return the required number of corrected copies of Shop Drawings and resubmit new samples for review. Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by Owner on previous submissions. Contractor's stamp of approval on any Shop Drawing or sample shall constitute a representation to Owner that Contractor has determined and verified all quantities, dimensions, field construction criteria, materials catalog numbers and similar data and thereafter assumes full responsibility for doing so, and that it has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents.
- 07.04 Where a Shop Drawing or sample submission is required by the Specifications, no related Work shall be commenced until the submission has been reviewed by Owner. A copy of each reviewed shop Drawing and each inspected sample shall be kept in good order by Contractor at the site and shall be available to Owner.
- 07.05 Owner's review of Shop Drawings or samples shall not relieve Contractor from its responsibility for any deviations from the requirements of the Contract Documents unless Contractor has in writing called Owner's attention to such deviation at the time of submission and Owner has given written approval to the specific deviation, nor shall any review by Owner relieve Contractor from responsibility for errors or omissions in the Shop Drawings. The mere submittal of shop drawings which contain deviations from the requirements of plans, specifications and/or previous submittals in itself does not satisfy this requirement.

# 08.00 RECORD DRAWINGS

08.01 The Contractor shall keep an accurate record in a manner approved by the Owner of all changes in the Contract Documents during construction. In Work concerning underground

- utilities, the Contractor shall keep an accurate record in a manner approved by the Owner of all valves, fittings, etc. Before the Work is accepted by the Owner, and said acceptance is recorded, the Contractor shall furnish the Owner a copy of this record.
- 08.02 Contractor shall keep an accurate drawing measured in the field to the nearest 0.1' of the location of all sewer house connections. The location shown shall be the end of the connection at the property line measured along the main line of pipe from a manhole.
- 08.03 Contractor shall keep an accurate drawing of the storm water drainage collection system. Inverts to the nearest 0.01' and top of castings shall be shown as well as location of all structures to the nearest 0.1'. Upon completion of the Work, the plan will be given to the Owner.

#### 09.00 PROGRESS OF WORK

- 09.01 Contractor shall conduct the Work in such a professional manner and with sufficient materials, equipment and labor as is considered necessary to ensure its completion within the time limit specified.
- 09.02 The Owner shall issue a Notice to Proceed to the Contractor within twenty (20) calendar days from the date of execution of the Contract. Upon mutual consent by both parties, the Notice to Proceed may be extended. The Contractor is to commence Work under the Contract within ten (10) calendar days from the date the Notice to Proceed is issued by the Owner.
- 09.03 The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's approval an estimated progress schedule for the work to be performed, as well as a construction signing layout for all roads within the project area. The Contractor shall not start work or request partial payment until the work schedule has been submitted to the Owner for approval.
- 09.04 Revisions to the original schedule will be made based on extension of days granted for inclement weather or change orders issued under the contract. No other revision shall be made which affects the original completion or updated completion date, whichever is applicable.
- 09.05 Failure of the Contractor to submit an estimated progress schedule or to complete timely and on schedule the Work shown on the progress schedule negates any and all causes or claims by the Contractor for accelerated completion damages. These accelerated damage claims shall be deemed forfeited.
- 09.06 Meetings will be held as often as necessary to expedite the progress of the job. Meetings will be held during normal working hours at the jobsite and shall be mandatory for the Contractor and all Sub-Contractors working on the project. Meetings may be requested by the Owner at any time and at the discretion of the Owner.

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

- 10.01 Upon failure of the Contractor to comply with any notice given in accordance with the provisions hereof, the Owner shall have the alternative right, instead of assuming charge of the entire Work, to place additional forces, tools, equipment and materials on parts of the Work. The cost incurred by the Owner in carrying on such parts of the Work shall be payable by the Contractor. Such Work shall be deemed to be carried on by the Owner on account of the Contractor. The Owner may retain all amounts of the cost of such Work from any sum due Contractor or those funds that may become due to Contractor under this Agreement.
- 10.02 Owner may perform additional Work related to the Project by itself or it may let any other direct contract which may contain similar General Conditions. Contractor shall afford the other contractors who are parties to such different contracts (or Owner, if it is performing the additional Work itself) reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work, and shall properly connect and coordinate its Work with the subsequent work.
- 10.03 If any part of Contractor's Work depends upon proper execution or results upon the Work of any such other contractor (or Owner), Contractor shall inspect and promptly report to Owner in writing any defects or deficiencies in such Work that render it unsuitable for such proper execution and results. Failure to so report shall constitute an acceptance of the other Work as fit and proper for the relationship of its Work except as to defects and deficiencies which may appear in the other Work after the execution of its Work.
- 10.04 Whatever Work is being done by the Owner, other Contractors or by this Contractor, the parties shall respect the various interests of the other parties at all times. The Owner may, at its sole discretion, establish additional rules and regulations concerning such orderly respect of the rights of various interests.
- 10.05 Contractor shall do all cutting, fitting and patching of its Work that may be required to integrate its several parts properly and fit to receive or be received by such other Work. Contractor shall not endanger any Work of others by cutting, excavating or otherwise altering Work and will only alter Work with the written consent of Owner and of the other contractors whose Work will be affected.
- 10.06 If the performance of additional Work by other contractors or Owner is not noted in the Contract Documents, written notice thereof shall be given to Contractor prior to starting any such additional Work. If Contractor believes that the performance of such additional Work by Owner or others may cause additional expense or entitles an extension of the Contract Time, the Contractor may make a claim therefor. The claim must be in writing to the Owner within thirty (30) calendar days of receipt of notice from the Owner of the planned additional Work by others.

# 11.00 TIME OF COMPLETION

- 11.01 The Notice to Proceed will stipulate the date on which the Contractor shall begin work. That date shall be the beginning of the Contract Time charges.
- 11.02 Contractor shall notify the Owner through its duly authorized representative, in advance, of where Contractor's work shall commence each day. A daily log shall be maintained by

Contractor to establish dates, times, persons contacted, and location of work. Specific notice shall be made to the Owner if the Contractor plans to work on Saturday, Sunday, or a Parish approved holiday. If notice is not received, no consideration will be given for inclement weather and same shall be considered a valid work day.

- 11.03 The Work covered by the Plans, Specifications and Contract Documents must be completed sufficiently for acceptance within the number of calendar days specified in the Proposal and/or the Contract, commencing from the date specified in the Notice to Proceed. It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the time of completion is an essential condition of this Contract, and it is further mutually understood and agreed that if the Contractor shall neglect, fail or refuse to complete the Work within the time specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as partial consideration for the awarding of this Contract, to pay the Owner \$500.00 per day as specified in the Contract, not as a penalty, but as liquidated damages for such breach of contract for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the Work. It is specifically understood that the Owner shall also be entitled to receive a reasonable attorney fee and all costs in the event that Contractor fails to adhere to this agreement and this contract is referred to counsel for any reason whatsoever. Reasonable attorney fees shall be the prevailing hourly rate of the private sector, and in no event shall the hourly rate be less than \$175.00 per hour. All attorney fees shall be paid to the operating budget of the Office of the Parish President.
- 11.04 Prior to final payment, the Contractor may, in writing to the Owner, certify that the entire Project is substantially complete and request that the Owner or its agent issue a certificate of Substantial Completion. See Section 29.00.
- 11.05 The Owner may grant an extension(s) of time to the Contractor for unusual circumstances which are beyond the control of the Contractor and could not reasonably be foreseen by the Contractor prior to Bidding. Any such request must be made in writing to the Owner within seven (7) calendar days following the event occasioning the delay. The Owner shall have the exclusive and unilateral authority to determine, grant, and/or deny the validity of any such claim.
- 11.06 Extensions of time for inclement weather shall be processed as follows:

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

1. Should the Contractor prepare to begin work on any day in which inclement weather, or the conditions resulting from the weather, prevent work from beginning at the usual starting time, and the crew is dismissed as a result, the Contractor will not be charged for a working day whether or not conditions change during the day and the rest of the day becomes suitable for work.

- 2. If weather conditions on the previous day prevent Contractor from performing work scheduled, provided that no other work can be performed on any project within the package. The Parish Inspector shall determine if it is financially reasonable to require the Contractor to deviate from the schedule and relocate to another location.
- 3. If the Contractor is unable to work at least 60% of the normal work day due to inclement weather, provided that a normal working force is engaged on the job.

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

# 11.07 Extensions of time for change orders

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

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

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

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

#### 12.00 LIQUIDATED DAMAGES

12.01 In case the Work is not completed in every respect within the time that may be extended, it is understood and agreed that per diem deductions of the sum of \$500.00 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 vendor, 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 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 seven working days prior to the opening of bids. Within three days, exclusive of holidays and weekends, after such submission, the prime design professional shall furnish to both the public entity and the potential supplier written approval or denial of the product submitted. The burden of proof of the equality of the proposed substitute is upon the proposer and only that information formally submitted shall be used by the Designer in making its decision.

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

# 14.00 QUANTITIES OF ESTIMATE, CHANGES IN QUANTITIES, EXTRA WORK

- 14.01 Whenever the estimated quantities of Work to be done and materials to be furnished under this Contract are shown in any of the documents, including the Proposal, such are given for use in comparing Bids and the right is especially reserved, except as herein otherwise specifically limited, to increase or diminish same not to exceed twenty-five percent (25%) by the Owner to complete the Work contemplated by this Contract. Such increase or diminution shall in no way vitiate this Contract, nor shall such increase or diminution give cause for claims or liability for damages.
- 14.02 The Owner shall have the right to make alterations in the line, grade, plans, form or dimensions of the Work herein contemplated, provided such alterations do not change the total cost of the Project, based on the originally estimated quantities, and the unit prices bid by more than twenty-five percent (25%) and provided further that such alterations do not change the total cost of any major item, based on the originally estimated quantities and the unit price bid by more than twenty-five (25%). (A major item shall be construed to be any item, the total cost of which is equal to or greater than ten percent (10%) of the total Contract Price, computed on the basis of the Proposal quantity and the Contract unity price). Should it become necessary, for the best interest of the Owner, to make changes in excess of that herein specified, the same shall be covered by supplemental agreement either before or after the commencement of the Work and without notice to the sureties. If such alterations diminish the quantity of Work to be done, such shall not constitute a claim for damages for anticipated profits for the Work dispensed with, but when the reduction in amount is a material part of the Work contemplated, the Contractor shall be entitled to only reasonable compensation as determined by the Owner for overhead and equipment charges which it may have incurred in expectation of the quantity of Work originally estimated, unless specifically otherwise provided herein; if the alterations increase the amount of Work, the increase shall be paid according to the quantity of Work actually done and at the price established for such Work under this Contract except where, in the opinion of the Owner, the Contractor is clearly entitled to extra compensation.
- 14.03 Without invalidating the Contract, the Owner may order Extra Work or make changes by altering, adding to, or deducting from the Work, the Contract sum being adjusted accordingly. The consent of the surety must first be obtained when necessary or desirable, all at the exclusive discretion of the Owner. All the Work of the kind bid upon shall be paid for at the price stipulated in the Proposal, and no claims for any Extra Work or material shall be allowed unless the Work is ordered in writing by the Owner.
- 14.04 Extra Work for which there is no price or quantity included in the Contract shall be paid for at a unit price or lump sum to be agreed upon in advance in writing by the Owner and Contractor. Where such price and sum cannot be agreed upon by both parties, or where this method of payment is impracticable, the Owner may, at its exclusive and unilateral discretion, order the Contractor to do such Work on a Force Account Basis.
- 14.05 In computing the price of Extra Work on a Force Account Basis, the Contractor shall be paid for all foremen and labor actually engaged on the specific Work at the current local rate of wage for each and every hour that said foremen and labor are engaged in such Work,

plus ten percent (10%) of the total for superintendence, use of tools, overhead, direct & indirect costs/expenses, pro-rata applicable payroll taxes, pro-rata applicable workman compensation benefits, pro-rata insurance premiums and pro-rata reasonable profit. The Contractor shall furnish satisfactory evidence of the rate or rates of such insurance and tax. The Contractor will not be able to collect any contribution to any retirement plans or programs.

- 14.06 For all material used, the Contractor shall receive the actual cost of such material delivered at the site of the Work, as shown by original receipted bill, to which shall be added five percent (5%). There will be absolutely no additional surcharges or additional fees attached hereto with respect to this subsection.
- 14.07 For any equipment used that is owned by the Contractor, the Contractor shall be allowed a rental based upon the latest prevailing rental price, but not to exceed a rental price as determined by the Associated Equipment Distributors (A.E.D. Green Book).
- 14.08 The Contractor shall also be paid the actual costs of transportation for any equipment which it owns and which it has to transport to the Project for the Extra Work. There will be absolutely no additional surcharges or additional fees attached hereto with respect to this subsection.
- 14.09 If the Contractor is required to rent equipment for Extra Work, but not required for Contract items, it will be paid the actual cost of rental and transportation of such equipment to which no percent shall be added. The basis upon which rental cost are to be charged shall be agreed upon in writing before the Work is started. Actual rental and transportation costs shall be obtained from receipted invoices and freight bills.
- 14.10 No compensation for expenses, fees or costs incurred in executing Extra Work, other than herein specifically mentioned herein above, will be allowed.
- 14.11 A record of Extra Work on Force Account basis shall be submitted to the Owner on the day following the execution of the Work, and no less than three copies of such record shall be made on suitable forms and signed by both the Owner or his representative on the Project and the Contractor. All bids for materials used on extra Work shall be submitted to the Owner by the Contractor upon certified statements to which will be attached original bills covering the costs of such materials.
- 14.12 Payment for Extra Work of any kind will not be allowed unless the same has been ordered in writing by the Owner.
- 15.00 STATUS OF THE ENGINEER (NOT APPLICABLE)
- 16.00 INJURIES TO PERSONS AND PROPERTY
- 16.01 The Contractor shall be held solely and exclusively responsible for all injuries to persons and for all damages to the property of the Owner or others caused by or resulting from the negligence of itself, its employees or its agents, during the progress of or in connection with the Work, whether within the limits of the Work or elsewhere under the Contract proper or as Extra Work. This requirement will apply continuously and not be limited to

normal working hours or days. The Owner's construction review is for the purpose of checking the Work product produced and does not include review of the methods employed by the Contractor or to the Contractor's compliance with safety measures of any nature whatsoever. The Contractor agrees to pay a reasonable attorney fee and other reasonable attendant costs of the Owner in the event it becomes necessary for the Owner to employ an attorney to enforce this section or to protect itself against suit over the Contractor's responsibilities. Attorney fees shall be at the prevailing hourly rate of the private sector. The attorney fee hourly rate shall not be less than \$175.00 per hour. All attorney fees collected shall be paid to the operating budget of the Office of the Parish President.

- 16.02 The Contractor must protect and support all utility infrastructures or other properties which are liable to be damaged during the execution of its Work. It shall take all reasonable and proper precautions to protect persons, animals and vehicles or the public from the injury, and wherever necessary, shall erect and maintain a fence or railing around any excavation, and place a sufficient number of lights about the Work and keep same burning from twilight until sunrise, and shall employ one or more watchmen as an additional security whenever needed. The Contractor understands and agrees that the Owner may request that security be placed on the premises to ensure and secure same. The Owner shall exclusive authority to request placement of such security. Contractor agrees to retain and place security as requested, all at the sole expense of Contractor. Additional security shall not be considered a change order or reason for additional payment by the Owner. The Contractor must, as far as practicable and consistent with good construction, permit access to private and public property and leave fire hydrants, catch basins, streets, etc., free from encumbrances. The Contractor must restore at its own expense all injured or damaged property caused by any negligent act of omission or commission on its part or on the part of its employees or subcontractors, including, but not limited to, sidewalks, curbing, sodding, pipes conduits, sewers, buildings, fences, bridges, retaining walls, tanks, power lines, levees or any other building or property whatsoever to a like condition as existed prior to such damage or injury.
- 16.03 In case of failure on the part of the Contractor to restore such property or make good such damage, the Owner may upon forty-eight (48) hours' notice proceed to repair or otherwise restore such property as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due under its Contract.
- 16.04 Contractor agrees to protect, defend, indemnify, save, and hold harmless St. Tammany Parish Government, its elected and appointed officials, departments, agencies, boards and commissions, their officers, agents servants, employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property to the extent caused by any negligent act or omission or willful misconduct of Contractor, its agents, servants, employees, and subcontractors, or any and all costs, expense and/or attorney fees incurred by St. Tammany Parish Government as a result of any claim, demands, and/or causes of action that results from the negligent performance or non-performance by Contractor, its agents, servants, employees, and subcontractors of this contract. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto caused by any negligent act or omission or willful misconduct of Contractor, its agents, servants, employees, and subcontractors.

- 16.05 As to any and all claims against Owner, its agents, assigns, representatives or employees by any employee of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts as may be liable, the indemnification obligation under Paragraph 16.04 shall not be limited in any way or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.
- 16.06 No road shall be closed by the Contractor to the public except by written permission of the Owner. If so closed, the Contractor shall maintain traffic over, through and around the Work included in his Contract, with the maximum practical convenience, for the full twenty-four hours of each day of the Contract, whether or not Work has ceased temporarily. The Contractor shall notify the Owner at the earliest possible date after the Contract has been executed and, in any case, before commencement of any construction that might in any way inconvenience or endanger traffic, in order that necessary and suitable arrangements may be determined. Any and all security, maintenance, labor or costs associated with traffic control herein shall be at the sole expense of Contractor. This expense shall 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

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

- 19.02 The Contractor shall not remove, cut or destroy trees, shrubs, plants, or grass that are to remain in the streets or those which are privately owned, without the proper authority. Unless otherwise provided in the Special Provisions or the Proposal, the Contractor shall replace and replant all plants, shrubs, grass and restore the grounds back to its original good condition to the satisfaction of the Owner and/or the property owner. The Contractor shall assume the responsibility of replanting and guarantees that plants, shrubs, grass will be watered, fertilized and cultivated until they are in a growing condition. No direct payment will be made for removing and replanting of trees, shrubs, plants or grass unless such items are set forth in the Proposal.
- 19.03 When or where direct damage or injury is done to public or private property by or on account of any negligent act, omission, neglect or otherwise of the Contractor, it shall make good such damage or injury in an acceptable manner.

#### 20.00 CONTRACTORS RESPONSIBILITY FOR WORK

- 20.01 Until final acceptance of the Work by the Owner as evidence by approval of the final estimate, the Work shall be in the custody and under the charge and care of the Contractor and it shall take every necessary precaution against injury or damage to any part thereof by the action of the elements or from the non-execution of the Work; unless otherwise provided for elsewhere in the Specifications or Contract. The Contractor shall rebuild, repair, restore and make good, without extra compensation, all injuries or damages to any portion of the Work occasioned by any of the above causes before its completion and acceptance, and shall bear the expenses thereof. In case of suspension of the Work from any cause whatever, the Contractor shall be responsible for all materials and shall properly and securely store same, and if necessary, shall provide suitable shelter from damage and shall erect temporary structures where necessary. If in the exclusive discretion of the Owner, any Work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of its Subcontractors to so protect the Work, such materials shall be removed and replaced at the sole expense of the Contractor. Such amount shall be deducted from any sum due or to be due Contractor.
- 20.02 The Contractor shall give all notice and comply with all Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the Work, and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the Work, and shall indemnify and hold harmless the Owner against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decree, whether by itself, its employees or Subcontractors.

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

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

- 21.02 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by some public body, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish Owner the required certificates of inspection, testing or approval. All other inspections, tests and approval required by the Contract Documents shall be performed by organizations acceptable to Owner and Contractor and the costs thereof shall be borne by the Contractor unless otherwise specified.
- 21.03 Contractor shall give Owner timely notice of readiness of the Work for all inspections, tests or approvals. If any such Work required to be inspected, tested or approved is covered without written approval of Owner, it must, if requested by Owner, be uncovered for observation, and such uncovering shall be at Contractor's expense unless Contractor has given Owner timely notice of its intention to cover such Work and Owner has not acted with reasonable promptness in response to such notice.
- 21.04 Neither observations by Owner nor inspections, tests or approvals shall relieve Contractor from its obligations to perform the Work in accordance with the requirements of the Contract Document.
- 21.05 Owner and its representatives will at reasonable times have access to the Work. Contractor shall provide proper and safe facilities for such access and observation of the Work and also for any inspection or testing thereof by others.
- 21.06 If any Work is covered contrary to the written request of Owner, it must, be uncovered for Owner's observation and replaced at Contractor's expense. If any Work has been covered which Owner has not specifically requested to observe prior to its being covered, or if Owner considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at Owner's request, shall uncover, expose or otherwise make available for observations, inspections or testing as Owner may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is Defective, Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be Defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.
- 21.07 If the Work is Defective, or Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor fails to make prompt payments to Subcontractors or for labor, materials or equipment, Owner may order Contractor to stop the Work, or any portion thereof, until the cause of such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor or any other party.
- 21.08 Prior to approval of final payment, Contractor shall promptly, without cost to Owner and as specified by Owner, either correct any Defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not correct such Defective Work

or remove and replace such rejected Work within a reasonable time, all as specified in a written notice from Owner, Owner may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement including compensation for additional professional services shall be paid by Contractor, and an appropriate deductive Change Order shall be issued. Contractor shall also bear the expense of making good all Work of others destroyed or damaged by its correction, removal or replacement of its Defective Work.

- 21.09 If, after the approval of final payment and prior to the expiration of one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be Defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such Defective Work or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, Owner may have the Defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by Contractor. The Contractor agrees to pay a reasonable attorney fee and other reasonable attendant costs of the Owner in the event it becomes necessary for the Owner to employ an attorney to enforce this section or to protect itself against suit over the Contractor's responsibilities. Attorney fees shall be at the prevailing hourly rate of the private sector. The attorney fee hourly rate shall not be less than \$175.00 per hour. All attorney fees collected shall be paid to the operating budget of the Office of the Parish President.
- 21.10 If, instead of requiring correction or removal and replacement of Defective Work, Owner (and prior to approval of final payment) prefers to accept it, the Owner may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price, or, if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by Contractor to Owner.
- 21.11 If Contractor should fail to progress the Work in accordance with the Contract Documents, including any requirements of the Progress Schedule, Owner, after seven (7) days written Notice to Contractor, may, without prejudice to any other remedy Owner may have, make good such deficiencies and the cost thereof including compensation for additional professional services shall be charged against Contractor. In such cases, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due Contractor are not sufficient to cover such amount, Contractor shall pay the difference to Owner.
- 21.12 The Owner may appoint representatives to make periodic visits to the site and observe the progress and quality of the executed Work. These representatives shall be governed by the same restrictions placed on the Owner by these Specifications. The governing body of the Federal, State or local government exercising authority in the area of the Work may appoint representatives to observe the progress and quality of the Work. Contractor shall cooperate with and assist these representatives in the performance of their duties.

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

# 22.00 SUBSURFACE CONDITIONS

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

# 23.00 REMOVAL AND DISPOSAL OF STRUCTURES AND OBSTRUCTIONS

- 23.01 Bidder shall thoroughly examine the site of the Work and shall include in its Bid the cost of removing all structures and obstructions in the way of the Work.
- 23.02 The Contractor shall remove any existing structures or part of structures, fence, building or other encumbrances or obstructions that interfere in any way with the Work.

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

# 24.00 INSURANCE

- 24.01 Contractor shall secure and maintain at its expense such insurance that will protect it and the Parish from claims for injuries to persons or damages to property which may arise from or in connection with the performance of Services or Work hereunder by the Contractor, his agents, representatives, employees, and/or subcontractors. The cost of such insurance shall be included in Contractor's bid.
- 24.02 The Contractor shall not commence work until it has obtained all insurance as required for the Parish Project. If the Contractor fails to furnish the Parish with the insurance protection required and begins work without first furnishing Parish with a currently dated certificate of insurance, the Parish has the right to obtain the insurance protection required and deduct the cost of insurance from the first payment due the Contractor. Further deductions are permitted from future payments as are needed to protect the interests of the Parish including, but not limited to, renewals of all policies.
- 24.03 <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:

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.

- 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/\$3,000,000 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. <u>Builder's Risk Insurance</u> 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 Insurance</u>, 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. <u>St. Tammany Parish Government</u>, P. O. Box 628, Covington, <u>LA 70434 shall be the first named insured on the Builder's Risk and Installation Floater Insurance</u>.

- 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 Department of Legal, Office of Risk Management prior to execution of a contract for services.

# For inquiries regarding insurance requirements, please contact:

St. Tammany Parish Government Legal Department Office of Risk Management P. O. Box 628 Covington, LA 70434

Telephone: 985-898-2797

Fax: 985-898-3070

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 <u>TERMINATION OF THE CONTRACT, OWNER'S AND CONTRACTORS RIGHT TO STOP WORK.</u>

- 27.01 If the Contractor should be adjudged bankrupt (voluntarily or involuntarily) or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail (except in cases for which extension of time is provided) to supply enough properly skilled workmen or proper materials, or if it should fail to make prompt payment to Subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Owner, or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner, upon the certificate of the Owner that, in its unilateral discretion and judgment, believes sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor ten (10) calendar days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the Work by whatever method the Owner may deem expedient.
- 27.02 Failure of the Contractor to start the Work within the time limit specified herein or substantial evidence that the progress being made by the Contractor is sufficient to complete the Work within the specified time shall be grounds for termination of the Contract by the Owner.
- 27.03 Before the Contract is terminated, the Contractor and its surety will first be notified in writing by the Owner of the conditions which make termination of the Contract imminent. When after ten (10) calendar days' notice is given and if satisfactory effort has not been made by the Contractor or its surety to correct the conditions, the Owner may declare, in its exclusive discretion, that the Contract is terminated and so notify the Contractor and its surety accordingly.
- 27.04 Upon receipt of notice from the Owner that the Contract has been terminated, the Contractor shall immediately discontinue all operations. The Owner may then proceed with the Work in any lawful manner that it may elect until Work is finally completed.
- 27.05 The exclusive right is reserved to the Owner to take possession of any machinery, implements, tools or materials of any description that shall be found upon the Work, to account for said equipment and materials, and to use same to complete the Project. When the Work is finally completed, the total cost of same will be computed. If the total cost is less than the Contract Price, the difference will not be paid to the Contractor or its surety.
- 27.06 In case of termination, all expenses incident to ascertaining and collecting losses under the Bond, including legal services, shall be assessed against the Bond.
- 27.07 If the Work should be stopped under any order of any court or public authority for period of sixty (60) calendar days, through no act or fault of the Contractor or anyone employed

by it, or if the Owner shall fail to pay the Contractor within a reasonable time any sum certified by the Owner, then the Contractor may, upon ten (10) calendar days written notice to the Owner, stop Work or terminate this Contract and recover from the Owner payment for all Work properly and professionally executed in a workmanlike manner. This loss specifically includes actual cost of materials and equipment, together with all wages inclusive of all federal, state, and local tax obligations. This loss specifically includes reimbursement of all insurances on a pro-rata basis from the date of termination to date of policy period. This loss excludes and specifically does not include recovery by the Contractor for lost profit, indirect & direct expenses, overhead, and the like.

### 28.00 PAYMENTS TO THE CONTRACTOR

- 28.01 Monthly certificates for partial payment, in a form approved by the Owner, shall be transmitted to the Owner upon receipt from the Contractor and acceptance by the Owner. In accordance with LSA-R.S. 38:2248(A), when the Contract Price is less than five hundred thousand dollars, these certificates shall be equal to ninety percent (90%) of both the Work performed and materials stored at the site; and when the Contract Price is five hundred thousand dollars or more, these certificates shall be equal to ninety-five percent (95%) of both the Work performed and materials stored at the site. Partial payment certificates shall include only Work, materials and equipment that are included in official Work Order and which meet the requirements of plans, Specifications and Contract Documents. These monthly estimates shall show the amount of the original estimate for each item, the amount due on each item, the gross total, the retained percentage, the amount previously paid and the net amount of payment due.
- 28.02 After final completion and acceptance by the Owner of the entire Work, and when the Contract Price is less than five hundred thousand dollars, the Owner shall issue to the Contractor Certificate of Payment in sum sufficient to increase total payments to ninety percent (90%) of the Contract Price. After final completion and acceptance by the Owner of the entire Work, and when the Contract Price is five hundred thousand dollars or more, the Owner shall issue to the Contractor Certificate of Payment in sum sufficient to increase total payments to ninety-five percent (95%) of the Contract Price.
- 28.03 When the Contract Price is less than five hundred thousand dollars, the final payment certificate of the remaining ten percent (10%) of the Contract Price, minus any deduction for deficient or Defective Work or other applicable deductions, will be issued by the Owner forty-five (45) days after filing acceptance in the Mortgage Office of the Parish and a Clear Liens and Privilege Certificate has been secured. When the Contract Price is five hundred thousand dollars or more, the final payment certificate of the remaining five percent (5%) of the Contract Price, minus any deduction for deficient or Defective Work or other applicable deductions, will be issued by the Owner forty-five (45) days after filing acceptance in the Mortgage Office of the Parish and a Clear Liens and Privilege Certificate has been secured. Before issuance of the final payment certificate, the Contractor shall deposit with the Owner a certificate from the Clerk of Court and Ex-Officio Recorder of Mortgages from the Parish in which the Work is performed to the effect that no liens have been registered against Contract Work.
- 28.04 When, in the opinion of the Contractor, the Work provided for and contemplated by the Contract Documents has been substantially completed, the Contractor shall notify the

Owner in writing that the Work is substantially complete and request a final inspection. The Owner shall proceed to perform such final inspection accompanied by the Contractor. Any and all Work found by this inspection to be Defective or otherwise not in accordance with the plans and Specifications shall be corrected to the entire satisfaction of the Owner and at the sole expense of the Contractor. If the Contract is found to be incomplete in any of its details, the Contractor shall at once remedy such defects, and payments shall be withheld and formal acceptance delayed until such Work has been satisfactorily completed.

- 28.05 If payment is requested on the basis of materials and equipment not incorporated in the Work, but delivered and suitably stored and protected from damage and theft at the site, the Request for Payment shall also be accompanied by such data, satisfactory to the Owner, as will establish Owner's title to the material and equipment and protect its interest therein, including applicable insurance.
- 28.06 Each subsequent Request for Payment shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied to discharge in full all of Contractor's obligations reflected in prior Request for Payment.
- 28.07 Each subsequent request for payment shall include an affidavit by Contractor that Contractor, all subcontractors, agents, material suppliers and all other persons supplying material to the project upon which State of Louisiana and/or St. Tammany sales taxes are lawfully due have paid these taxes and that all supplies and materials purchased for this project and for which Contractor has been paid have had all lawfully due State and/or St. Tammany sales taxes paid.
- 28.08 The Bid Proposal, unless otherwise modified in writing, and the Contract constitute the complete Project. The Contract Prices constitute the total compensation payable to Contractor and the cost of all of the Work and materials, taxes, permits and incidentals must be included into the Bid submitted by the Contractor and included into those items listed on the Proposal.
- 28.09 Any additional supporting data required by the Owner in order to substantiate Contractor's request for payment shall be furnished by Contractor at no cost to the Owner.
- 28.10 Owner may withhold from payment to Contractor as may be necessary to protect itself from loss on account of:
  - (1) Defective and/or inferior work;
  - (2) Damage to the property of Owner or others caused by Contractor;
  - (3) Failure by Contractor to make payments properly to sub-contractors or to pay for labor, materials or equipment used on this project;
  - (4) Failure by Contractor to pay taxes due on materials used on this project;
  - (5) Damage by Contractor to another Contractor;
  - (6) Insolvency;
  - (7) Bankruptcy, voluntary or involuntary;
  - (8) Revocation of corporate status;
  - (9) Failure to follow corporate formalities;
  - (10) Unprofessional activities;
  - (11) Unworkmanlike performance;

(12) Fraud and/or misrepresentation of any kind.

# 29.00 ACCEPTANCE AND FINAL PAYMENT(S)

- 29.01 Upon receipt of written notice from Contractor that the work is substantially complete and usable by Owner or the Pubic in suitable manner, the Owner and the Contractor shall jointly inspect the work.
- 29.02 If the Owner by inspection determines that the work is not substantially complete in a suitable manner for use by the Owner or the Public, then the Owner shall so notify the Contractor in writing stating such reason. All reasons need not be disclosed unless actually known. The Owner is afforded an opportunity to amend said notices as are reasonably possible.
- 29.03 If the Owner by its inspection determines that the work is substantially complete, it shall prepare a list of all items not satisfactorily completed and shall notify the Contractor and Owner in writing that the work is substantially complete and subject to satisfactory resolution of those items on the list (punch list). Punch lists may be amended from time to time by Owner in the event that additional deficiencies are discovered. In accordance with LSA-R.S. 38:2248(B), any punch list generated during a construction project shall include the cost estimates for the particular items of work the design professional has developed based on the mobilization, labor, material, and equipment costs of correcting each punch list item. The design professional shall retain his working papers used to determine the punch list items cost estimates should the matter be disputed later. The contract agency shall not withhold from payment more than the value of the punch list. Punch list items completed shall be paid upon the expiration of the forty-five (45) day lien period. The provisions of this Section shall not be subject to waiver.
- 29.04 Upon determination of substantial completeness with the punch list, the Contract Time is interrupted and the Contractor is given a reasonable time not to exceed thirty (30) consecutive calendar days to effect final completion by correcting or completing all of those items listed on the punch list. If the items on the punch list are not completed in a satisfactory manner within the thirty day period, then the Contract Time will begin to run again and will include for purposes of determining liquidated damages the thirty day period the grace period being withdrawn.
- 29.05 Upon receipt by Owner of written determination that all work embraced by the contract has been completed in a satisfactory manner, the Owner shall provide a written acceptance to Contractor who shall record Owner's written acceptance with the recorder of Mortgages, St. Tammany Parish. The Contractor shall properly prepare, submit and pay for all costs associated with said Acceptance. The Contractor is also responsible for preparation, 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 INTENTION OF THESE GENERAL CONDITIONS

31.01 These General Conditions shall be applicable to all contracts entered into by and between the Owner and Contractors, except as may be altered or amended with the consent of the Owner, and/or provided for in the Special Conditions of each contract. Contractor shall be presumed to have full knowledge of these General Conditions which shall be applicable to all contracts containing these General Conditions, whether Contractor has obtained a copy

thereof or not.

### 32.00 SEVERABILITY

- 32.01 If any one or more or part of any of the provisions contained herein and/or in the Specifications and Contract for the Work shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement or attachment, but it shall be construed as if such invalid, illegal, or unenforceable provision or part of a provision had never been contained herein.
- 32.02 CHANGING THESE CONDITIONS: Owner reserves the right to change or modify these General Conditions as it deems best, or as required by law. The General Conditions may also be modified for a particular project by the use of Special Conditions prior to the issuance of the Advertisement for Bid. However, once an advertisement for bid is made for any specific project, any changes to the General Conditions as they affect that specific project must be made in writing and issued via an addendum in accordance with State Law.

### 33.00 LAW OF THE STATE OF LOUISIANA

- 33.01 The Contract Documents shall be governed by the Law of the State of Louisiana.
- 33.02 The Contractor agrees to pay reasonable attorney's fees and other reasonable attendant costs, in the event that it becomes necessary for the Owner to employ an attorney in order to enforce compliance with or any remedy relating to any covenants, obligations, or conditions imposed upon the Contractor by this Agreement. Attorney fees shall be based upon the prevailing hourly rate of attorney rates in the private sector. In no case shall the hourly rate be less than \$175.00 per hour. All attorney fees collected shall be paid the operating budget of the Office of the Parish President.
- 33.03 The jurisdiction and venue provisions shall apply to all contractors, sureties, and subcontractors. The 22nd Judicial District for the Parish of St. Tammany shall be the court of exclusive jurisdiction and venue for any dispute arising from these General Conditions and/or any contract executed in conjunction with these General Conditions. All parties specifically waive any rights they have or may have for removal of any disputes to Federal Court, or transfers to different State District Court.
- 33.04 Contractor warrants that it has and/or had received a copy of these General Conditions at all times material hereto; Contractor further agrees that it has read and fully and completely understands each and every condition herein.
- 33.05 The property description will be more fully set out by an attached exhibit.
- 33.06 The Contractor warrants that it has the requisite authority to sign and enter this agreement.
- 33.07 It is specifically understood and agreed that in the event Contractor seeks contribution from the Parish or pursues its legal remedies for any alleged breach of this agreement by the Parish, then the following list of damages SHALL NOT BE RECOVERABLE BY CONTRACTOR. This list includes, but is not limited to:

- 1. indirect costs and/or expenses;
- 2. direct costs and/or expenses;
- 3. time-related costs and/or expenses;
- 4. award of extra days;
- 5. costs of salaries or other compensation of Contractor's personnel at Contractor's principal office and branch offices;
- 6. expenses of Contractor's principal, branch and/or field offices;
- 7. any part of Contractor's capital expenses, including any interest on Contractor's capital employed for the work;
- 8. any other charges related to change orders;
- 9. overhead and general expenses of any kind or the cost of any item not specifically and expressly included in Cost of Work.

### 33.08 DEFAULT AND WAIVERS

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

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

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

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

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

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

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

Last day to submit questions and/or verification on comparable products will be no later than 2:00 pm CST, seven (7) working days prior to the opening date of the bid/proposal due date. Further any questions or inquires must be submitted via fax to 985-898-5227, or via email to <a href="mailto:Purchasing@stpgov.org">Purchasing@stpgov.org</a>. Any questions or inquires received after the required deadline to submit questions or inquires will not be answered.

SECTION 01010: SUMMARY OF WORK

#### PART 1: GENERAL

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Special and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this section.
- 1.2 Scope of Work: The work of this contract comprises of construction of a parking lot to provide additional parking at the Slidell Library. The work shall include clearing and grubbing of the existing wooded area for the new parking lot, adding a connection drive between the library and north boulevard, a new concrete parking lot wih 93 new parking spaces, parking lot lights, and landscaping.

#### 1.3 General:

- A. The Contractor shall furnish all labor, materials, equipment, tools, services, and incidentals to complete all work required by these Specifications and as shown on the Drawings.
- B. The Contractor shall perform the work complete, in place and ready for continuous service, and shall include repairs, replacements, and restoration required as a result of damages caused during this construction.
- C. Furnish and install all materials, equipment, and labor which is reasonably and properly inferable and necessary for the proper completion of the work, whether specifically indicated in the Contract Documents or not.
- D. Protect all existing work from damage. It is intended that any existing Work in place shall be repaired to original condition if damaged by Work of this Contract.
- E. Contractor shall verify all field and job conditions prior to preparing his bid. Any conditions not described in these drawings and specifications shall be brought to the attention of the A/E prior to bid date. Failure to do so shall render the contractor responsible for correction of this condition should he be awarded the contract.
- F. The word "Provide" as used in these specifications and on the drawings will be termed to mean "furnish and install" and includes all items necessary for the proper execution and completion of the work.
- G. Visit and examine the job site, and with all authorities concerned in order to become familiar with all existing conditions pertinent to the work to be performed thereon. No additional compensation will be allowed for failure to be so informed. Pay all costs and fees for utility connections.

- H. All work shall be performed in a neat and workmanlike manner, and in accordance with all codes, standards, and requirements of the industry.
- I. Check all specifications and all drawings and bring to attention any conflicts or variations as shown or noted.
- J. Specifications and accompanying drawings apply to all material and/or labor for construction of work specified herein and shown on drawings.
- K. For any points which are not clear, or from items and/or details which the Contractor feels are in need of clarification, consult the A/E before submission of a proposal.
- L. The drawings and the specifications are complementary and what is shown and/or called for one shall be furnished and installed the same as if shown and/or called for in the other.
- M. In case of discrepancies and/or ambiguities in the drawings and/or in the specifications, the A/E shall be consulted prior to submission of a proposal. Failure to do so on the part of the successful bidder shall be construed as explicit agreement on his part to abide by the A/E's decision in such matters.
- 1.4 Contract: Construct Work under single fixed-price (lump-sum) contract.
- 1.5 Work Sequence: Contractor is responsible for work sequence.
- 1.6 Contractor Use of Premises:
  - A. Confine operations at site to areas permitted by law, ordinances, permits, Contract Documents.
  - B. Do not unreasonably encumber site with materials or equipment. Assume full responsibility for protection and safekeeping of products stored on premises. Move any stored products which interfere with operations of Owner.
  - C. Do not load structures with weight that will endanger structure.
  - D. Use of Site: Limit use of site for work and storage. Coordinate parking areas, materials delivery, and storage areas at site with Owner.
  - E. In no case shall the Work interfere with existing streets, drives, walks, passageways, pedestrian traffic, and the like. Comply with provisions of the Conditions of the Contract and regulatory ordinances.
  - F. Contractor shall at all times conduct his operations as to insure the least inconvenience to the general public.

### 1.7 Construction Areas:

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

- B. Coordinate use of work site under direction of Owner.
- C. Assume full responsibility for the protection and safekeeping of Products under this Contract, stored on site.
- D. Move any stored Products, under Contractor's control, which interfere with operations of the Owner or separate contractor.
- E. Obtain and pay for the use of additional storage or work areas needed for operation.
- 1.8 Partial Owner Occupancy: The Contractor shall schedule his operations for completion of portions of the Work, as designated, for the Owner's occupancy prior to Substantial Completion of the entire Work.

### 1.9 Noise During Construction:

- A. The noise generated by construction of this Work may at times create a problem for the Owner.
- B. The Owner recognizes and can tolerate the normal level of noise created by a majority of construction activity and, therefore, does not feel any need to set certain hours of the day when noise will be restricted.
- C. However, the Owner also recognizes that, during certain construction work, the noise level is unusually higher than normal. These higher levels of noise generation may conflict with a specific activity being simultaneously conducted by the Owner.
- D. It is required of the Contractor that agreement be secured from the Owner prior to scheduling any such unusually noise activity, and that the Contractor cooperate if an on-going-activity becomes objectionable by its longevity or overlapping into a program started later by the Owner. It is understood and agreed that both parties will cooperate to the end that neither will unduly inconvenienced by this requirement.

### 1.10 Miscellaneous Conditions:

- A. CAD Drawings: All bidders are advised that the Architect's CAD drawings will not be available for use during construction. This includes all drawings and any variation thereof for piling and foundation location, sprinkler heads, fire alarm systems, etc. The cost of drafting from scratch of any drawings shall be included in the cost of contractor's bid.
- B. The A/E shall apply for the building permit and shall apply to the State Fire Marshal. The Contractor shall pick up and pay for the building permit and other required permits.
- C. Work Stoppage Due to Publically Declared Emergency: If there is an emergency declared by the Federal, State or Local government in St. Tammany Parish or in any portion thereof, then all work on this project shall cease until such time as the contractor is instructed to resume work by Department Director (no one else) who has jurisdiction over the project. If there is any type of work

which must proceed to prevent harm to persons or property, or damage to the project itself; then contractor should immediately contact the Department Director for necessary instructions. If contractor is unable to contact the Department Director, contractor may perform the work necessary to prevent such harm in accordance with industry safety standards. Contactor shall be entitled to an extension of time for the period of the stoppage, but shall not be entitled to any additional compensation by reason thereof.

### D. Construction Schedule:

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

### SECTION 01011: INSURANCE

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract, (General, Special and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 Provisions: A/E shall be named as an additional insured on all policies except as applied to Worker's Compensation Coverage. Contractor shall provide A/E with a Certificate of Insurance. A/E shall be listed as Certificate Holder.
- 1.3 Submittals: A sample Certificate of Insurance is attached.

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ACORD 25-S (3/93)

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# SECTION 01012: REQUESTS FOR CLARIFICATION OR INTERPRETATION

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract, (General, Special and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 Request For Information (RFI): The Contractor may, after exercising due diligence to locate required information, request from the Consultant clarification or interpretation of the requirements of the Contract Documents. The Consultant shall, with reasonable promptness, respond to such Contractor's requests for clarification or interpretation. However, if the information requested by the Contractor is apparent or reasonably inferrable, the Contractor shall be responsible to the Client for all reasonable costs charged by the Consultant to the Client for the Additional Services required to provide such information.
- 1.3 Time: No additional Contract Time shall be allowed for RFI's relative to information that is available from field observations, is contained in the Contract Documents, or is reasonably inferable from them.
- 1.4 Submittals: RFI's may be submitted verbally or in writing. Each RFI will address one topic only.
- 1.5 Recordation: The Consultant will log each RFI received and send a copy to the Contractor monthly.
- 1.6 Provisions: Contractors will be allowed a specific number of RFI's with no additional cost. The specific number of RFI's allowed with no additional cost to the contractor is shown below:

NUMBER OF RFI'S ALLOWED	CONTRACT AWARD AMOUNT				
5	\$0	\$100,000			
10	\$100,001	\$500,000			
15	\$500,001	\$1,000,000			
20	\$1,000,001	\$10,000,000			

### SECTION 01027: APPLICATIONS FOR PAYMENT

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract, (General, Special and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 General: Submit Applications for Payment to A/E in accordance with the schedule established by Conditions of the Contract and Agreement Between Owner and Contractor.
- 1.3 Format and Data Required: Submit itemized applications typed on sheets with the same exact language on either AIA Document G702, Application and Certificate for Payment, and continuation sheets G703, or NSPE Document NSPE-1910-8-E, Application for payment, or Owner's form, whichever is applicable.
- 1.4 Preparation of Application for Each Progress Payment:
  - A. Application Form:
    - 1. Fill in required information, including that for Change Orders executed prior to the date of submittal of application.
    - 2. Fill in summary of dollar values to agree with the respective totals indicated on the continuation sheets.
    - 3. Execute certification with the signature of a responsible officer of the contract firm.
  - B. Continuation Sheets:
    - Fill in total list of all scheduled component items of Work, with item number and the scheduled dollar value for each item
    - 2. Fill in the dollar value in each column for each scheduled line item when Work has been performed or products stored.
    - 3. List each Change Order executed prior to the Date of submission, at the end of the continuation sheets. List by Change Order Number, and description, as for an original component item of work.
  - C. A/E and Owner project numbers must appear on all documentation.
- 1.5 Substantiating Data for Progress Payments:
  - A. When the Owner or the A/E requires substantiating data, Contractor shall submit suitable information, with a cover letter identifying
    - 1. Project.
    - 2. Application number and date.
    - 3. Detailed list of enclosures.
    - 4. For stored products:
      - a. Item number and identification as shown on application.

- b. Description of specific material.
- c. Copy of invoice showing project and amount.
- d. Location of material.
- e. Copy of <u>paid</u> invoice will be required for following pay request.
- B. Submit one copy of data and cover letter for each copy of application. If applicable to project, a duplicate original and one (1) copy of tickets are required for sand, asphalt concrete and granular materials.
- C. Submit Record Drawings for review by A/E. A/E will return Record Drawings after review.
- 1.6 Preparation of Application for Final Payment:
  - A. Fill in Application form as specified for progress payments.
  - B. Use continuation sheet for presenting the final statement of accounting as specified.
- 1.7 Submittal Procedure:
  - A. Submit Applications for Payment to A/E at the times stipulated in the Conditions of the Contract.
  - B. Number: Five copies of each Application with substantiating data.
  - C. Contractor must submit a Project Schedule with each Application for Payment. The Project Schedule must be up to date and included in each and every Application for Payment submittal. Each schedule shall indicate the original schedule with the current schedule immediately below it.
  - D. When A/E finds the Application properly completed and correct, he will transmit a certificate for payment to Owner, with a copy to Contractor.
- 1.8 Notarized:
  - A. All applications for payment shall be notarized.

SECTION 01041: PROJECT COORDINATION

### PART 1: GENERAL

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Special and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 General: This section covers the work required by the Contractor to coordinate and administer the project.
- 1.3 Coordination: Contractor shall plan, schedule, and coordinate his operations in a manner that will facilitate the simultaneous progress of work included under other contracts outside the scope of these Contract Documents. Contractor shall plan, schedule and coordinate with all utilities in a manner conducive to timely and efficient progress in the execution of the contract.

### 1.4 Notice to Owners and Authorities:

- A. Contractor shall, as provided in General Conditions, notify owners of adjacent property and utilities when prosecution of the Work may effect them. Notification shall include names and telephone numbers for key project personnel so that property owners can report problems. These contact telephone numbers shall be given so that appropriate personnel can be contacted 24 hours a day, seven days a week.
- B. When it is necessary to temporarily deny access by owners or tenants to their property, or when any utility service connection must be interrupted, Contractor shall give notices sufficiently in advance to enable the affected persons to provide for their needs. Notices will conform to any applicable local ordinance and, whether delivered orally or in writing, will include appropriate information concerning the interruption and instructions on how to limit their inconvenience.
- C. All utilities and other concerned agencies shall be contacted at least 24 hours in advance, unless otherwise specified, prior to cutting or closing streets or other traffic areas, excavating near underground utilities or pole lines or temporary shutdown of existing facilities.
  - 1. Notice to local electric company: The Contractor shall review with the local electric company the construction methods to be used in the vicinity of power lines. This review shall establish which lines, if any, need temporary relocation or de-energizing. At least two weeks notice is required from the Contractor by local electric company prior to any temporary relocating or de-energizing work being required.

- 2. Notice to local gas company: The Contractor shall review with the local gas company any work to be done in the vicinity of gas lines. Where temporary relocation of gas lines or reinforcement of coating is required the Contractor shall meet with the Louisiana Gas Company as soon as possible, but no less than 30 days in advance of when relocation is required. For temporary shutdown of gas mains and notification as required by the company when working in the vicinity of gas mains at least 48 hours notice is required, by calling ONE CALL at 1-800-272-3020.
- 1.5 Mechanical and Electrical Coordination: Contractor shall coordinate all details of the equipment with other related parts of the Work, including verification that all structures, piping, wiring, and equipment components are compatible. Contractor shall be responsible for all structural and other alterations in the Work required to accommodate equipment differing in dimensions or other characteristics from that contemplated in the Drawings or Specifications.

### SECTION 01045: CUTTING AND PATCHING

### PART 1: GENERAL

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract, (General, Special and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 Scope of Work: The work done under this section includes the furnishing of all labor, materials, equipment and services necessary to complete the cutting, fitting and patching required in the execution of this Project.
- 1.3 Description: Contractor shall be responsible for all cutting, fitting and patching, including attendant excavation and backfill, required to complete the Work and/or to:
  - A. Make its several parts fit together properly.
  - B. Uncover portions of the Work to provide for installation of ill timed work.
  - C. Remove and replace defective work.
  - D. Remove and replace work not conforming to requirements of the Contract Documents.
  - E. Remove samples of installed work as specified for testing.
  - F. Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.

#### 1.4 Submittals:

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

- d. The extent of refinishing to be done.
- 6. Alternatives to cutting and patching.
- 7. Cost proposal, when applicable.
- 8. Written permission of any separate contractor whose work will be affected.
- C. Should conditions of the work or the schedule indicate a change of products from the original installation, Contractor shall submit a request for substitution.
- D. Submit a written notice to A/E designating the date and the time the work will be uncovered.

### PART 2: PRODUCTS

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

### PART 3: EXECUTION

## 3.1 Inspection:

- A. Inspect existing conditions of the Project, including elements subject to damage or to movement during cutting and patching.
- B. After uncovering work, inspect the conditions affecting the installation of products, or performance of the work.
- C. Report unsatisfactory or questionable conditions to the A/E in writing; do not proceed with the work until the A/E has provided further instructions.

## 3.2 Preparation:

- A. Provide adequate temporary support as necessary to assure the structural value or integrity of the affected portion of the Work.
- B. Provide devices and methods to protect other portions of the Project from damage.
- C. Provide protection from the elements for that portion of the Project, which may be exposed by cutting and patching work.
- D. Maintain excavations free from water.
- E. The Contractor shall be responsible for and shall properly protect all conduit, wires, equipment, drains, pipes, and other property of the Owner's or public service corporations which are not noted to be demolished or removed.

#### 3.3 Performance:

- A. Execute cutting and patching by methods which will prevent damage to other work, and will provide proper surfaces to receive installation of repairs.
- B. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.

- C. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes.
- D. Restore work which has been cut or removed: install new products to provide completed Work in accordance with requirements of Contract Documents.
- E. Fit work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- F. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:
  - 1. For continuous surfaces, refinish to nearest expansion joint.
  - 2. For an assembly, refinish the entire unit.

### SECTION 01200: PROJECT MEETINGS

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Special and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 General: This section covers project meetings required for the project.

### 1.3 Description:

- A. The General Contractor shall coordinate the scheduling and administer the pre-construction meeting, periodic progress meetings, and specially called meetings throughout the progress of the work.
  - 1. Prepare agenda for meetings.
  - 2. Distribute written notice of each meeting four days in advance of meeting date.
  - 3. Make physical arrangements for meetings.
  - 4. Preside at meetings.
  - 5. Record the minutes; include all significant proceedings and decisions.
  - 6. Reproduce and distribute copies of minutes within three working days after each meeting.
- B. Representatives of contractors, subcontractors, and suppliers attending the meetings shall be qualified and authorized to act on behalf of the entity each represents.

## 1.4 Pre-Construction Meeting:

- A. Schedule pre-construction meeting prior to beginning on-site construction.
- B. Location: Project site or other location as coordinated with A/E and Owner.
- C. Attendance:
  - 1. Owner's Representative.
  - 2. A/E
  - 3. Resident project representative, if applicable.
  - Contractor's Superintendent.
  - 5. Major subcontractors.
  - 6. Major suppliers.
  - 7. Others as appropriate.
- D. Suggested Agenda:
  - 1. Distribution and discussion of list of major subcontractors and suppliers.
  - 2. Projected construction schedules.
  - Critical work sequencing.
  - 4. Major Equipment deliveries and priorities.
  - 5. Project coordination and designation of responsible personnel.

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

# 1.5 Progress Meetings:

- A. The General Contractor shall schedule regular periodic meetings, as required. Hold called meetings as required by progress of work.
- B. Location of Meetings: The project field office of the Contractor.
- C. Attendance: A/E, Owner's Representative, subcontractors, and suppliers as appropriate to the agenda, others as required.
- D. Suggested Agenda:
  - 1. Review, approval of minutes of previous meeting.
  - 2. Review of work progress since previous meeting.
  - Field observations, problems, conflicts.
  - 4. Problems which impede Construction Schedule.
  - 5. Review off-site fabrication, delivery schedules.
  - 6. Corrective measures and procedures to regain projected schedule.
  - 7. Revisions to Construction Schedule.
  - 8. Plan progress, schedule, during succeeding work period.
  - 9. Coordination of schedules.
  - 10. Review submittal schedules; expedite as required.
  - 11. Maintenance of quality standards.
  - Review proposed changes for effect on Construction Schedule, completion date.
  - 13. Other business.

SECTION 01252: WEATHER DELAYS

PART 1: GENERAL

- 1.1 Related Documents: The general conditions of the Contract, including (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the work specified in this Section.
- 1.2 Extensions of Contract Time:
  - A. If the basis exists for an extension of time in accordance with the General Conditions, an extension of time on the basis of weather may be granted only for the number of weather delay days in excess of the number of days listed as the standard baseline for that month.
- 1.3 Standard Baseline for Average Climatic Range:
  - A. The Louisiana Department of Transportation Department has reviewed weather data available from the U.S. National Weather Service (NWS) and defined a Standard Baseline average climatic range for the State of Louisiana.
  - B. The standard baseline is defined as the normal number of anticipated calendar days for each month during which construction activity exposed to weather conditions is expected to be prevented and suspended by cause of adverse weather. Suspension of construction activity for the number days each month as listed in the standard baseline is included in the contract time allotted and is not eligible for extension of Contract Time.
  - C. Standard baseline is as follows:

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

- D. The contractor's request shall be considered only for days over the allowable number of days stated above.
- 1.4 Adverse Weather and Weather Delays Days:
  - A. Adverse weather is defined as the occurrence of one or more of the following conditions within a twenty-four (24) hour day that prevents construction activity exposed to weather conditions or access to the site:
    - 1. Precipitation (rain, snow, or ice) in excess of 1/2 inch (0.5") liquid measure.
    - 2. Sustained wind in excess of thirty-five (35) m.p.h.
  - B. Adverse weather may include, if appropriate, "dry-out" or "mud" days:

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

### 1.5 Documentation and Submittals:

- A. Submit daily jobsite work logs showing which and to what extent critical path construction activities have been affected by weather on a monthly basis.
- B. Submit actual weather data to support claim for time extension obtained from nearest NWS station.

- C. Use standard baseline data provided in this section when documenting actual delays due to weather in excess of the average climatic range.
- D. Organize claim and documentation to facilitate evaluation on a basis of calendar month periods and submit to the A/E.
- E. If an extension of the Contract Time is appropriate, such extension shall be made by Change Order.

SECTION 01300: SUBMITTALS

### PART 1: GENERAL

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this section.
- 1.2 Correspondence: Six copies of all transmittal letters accompanying shop drawings, product data, operations and maintenance data and manuals, layout data, and other information shall be sent to the Owner's Program Management Office at an address to be supplied to the contractor at the pre-construction conference.

## 1.3 Progress Reports:

- A. A progress report shall be furnished to A/E with each application for progress payment. If the Work falls behind schedule, Contractor shall submit additional progress reports at such intervals as A/E may request.
- B. Each progress report shall include sufficient narrative to describe current and anticipated delaying factors, their effect on the construction schedule, and proposed corrective actions. Any work reported complete, but which is not readily apparent to A/E must be substantiated with satisfactory evidence.
- C. Each progress report shall also include three prints of the accepted graphic schedule marked to indicate actual progress.
- 1.4 Survey Data: All field books, notes, and other data developed by Contractor in performing surveys required as part of the Work shall be available to A/E for examination throughout the construction period. All such data shall be submitted to A/E with the other documentation required for final acceptance of the Work.
- Layout Data: Contractor shall keep neat and legible notes of measurements and calculations made by him in connection with the layout of the Work. Copies of such data shall be furnished to the Resident Project Representative for use in checking Contractor's layout as provided. All such data considered of value to Owner will be transmitted to Owner by A/E with other records upon completion of the work.

### 1.6 Schedule of Values:

- A. A tentative Schedule of Values reflecting the total cost of the work shall be submitted at the pre-construction conference.
- B. After review of the tentative schedule at the pre-construction conference and before submission of the first application for payment, Contractor shall prepare and submit to A/E a schedule of

- values covering each lump sum item. The schedule of values, showing the value of each kind of work, shall be acceptable to A/E before any partial payment estimate is prepared.
- C. The sum of the items listed in the schedule of values shall equal the contract lump sum price. Such items as bond premium, temporary construction facilities, and plant may be listed separately in the schedule of values, provided the amounts can be substantiated. Overhead and profit shall not be listed as separate items.
- D. An unbalanced schedule of values providing for overpayment to Contractor on items of Work which would be performed first will not be accepted. The schedule of values shall be revised and resubmitted until acceptable to the A/E.
- E. Final acceptance by A/E shall indicate only consent to the schedule of values as a basis for preparation of applications for progress payments and shall not constitute an agreement as to the value of each indicated item.
- F. Within 30 days after award of contract, Contractor shall furnish to A/E a schedule of estimated monthly payments. The schedule shall be revised and resubmitted each time an application for payment varies more than 10 percent from the estimated payment schedule.
- 1.7 Submittals to other Concerned Agencies: The Contractor shall comply with all submittals required by utility companies and other concerned agencies as specified. Submittals to other agencies shall be submitted to A/E for information purposes only.

### 1.8 Schedule:

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

# SECTION 01340: SHOP DRAWINGS, PROJECT DATA, AND SAMPLES

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Special, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section. No requirements of the Supplementary or Special Conditions shall be superseded by this Section but format of submittals shall be as follows.
- 1.2 General:
  - A. Submit, to the A/E, shop drawings, project data, and samples required by specification sections.
  - B. Prepare and submit, with Construction Schedule, a separate schedule listing dates for submission and date reviewed shop drawings, project data, and samples will be needed for each product.
- 1.3 Shop Drawings: Original drawings, prepared by Contractor, Subcontractor, Supplier, or Distributor, which illustrate some portion of the Work; showing fabrication, layout, setting, or erection details.
  - A. Prepared by a qualified detailer.
  - B. Identify details by reference to sheet and detail numbers shown on Contract Drawings.
  - C. Maximum Sheet Size: 24" x 36".
  - D. Submit three (3) copies of each submittal.
- 1.4 Manufacturer's Literature, Project Data:
  - A. Manufacturer's standard schematic drawings.
    - 1. Modify drawings to delete information to provide additional information applicable to project.
    - 2. Supplement standard information to provide additional information applicable to project.
  - B. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, and other standard descriptive data.
    - 1. Clearly mark each copy to identify pertinent materials, products, or models.
    - 2. Show dimensions and clearances required.
    - 3. Show performance characteristics and capacities.
    - 4. Show wiring diagrams and control.
- 1.5 Samples: Physical examples to illustrate materials, equipment, or workmanship, and to establish standards by which completed work is judged.
  - A. Office samples: Of sufficient size and quantity to clearly illustrate:
    - 1. Functional characteristics of product or material, with integrally related parts and attachment devices.
    - 2. Full range of color samples.
  - B. Field Samples and Mock-Ups.
    - 1. Erect at project site at location acceptable to A/E.

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

## 1.6 Contractor Responsibilities:

- A. Contractor shall submit a schedule of the submittals needed prior to construction.
- B. Contractor shall review each submittal, project data, and samples and verify in writing to the A/E that each submittal conforms with the contract documents prior to submitting. Contractor shall list any deviations from that specified and in addition, shall cause a specific notation to be made on each shop drawing and sample submitted to the A/E for review and approval of each such variation.
- C. Verify field measurements, field construction criteria, catalog numbers, and similar data.
- D. Coordinate each submittal with requirements of Work and of Contract Documents.
- E. Contractor's responsibility for errors and omissions in submittals is not relieved by A/E's review of submittals.
- F. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by A/E's review of submittals, unless A/E gives written acceptance of specific deviations.
- G. Begin no work which requires submittals until return of submittals with A/E's stamp and initials or signature indicating review.
- H. After A/E's review, distribute copies.
- I. Contractor shall direct specific attention, in writing, to the A/E of the failure to receive reviewed submittals after a reasonable time and shall denote consequences of an excessive review period with regard to the progress of work.

## 1.7 Submission Requirement:

- A. Schedule submissions at least 21 days before dates reviewed submittals will be needed.
- B. Shop Drawings: Submit three (3) of each submittal.
- C. Manufacturer's Literature: Number of copies of Project Datum which Contractor requires for distribution plus 2 copies which will be retained by A/E, plus one (1) copy retained by the Consulting A/E for mechanical or electrical submittals.
- D. Submit number of Samples specified in each of specification sections.
- E. Accompany submittals with transmittal letter containing: date; project title and number; Contractor's name and address; the number of each Shop Drawings, Project Datum, and Sample submitted; notification of deviations from Contract Documents; other pertinent data.
- F. Submittals shall include:
  - 1. Date and revision dates.
  - 2. Project title, A/E Project number, and Owner's Project number, if any.

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

### 1.8 Resubmission Requirements:

- A. Shop Drawings: Revise initial drawings as required and resubmit as specified for initial submittal. Indicate on drawings any changes which have been made other than those requested by A/E.
- B. Project Data and Samples: Submit new datum and samples as required for initial submittal.
- C. Contractor shall accept full responsibility for the completeness of each submission, and, in the case of a resubmission, shall verify that all exceptions previously noted by A/E have been taken into account. In the event that more than one resubmission is required because of failure of Contractor to account for exceptions previously noted, Contractor shall reimburse Owner for the charges of A/E for review of the additional resubmissions.
- D. Any need for more than one resubmission, or any other delay in obtaining A/E's review of submittals, will not entitle Contractor an extension of the Contract Time unless delay of the Work is directly caused by a change in the Work authorized by a Change Order or by failure of A/E to return any submittal within a reasonable time after its receipt in A/E's office.
- E. When the drawings and data are returned marked SUBMIT SPECIFIED ITEM the Contractor shall do so. When the drawings and data are returned marked REVISE AND RESUBMIT, the corrections shall be made as noted thereon and as instructed by the A/E and nine corrected copies (or one corrected reproducible copy) resubmitted.

## 1.9 Distribution of Submittals after Review:

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

- 5. Supplier or fabricator
- 6. Other affected Contractors
- B. Distribute samples as directed.

## 1.10 A/E's Duties:

- A. Review submittals with reasonable promptness.
- B. Review for design concept of project and information given in Contract Documents.
- C. Review of separate item does not constitute review of an assembly in which item functions.
- D. Affix stamp and initials or signature certifying to review of submittal.
- E. Return sepia of Shop Drawings and other submittals to Contractor for distribution, or for resubmission. Contractor is responsible obtaining number of opaque prints from sepia necessary for distribution.
- The Design Professional shall review Contractor submittals, such as F. shop drawings, product data, samples and other data, as required by the Design Professional, but only for the limited purpose of checking for conformance with the design conception and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility The Design Professional's review shall be of the Contractor. conducted with reasonable promptness while allowing sufficient time in the Design Professional's judgement to permit adequate review. Review of a specific item shall not indicate that the Design Professional has reviewed the entire assembly of which the item is a component. The Design Professional shall not be responsible for any deviations for the contract documents not brought to the attention of the Design Professional in writing by the Contractor. The Design Professional shall not be required to review partial submissions or those for which submissions or correlated items have not been received.

### SECTION 01410: TESTING LABORATORY SERVICES

### PART 1: GENERAL

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 General: This section covers the requirements of obtaining and payment or testing laboratory services.
- 1.3 Selection and Payment: The Owner shall contract and pay for the services of an independent testing laboratory to perform inspection and tests of materials and construction as defined in the Conditions of the Contract.
- 1.4 Contractor's Responsibilities:
  - A. Cooperate with laboratory personnel, provide access to Work.
  - B. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other materials mixes which require control by the testing laboratory. Material supplier shall provide laboratory with field mix data for each delivery.
  - C. Make available, without cost, samples of all materials to be tested in accordance with applicable standard specifications.
  - D. Furnish such nominal labor and sheltered working space as is necessary to obtain samples at the Project.
  - E. Advise the laboratory of the identity of materials sources and instruct the suppliers to allow tests or inspections by the laboratory.
  - F. Notify the laboratory sufficiently in advance of operations to allow for completion of initial tests and assignment of inspection personnel.
  - G. Notify the laboratory sufficiently in advance of cancellation of required testing operations. The Contractor shall be responsible to the laboratory for charges due to failure to notify if requirements for testing are canceled.
  - H. Make arrangements with laboratory and pay for additional samples and tests required for Contractor's convenience.
  - I. Contractor shall pay all fees and charges, including any additional design services required, incurred for retesting due to failure of initial test or other deficiencies that are the contractor's responsibility.
- 1.5 Test Methods: Tests and inspections shall be conducted in accordance with the latest standards of ASTM or other recognized authorities.
- 1.6 Test Reports: The laboratory shall promptly submit written reports of each test and inspection made to the Owner, A/E, Contractor, and to such other parties as the Owner may specify.

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

### SECTION 01510: TEMPORARY UTILITIES

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

### 1.2 General:

- A. Comply with Federal, State, and Local codes and regulations and with utility company requirements.
- B. Materials may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

### 1.3 Job Conditions:

- A. Establish and initiate use of each temporary facility at time first reasonably required for proper performance of the Work. Terminate use and remove facilities at earliest reasonable time, when no longer needed or when permanent facilities have, with authorized use, replaced the need.
- B. Install, operate, maintain and protect temporary facilities in a manner and at locations which will be safe, non-hazardous, sanitary and protective of persons and property, and free of deleterious effects.

## 1.4 Temporary Water:

- A. Provide water for construction purposes; pay all costs for installation, maintenance and removal, and service charges for water used.
- B. Install branch piping as necessary, with taps located so that water is available throughout the construction by the use of hoses. Protect piping and fittings against freezing.
- Temporary Sanitary Facilities: Contractor shall provide and maintain an adequate number of temporary toilets with proper enclosures as necessary for use of workmen during construction. Keep toilets clean and comply with all local and state health requirements and sanitary regulations. Toilet facilities shall consist of the prefabricated chemical type.

# 1.6 Temporary Electricity and Lighting:

- A. Comply with National Electric Code.
- B. Arrange with utility company, provide service required for power and lighting, and pay all costs for service and for power used.
- C. Install circuit and branch wiring, with area distribution boxes located so that power and lighting is available throughout the construction by the use of construction type power cords.
- D. Provide adequate artificial lighting for all areas of work when natural light is not adequate for work, and for areas accessible to the public.

# 1.7 Temporary Heat and Ventilation:

- A. Provide temporary heat and ventilation as required to maintain adequate environmental conditions to facilitate progress of the Work, to meet specified minimum conditions for the installation of materials, and to protect materials and finishes from damage due to temperature or humidity.
- B. Provide adequate forced ventilation of enclosed areas for curing of installed materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors, or gases.
- C. Portable heaters shall be standard approved units complete with controls.
- D. Pay all costs of installation, maintenance, operation and removal, and for fuel consumed.
- E. After building is completely enclosed, the Contractor may utilize the permanent mechanical equipment which he furnishes and installs under this Contract, with the qualifications herein stipulated. Supply any additional equipment required. Any permanent equipment so used shall be turned over to the Owner in the condition and the time required by the Specifications. The Contractor's use of the permanent equipment is hereby qualified as follows:
  - 1. Do not use the permanent equipment for temporary heat or cooling unless and until all safety devices specified or required for safe operation of the equipment are installed and operating properly.
  - 2. The Contractor shall pay all fuel costs and assume all responsibility for the use of the permanent equipment.
  - 3. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
  - 4. The warranty period on the equipment shall not commence until final acceptance of the project.

### 1.8 Removal:

- A. Completely remove temporary materials and equipment when their use is no longer required. Clean and repair damage caused by temporary installations or use of temporary facilities.
- B. Restore any permanent facilities used for temporary services to specified condition. Prior to final inspection, remove temporary lamps and install new lamps.

### SECTION 01530: TEMPORARY FENCING

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

### 1.2 General:

- A. Comply with Federal, State, and Local codes and regulations and with utility company requirements.
- B. Materials may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

## 1.3 Job Conditions:

- A. Establish and initiate use of each temporary facility at time first reasonably required for proper performance of the Work. Terminate use and remove facilities at earliest reasonable time, when no longer needed or when permanent facilities have, with authorized use, replaced the need.
- B. Install, operate, maintain and protect temporary facilities in a manner and at locations which will be safe, non-hazardous, sanitary and protective of persons and property, and free of deleterious effects.

## 1.4 Temporary Fencing:

- A. Contractor shall provide temporary fencing for the duration of the project. Do not remove temporary fencing until project is complete.
- B. Construct and maintain fencing and barricades sufficient to prevent injury to persons and damage to property in accordance with all safety laws and requirements.
- C. Cover trenches and holes when not in use.
- D. Provide facilities to exclude unauthorized visitors from the site. Provide personal safety equipment such as hard hats for authorized visitors.

### 1.5 Removal:

- A. Completely remove temporary materials/equipment when their use is no longer required. Clean/repair damage caused by temporary installations or use of temporary facilities.
- B. Restore existing facilities used for temporary services to specified, or to original condition.
- C. Restore any permanent facilities used for temporary services to specified condition.

\* \* \*

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### SECTION 01601: MATERIAL AND EQUIPMENT

### PART 1: GENERAL

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 General: Material and Equipment Incorporated into the Work:
  - A. Conform to applicable specifications and standards.
  - B. Comply with size, make, type, and quality specified, or as specifically approved in writing by the A/E.
  - C. Manufactured and Fabricated Products:
    - 1. Design, fabricate, and assemble in accordance with the best engineering and shop practices.
    - 2. Manufacture like parts of duplicate units to standard sizes and gages, to be interchangeable.
    - 3. Two or more items of the same kind shall be identical, by the same manufacturer.
    - 4. Products shall be suitable for service conditions.
    - 5. Equipment capacities, sizes, and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
  - D. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

## 1.3 Reuse of Existing Material:

- A. Except as specifically indicated or specified, materials and equipment removed from the existing structure shall not be used in the completed Work.
- B. For material and equipment specifically indicated or specified to remain or to be used in the Work.
  - 1. Use special care in removal, handling, storage, add reinstallation to assure proper function and finishing of the completed Work.
  - 2. Arrange transportation, storage, and handling of products which require off-site storage, restoration, or renovation. Pay all costs for such work.

## 1.4 Manufacturer's Instructions:

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

- B. Handle, install, connect, clean, condition, and adjust products in strict accordance with such instructions and in conformity with specified requirements.
  - 1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with A/E for further instructions.
  - 2. Do not proceed with work without clear instructions.
- C. Perform work in accordance with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

## 1.5 Transportation and Handling:

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

# 1.6 Storage and Protection:

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

### B. Exterior Storage:

- 1. Store fabricated products above the ground, on blocking or skids, prevent soiling or staining. Cover products which are subject to deterioration with impervious sheet coverings, provide adequate ventilation to avoid condensation.
- 2. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- C. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored Products to assure that Products are maintained under specified conditions, and free from damage or deterioration.

- D. Protection After Installation: Provide substantial coverings as necessary to protect installed Product from damage from traffic and subsequent construction operations. Remove when no longer needed.
- 1.6 Substitutions and Product Options:
  - A. Products List: Within five days after Contract Date, Submit to A/E a complete list of major products proposed to be used, with the name of the manufacturer an the installing subcontractor.
  - B. Contractor's Options:
    - 1. For Products specified only by reference standard, select any product meeting that standard.
    - For Products specified by naming several products or manufacturers, select any one of the products or manufacturers named, which comply with the specifications.
    - 3. For Products specified by naming one or more products or manufacturers and "or approved equal", Contractor must submit a request prior to Bid Date as for substitutions for any product or manufacturer not specifically named.
    - 4. For Products specified by naming only one product and manufacturer, there is no option.

### C. Substitutions:

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

- 1. Has investigated the proposed Product and determined that it is equal to or superior in all respects to that specified.
- 2. Will provide the same warranties or bonds for the substitutions for the Product specified.
- 3. Will coordinate the installation of an accepted substitution into the Work, and make such other changes as may be required to make the Work complete in all respects.
- 4. Waives all claims for additional costs, under his responsibility, which may subsequently become apparent.
- E. A/E will review requests for substitutions with reasonable promptness, and notify Contractor, in writing, of the decision to accept or reject the requested substitution.

#### SECTION 01635 - SUBSTITUTION PROCEDURES

#### PART 1: GENERAL

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

#### 1.2 Summary:

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Sections:
  - 1. Division 1 Section "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.
  - 2. Division 2 through 16 sections for specific requirements and limitations for substitutions.

#### 1.3 Definitions:

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
  - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
  - 2. Substitutions for Convenience: Changes proposed by Contractor that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

#### 1.4 Submittals:

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

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

- Detailed comparison (point by point) <u>must</u> be included in all substitution request documentation submitted for review by the A/E.
- d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
- e. Samples, where applicable or requested.
- f. Certificates and qualification data, where applicable or requested.
- g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
- h. Research reports evidencing compliance with building code in effect and indicated UL or documented testing methods.
- Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
- Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

#### 3. A/E's Action:

- a. Prior to the Bid Date: If necessary, A/E will request additional information or documentation for evaluation within seven (7) working days of receipt of a request for substitution. Prior to the bid date the A/E will notify the contractor/supplier of acceptance or rejection of proposed substitution within three (3) working days of the bid date.
  - Forms of Acceptance: Signed "Contractor/Supplier Substitution Required Form, Addendum, Change Order, Construction Change Directive, or A/E's supplementary instructions for minor changes in the work.
  - Use product specified if A/E does not issue a decision on use of a proposed substitution within time allocated.
  - 3) The A/E's decision of approval or disapproval will be final.
- b. After Contract Execution: A/E will notify Contractor of acceptance or rejection of proposed substitution <u>during construction</u> within fifteen (15) working days of receipt of request, or seven (7) working days of receipt of additional information or documentation, whichever is later.
  - 1) Forms of Acceptance: Signed "Contractor/Supplier Substitution Required Form, Addendum, Change

- Order, Construction Change Directive, or A/E's supplementary instructions for minor changes in the work.
- Use product specified if A/E does not issue a decision on use of a proposed substitution within time allocated.
- 3) The A/E's decision of approval or disapproval will be final.

#### 1.5 Quality Assurance

- A. The contractor represents that he has personally investigated the proposed substitution and determined that it is equal or superior in all respects to that specified.
- B. The contractor represents that he will provide the same warranty for the substitution that he would for that specified.
- C. The contractor certifies that the cost data presented is complete and includes all related costs under this Contract but excludes costs under separate contracts, and any additional A/E redesign costs, as well as waives all claims for additional costs related to the substitution which subsequently become apparent.
- D. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.
- E. Bidders/Contractor is advised that any acceptable substitution that requires a change or modifications to other parts of the project shall be his responsibility including any additional cost required thereof. Any cost associated for other parts of the projects due to a substitution shall be the responsibility of the Contractor.
- 1.6 Procedures: Coordination: Modify or adjust affected work as necessary to integrate work of the approved substitutions.

#### PART 2 PRODUCTS

# 2.1 Substitutions – Pre-Bid

- A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than seven (7) working days prior to date for receipt of bids.
  - Conditions: A/E will consider Supplier's / Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, A/E will return requests without action, except to record noncompliance with these requirements:
    - a. Request submitted through a general contractor that has picked up a complete set of bidding documents for the project. Substitutions by a sub-contractor, material supplier, manufacturer's representative, etc. not submitted through a general contractor will be returned without action.

- b. Requested substitution is consistent with the Contract Documents and will produce indicated results.
- c. Substitution request is fully documented as outlined under submittals and properly submitted on required form.
- d. Requested substitution is compatible with other portions of the Work.
- e. Requested substitution provides specified warranty.
- B. Substitutions for Convenience: A/E will consider requests for substitution if received within seven (7) working days prior to date for receipt of bids. Requests received after that time will be rejected.
  - 1. Conditions: A/E will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, A/E will return requests without action, except to record noncompliance with these requirements:
    - a. Request submitted through a general contractor that has picked up a complete set of bidding documents for the project. Substitutions by a sub-contractor, material supplier, manufacturer's representative, etc. not submitted through a general contractor will be returned without action.
    - b. Requested substitution does not require extensive revisions to the Contract Documents.
    - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - d. Substitution request is fully documented as outlined under submittals and properly submitted on required form.
    - e. Requested substitution is compatible with other portions of the Work.
    - f. Requested substitution provides specified warranty.

#### 2.2 Substitutions – After Contract Execution

- A. In the interest of keeping the project on schedule, the A/E will not continuously and exhaustively review proposed substitutes for each specification section. The A/E will review only one (1) proposed substitution per product per specification section. If that proposed substitution is rejected for any reason, the contractor shall use the product specified.
- B. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than fifteen (15) days prior to time required for preparation and review of related submittals.
  - 1. A/E will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, A/E will return requests without any action, except to record noncompliance with these requirements.
    - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - b. Substitution request is fully documented as outlined under submittals herein and properly submitted on required form.
    - Requested substitution will not adversely affect Contractor's construction schedule.
    - d. Requested substitution has received necessary approval of authorities having jurisdiction.

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

# CONTRACTOR / SUPPLIER SUBSTITUTION REQUEST FORM

(Section to be completed by Contractor / Supplier)	
Project:	Substitution Request Number:
	From:
To:	Date:
	A/E Project Number:
Re;	Contract For:
Specification Title:	
Section: Page:	Article/Paragraph:
Proposed Substitution:	
Manufacturer: Address:	Phone:
Trade Name:	Model No.:
Installer: Address:	Phone:
History: New product 2-5 years old 5-10 y	rs old  More than 10 years old
Differences between proposed substitution and specified pro	oduct:
billetenees between proposed substitution and specified pro	
$\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ $	BY A/E
Descen for substitution request.	
Reason for substitution request:	
Similar Installation:	
	Architect:
	Owner:
-	Date Installed:
Proposed substitution affects other parts of Work: \( \subseteq \text{No} \)	Yes; explain
Troposed substitution affects office parts of work.	
	ADA Demokra Davida
Supporting Data Attached: Drawings Produc	ct Data Samples Tests Reports

# CONTRACTOR / SUPPLIER SUBSTITUTION REQUEST FORM

(Continued)

The Undersigned certifies:

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

<ul> <li>Proposed substitution does not affect dimensions and functional clearances.</li> <li>Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.</li> </ul>	
Submitted by:	
ontination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.  by:  by:  by:  cone:  con	
Firm:	
Address:	
Telephone:	
Submitted by:    Signed by:	
SECTION TO BE COMPLETED BY A/E:	
A/E's REVIEW AND ACTION	
<ul> <li>☐ Substitution approved as noted.</li> <li>☐ Substitution rejected - Does not meet Contract Documents - Use specified materials.</li> <li>☐ Substitution Request received too late - Not Approved. Received less than seven (7) working days prior to Bid Date. Insufficient t in accordance with R.S. 38:2295.</li> <li>☐ Substitution rejected - Insufficient information submitted to make determination.</li> <li>☐ Submit model or catalog numbers.</li> </ul>	
Signed by:	
Additional Community	
Additional Comments:	

### SECTION 01700: CONTRACT CLOSEOUT

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 General: Comply with requirements stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the Work.

# 1.3 Substantial Completion:

- A. When Contractor considers the Work substantially complete, he shall submit to A/E written notice that the Work, or designated portion thereof, is substantially complete, and a list of items to be completed or corrected. This can be a joint list, but must have cost with mobilization, overhead and profit. This "Costed Punch List" is withheld from the Contractor's final check until the work is complete.
- B. Within a reasonable time after receipt of such notice, A/E will determine the status of completion.
- C. Should A/E determine that the Work is not substantially complete:
  - 1. A/E will promptly notify the Contractor in writing, giving the reasons therefore.
  - 2. Contractor shall remedy the deficiencies in the Work, and send a second written notice of substantial completion to the A/E.
  - 3. A/E will reinspect the Work.
- D. When A/E concurs that the Work is substantially complete, he will recommend acceptance of the work to the Owner and if required for acceptance he will:
  - 1. Prepare a Certificate of Substantial Completion accompanied by Contractor's list of items to be completed or corrected, as verified and amended by the A/E.
  - 2. Submit the Certificate to Owner and Contractor for their written acceptance of the responsibilities assigned to them in the Certificate.
  - 3. Request the Contractor to make closeout submittals.

# 1.4 Final Inspection:

- A. When Contractor considers the Work is complete, he shall submit written certification that:
  - 1. Contract Documents have been reviewed.
  - 2. Work has been inspected for compliance with Contract Documents.
  - 3. Work has been completed in accordance with Contract Documents.
  - 4. Equipment and systems have been tested in presence of the Owner's representative and are operational.
  - 5. Work is completed and ready for final inspection.

- 6. As-Builts are completed and submitted to A/E for acceptance.
- B. A/E will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
- C. Should A/E consider that the Work is incomplete or defective:
  - 1. A/E will promptly notify the Contractor in writing, listing the incomplete or defective work.
  - 2. Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to A/E that the Work is complete.
  - 3. A/E will reinspect the Work.
- D. When the A/E concurs that the Work is complete, he will request the Contractor to make closeout submittals.
- 1.5 Reinspection Fees: Should A/E perform reinspection due to failure of the Work to comply with the claims of status of completion made by the Contractor:
  - A. Owner will compensate A/E for such additional services.
  - B. Owner will deduct the amount of such compensation from the final payment to the Contractor.
- 1.6 Contractor's Closeout Submittals to A/E:
  - A. Evidence of compliance with requirements of governing authorities and all Certificates of Inspection.
  - B. Project Record Documents: To requirements of General Conditions.
  - C. Warranties and Bonds: To requirements of Specification Sections.
  - D. Maintenance Materials: To the requirements of Specifications Sections.
  - E. Evidence of Payment and Release of Liens: To requirements stated in the Conditions of the Contract.
- 1.7 Final Adjustment of Accounts:
  - A. Submit a final statement of accounting to the A/E.
  - B. The Statement shall reflect all adjustments to the Contract Sum:
    - 1. The Original Contract Sum.
    - 2. Additions and deductions resulting from:
      - a. Previous Change Orders.
      - b. Unit Prices.
      - c. Deductions for uncorrected Work.
      - d. Deductions for liquidated damages.
      - e. Deductions for reinspection payments.
      - f. Other adjustments.
    - 3. Total Contract Sum, as adjusted.
    - 4. Previous payments.
    - 5. Sum remaining due.
  - C. A/E will prepare a final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

- 1.8 Final Application for Payment: Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.
- 1.9 Post-Construction Inspection:
  - A. Prior to expiration of one year from date of Acceptance, A/E will make visual inspection of Project in company with Owner and Contractor to determine whether correction of Work is required, in accordance with provisions of the Conditions of the Contract.
  - B. For guarantees and warranties beyond one year, A/E will make inspections at request of Owner, after notification to Contractor. A/E will promptly notify Contractor of any observed deficiencies.

#### SECTION 01710: CLEANING

# PART 1: GENERAL

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 General: Execute cleaning, during progress of the Work, and at completion of the Work and as required by Conditions of the Contract. For cleaning for specific Products or work, see the Specification Section for that work.
- 1.3 Disposal Requirements: Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

#### PART 2: PRODUCTS

#### 2.1 Materials:

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

#### PART 3: EXECUTION

#### 3.1 During Construction:

- A. Execute periodic cleaning to keep the Work, the site, and adjacent properties free from accumulations of waste materials, rubbish, and windblown debris resulting from construction operations.
- B. Provide on-site containers for the collection of waste materials, debris, and rubbish.
- C. Remove waste materials, debris, and rubbish from the site periodically and dispose of at legal disposal areas away from the site.
- 3.2 Dust Control: Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.

# 3.3 Final Cleaning:

- A. Employ skilled workmen for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Broom clean exterior paved surfaces; rake clean other surfaces of the

grounds.

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

# SECTION 01720: PROJECT RECORD DOCUMENTS

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 General: Maintenance of Documents:
  - A. Maintain at job site one copy of: Contract Drawings; Specifications; Addenda; Reviewed Shop Drawings; Change Orders; Other Modifications to Contract; Field Test Records. Also keep Louisiana State Fire Marshall's approved contract documents in temporary field office; documents furnished to Contractor by A/E or Owner.
  - B. Store documents in temporary field office, apart from documents used for construction.
  - C. Provide files and racks for storage of documents.
  - D. Maintain documents in clean, dry, legible condition.
  - E. Do not use record documents for construction purposes.
  - F. Make documents available at all times for inspection by A/E and Owner.
- 1.3 Marking Devices: Provide felt waterproof marking pens for all markings.
- 1.4 Recording:
  - A. Label each document "PROJECT RECORD" in printed letters.
  - B. Keep record documents current.
  - C. Do not permanently conceal any work until required information has been recorded.
  - D. Project Record Drawings: Legibly mark Contract Drawings to record actual construction:
    - 1. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements. Locate underground bends, cleanouts, connections, branches, valves, cut-offs or stops, end of sewers, etc. by offset distances from buildings only. Note all invert elevations of the storm and sanitary sewer systems.
    - 2. Location of new and/or relocated internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
    - 3. Field changes of dimension and detail.
    - 4. Changes made by Change Order or Field Order.
    - 5. Details not on original Contract Drawings.
  - E. Specifications and Addenda: Legibly mark each Section to record:
    - 1. Manufacturer, trade name, catalog number, and Supplier of each Product and item of equipment actually installed.
    - 2. Changes made by Change Order or Field Order.

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

# 1.5 Submittal:

- A. Prior to each pay request, present project record documents for review by A/E. Documents shall be annotated as required herein to include those portions of work of which payment is requested. Failure to have properly maintained Project Documents will be considered as incomplete work.
- B. At Contract close-out, deliver record documents to A/E. Provide 2 copies of the Project Record Drawings; 1 copy of other required record documents.
- C. Accompany submittal with transmittal letter containing:
  - 1. Date
  - 2. Project title and number.
  - 3. Contractor's name and address.
  - 4. Title and number of each record document.
  - 5. Signature of Contractor or his authorized representative.

### SECTION 01730: OPERATING AND MAINTENANCE DATA

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

#### 1.2 General:

- A. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under the Contract. Prepare operating and maintenance data as specified in this Section and as referenced in other pertinent sections of Specifications.
- B. Instruct Owner's personnel in the maintenance of products and in the operation of equipment and systems.
- 1.3 Quality Assurance: Preparation of data shall be done by personnel trained and experienced in maintenance of products and in the operation of equipment and systems.

#### 1.4 Form of Submittals:

- A. Prepare data in the form of an instructional manual for use by Owner's personnel.
- B. Format:
  - 1. Size: 8 1/2 inches x 11 inches.
  - 2. Paper: White, for typed pages.
  - 3. Text: Manufacturer's printed data, or neatly typewritten.
  - 4. Drawings: Provide reinforced punched binder tab, bind in with text. Fold larger drawings to the size of the text pages.
  - 5. Provide fly-leaf for each separate product, or each piece of operating equipment. Provide typed description of product; and major component parts of equipment. Provide indexed tabs.
  - 6. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS". List title of Project, identity of separate structure as applicable, identity of general subject matter covered in the manual.
- C. Binders: Commercial quality three-ring binders with durable and cleanable plastic covers. When multiple binders are used, correlate the data into related consistent groupings.

#### 1.5 Contents of Manual:

- A. Neatly typewritten table of contents for each volume, arranged in a systematic order.
  - Contractor, name of responsible principal, address, and telephone number.
  - 2. A list of each product required to be included, indexed to the content of the volume.

- 3. List, with each product, the name, address, and telephone number of subcontractor or installer, maintenance contractor, as appropriate. Identify the area of responsibility of each and identify the local source of supply for parts replacement.
- 4. Identify each product by product name and other identifying symbols as set forth in Contract Documents.
- B. Product Data: Include only those sheets which are pertinent to the specific product. Annotate each sheet to clearly identify the specific product or part installed and the data applicable to the installation. Delete references to inapplicable information.
- C. Drawings: Supplement product data with drawings as necessary to clearly illustrate relations of component parts of equipment and systems, control and flow diagrams. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation. Do not use Project Record Documents as maintenance drawings.
- D. Written text, as required to supplement product data for particular installation. Organize in a consistent format under separate headings for different procedures. Provide a logical sequence of instructions for each procedure.
- E. Provide a copy of each warranty, bond, and service contract issued. Provide information sheet for Owner's personnel, giving proper procedures in the event of failure and instances which might affect the validity of warranties or bonds.

#### 1.6 Manual for Materials and Finishes:

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

# 1.7 Manual for Equipment and Systems:

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

- 2. Operating Procedures: Start-up, break-in, routine, and normal operating instructions. Regulation, control, stopping, shut-down, and emergency instructions. Summer and winter operating instructions. Special operating instructions.
- 3. Maintenance Procedures: Routine operations. Guide to "trouble-shooting". Disassembly, repair, and reassembly. Alignment, adjusting, and checking.
- 4. Servicing and lubrication schedule. List of lubricants required.
- 5. Manufacturer's printed operating and maintenance instructions. Original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- 6. As-installed control diagrams and description of sequence of operation by controls manufacturer.
- 7. Each contractor's coordination drawings and as-installed color coded piping diagrams.
- 8. Charts of valve tag numbers, with the location and function of each valve.
- 9. Other data as required under pertinent sections of Specifications.
- B. Content, for Each Electric and Electronic System (as appropriate):
  - 1. Operating characteristics, and limiting conditions. Performance curves, engineering data, and tests. Complete nomenclature and commercial number of replaceable parts.
  - 2. Circuit directories of panelboards. Electrical service. Controls. Communications.
  - 3. As-installed color coded wiring diagrams.
  - 4. Operating Procedures: Routine and normal operating instructions. Sequences required. Special operating instructions.
  - 5. Maintenance Procedures: Routine operations. Guide to "trouble-shooting". Disassembly, repair, and reassembly. Adjustment and checking.
  - 6. Manufacturer's printed operating maintenance instructions.
  - 7. Other data as required under pertinent sections of Specifications.
- C. Prepare and include additional data when the need for each data becomes apparent during instruction of Owner's personnel.
- D. Provide complete information for products specified in the respective section of Specifications.

#### 1.8 Submittal Schedule:

- A. Submit one (1) copy of preliminary draft of proposed format and outline of contents prior to start of work. A/E will review draft and return copy with comments.
- B. Submit one (1) copy of completed data in final form 15 days prior to

- anticipated date of Substantial Completion. Copy will be returned with comments.
- C. Submit three (3) hard copies and one (1) electronic copy on CD of approved data in final form at Contract Closeout.

# 1.9 Instruction of Owner's Personnel:

- A. Prior to final inspection or acceptance, fully instruct Owner's designated operating and maintenance personnel in the operation, adjustment, and maintenance of all products, equipment, and systems.
- B. Operating and maintenance manual shall constitute the basis of instruction. Review contents of manual with personnel in full detail to explain all aspects of operations and maintenance.

## SECTION 01740: WARRANTIES AND BONDS

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

#### 1.2 General:

- A. Compile specified warranties, bonds, and service and maintenance contracts. Co-execute submittals when so specified.
- B. Review submittals to verify compliance with Contract Documents.
- C. Submit to A/E for review and transmittal to Owner.

# 1.3 Submittal Requirements:

- A. Assemble warranties, bonds, and maintenance manuals, executed by each of the respective manufacturers, suppliers, and subcontractors.
- B. Number of original signed copies required: Two each.
- C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.
  - 1. Product or work item.
  - 2. Firm, with name of principal, address, and telephone number.
  - Scope.
  - 4. Date of beginning and duration of warranty, bond, or service and maintenance contract.
  - 5. Provide information for Owner's personnel giving proper procedure in case of failure and instances which might affect the validity of warranty or bond.
  - 6. Contractor, name of responsible principal, address, and telephone number.

# 1.4 Form of Submittals:

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

- 4. Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide table of contents at beginning of document.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

# 1.5 Time of Submittals

- A. Make submittals at Contract close-out, prior to final request for payment.
- B. For items of Work where acceptance is delayed beyond the Date of Project Acceptance, provide updated submittal within ten days after acceptance of the delayed items of work, listing the date of acceptance of the delayed items of work as the start of the warranty period.
- C. Submit written warranties on request of A/E for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
  - 1. In accordance with Louisiana State Law (LSA-R.S. 9:2774) the commencement date for ALL warranties or guarantees of every nature or kind shall be the date of responsibility to ensure that all written warranties include this commencement time. Also, in accordance with LSA-R.S. 9:2774 the provision of this Section shall not be subject to waiver by contract.
- 1.6 Submittals Required: Submit warranties, bonds, service and maintenance contracts as specified in the respective sections of Specifications.

SECTION 02050: DEMOLITION

#### PART 1: GENERAL

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

# 1.2 Scope of Work:

- A. Furnish all labor, materials, equipment, and incidentals required for demolition and disposal of existing obstructions to the new work.
- B. This section also includes complete or partial removal and disposal of specified existing structures, foundations, slabs, mechanical, electrical, and miscellaneous appurtenances encountered during construction operations.
- C. These specifications shall call attention to certain activities necessary to maintain and facilitate operation during and immediately following construction and do not purport to cover all of the activities necessary.
- D. Demolition includes: Visit the site and examine all existing conditions as to character and extent of work involved.

# 1.3 Rules and Regulations:

- A. The Building Code of the appropriate governing body shall control the demolition, or alteration of the exiting buildings, or appurtenances.
- B. No building, structure, or appurtenance, or any part thereof, shall be demolished until an application has been filed by the Contractor with the Building Inspector, and a permit issued. The fee for this permit shall be the Contractor's responsibility.

#### 1.4 Traffic and Access:

- A. Conduct demolition and removal operations to ensure minimum interference with roads, streets, walks, both on-site and off-site, and to ensure minimum interference with occupied or used facilities.
- B. Do not close or obstruct streets, walks, or other coupled or used facilities without permission from the A/E and local authorities. Provide alternate routes around closed or obstructed traffic access ways.
- 1.5 Protection: Conduct operations to minimize damage by falling debris or other causes to adjacent buildings, structures, roadways, and other facilities, including persons. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of structures to be demolished and adjacent facilities to remain.

Damage: Promptly repair damage caused to adjacent facilities or property by demolition operations as directed by the A/E at no cost to the Owner.

#### 1.7 Utilities:

- A. Maintain existing utilities as directed by the A/E to remain in service and protect against damage during demolition operations.
- B. Do not interrupt existing utilities serving occupied or used facilities, except when authorized by the A/E. Provide temporary services during interruptions to existing utilities as acceptable to the A/E.
- C. The Contractor shall cooperate with the Owner to shut off utilities serving structures of the existing facilities as required by demolition operations.
- D. The Contractor shall be solely responsible for making all necessary arrangements and for performing any necessary work involved in connection with the discontinuance, re-routing, and/or interruption of all public and private utilities or services under the jurisdiction of the utility companies.
- E. All utilities being abandoned shall be disconnected and terminated at the service mains in conformance with the requirement of the utility companies or the governing body owning or controlling them.
- 1.8 Extermination: If required, before starting demolition, employ a certified rodent and vermin exterminator and treat the facilities in accordance with governing health laws and regulations.

# 1.9 Pollution Control:

- A. For pollution control, use water sprinkling, temporary enclosures, and other suitable methods as necessary to limit the amount of dust and dirt rising and scattering in the air to the lowest level of air pollution practical for the condition of work. Comply with the governing regulations.
- B. Clean adjacent structures and improvements of all dust, dirt, and debris caused by demolition operations as directed by the A/E. Return areas to conditions existing prior to the start of work.

### PART 2: PRODUCTS

(NOT USED)

# PART 3: EXECUTION

- 3.1 Exterior Demolition, General:
  - A. Keep all through lanes and drives clean and clear at all times.
  - B. Conduct operations so as not to interfere with adjacent roads, streets, drives, walks, service lines, lawns, planting, and the like.
  - C. Backfill any trenches caused by demolition work.

- 3.2 Disposition of Material and Equipment:
  - A. Remove demolition debris as soon as practicable. Do not store or burn materials on site. Dispose of demolition material offsite and in a legal manner.

SECTION 02077E: REMOVAL OF CONCRETE WALKS AND DRIVES

PART 1: SCOPE OF WORK

This work consists of the removal of concrete walks and drives as indicated on the plans.

PART 2: GENERAL

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

Depth of the existing walks and drives varies and it shall be the responsibility of the Contractor to verify prior to bidding.

Concrete pavement of whatever type shall be removed to existing joint or saw cut as indicated on the plans. Contractor shall work with care so as not to damage existing walks and drives to be left in place.

PART 3: MATERIALS

NONE

#### SECTION 02111: CLEARING AND GRUBBING

#### PART 1: GENERAL

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 Scope of Work: Furnish all labor, materials, equipment, and incidentals required for clearing, grubbing, removing, and disposing of vegetation and debris within the limits of construction.
- 1.3 Rules and Regulations:
  - A. State and local code requirements shall control the disposal of trees and shrubs.
  - B. The Contractor's attention is directed to any Soil Erosion and Sediment Control Ordinances in force by the local governing body. The Contractor shall comply with all existing ordinances.
- 1.4 Protection: Protect trees and shrubs, streets, roads, adjacent property, survey markers, and other features to remain throughout the Work.

#### PART 2: PRODUCTS

2.1 Materials: At the Contractor's option.

#### PART 3: EXECUTION

# 3.1 Clearing:

- A. Limits of clearing shall be as indicated on the Drawings or if not indicated, as directed by the A/E.
- B. Remove trees, saplings, shrubs, bushes, vines, and undergrowth within the limits of clearing.
- C. If shown on drawings, selectively clear certain areas. A/E, in company of Contractor, will select trees to remain in these areas. If necessary to save selected trees, modify utility lines, walk, fence, etc. slightly from positions indicated; verify all with A/E.
- D. Remove stumps to a depth of 8 inches minimum below ground elevation.
- E. Carefully and cleanly cut roots and branches of trees to remain, where such roots and branches obstruct new construction.

### 3.2 Grubbing:

A. Limits of grubbing shall coincide with the limits of clearing.

- B. Remove all stumps, roots over 4 inches in diameter, and matted roots within the limits of grubbing to the following depths.
  - 1. Footings, 18 inches.
  - 2. Paving and slabs, 12 inches.
  - 3. Lawn Areas, 8 inches.
  - 4. In the case of footings, slabs, or other construction on fills, the greater depth shall apply.
- Damage: Promptly repair damage caused to adjacent facilities by clearing and grubbing operations as directed by the A/E at no cost to the Owner.
- 3.4 Disposal: Burning of materials on the site will not be permitted. Remove material from the site daily as it accumulates.

SECTION 02114: TEMPORARY EROSION CONTROL

#### PART 1: GENERAL:

1.1 Related Documents: Section 204 of the Louisiana Standard Specifications for Roads and Bridges, 2016 edition, and latest revisions, is amended as follows:

Subsection 204.07, Construction Requirements: Heading (k), Maintenance of Erosion Control Features. The first paragraph is deleted and the following substituted.

The Contractor shall be responsible for complying with all Federal, State and Local Laws and Policies and shall obtain all necessary and applicable Permits.

- 1.2 Summary of Work: The Contractor shall furnish, inspect and maintain temporary erosion control devices as described below or replace as directed at no direct pay.
  - A. Temporary Seeding: The seeded areas shall be inspected after each rainfall. Area showing erosion shall be reseeded if necessary.
  - B. Mulches: The mulched areas shall be inspected after each rainfall and the mulch shall be repaired or reapplied if necessary.
  - C. Straw or Hay Bale Barriers: The bale barriers shall be inspected immediately after each rainfall and at least daily during prolonged rainfall. Close attention shall be paid to the repair of damaged bales, "end runs" and undercutting beneath bales.
  - D. Slope Drains: Slope Drains shall be inspected weekly and after every rainfall and repairs made if necessary. The Contractor shall avoid the placement of any material on and prevent construction traffic across the slope drain.
  - E. Sediment Check Dams: The check dams shall be inspected after each rainfall and sediment shall be removed when it reaches one-half the height of the check dam. Inspections shall be made to insure that the center of the dam is lower than the edges. Erosion around the edges shall be corrected immediately.
  - F. Silt Fencing: Sediment deposits shall be removed after each rainfall and must be removed when the deposits reach approximately one-half the height of the fence. If the fabric on the silt fence decomposes or becomes ineffective, the fabric shall be replaced promptly.
    - 1. Temporary Stone Construction Entrance and/or Wash Racks: The gravel on the construction entrance shall be maintained to allow for removal of mud from the tires. The sediment from the wash rack runoff shall be removed periodically.

2. Contractor shall obtain Storm Water Discharge Permit from Louisiana Department of Environmental Quality.

SECTION 02210: GRADING

## PART 1: GENERAL

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 Scope of Work: Furnish all materials, labor and equipment for the installation of fill, grading, excavation, compacting, disposal of surplus materials and restoration of existing surfaces as indicated on the Drawings or specified elsewhere herein. Provide all necessary supplementary items for a complete installation intended by documents.

#### 1.3 Protection:

- A. Maintain carefully all benchmarks, monuments, and other reference points. If disturbed or destroyed, replace as directed. If found at variance with the Drawings, notify the A/E before proceeding to lie out Work.
- B. Protect as may be necessary any existing vegetation, trees, or the like immediately adjacent to the limits of Work which are not stated or directed to be removed. Any such damaged plant shall be replaced at no cost to Owner with like species and size.
- C. In the event any excavation must be made immediately adjacent to the existing portion of buildings, covered walks or other Work, which is to remain, thoroughly crib and shore. Any settling or damage to that portion of the existing Work which is to remain, as a direct result of excavation Work, will be the responsibility of Contractor who shall repair the damage at no cost to Owner.
- D. Restore all existing curbs and paving damaged in performance of this Work without extra cost to Owner in the manner prescribed by authorities having jurisdiction.
- E. Protect all existing fencing and other work to remain, from damage. If damaged, restore or replace at no additional cost to Owner.
- F. Where trees are to be left in place in areas to be graded, adequately protect from damage. Natural surface of ground shall be left undisturbed to the drip line of the existing trees.

# 1.4 Existing Utilities:

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

- B. Locate existing underground utilities in areas of work. If utilities are to remain in place, provide adequate means of support and protection during earthwork operations.
- C. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility owner immediately for directions. Cooperate with Owner and utility companies in keeping respective services and facilities operation. Repair damaged utilities to satisfaction of utility owner.
- D. Do not interrupt existing utilities serving facilities occupied and used by Owner or others, except when permitted in writing by A/E and then only after acceptable temporary utility services have been provided.
- E. Provide minimum of 48-hour notice to A/E, and receive written notice to proceed before interrupting any utility. Contractor shall be responsible for notifying applicable agency.
- F. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies for shut-off of services if lines are active.
- G. Remove, plug or cap inactive and abandoned utilities encountered in excavating and grading operations as directed.

# 1.5 Compaction Standards:

- A. Densities: Required densities of compaction are expressed hereinafter in terms of percentages. Such terms shall mean percentages of maximum density at optimum moisture content, as determined and controlled in accordance with the American Society of Testing and Materials, "Standard Test Methods for Moisture Density Relationships of Soils and Soil Aggregate Mixtures" using 5.5 lb. (2.49 kg) Rammer and 12 inch (305mm) Drop.
- B. Field density determinations shall be made at locations as directed by the A/E.
- C. If tests indicate insufficient density, compact as required and have additional testing performed until required densities are met. The Contractor shall pay for all such additional testing.

## 1.6 Quality Assurance:

- A. Testing Agency: In-place soil compaction tests to be performed by the designated testing laboratory.
- B. Reference Standards:
  - 1. Granular Material Reference Standards:
    - a. American Society for Testing and Materials (ASTM) D698-78, Moisture-Density Relations of "Soils Using 5.5-lb. (2.49-kg) Hammer and 12-in. (305-mm) Drop.
    - b. ASTM D 2487, Classification of Soils for Engineering Purpose.
  - Bedding Material Reference Standards:
    - American Society for Testing and Materials (ASTM)
       D4253 for Moisture-Density Relations.

- b. ASTM D4254 for calculation of relative density.
- C. Contractor is responsible for the payment of all retests.
- 1.7 Job Conditions: Existing conditions are generally shown on the Drawings. Contractor shall visit the site, familiarize himself with actual conditions and verify existing conditions in the field. The Contractor is required to accept actual conditions at the site and do the Work specified without additional compensation for possible variation from grades and conditions shown, whether surface or sub-surface.

## PART 2: PRODUCTS

- Granular Material: Fill shall be AASHTO A-2-4 or better or clean sand well graded from fine to coarse, free of debris, organic or other deleterious matter and approved by A/E. A/E shall approve all fill materials. Legally remove from site, stockpile on site, or waste over lawn areas as directed any material found unsuitable by A/E.
- 2.2 Topsoil: For final grading of areas adjacent to structure, use existing. Provide topsoil from off-site borrows when on-site topsoil:
  - A. Is not sufficient to complete the work.
  - B. Does not meet the requirements set forth below, or
  - C. Is deemed unsuitable by A/E.

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

#### PART 3: EXECUTION

# 3.1 Preparation:

- A. Lay out and maintain grade stakes as required. Reference layout work to base lines, property lines, easements, and/or rights-of-way as indicated.
- B. Where new grades tie into existing grades, verify existing grades. If existing conditions are at variance with the Drawings, notify A/E before proceeding with the Work and make adjustments only as directed by the A/E.
- C. The Contractor shall verify that preceding work affecting work of this section has been satisfactorily completed.
- D. Correct conditions adversely affecting work of this section.

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

# 3.3 Disposal of Materials:

- A. Excavated material shall be stacked without excessive surcharge on the excavation or obstructing free access to street, drives, walks, utility appurtenances, and private property. Excessive inconvenience to traffic and adjacent property owners shall not be allowed. Excavated material shall be segregated for use in topsoil as specified below.
- B. All excavated material which is either unsuitable for topsoil or which will not be used for topsoil in the same location shall be legally removed from the site by the Contractor.

#### 3.4 Excavation:

- A. Excavated areas shall be cleared of all debris, water, slush, muck, and soft or loose earth and shall be conditioned to the entire satisfaction of the A/E.
- B. All material excavated shall be placed so as to minimize interference with public travel and to permit proper access for inspection of the work.
- C. Stumps, roots, and logs, which are encountered within the excavated area, shall be cut to a depth of one (1') foot below the required excavation. The Contractor shall fill this excavated space with granular material.
- D. The Contractor shall probe one (1') foot below the established bottom on the excavation. If this probing discovers any stump, roots, logs, etc., the Contractor shall cut them out just as if they had been visible in the trench.
- E. Blasting will not be allowed for the removal of stumps.

# 3.5 Site Grading:

- A. Execute all Work in an orderly and careful manner with due consideration for any and all surroundings areas and planting which are to remain. Periodically water as required to allay dust and dirt. Protect any adjacent property and improvements from damage and replace any portions damaged through this operation.
- B. Finish grade all areas affected by Work of this project. Accomplish proper and positive surface drainage with no areas that pond water. Provide a sloping earth berm around all construction of this project and swales as required for positive drainage.

- C. Do all cutting, filling, compaction of fills, and rough grading to bring the entire project area outside of construction to grades indicated on the Drawings and as required to provide proper and positive drainage away from construction.
- D. Where fill is required to rise the existing grades outside of construction to the new elevation required or indicated, place and compact such fill as specified.
- E. Remove all debris subject to termite attack, rot, or corrosion, and all other deleterious materials from areas to be filled. The moisture content of the loosened material shall be such that it will readily bond with the first layer of fill material.
- F. Place the material in successive horizontal layers in loose depth for the full width of the cross section. Deposit fill in layers not more than nine (9") inches thick under lawn and planted areas. If necessary, moisten soil, or allow to dry to the correct moisture content, before compaction. Do not deposit any fill on a subgrade that is muddy, frozen, or that contains frost.
- G. Compact fills under lawns and planting areas to 95% density unless otherwise specified.
- Distribution of Topsoil: Spread stockpiled topsoil that is acceptable to A/E to a depth of four (4") inches over open graded areas to be planted with grass, seeded, or where required elsewhere. After topsoil is spread, remove all hard lumps of clay, stones over one (1") inch in diameter, roots, limbs, and other deleterious matter, which would be harmful, or prevent proper establishment or maintenance of lawn and planting areas.
- 3.7 Field Quality Control:
  - A. Rough grading of all areas within the project, including excavated and filled sections and adjacent transition areas, shall be reasonably smooth, compacted, and free from irregular surface changes.
  - B. Finish all swales and gutters to drain readily, unless otherwise indicated; evenly slope the grade to provide drainage toward public drainage system or as indicated elsewhere at a grade not less than 1/2" to 3/4" per foot or more than two (2") inches per foot.
  - C. Tolerances of topsoil shall be within 1/2" of grades required.
- 3.8 Repair: Where any existing lawn areas are damaged, rutted, or otherwise disturbed, repair to original condition.
- 3.9 Disposal: Burning of materials on the site will not be permitted. Legally remove rubbish and debris from the site as it accumulates.

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

# PART 1: GENERAL

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 Scope of Work: Furnish all necessary materials, labor and equipment for the complete earthwork for construction of foundations for structures, paving, utilities and appurtenances, including excavation, backfilling, filling, compacting, disposal of surplus material and restoration of ground surfaces, as shown on the drawings and specified herein. Provide all necessary supplementary items for a complete installation intended by documents.

#### 1.3 Provisions:

- A. Existing conditions are generally shown on the Drawings. Contractor shall visit the site, familiarize himself with actual conditions and verify existing conditions in the field. The Contractor is required to accept actual conditions at the site and do the Work specified without additional compensation for possible variation from grades and conditions shown, whether surface or sub-surface.
- B. Execute all Work in an orderly and careful manner with due consideration for any and all surroundings areas and planting which are to remain. Periodically water as required to allay dust and dirt. Protect any adjacent property and improvements from damage and replace any portions damaged through this operation.
- C. Finish grade all areas affected by Work of this project. Accomplish proper and positive surface drainage with no areas that pond water. Provide a sloping earth berm around all construction of this project and swales as required for positive drainage.

#### 1.4 Protection:

- A. Maintain carefully all benchmarks, monuments, and other reference points. If disturbed or destroyed, replace as directed. If found at variance with the Drawings, notify the A/E before proceeding to lie out Work.
- B. Protect as may be necessary any existing vegetation, trees, or the like immediately adjacent to the limits of Work which are not stated or directed to be removed. Any such damaged plant shall be replaced at no cost to Owner with like species and size.

- C. In the event any excavation must be made immediately adjacent to the existing portion of buildings, covered walks or other Work, which is to remain, thoroughly crib and shore. Any settling or damage to that portion of the existing Work which is to remain, as a direct result of excavation Work, will be the responsibility of Contractor who shall repair the damage at no cost to Owner.
- D. Restore all existing curbs and paving damaged in performance of this Work without extra cost to Owner in the manner prescribed by authorities having jurisdiction.
- E. Protect all existing fencing and other work to remain, from damage. If damaged, restore or replace at no additional cost to Owner.
- F. Where trees are to be left in place in areas to be graded, adequately protect from damage. Natural surface of ground shall be left undisturbed for a distance of eight feet from tree on all sides except as approved or directed by A/E.

# 1.5 Existing Utilities:

- A. Follow rules and regulations of the authority having jurisdiction in executing all Work under this article. Adequately protect active utilities shown on the drawings from damage and remove or relocate only as indicated or specified. Where active utilities are encountered, but are not shown on the drawings, advise the A/E.
- B. Locate existing underground utilities in areas of work. If utilities are to remain in place, provide adequate means of support and protection during earthwork operations.
- C. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility owner immediately for directions. Cooperate with Owner and utility companies in keeping respective services and facilities operational. Repair damaged utilities to satisfaction of utility owner.
- D. Do not interrupt existing utilities serving facilities occupied and used by Owner or others, except when permitted in writing by A/E and then only after acceptable temporary utility services have been provided.
- E. Provide minimum of 48-hour notice to A/E, and receive written notice to proceed before interrupting any utility. Contractor shall be responsible for notifying applicable agency.
- F. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies for shut-off of services if lines are active.
- G. Remove, plug or cap inactive and abandoned utilities encountered in excavating and grading operations as directed.

# 1.6 Compaction Standards:

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

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

- Bedding Material Densities: Standard Test Methods for Moisture Density Relationships of Soils and Soil-Aggregate Mixtures
- 3. Base Course Densities: Standard Test Methods for Laboratory Compaction Characteristics of Soil using Standard Effort (12,400 ft-lb/ft<sup>3</sup>)
- B. Field density determinations shall be made at locations as directed by the A/E.
- C. If tests indicate insufficient density, compact as required and have additional testing performed until required densities are met. The Contractor shall pay for all such additional testing.

# 1.7 Quality Assurance:

- A. Testing Agency: In place soil compaction tests to be performed by the designated testing laboratory.
- B. Reference Standards:
  - 1. American Society for Testing and Materials (ASTM):
    - a. ASTM D698-07, Moisture-Density Relations of Soils Using 5.5-lb. (2.49-kg) Rammer and 12-in 305-mm) Drop.
    - b. ASTM D 2487, Classification of Soils for Engineering Purpose.
- C. Contractor is responsible for the payment of all retests.

## 1.8 Job Conditions:

- A. Time of construction should be kept to a minimum.
- B. Sheeting, shoring, and dewatering during construction should be properly designed to keep a stable excavation at all times and to prevent disturbance of the in place soils.
- C. As specified in these Specifications, the Contractor shall provide, operate, and maintain all necessary pumps, discharge lines, well points, etc., in sufficient number and capacity to keep all excavation, bases, pits, etc. in conformance with the indicated foundation construction condition at each structure at all times throughout the period of construction.
- D. As specified in these Specifications, the Contractor shall assume all responsibility for security of the excavation required, employing bracing, lining, or other accepted means necessary to accomplish same.

- E. Excavated areas shall be cleared of all debris, water, slush, muck, and soft or loose earth and shall be conditioned to the entire satisfaction of the A/E.
- F. All excavated material unsuitable for use, or which will not be used, shall be disposed of as specified.
- G. All excavations encountering stumps, roots, logs, etc. shall be removed of such items by the Contractor and refilled with proper material, as specified.

## PART 2: PRODUCTS

- 2.1 Granular Material: Fill shall be AASHTO A-2-4 or better or clean sand well graded from fine to coarse, free of debris, organic or other deleterious matter and approved by A/E.
- 2.2 Topsoil: For final grading of areas adjacent to structure, use existing. Provide topsoil from off-site borrows when on-site topsoil:
  - A. Is not sufficient to complete the work.
  - B. Does not meet the requirements set forth below, or
  - C. Is deemed unsuitable by A/E.

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

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

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

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

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

- 2.4 Select Backfill Material (for Utility Trenching):
  - A. Composition: Only approved material shall be used for backfill, free from organic matter. Excavated earth free from debris or organic material may be used for backfilling, as specified.
  - B. Excavated clay soils free of debris, organic material, or large lumps of clay shall be used only when indicated by geotechnical recommendations, when available.
- 2.5 Base Course: Unless otherwise noted, material shall be crushed stone in accordance with LA DOTD Standard Specification, Section 1003-03(b), 2016 Edition.

## PART 3: EXECUTION

- 3.1 Preparation:
  - A. Lay out and maintain grade stakes as required. Reference layout work to base lines, property lines, easements, and/or rights-of-way as indicated.
  - B. Where new grades tie into existing grades, verify existing grades. If existing conditions are at variance with the Drawings, notify A/E before proceeding with the Work and make adjustments only as directed by the A/E.
  - C. The Contractor shall verify that preceding work affecting work of this section has been satisfactorily completed.
  - D. Correct conditions adversely affecting work of this section.
- 3.2 Stripping and Stockpiling of Topsoil: Carry out this Work when dry weather exists and the topsoil is reasonably loose and dry. Remove topsoil a minimum of four (4) inches to remove all vegetation, roots, foreign matter, from areas to receive fill. Pile topsoil in designated or approved locations where it will not interfere with construction operations. Stockpiles shall be of such size and shape as will keep loss of topsoil by erosion and wind to a minimum.
- 3.3 Disposal of Materials:
  - A. Excavated material shall be stacked without excessive surcharge on the excavation or obstructing free access to street, drives, walks, utility appurtenances, and private property. Excessive inconvenience to traffic and adjacent property owners shall not be allowed. Excavated material shall be segregated for use in topsoil as specified below.

- B. All excavated material which is either unsuitable for topsoil or which will not be used for topsoil in the same location shall be removed from the site by the Contractor.
- C. Should conditions make it impractical or unsafe to stack material adjacent to the excavation, the material shall be hauled and stored at a location provided by the Contractor. When required, it shall be rehandled and used in backfilling the excavation.

#### 3.4 Excavation:

- A. Excavation shall extend to the width and depth shown on the drawings or as specified. Where not specified, Contractor shall confine his excavation to the least width practicable and shall provide suitable room for installing structures and appurtenances.
- The Contractor shall furnish and place all sheeting, bracing, and B. supports and shall remove from the excavation all materials which are unsuitable for backfill or which the A/E may deem unsuitable for backfilling. The bottom of the excavation shall be firm, dry, and in all respects, acceptable. The Contractor shall deposit bedding, or refill for excavation below grade, directly on the bottom of the excavation, immediately after excavation has reached the proper depth, and before the bottom has become softened or disturbed by any cause whatever. It shall also include the wasting or disposal of surplus excavated material in a manner and in locations approved by the A/E. If the bottom of the excavation is carried below the level called for by the Drawings, or made mucky or unstable due to the Contractor's operations or carelessness, the excavation shall be deepened to undisturbed soil. Also, the thickness of bedding material or depth of fill material, as determined by the A/E, shall be increased accordingly, without additional compensation to the Contractor.
- C. Shore, sheet-pile, and brace excavations as required to maintain them secure and to safeguard life. Remove shoring as the backfilling progresses, but only when banks are safe against caving or collapse and backfill meets required densities.
- D. Control the grading so that ground is etched to prevent water from running into the excavated areas or damaging the structures. Maintain all pits and trenches free of water at all times.
- E. Pumping: The Contractor shall keep all excavations free from water, at his own expense, while work is in progress. He shall provide for the disposal of the water removed from excavations in such a manner as not to cause injury to the public health, to public or private property, or to any portion of the work completed or in progress, or shall he cause any impediment to the use of the streets by the public.
- F. All material excavated shall be placed so as to minimize interference with public travel and to permit proper access for inspection of the work.

- G. All excavation shall be made within an area bounded by lines 5 feet outside of, and parallel to, exterior walls of the structure to allow for correct forming, shoring, and inspection of foundation work. Pouring of concrete against earth sidewalls will not be permitted.
- H. Where soil conditions permit, footing trenches may be excavated to the exact dimensions of the concrete footing and side form omitted.
- I. When bedding material is to rest on an excavated surface, care shall be taken not to disturb the bottom of the excavation. Final removal and replacement of the foundation material and sub base compaction to grade shall not be made until just before the structure is placed.
- J. When any excavation is completed, the contractor shall notify the A/E who will make an inspection of the excavation. No concrete or masonry shall be placed until the excavation has been approved by the A/E.
- K. The elevation of the bottoms of footings and base slabs, as shown on the drawings, shall be considered as approximate only and the A/E may order, in writing, such changes in dimensions or elevation of footings as may be necessary to secure a satisfactory foundation.
- L. Stumps, roots, and logs, which are encountered within the trench area, shall be cut to a depth of one (1) foot below the bottom of the excavation. The Contractor shall fill this excavated space with bedding material.
- M. When so required by the A/E, the contractor shall probe one (1) foot below the established bottom on the excavation. If this probing discovers any stump, roots, logs, etc., the Contractor shall cut them out just as if they had been visible in the excavation.
- N. Blasting will not be allowed for the removal of stumps.

## 3.5 Fill Under Slabs and Paving:

- A. Where fill is required to raise the subgrade for concrete placement to the elevations indicated, place and compact as specified.
- B. Before depositing fill, remove all loam, vegetation and other unsuitable material from areas to receive fill. In no case shall fill be placed on a subgrade that is muddy, frozen, or that contains frost. Compact subgrade by rolling with spreading equipment uniformly over entire area.
- C. Deposit fill material in horizontal layers not exceeding nine (9) inches in depth before compacting. Spread fill evenly and compact each layer by uniformly rolling, pneumatic tamping or other approved equipment over the entire area. If necessary, moisten fill or allow to dry to the correct moisture content before compaction.
- D. Bring the finished compacted areas to a reasonably true and even plane at the required elevations.
- E. Compact all fill to 95 percent density unless otherwise specified.

# 3.6 Utility Trench Backfilling:

- A. As soon as practicable after the utilities have been laid, jointed, and tested (if required), backfilling shall begin and completed expeditiously. Bedding shall conform to the details on the Drawings. When laying pipe, the groove for the pipe and bell hole must be accurately shaped, and the backfill must be closely packed adjacent to the pipe.
- B. Bedding material shall be placed and compacted as shown on the Drawings. All foundation lumber (i.e., planking, sills, and stringers in the trench bottom) shall be suitable for the purpose. Installation of foundation lumber and piling shall be in accordance with the Drawings.
- C. Bedding compaction shall consist of the placement in lifts not exceeding 12 inches and compacted by a drum roller or plate vibrating compactor. This mechanical compactor must make a minimum of two passes over every area of the bedding. Compacted bedding shall be enclosed in a filter fabric in areas that require a granular material backfill.
- D. Backfill around manholes, catch basins, area drains, and other structures shall be compacted by flooding. All backfill shall be compacted, especially under and over pipes connected to the manholes.
- E. All paved surfaces adjacent to backfilling operations shall be broomed and hose-cleaned immediately after backfilling. Dust control measures shall be employed at all times.
- F. Compact all bedding material to 75 percent relative density and granular material backfill to 95 percent density. Compact all select backfill material to 90 percent of maximum density.

# 3.7 Restoring Trench Surface:

- A. Where the trench occurs adjacent to paved streets, in shoulders or sidewalks, the Contractor shall thoroughly consolidate the backfill and shall maintain the surface as the work progresses. If settlement takes place, he shall immediately deposit additional fill to restore the level of the ground.
- B. The surface of any driveway, paving or other area which is disturbed by the trench excavation shall be restored by the Contractor to a condition at least equal to that existing before work began
- C. In sections where the pipeline passes through grassed areas, the Contractor shall regrade and reseed all disturbed areas to a condition at least equal to that existing before work began.

# 3.8 Site Grading:

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

- B. Where fill is required to rise the existing grades outside of construction to the new elevation required or indicated, place and compact such fill as specified.
- C. Remove all debris subject to termite attack, rot, or corrosion, and all other deleterious materials from areas to be filled. The moisture content of the loosened material shall be such that it will readily bond with the first layer of fill material.
- D. Place the material in successive horizontal layers in loose depth for the full width of the cross section. Deposit fill in layers not more than nine (9) inches thick under lawn and planted areas. If necessary, moisten soil, or allow to dry to the correct moisture content, before compaction. Do not deposit any fill on a subgrade that is muddy, frozen, or that contains frost.
- E. Compact fills under lawns and planting areas to 95 percent density unless otherwise specified.
- Distribution of Topsoil: Spread stockpiled topsoil that is acceptable to A/E to a depth of four (4) inches over open graded areas to be planted with grass. After topsoil is spread, remove all hard lumps of clay, stones over one (1) inch in diameter, roots, limbs, and other deleterious matter which would be harmful, or prevent proper establishment or maintenance of lawn and planting areas.
- 3.10 Field Quality Control:
  - A. Rough grading of all areas within the project, including excavated and filled sections and adjacent transition areas, shall be reasonably smooth, compacted, and free from irregular surface changes.
  - B. Finish all swales and gutters to drain readily.
- 3.11 Repair: Where any existing lawn areas are damaged, rutted, or otherwise disturbed, repair to original condition.
- 3.12 Disposal: Burning of materials on the site will not be permitted. Remove rubbish and debris from the site as it accumulates.
- Barricades and Flares: The Contractor shall provide temporary fencing, barricades, flares, signs, etc., as necessary, to protect vehicles and pedestrians at locations where there exists an open excavation, trench, or any other obstacle. Barricades shall bear the Contractor's name and any other information required by the A/E or public authorities. Where on public roadways all barricade signs and flares shall be of a type and located in a manner that conforms to recommendations of the Louisiana Manual on Uniform Traffic Control Devices, latest edition as revised, or as specified herein, subject to the approval of the A/E.

SECTION 02230: BASE COURSE

PART 1: SCOPE OF WORK

This work consists of furnishing and placing base course for the roadway

and/or parking lots.

PART 2: GENERAL

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

PART 3: MATERIALS

Base Course shall be stone as per Section 302 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition.

SECTION 02231E: GRANULAR MATERIAL (TRUCK MEASURES)

PART 1: SCOPE OF WORK

This work consists of furnishing and placing granular material for the roadway sub-base, base, and utility backfill as per plan details.

PART 2: GENERAL

All work shall be in accordance with the requirements of Section 723 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition.

PART 3: MATERIALS

Granular Material shall consist of AASHTO A-4 or better soils limited to a maximum liquid limit of 25 and a maximum plasticity index of 6 "Pumped" river sand generally meeting this requirement. Granular material shall be compacted to 97% standard proctor density.

Clay material shall be used as noted on the Drawings. Use existing top soil and excavated material if available. When onsite material is not sufficient to complete the work, or when existing material is deemed unsuitable by A/E, provide topsoil from off-site borrows. Borrow topsoil shall be loose soil consisting of a friable mixture of clay, silt, and sand (maximum sand content 45%, minimum clay content 30%), with a varying content of fine, friable, organic matter. All material shall be free of roots, stones, debris, and other materials detrimental to lawn maintenance and shall be approved by A/E before use. Pump sand may not be used for clay material under any circumstances.

## SECTION 02510: CONCRETE WALKS

## PART 1: GENERAL

- 1.1 Related Documents: The general provisions of the Contract (General and Supplementary and other Conditions, Division 0) and Division 1 as appropriate, apply to work specified in this section.
- 1.2 Scope of Work: Furnish all necessary materials, labor and equipment for the complete installation of concrete walks, as shown on the drawings and specified herein. Provide all necessary supplementary items for a complete installation intended by documents.

## 1.3 Quality Assurance:

- A. Codes and Standards: Comply with local governing regulations if more stringent than herein specified.
- B. Concrete formwork, reinforcing steel, and related items shall be in accordance with the following:
  - 1. ACI 304 "Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete"
  - 2. ACI 305 "Recommended Practice for Hot Weather Concreting"
  - 3. ACI 306R "Recommended Practice for Cold Weather Concreting"
  - 4. ACI 315 "Manual of Standard Practice for Concrete Formwork"
  - 5. ACI 318 "Building Code Requirements for Reinforced Concrete".
  - 6. Concrete Reinforcing Steel Institute, "Manual of Standard Practice".
  - 7. ASTM C33 "Concrete Aggregates"
  - 8. ASTM C150 "Portland Cement"
  - 9. ASTM C260 "Air Entraining Admixtures for Concrete"
  - 10. ASTM C94 "Ready-Mixed Concrete"
- C. Mixing and Transporting Concrete: In accordance with "Specifications for Ready Mixed Concrete" (ASTM C 94) except complete discharge from the hauling containers within 60 minutes after the cement has been added to the aggregate and water in the mixer.
- D. Allowable Tolerances: Flatwork true to plane 1/8 inch in 10 feet. No open paving shall pond water.
- E. Testing:
  - Laboratory shall prepare and furnish to the A/E, in triplicate, reports of concrete mix and all inspection and testing complete with summary of results. Laboratory also furnishes copy of all reports to the concrete supplier.
  - 2. Contractor shall furnish samples of the various materials and the concrete mix for laboratory test.

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

## 1.4 Submittals:

- A. Detailed shop drawings, showing layout, sizes, arrangements, bar supports, etc. for all reinforcing steel, joints, curbs, etc.
- B. Submit to A/E in writing concrete curing method for A/E approval.
- C. Furnish samples, manufacturer's product data and test reports.
- D. Submit in accordance with requirements of Division 1.
- 1.5 Storage of Materials: Store all paving related materials above ground on suitable supports and keeps free of foreign materials, corrosion, damage, etc.

#### PART 2: PRODUCTS

### 2.1 Materials:

- A. Forms: Steel, wood, or other suitable material of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal. Use straight forms, free of distortion and defects.
  - 1. Use flexible spring steel forms or laminated boards to form radius bends as required.
  - 2. Coat forms with a non-staining form release agent that will not discolor or deface surface of concrete.
- B. Welded Wire Mesh: Welded plain cold-drawn steel wire fabric, ASTM A185, (70,000 psi yield point).
  - 1. Furnish in flat sheets, not rolls, unless otherwise acceptable to
- C. Reinforcing Bars: Deformed steel bars, ASTM A 615, Grade 60, (60,000 psi yield point).

- D. Joint Dowel Bars: Plain steel bars, ASTM A 615, Grade 40. Cut bars true to length with ends square and free of burrs.
- E. Tie Wire: Annealed steel, black, 16 gauge minimum.
- 2.2 Concrete: ASTM C 94. HIGH EARLY STRENGTH.
  - A. Cement: Type I, ASTM C I50.
  - B. Admixture:
    - 1. Water reducing Admixture: ASTM C 494, Type A: Eucon WR-75 by Euclid Chemical Co., Pozzolith 300 N by Master Builders, Plastocrete 160 by Silea Chemical Corporation or approved equal.
    - 2. Water Reducing, Retarding Admixture: ASTM C 494 Type D: Eucon Retarder 75 by Euclid Chemical Co., Pozzolith 300-R by Master Builders, Plastiment by Silea Chemical Co. or approved equal.
    - 3. Air Entraining: ASTM C 260, Master Builders MB-VR, Chem-Masters Adz-air, Glifford-Hill Air-Tite, or approved equal, at exterior paving only.
  - C. Fine Aggregate: Sand, ASTM C 33.
  - D. Coarse Aggregate: Gravel, ASTM C 33, size number 47 (1 inch to No. 4).
  - E. Water: Clean and free from oil, alkali, sugar or other deleterious substances.
  - F. Slump: Maximum 4 inches.
  - G. Air Content: 6% +/- I% in exterior exposed concrete only. H. Mix Proportioning:
    - 1. 7 day compressive strength of moist cured laboratory samples, 3000 psi minimum.
    - 2. Minimum Cement Content: 540 pounds per cubic yard.
    - 3. Admixture: Use in accordance with manufacturer's recommendations.
- 2.3 Curing Material: ASTM C 171, waterproof paper or polyethylene film.
- 2.4 Mixes: ASTM C 94. Mix concrete only in quantities for immediate use. Do not retemper or use set concrete.
- 2.5 Expansion Joint Materials: Expansion Joint Filler: Redwood or Treated Wood Strips.

## PART 3: EXECUTION

- 3.1 Surface Preparation:
  - A. Remove loose material from compacted subbase surface immediately before placing concrete.

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

### 3.2 Form Construction:

- A. Set forms to required grades and lines, rigidly braced and secured. Install sufficient quantity of forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.
- B. Check completed formwork for grade and alignment to following tolerances:
  - 1. Top of forms not more than 1/8" in 10'.
  - 2. Vertical face on longitudinal axis, not more than 1/4" in 10'.
- C. Clean forms after each use, and coat with form release agent as often as required to ensure separation from concrete without damage.

## 3.3 Placing Reinforcement:

- A. Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars", for details and methods of reinforcement placement and supports, and as herein specified.
- B. Clean Reinforcement of loose rust and mill scale, earth, ice, and other materials, which reduce or destroy bond with concrete.
- C. Accurately position, support and secure reinforcement against displacement by formwork, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as required.
- D. Place Reinforcement as shown on plans or to obtain at least minimum coverage for concrete protection. Arrange, space and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, and toward exposed concrete surfaces.
- E. Install welded wire fabric in as long lengths as practicable. Lap adjoining pieces at least on full mesh and lace splices with wire. Offset end laps in adjacent widths to prevent continuous laps in either direction.

### 3.4 Concrete Placement:

- A. General: Comply with specifications herein for mixing and placing concrete.
- B. Do not place concrete until subbase and forms have been checked for line and grade. Moisten subbase if required to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.

- C. Place concrete using methods, which prevent segregation of mix. Consolidate concrete along face of forms and adjacent to transverse joints with internal vibrator. Use only square-faced shovels for hand-spreading and consolidation. Consolidate with care to prevent dislocation of reinforcing, dowels, and joint devices.
- D. Deposit and consolidate concrete in a continuous operation between transverse joints, until complete section has been placed. Where complete section cannot be placed or if interrupted for more than 1/2-hour, place a construction joint.

#### 3.5 Joints:

- A. General: Construct expansion, weakened-plane (contraction), and construction joints true-to-line with face perpendicular to surface of concrete. Construct transverse joints at right angles to the centerline, unless otherwise indicated. When joining existing structures, place transverse joints to align with previously placed joints, unless otherwise indicated.
- B. Weakened-Plane (Contraction) Joints: Provide weakened-plane (contraction) joints, sectioning concrete into areas as shown on drawings. Construct weakened-plane joints for a depth equal to at least 1/4 concrete thickness, as follows:
  - 1. Tooled Joints: Form weakened-plane joints in fresh concrete by grooving top portion with a recommended cutting tool and finishing edges with a jointer.
  - 2. Sawed Joints: Form weakened-plane joints using powered saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut joints into hardened concrete as soon as surface will not be torn, abraded, or otherwise damaged by cutting action.
  - 3. Inserts: Use embedded strips of metal or sealed wood to form weakened-plane joints. Set strips into plastic concrete and carefully remove strips after concrete has hardened.
- C. Construction Joints: Place construction joints at end of placements and at locations where placement operations are stopped for a period of more than 1/2-hour, except where such placements terminate at expansion joints.
  - 1. Construct joints as shown or, if not shown, use standard metal keyway-section forms.
  - 2. Where load transfer-slip dowel devices are used install so that one end of each dowel bar is free to move.
- D. Expansion Joints: Provide joint filler for expansion joints abutting concrete curbs, catch basins, manholes, inlets, structures, walks and other fixed objects, unless otherwise indicated.
  - 1. Locate expansion joints as indicated on Drawings.
  - 2. Extend joint fillers full-width and depth of joint.

- 3. Furnish joint fillers in one-piece lengths for full width being placed.
- Protect top edge of joint filler during concrete placement.

# E. Joint Fillers (Installation):

- Clean joint surfaces immediately before installation of joint fillers.
- 2. Tool each side of expansion joint filler of abutting edge to concrete to achieve smooth and consistent radius edge.

## 3.6 Concrete Finishing:

- A. After striking-off and consolidating concrete, smooth surface by screening and floating. Use hand methods only where mechanical floating is not possible. Adjust floating to compact surface and produce uniform texture.
- B. After floating, test surface for trueness with a 10' straight edge. Distribute concrete as required to remove surface irregularities, and refloat repaired areas to provide a continuous smooth finish.
- C. Work edges of slabs, gutters, back top edge of curb, and formed joints with an edging tool, and round to 1/2" radius, unless otherwise indicated. Eliminate tool marks on concrete surface.
- D. After completion of floating and troweling when excess moisture or surface sheen has disappeared, complete surface finishing, as follows:
  - 1. Broom finish, by drawing a fine-hair broom across concrete surface, perpendicular to line of traffic. Repeat operation if required to provide a fine line texture acceptable to A/E.
  - 2. On inclined slab surfaces, provide a coarse, non-slip finish scoring surface with a stiff-bristled broom, perpendicular to line of traffic
  - 3. Burlap finish, by dragging a seamless strip of damp burlap across concrete, perpendicular to line of traffic. Repeat operation to provide a gritty texture acceptable to A/E.
- E. Do not remove forms for 24 hours after concrete has been placed. after form removal, clean ends of joints and point-up any minor honeycombed areas. Remove and replace areas or sections with major defects, as directed by A/E.

# 3.7 Curing Concrete - General:

- A. Prior to installation of concrete walks contractor shall submit in writing concrete curing method to be used to A/E for approval.
- B. Protect freshly placed concrete from premature drying and excessive cold or hot temperature, and maintain without drying at relatively constant temperature for period of time necessary for hydration of the cement and proper hardening of concrete.
- C. Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing. Weather permitting; keep continuously moist for not less than 72 hours.

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

## 3.8 Curing Methods:

- A. Moisture Curing: Covering concrete surface with specified absorptive cover, thoroughly saturating cover with water, and keeping continuously wet. Place absorptive cover so as to provide coverage of concrete surfaces and edges with a 4" lap over adjacent absorptive covers.
- B. Temperature of Concrete During Curing
  - 1. Maintain concrete temperature as uniformly as possible, and protect from rapid atmospheric temperature changes. Avoid temperature changes in concrete, which exceed 5 degrees F. in any one hour and 50 degrees F. in any 24-hour period.
  - 2. Comply with requirements of ACI 305 and 306.
- C. Protection from Injury: During curing period, protect from damaging mechanical disturbances including load stresses, heavy shock, excessive vibration, and from damage.

## 3.9 Repairs and Protection:

- A. Contractor shall provide the necessary protection to prevent vandalism or damage to concrete finish. Damage and/or vandalism of concrete finish will be cause for rejection of affected paving. Patching or topping is unacceptable. Removal and replacement of any such rejected paving will be at Contractor's expense, including any charges for retesting.
- B. Repair or replace broken or defective concrete, as directed by A/E.
- C. Protect concrete from damage until acceptance of work. Exclude traffic from pavement for at least 7 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Sweep concrete pavement and wash free of stains, discolorations, dirt and other foreign material just prior to final inspection.

## SECTION 02514: PORTLAND CEMENT CONCRETE PAVING

## PART 1: GENERAL

- 1.1 Related Documents: The general provisions of the Contract (General and Supplementary and other Conditions, Division 0) and Division 1 as appropriate, apply to work specified in this section.
- Scope of Work: Work Included: Furnish all necessary materials, labor and equipment for the complete installation of portland cement concrete paving, as shown on the drawings and specified herein. Provide all necessary supplementary items for a complete installation intended by documents. Prepared sub-base as specified elsewhere herein.

# 1.3 Quality Assurance:

- A. Codes and Standards: Comply with local governing regulations if more stringent than herein specified.
- B. Concrete formwork, reinforcing steel, and related items shall be in accordance with the following:
  - 1. ACI 304 "Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete"
  - ACI 305 "Recommended Practice for Hot Weather Concreting"
  - 3. ACI 306R "Recommended Practice for Cold Weather Concreting"
  - ACI 315 "Manual of Standard Practice for Concrete Formwork"
  - 5. ACI 318 "Building Code Requirements for Reinforced Concrete".
  - 6. Concrete Reinforcing Steel Institute, "Manual of Standard Practice".
  - 7. ASTM C33 "Concrete Aggregates"
  - 8. ASTM C150 "Portland Cement"
  - 9. ASTM C260 "Air Entraining Admixtures for Concrete"
  - 10. ASTM C94 "Ready-Mixed Concrete"
- C. Mixing and Transporting Concrete: In accordance with "Specifications for Ready Mixed Concrete" (ASTM C 94) except complete discharge from the hauling containers within 60 minutes after the cement has been added to the aggregate and water in the mixer.
- D. Allowable Tolerances: Flatwork true to plane 1/8 inch in 10 feet. No open paving shall pond water.
- E. Testing:
  - Laboratory shall prepare and furnish to the A/E, in triplicate, reports of concrete mix and all inspection and testing complete with summary of results. Laboratory also furnishes copy of all reports to the concrete supplier.
  - 2. Contractor shall furnish samples of the various materials and the concrete mix for laboratory test.

- 3. The required laboratory testing and control shall be as follows:
  - a. Prepare and furnish the concrete mixes to be used for all concrete on this job.
  - b. Test gradation of aggregate used in the concrete mix for compliance with the specifications.
  - c. Make concrete cylinders to perform compressions tests of cylinders taken from concrete used on the job. Make a minimum of 2 sets of cylinders per day or one set of cylinders per 50 yards, whichever is greater. Each set shall consist of 2 cylinders. Make compression tests at 7 days with both cylinders of each set.
  - d. Make a minimum of 4 slump tests per day or one per 25 yards, whichever is greater.
- 4. If tests indicate insufficient concrete strength and if additional tests are ordered (cores, etc.), Contractor shall pay for such additional tests.
- Submittals: Detailed shop drawings, showing layout, sizes, arrangements, bar supports, etc. for all reinforcing steel, joints, curbs, etc. Furnish samples, manufacturer's product data, test reports, and materials certifications for joint fillers and sealers. Submit in accordance with requirements of General Conditions for all paving accessories incorporated into the work.
- 1.5 Storage of Materials: Store all paving related materials above ground on suitable supports and keep free of foreign materials, corrosion, damage, etc.

## PART 2: PRODUCTS

## 2.1 Materials:

- A. Forms: Steel, wood, or other suitable material of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal. Use straight forms, free of distortion and defects.
  - 1. Use flexible spring steel forms or laminated boards to form radius bends as required.
  - 2. Coat forms with a non-staining form release agent that will not discolor or deface surface of concrete.
- B. Welded Wire Mesh: Welded plain cold-drawn steel wire fabric, ASTM A185, (70,000 psi yield point).
  - 1. Furnish in flat sheets, not rolls, unless otherwise acceptable to A/E.
- C. Reinforcing Bars: Deformed steel bars, ASTM A 615, Grade 60, (60,000 psi yield point).
- D. Joint Dowel Bars: Plain steel bars, ASTM A 615, Grade 40. Cut bars true to length with ends square and free of burrs.
- E. Tie Wire: Annealed steel, black, 16 gauge minimum.

## 2.2 Concrete Materials:

- A. Expansion Joint Filler: Non-extruding, resilient bituminous joint filler conforming to AASHTO M 213, ASTM D1751 or FS-HH-E-341 Type I. Preformed strips from cane or other cellular fiber uniformly saturated with bituminous binder.
- B. Joint Sealer: Hot poured asphaltic mineral filler to conform to La. DOTD.
- C. Epoxy Resin Grout: FS MMM-G-650.
- D. Metal Keys: Heckman No. 95, 16 gage tongue and groove joint, or approved equal, with both stake pin and dowel holes. Provide No. 88, 18 gage tapered channel type stake pins, 15 inches long. Provide approved type metal bar supports as indicated on Drawings.
- 2.3 Precast Concrete Items (Curbs, Wheel Stops): May be standard manufactured precast concrete of similar sizes; verify with A/E, or concrete (cast-in-place) as dimensioned on Drawings.
- 2.4 Concrete: ASTM C 94. HIGH EARLY STRENGTH.
  - A. Cement: Type I, ASTM C I50.
  - B. Admixture:
    - 1. Water reducing Admixture: ASTM C 494, Type A: Eucon WR-75 by Euclid Chemical Co., Pozzolith 300 N by Master Builders, Plastocrete 160 by Silea Chemical Corporation.
    - 2. Water Reducing, Retarding Admixture: ASTM C 494 Type D: Eucon Retarder 75 by Euclid Chemical Co., Pozzolith 300-R by Master Builders, Plastiment by Silea Chemical Co.
    - 3. Air Entraining: ASTM C 260, Master Builders MB-VR, Chem-Masters Adz-air, Glifford-Hill Air-Tite, or approved equal, at exterior paving only.
  - C. Fine Aggregate: Sand, ASTM C 33.
  - D. Coarse Aggregate: Gravel, ASTM C 33, size number 47 (1 inch to No.4).
  - E. Water: Clean and free from oil, alkali, sugar or other deleterious substances.
  - F. Slump: Maximum 4 inches.
  - G. Air Content: 6% +/- I% in exterior exposed concrete only.
  - H. Mix Proportioning:
    - 1. 7 day compressive strength of moist cured laboratory samples, 3000 psi minimum.
    - 2. Minimum Cement Content: 540 pounds per cubic yard.
    - 3. Admixture: Use in accordance with manufacturer's recommendations.
- 2.5 Curing Material: Concrete shall be cured using one of the following methods:

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

- B. Ponding, continuous sprinkling, application of sand kept continuously wet, or application of other moisture-retaining covering.
- C. ASTM C 309, clear liquid membrane curing material may be utilized provided it is compatible with all concrete finishes. Verify with all manufacturers concerned. Master seal by Master Builders, Ecocure by Euclid Chemical Co., Clear Seal by W.R. Grace.
- 2.6 Mixes: ASTM C 94. Mix concrete only in quantities for immediate use. Do not retemper or use set concrete.

#### PART 3: EXECUTION

# 3.1 Surface Preparation:

- A. Remove loose material from compacted sub-base surface immediately before placing concrete.
- B. Proof-roll prepared sub-base surface to check for unstable areas and need for additional compaction. Do not begin paving work until such conditions have been corrected and are ready to receive paving.

### 3.2 Form Construction:

- A. Set forms to required grades and lines, rigidly braced and secured. Install sufficient quantity of forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.
- B. Check completed formwork for grade and alignment to following tolerances:
  - 1. Top of forms not more than 1/8" in 10'.
  - 2. Vertical face on longitudinal axis, not more than 1/4" in 10'.
- C. Clean forms after each use, and coat with form release agent as often as required to ensure separation from concrete without damage.

# 3.3 Placing Reinforcement:

- A. Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars", for details and methods of reinforcement placement and supports, and as herein specified.
- B. Clean Reinforcement of loose rust and mill scale, earth, ice, and other materials, which reduce or destroy bond with concrete.
- C. Accurately position, support and secure reinforcement against displacement by formwork, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as required.
- D. Place Reinforcement as shown on plans or to obtain at least minimum coverage for concrete protection. Arrange, space and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.

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

## 3.4 Concrete Placement:

- A. General: Comply with specifications herein for mixing and placing concrete.
- B. Do not place concrete until sub-base and forms have been checked for line and grade. Moisten sub-base if required to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
- C. Place concrete using methods, which prevent segregation of mix. Consolidate concrete along face of forms and adjacent to transverse joints with internal vibrator. Use only square-faced shovels for hand-spreading and consolidation. Consolidate with care to prevent dislocation of reinforcing, dowels, and joint devices.
- D. Deposit and consolidate concrete in a continuous operation between transverse joints, until complete section has been placed. Where complete section cannot be placed or if interrupted for more than 1/2-hour, place a construction joint.
- E. Curbs and Gutters: Automatic machine may be used for curb placement at Contractor's option. If machine placement is to be used, submit revised mix design and laboratory test results, which meet or exceed minimums specified. Machine placement must produce curbs and gutters to required cross-section, lines, grades, finish, and jointing as specified for formed concrete. If results are not acceptable, remove and replace with formed concrete as specified.

## 3.5 Joints:

- A. General: Construct expansion, weakened-plane (contraction), and construction joints true-to-line with face perpendicular to surface of concrete. Construct transverse joints at right angles to the centerline, unless otherwise indicated. When joining existing structures, place transverse joints to align with previously placed joints, unless otherwise indicated.
- B. Weakened-Plane (Contraction) Joints: Provide weakened-plane (contraction) joints, sectioning concrete into areas as shown on drawings. Construct weakened-plane joints for a depth equal to at least 1/4 concrete thickness, as follows:
  - 1. Tooled Joints: Form weakened-plane joints in fresh concrete by grooving top portion with a recommended cutting tool and finishing edges with a jointer.

- 2. Sawed Joints: Form weakened plane joints using powered saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut joints into hardened concrete as soon as surface will not be torn, abraded, or otherwise damaged by cutting action.
- 3. Inserts: Use embedded strips of metal or sealed wood to form weakened-plane joints. Set strips into plastic concrete and carefully remove strips after concrete has hardened.
- C. Construction Joints: Place construction joints at end of placements and at locations where placement operations are stopped for a period of more than 1/2-hour, except where such placements terminate at expansion joints.
  - 1. Construct joints as shown or, if not shown, use standard metal keyway-section forms.
  - 2. Where load transfer-slip dowel devices are used install so that one end of each dowel bar is free to move.
- D. Expansion Joints: Provide premolded joint filler for expansion joints abutting concrete curbs, catch basins, manholes, inlets, structures, walks and other fixed objects, unless otherwise indicated.
  - 1. Locate expansion joints as indicated on Drawings.
  - 2. Extend joint fillers full-width and depth of joint, and not less than 1/2" or more than 1" below finished surface where joint sealer is indicated.
  - 3. Furnish joint fillers in one-piece lengths for full width being placed, wherever possible. Where more than one length is required, lace or clip joint filler sections together.
  - 4. Protect top edge of joint filler during concrete placement with a metal cap or other temporary material. Remove protection after concrete has been placed on both sides of joint.
- E. Joint Fillers and Sealers (Installation):
  - 1. Clean joint surfaces immediately before installation of joint fillers and sealant. Remove dirt, insecure coatings, moisture and other substrates, which could interfere with bond of sealant.
  - 2. Prime or seal joint surfaces where indicated, and where recommended by sealant manufacturer. Confine primer/sealer to areas of sealant bond; do not allow spillage or migration onto adjoining sources.
- F. Keyways: Provide keyways minimum 1 1/2 inches deep where indicated on paving plan.

## 3.6 Concrete Finishing:

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

- B. After floating, test surface for trueness with a 10' straight edge. Distribute concrete as required to remove surface irregularities, and refloat repaired areas to provide a continuous smooth finish.
- C. Work edges of slabs, gutters, back top edge of curb, and formed joints with an edging tool, and round to 1/2" radius, unless otherwise indicated. Eliminate tool marks on concrete surface.
- D. After completion of floating and troweling when excess moisture or surface sheen has disappeared, complete surface finishing, as follows:
  - 1. Broom finish, by drawing a fine-hair broom across concrete surface, perpendicular to line of traffic. Repeat operation if required to provide a fine line texture acceptable to A/E.
  - 2. On inclined slab surfaces, provide a coarse, non-slip finish by scoring surface with a stiff-bristled broom, perpendicular to line of traffic.
  - 3. Burlap finish, by dragging a seamless strip of damp burlap across concrete, perpendicular to line of traffic. Repeat operation to provide a gritty texture acceptable to A/E.
- E. Do not remove forms for 24 hours after concrete has been placed. After form removal, clean ends of joints and point-up any minor honeycombed areas. Remove and replace areas or sections with major defects, as directed by A/E.

# 3.7 Curing Concrete - General:

- A. Protect freshly placed concrete from premature drying and excessive cold or hot temperature, and maintain without drying at relatively constant temperature for period of time necessary for hydration of the cement and proper hardening of concrete.
- B. Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing. Weather permitting; keep continuously moist for not less than 72 hours.
- C. Begin final curing procedures immediately following initial curing and before concrete has dried. Final curing shall continue for at least seven (7) consecutive days maintaining concrete exposure air temperature above 50 degrees F. Avoid rapid drying at the end of final curing period.

# 3.8 Curing Methods:

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

- a. Keeping surfaces of concrete continuously wet by covering with water.
- b. Continuous water-fog spray.
- c. Covering concrete surface with specified absorptive cover, thoroughly saturating cover with water, and keeping continuously wet. Place absorptive cover so as to provide coverage of concrete surfaces and edges with a 4" lap over adjacent absorptive covers.
- 2. Moisture Cover Curing Cover concrete surfaces with specified moisture-retaining cover for curing concrete, placing in widest practicable width with sides and ends lapped at least 3" and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during the curing period using cover material and waterproof tape.
- 3. Liquid Membrane Curing:
  - a. Apply approved membrane-forming curing compound to damp concrete surfaces as soon as water film has disappeared. Apply uniformly in two-coat continuous operation by power spray equipment in accordance with manufacturer's directions. Recoat areas, which are subjected to heavy rainfall, within three (3) hours after initial application. Maintain continuity of coating and repair damage during entire curing period.
  - Do not use membrane curing compounds on surfaces which are to be covered with coating material applied directly to concrete or with covering material bonded to concrete.
- B. Temperature of Concrete During Curing
  - 1. Maintain concrete temperature as uniformly as possible, and protect from rapid atmospheric temperature changes. Avoid temperature changes in concrete, which exceed 5 degrees F. in any one hour and 50 degrees F. in any 24-hour period.
  - 2. Comply with requirements of ACI 305 and 306.
- C. Protection from Injury: During curing period, protect from damaging mechanical disturbances including load stresses, heavy shock, excessive vibration, and from damage.
- 3.9 Repairs and Protection:
  - A. Contractor shall provide the necessary protection to prevent vandalism or damage to concrete finish. Damage and/or vandalism of concrete finish will be cause for rejection of affected paving. Patching or topping is unacceptable. Removal and replacement of any such rejected paving will be at Contractor's expense, including any charges for retesting.
  - B. Repair or replace broken or defective concrete, as directed by A/E.

- C. Protect concrete from damage until acceptance of work. Exclude traffic from pavement for at least 7 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Sweep concrete pavement and wash free of stains, discolorations, dirt and other foreign material just prior to final inspection.

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

### PART 1: GENERAL

- 1.1 Related Documents: The general provisions of the Contract, including the conditions of the Contract (General, Supplementary, and other conditions, Division 0), and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 Scope of Work: Furnish all necessary materials, labor and equipment for the complete installation of all portland cement concrete walks, drives and incidental paving work, as shown on the Drawings and specified herein. Provide all necessary supplementary items for a complete installation intended by documents.

### 1.3 Provisions:

- A. All work shall comply with applicable provisions of the State of Louisiana Department of Transportation and Development latest edition "Louisiana Standard Specifications for Roads and Bridges" (DOTD), except as modified herein.
- B. Where DOTD is modified herein, unaltered provisions of standard specifications shall remain in effect.
- C. Where general provisions (General, Supplementary Conditions, etc.) of this specification conflict with DOTD, this specification shall govern. DOTD provisions not affected shall remain as part of contract.
- D. Whenever the "Department" is referenced in DOTD, change to read the "A/E" and/or the "Owner" as applicable throughout.

### PART 2: PRODUCTS

- 2.1 Materials: All materials shall comply with the DOTD Section 706 entitled, "Concrete Walks, Drives, and Incidental Paving", and "Curbs and Gutters", and "Base Course" as required. Fly ash will not be allowed in the concrete mix.
- All concrete shall be Portland Cement Concrete, Class M, 3,000 psi concrete at 28 days, a minimum cement content of 470 lbs. per cubic yard, and a maximum slump of 4".

#### PART 3: EXECUTION

- 3.1 Workmanship: All workmanship shall comply with the DOTD sections listed above.
- 3.2 Acceptance of Work: Work will not be acceptable if it does not meet the requirements for 100% payment, as indicated in DOTD.

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

## SECTION 02525: CURBS

## PART 1: GENERAL

- 1.1 Summary: Provide curbs along edges of roadways and compacted gravel base.
  - A. Granite curbs.
  - B. Precast concrete curbs.
- 1.2 Submittals: Submit for approval product data, mock-ups, and test reports.
- 1.3 Quality Assurance: Comply with governing codes and regulations. Provide products of acceptable manufacturers, which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

## PART 2: PRODUCTS

- 2.1 Materials:
  - A. Granite: Vertical sound granite curbstone, 6" by 18" with sawn top and split face. Special shapes as required.
  - B. Precast concrete: Sound units 6" by 18" by 6' long with smooth form finish. Special shapes as required.
  - C. Joints:
    - 1. Portland cement mortar.
    - Open joints.

## PART 3: EXECUTION

- 3.1 Installation:
  - A. Install curbing in strict compliance with local Standard Specifications for Highways and Bridges.
  - B. Set curbs on compacted gravel subbase with joints between stones from 1/8" to 3/4" wide. Point joints with mortar and clean curbs.

# SECTION 02584: PAVEMENT MARKINGS (ROADWAY AND PARKING)

## PART 1: GENERAL

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- Scope of Work: Work Included: Furnish all necessary materials, labor and equipment for the complete installation of roadway and parking pavement markings, as shown on the drawings and specified herein. Provide all necessary supplementary items for a complete installation intended by documents.
- 1.3 Quality Assurance:
  - A. Include, on label of containers, manufacturer's name, type of paint, manufacturer's stock number, color, instructions.
  - B. Submit, in accordance with requirements of General Conditions, certification or literature from manufacturer that materials furnished meet or exceed specification requirements.
- 1.4 Environmental Conditions: Comply with manufacturers recommendations as to environmental conditions under which markings are to be applied. Apply no markings when the ambient air temperature is below 40 degrees Fahrenheit or when there is moisture on the pavement surface.

#### PART 2: PRODUCTS

2.1 Traffic Paint: PPG Traffic and Zone Marking Paint. Color for all asphaltic paving shall be white and color for all concrete paving shall be yellow, unless specifically noted otherwise. Striping for handicap stalls and symbols shall be blue.

## PART 3: EXECUTION

Inspection: Examine pavements for conditions that will adversely affect execution, permanence, or quality of work and which cannot be put into an acceptable condition through preparatory work as included herein. Do not proceed with surface preparation or coating application until conditions are suitable.

- 3.2 Surface Preparation: Strictly follow manufacturer's surface preparation recommendations for all surfaces. Clean pavement surfaces of all dirt, grease, oil, curing compound, loose or unsound layers, and any other material that would reduce the adhesion of the markings to the pavement. Clean by approved methods and maintain surfaces in clean condition until placement of markings.
- 3.3 Application:
  - A. Strictly follow markings manufacturer's application recommendations and information.
  - B. Application Equipment: Brush, marking machine, or spray as approved by A/E.
  - C. Locations: Apply markings as indicated on the Drawings.
  - D. Apply two coats of paint in straight lines for all parking spaces as indicated on Drawings, 4-inch width. Finished lines shall have well defined edges and be free of waviness.
- 3.4 Cleaning: Touch-up and restore finish where damaged. Remove spilled, splashed or splattered paint from all surfaces.

SECTION 02612: CONCRETE PIPE

PART 1: GENERAL

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 Scope of Work: This section covers materials for concrete pipe for storm drainage systems.

#### PART 2: PRODUCTS:

- 2.1 Reinforced Concrete Pipe: Reinforced concrete pipe shall conform to ASTM C76, Class 3, wall "B" thickness; bell and spigot type up to and including 48" diameter and tongue and groove type for pipe greater than 48" diameter. All arch pipe shall have tongue and groove joints. All joints of pipe greater than 43 inch round and equivalent arch pipe shall be banded with metal straps on three sides in accordance with manufacturers' requirements.
- 2.2 Unreinforced Concrete Pipe: Unreinforced concrete pipe shall conform ASTM C-14. Joints are to be bell and spigot.
- Joints for bell and spigot pipe to be rubber gaskets conforming to ASTM C-443. The lubricant shall be the type recommended by the manufacturer for tongue and groove joints, the cold applied plastic joint sealing compound shall conform to Federal Specification SS-S-00210.

## PART 3: EXECUTION:

NONE

SECTION 02622E: POLYVINYL CHLORIDE PIPE (PVC) (E)

## PART 1: GENERAL

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 Scope of Work: This section covers materials for PVC pipe and fitting for water mains, sewage force mains, gravity sewerage systems, and storm drainage.

### PART 2: PRODUCTS

## 2.1 Materials:

- A. Wastewater and Stormwater Gravity Lines
  - 1. Pipe: All PVC pipe shall be specifically designed to carry domestic sewage by gravity flow and shall meet the requirements of ASTM D-3034 (latest revision) with a maximum SDR of 26 and a minimum F/Y stiffness of 115 psi as tested in conformance with ASTM D-2412 (latest revision) for sizes up to and including 15". Pipes 18" and larger shall meet requirements of ASTM F-679-80.
  - 2. Joints: All joints shall consist of an integral bell with a factory installed "locked in" gasket. The spigot end of each joint shall be factory beveled.
  - 3. Fittings: All fittings shall be standard manufacturer fittings approved by the pipe manufacturer for use on his pipe. All fittings shall meet the requirements of the pipe. All fittings shall be of the same or greater strength as the pipe.
  - 4. Caps and Permanent Plugs: Caps and permanent plugs for sewerage service line shall be as manufactured by Vassalko or approved equal; and shall meet the requirements set forth in ASTM D-3034.

### B. Water Lines:

- 1. 14" and Larger: PVC pipe 14" and larger shall be UNI-B-11-84 minimum pressure 150 psi; maximum DR of 18.
- 2. 4" thru 12": PVC pipe 4" and greater shall be AWWA C-900 DR18 integral bell with locked gaskets and ductile iron O.D.
- 3. Smaller than 4:
  - a. PVC pipe shall be Schedule 40, conforming to the requirements of ASTM D1784, Type I, Grade I and ASTM D1785.
  - b. PVC fittings shall be Schedule 40 socket type, conforming to the requirements of ASTM D1784, Type I, Grade 1 and ASTM D2466.

## C. Wastewater Pressure Lines:

- 1. Pipe: PVC pipe up to and including 12" shall be specifically designed to carry domestic sewage by pumping and shall conform to the requirements of ASTM D2241 for PVC plastic pipe for PR 160 with a maximum SDR of 26. Pipe and fitting compound shall conform to ASTM D1784.
- 2. PVC pipe 14" to 24" shall conform to UNI-B-11 DR25.
- 3. PVC pipe 24" to 30" shall conform to UNI-B-11 DR 25.
- 4. Joints to be locked in gasket type that conforms to ASTM F477.

#### D. Restrained Joints:

- 1. Polyvinyl chloride (PVC) pipe (4" to 10") shall be restrained using the Series 5500 mechanical joint thrust restraint as manufactured by EBAA Iron, Inc., or approved equal.
- Polyvinyl chloride (PVC) pipe (14" to 24") shall be restrained using the Series 1100 PV or 1100 HV MEGALUG mechanical joint thrust restraint as manufactured by EBAA Iron, Inc., or series 1300 or 1350 large diameter restrainers as manufactured by Uni-Flange, a Division of NAPPCO, Inc., or approved equal.
- 3. The EBAA Iron Series 5500, 1100 PV or 1100 HV MELUG assembly shall be cast completely of closely controlled ductile iron conforming to ASTM A536, latest revision, and furnished with silicon bronze bolts, IFI 140, Grade 655. All bolts made of corrosion resistant steel and ductile iron will not be permitted. All glands and bolts shall be field coated with two (2) coats of coal tar epoxy, Koppers 300-M Bitumastic, or approved equal, with a minimum dry film thickness of eight (8) mils per coat.
- 4. Restraining glands shall be wrapped with an eight (8) mil thick polyethylene tube for additional protection. The polyethylene wrap shall extend a minimum of two feet (2') in either direction from the gland and secured on the end with circumferential turns of tape.
- 5. All restrained joints shall be inspected at the job site after installation. Field touch-up and repair if needed shall be made by the Contractor under the supervision and inspection of a representative of the coating supplier.
- 6. Follow manufacturers' specifications when installing the restrained joints. Using a torque wrench tighten bolts to recommended torque and in the proper sequence. Supplier to provide on-site training in the proper installation of joint restrainers.
- 7. The Uni-Flange series 1300 or 1350 large diameter restrainer assembly shall be manufactured of structural steel ASTM-A36 and furnished with silicon bronze bolts, IFI 140, Grade 655. All bolts made of corrosion resistant steel and ductile iron will not be permitted. All glands and bolts shall be field coated with

two (2) coats of coal tar epoxy, Koppers 300-M Bitumastic, or approved equal, with a minimum dry film thickness of eight (8) mils per coat.

E. Transition Couplings: Long body transition couplings, 12" minimum length, shall be used to connect new pipe to old pipe.

PART 3: EXECUTION: See other Sections.

# SECTION 02660D: DOMESTIC WATER SERVICE SYSTEM (Water Distribution)

## PART 1: GENERAL

- 1.1 Summary: Provide an operating underground, exterior water service piping system. Include piping, control valves, and anchorages.
- 1.2 Submittals: Submit for approval shop drawings, product data, and test reports.
- Quality Assurances: Comply with governing codes and regulations. Provide products of acceptable manufacturers, which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

## PART 2: PRODUCTS

## 2.1 Materials:

- A. Pressure pipe: Cast-iron pipe, AWWA C106.
- B. Control valves: Gate, check and butterfly valves with 150 psi minimum working pressure unless greater working pressure required at site.
- C. Water meter: Local utility company standard for service required.
- D. Anchorage: Steel and concrete.

## PART 3: EXECUTION

#### 3.1 Installation:

- A. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials and systems in proper relation with adjacent construction. Coordinate with work of other sections.
- B. Test for proper operation. Clean and protect work from damage.

SECTION 02720: STORM SEWERAGE SYSTEMS

#### PART 1: GENERAL

- 1.1 Related Requirements: Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 Scope of Work: Furnish all labor, equipment, and incidentals required, and install in the locations shown on the Drawings, all piping, fittings, and appurtenances for storm sewerage systems as specified.
- 1.3 General: Material and Equipment
  - A. Conform to applicable specifications and standards.
  - B. Comply with size, make, type, and quality specified, or as specifically approved in writing by the A/E.
  - C. Manufactured and Fabricated Products:
    - 1. Design and fabricate, and assemble in accordance with the best engineering and shop practices.
    - 2. Manufacture like parts of duplicate units to standard sizes and gages, to be interchangeable.
    - 3. Two or more items of the same kind shall be identical, by the same manufacturer.
    - 4. Products shall be suitable for service conditions.
  - D. Do not use material or equipment for any purpose other than that for which it is designed or is specified.
  - E. Comply with all local, state and federal laws and regulations.
  - F. Furnish all necessary labor, material or equipment necessary for compliance with all requirements of this contract.
- Governing Standards: Installation shall conform to the latest standards of the governing authority. In the event of a conflict between these specifications and the latest standards of the Owner and/or governing authority, the latest standards of the Owner and/or governing authority shall govern.

#### PART 2: PRODUCTS

Piping and other materials are specified elsewhere.

## PART 3: EXECUTION

## 3.1 Unknown Utilities:

- A. The drawings attempt to indicate the location of all known underground facilities within the limits of the work. However, the Contractor shall be responsible to inspect the entire project to verify all underground facilities and determine the existence of any additional facilities conflicting with his work. In addition the Contractor shall be required to prospect ahead of the work to locate and verify all under ground facilities.
- B. In the event the Contractor encounters an unknown underground facility in his operations and such an item will interfere with his work and will require removal and replacement or relocation, the Contractor shall immediately notify the A/E and Owner and/or appropriate governing authority, and arrange for relocation.
- 3.2 Coordination: Removal and replacement of drainage facilities shall be done in close coordination with the Owner and/or governing authority. Removal and replacement or relocation work shall be planned in advance so the inconvenience to the Owner and utility users caused by the disruption of service is minimized.

# 3.3 Handling:

- A. Pipe, fittings, and accessories shall be handled in a manner that will insure installation in sound, undamaged condition. Equipment, tools, and methods used in handling and installing pipe and fittings shall not damage the pipe and fittings. Hooks inserted in ends of pipe shall have broad, well-padded contact surfaces.
- B. All pipe coating, which has been damaged, shall be repaired by the Contractor before installing the pipe.

# 3.4 Cleaning:

- A. The interior of all pipe and fittings shall be thoroughly cleaned of foreign matter before being installed and shall be kept clean until the work has been accepted. Before jointing, all joint contact surfaces shall be wire brushed if necessary, wiped clean, and kept clean until jointing is completed.
- B. Precautions shall be taken to prevent foreign material from entering the pipe during installation. Debris, tools, clothing, or other materials shall not be placed in or allowed to enter the pipe.
- Inspection: Pipe and fittings shall be carefully examined for cracks and other defects immediately before installation; spigot ends shall be examined with particular care. All defective pipe and fittings shall be removed from the site of the work.

# 3.6 Laying Pipe:

- A. Lay all pipe in straight lines and on uniform grades. Rest pipe on a firm prepared bed with bells laid up grade. Insure position of pipe to proper grade by blocking or other means. Maintain lines laterally so that minimum of 66% of internal area is visible throughout total length of pipe between fittings.
- B. Lay pipe with sealed joints in accordance with manufacturer's recommendations; join so that spigot end enters to full depth of socket. No infiltration of soils will be allowed at joints.
- C. Install concrete pipe in accordance with applicable provisions of American Concrete Pipe Association "Concrete Pipe Installation Manual", unless otherwise indicated. All joints of pipe greater than 43 inch round and equivalent arch pipe shall be banded with metal straps on three sides in accordance with manufacturers' requirements.
- D. Keep pipe lines clean as the laying progresses and keep open ends securely stopped.
- E. Make connections into drainage structures with joints thoroughly sealed with mortar, so that no excess mortar remains inside pipe or basin to block flow of water.
- F. Pipe shall be protected from lateral displacement by placing the specified pipe embedment material. Under no circumstances shall pipe be laid in water and no pipe shall be laid under unsuitable weather or trench conditions.
- G. Pipe shall be laid with the bell ends facing the direction of laying except when reverse laying is specifically authorized by the A/E.
- H. Alignment and grade shall be as existed in removed and replaced pipe, unless otherwise indicated on the drawings or directed by the A/E.
- Piping Connections: Where corrugated steel pipe is to be joined with reinforced concrete pipe, corrugated steel pipe shall overlap the concrete pipe using pipe sizes as indicated on the drawings conforming to current local regulatory standards. Required diameters of corrugated steel pipe shall be specially fabricated if not otherwise available. The space between the steel pipe and the concrete pipe where the steel pipe overlaps, shall be filled with grout, except for the upstream 12 inch length of overlap. The upstream 12 inch length of overlay shall be tightened with a corrugated steel band so that there is no space between the corrugated steel pipe and the concrete pipe.

SECTION 02721: CATCH BASINS, GRATES & FRAMES

# PART 1: GENERAL

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 Scope of Work: Furnish all necessary materials, labor and equipment for the complete installation of catch basins, paved area drainage, site surface drainage and accessories, as shown on the Drawings and specified herein. Provide all necessary supplementary items for a complete installation intended by documents. Make revisions and tie-ins to existing lines, catch basins, grates, etc. as required to produce a complete drainage system and as shown on the Drawings. Modify existing catch basins to lower the top of casting elevation as shown on the Drawings. Clean and flush all existing drainage structures.

#### 1.3 Submittals:

- A. Submit Manufacturer's Literature and Installation Instructions.
- B. Submit in accordance with requirements of Division 1.
- 1.4 Product Handling: Protect materials during transportation, storage, and installation to avoid physical damage.

#### PART 2: PRODUCTS

- 2.1 Brick: ASTM C 62, Grade SW, common building brick.
- 2.2 Mortar: ASTM C 270, Type S, cement and mortar.
- 2.3 Gratings, Curb Inlets, Manhole Covers: East Jordan Iron Works, Neenah, or approved equal, ASTM A 48, Class 30 iron castings. Provide type and sizes with frames as indicated on the Drawings.
- 2.4 Concrete: As specified elsewhere herein.
- Substitutions: Equivalent equipment and materials of other manufacturers may be substituted on approval of the A/E. Request for substitution shall include manufacturer's descriptive information and evidence of satisfactory past performance. Substitutions shall meet or exceed the specified item in all respects. Submittals shall include comparison of the manufacturer's literature of both the specified item and the proposed substitution; all differences from the specified item shall be annotated. Substitutions, which change the generic type of material or equipment or fail to meet the performance criteria of the specified item, will not be approved.

# PART 3: EXECUTION

# 3.1 Trenching:

- A. Verify with A/E exact position of lines and catch basins. Re-route lines if necessary to protect trees, planting, other items to remain.
- B. Trenches shall be not less than 1% true to grade shown. Remove unsuitable material and replace with sand or gravel properly compacted.
- 3.2 Drainage Structures, Headwalls, Catch Basins:
  - A. Construct in accordance with the requirements of R & B, and with the locations, designs, and dimensions as indicated on the Drawings.
  - B. Lay bricks in full, close, shove joints of mortar.
  - C. Plaster inside and outside of structure with a coat or mortar 1/4 inch thick. Surface inverts and benches in structures with a 14 inch thick coat of mortar.
  - D. Set grates and frames in a full bed of mortar. Extend inlet and outlet pipes through the wall for sufficient distance beyond the outside surface to allow for connections. Construct concrete around them neatly, so as to prevent leakages along the outer surface.
  - E. No pipes, cables, or other structures shall be built into or through these structures except the attendant drainage pipes, indicated.
- 3.3 Examination: Notify the A/E in ample time to permit examination of completed underground piping before backfilling is commenced.
- 3.4 Backfilling: Take necessary precautions in backfilling to prevent disalignment of pipe, longitudinally, laterally, or vertically. Replace pipe damaged during backfilling and compacting. Conform to requirements for fill and backfill.

SECTION 02721E: DRAINAGE MANHOLES AND DROP INLETS

PART 1: SCOPE OF WORK

This work consists in the construction of all manholes and drop inlets in accordance with details, dimensions and grades shown on plans.

PART 2: GENERAL

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

PART 3: MATERIALS

As per Section 702 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition.

SECTION 02872: SITE FURNISHINGS

#### PART 1: GENERAL

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 Scope of Work: Furnish all necessary materials, labor and equipment for the complete installation of site furnishings and accessories including, but not limited to, concrete house keep slabs and vandal resistant non-corrosive anchors, as shown on the Drawings and specified herein. Provide all necessary supplementary items for a complete installation intended by documents.

# 1.3 Submittals:

- A. Submit shop drawings and manufacturer's literature for all items fabricated for this Project, showing sizes of items, finishes, methods of construction, and mounting details.
- B. Submit in accordance with requirements of Division 1.
- 1.4 Product Handling: Carefully handle and store all items of this Section to prevent damage to surfaces, edges, and finishes. Remove damaged items that cannot be restored to like-new condition and replace at no additional cost to the Owner.

# PART 2: PRODUCTS

2.1 Acceptable Manufacturers:

- A. For purpose of designating type and quality, Specifications are based on products manufactured by Traffic Safety Store, 1-800-429-9030, www.TrafficSafetyStore.com or approved equal.
- B. Subject to compliance with requirements acceptable manufacturer's shall submit for approval as equals.
- 2.2 Speed Bump: Economy Solid Plastic Speed Bump.

#### PART 3: EXECUTION

- 3.1 Inspection: Examine and inspect all surfaces that are to receive materials specified herein. Report all unsatisfactory conditions. Do not begin installation until all satisfactory conditions have been corrected.
- 3.2 Installation: Install as per manufacturer's instructions. Clean all items as directed by manufacturer.

# SECTION 02932: SEEDING & SODDING

# PART 1: GENERAL

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 Scope of Work: Furnish all necessary materials, labor and equipment for the complete installation of seeding and sodding materials at all lawn areas of the site disturbed by work of this contract and over areas to be graded where soil is uncovered or new fill added, as shown on the drawings and specified herein. Existing areas of site with total stand of grass and that are not affected by work of this contract need not be reseeded or sodded. Provide all necessary supplementary items for a complete installation intended by documents.

# 1.3 Job Conditions:

- A. Existing Conditions: Perform seeding and sodding only after preceding work affecting ground surface is completed.
- B. Environmental Requirements: Do not perform seeding when wind exceeds 15 mph. Arrange planting schedule to suit specified seeds.
- C. Protection: Restrict foot and vehicular traffic from seeded and sodded areas after planting or placement until lawn areas are established.
- 1.4 Standards: Meet requirements and recommendations of the applicable portions of the latest editions of Standards listed below:
  - A. U.S. Department of Agriculture (USDA)
  - B. Federal Seed Act (FSA)
- 1.5 Quality Assurance: Conform to all requirements of La. Seed Commission, La. Seed Law Rules and Regulations of the La. Revised Statutes (Title 3, Chapter 2, Part I) as amended by the 1977 session of the Legislature.

## PART 2: PRODUCTS

## 2.1 Materials

A. Grass Seed (between March 31 & September 15): Seed shall be Bermuda Grass (Cynodon dactylon) (Hulled) minimum 82% by weight of pure live seed, maximum 1% by weight weed seed. Seed shall be labeled in accordance with the latest U.S. Department of Agriculture Rules and Regulations under the Federal Seed Act.

- B. Grass Seed (between September 15 & March 31): Seed shall be half (50%) Fescue, Turf-type tall Fescue (Festuca arundinacea) variety "Winning Colors" minimum 82% by weight of live seed, maximum .05% by weight weed seed. Only if the variety "Winning Colors" becomes temporarily unavailable, another variety of turf type tall Fescue will be selected by the Owner's Representative. "Winning Colors" is the recommended hybrid variety for use in this area, since it is the best acclimated to this area. The seed shall be a minimum 85% by weight of pure live seed with a maximum of 1% by weight weed seed. The second half (50%) shall be Bermuda Grass (Cynodon dactylon) Non Hulled Seed. It shall be 82% by weight of pure live seed, maximum 1% by weight weed seed. Seeds shall be labeled in accordance with the latest U.S. Department of Agriculture Rules and Regulations under the Federal Seed Act.
- C. The Owner's Representative reserves the right to reject at or after delivery any seed which does not, in his opinion, meet requirements of these specifications.
- D. Sod: Sod shall be 100% Bermuda Grass (Cynodon dactylon). It shall be field grown. It shall be at least 2 years old, well rooted, and cut to a depth of 3/4" 1". The sod shall be cut in rectangular strips 12 inches wide and of a size which will permit the strip to be lifted without breaking. Sources of the sod shall be made known to the Consultant at least 5 days prior to cutting. Delivered sod shall be approved by the Owner's Representative prior to installation.
- E. Fertilizer and Herbicide: Provide Agriform CRF 16-7-12 (+ Iron), or approved equal, Sierra Chemical Company (local distributor) Burlap Sales Company. New Orleans, LA 70124. These chemicals are necessary to complete the establishment of a healthy dense turf. The following list is a list of the exact chemical names, and concentrations, and the possible vendors.
  - 1. Only M.S.M.A. 6 Selections Post Emergent Weed Control to contain 6.0 pounds M.S.M.A. per gallon with surfactant. 3 Gallons per acre.

## Source:

Van Water & Rogers 5229-A Salmen Ave. Harahan, LA 70127

Chembro, Inc. P.O. Box 702 Marrero, LA 70073 Pennington Seed, Inc. 1100 Edwards Ave. Harahan, LA 70127

Jefferson Feed & Garden 4421 Jefferson Hwy. Jefferson, LA 70121 P.B.I. Trimec Broadleaf Herbicide. 3 Gallons per acre.

Source:

Van Water & Rogers 5229-A Salmen Ave. Harahan, La 70127 Pennington Seed, Inc. 1100 Edwards Ave. Harahan, La 70127

Chembro, Inc. P.O. Box 702 Marrero, La 70073 Jefferson Feed & Garden 4421 Jefferson Hwy. Jefferson, La 70121

3. Turf Spray Dye (blue) Blazon or Regal Blue Turf colorant in one or five gallon containers. 1 Gallon per gallon of mixture.

Source:

Gulf Shore Turf Supply P. O. Box 7185 Pensacola, Fl 32504 Chembro, Inc. P. O. Box 702 Marrero, La 70073

Van Water & Rogers 5229-A Salmen Ave. Harahan, La 70127

- F. Additional Earth Fill: If required for proper seed or sod bed preparation and finish grading operations shall be top soil, clean and free from clay, roots, muck or other objectionable material. See paragraph F. for description of Top Soil.
- G. Soil Mixture: Shall be fertile, friable, natural surface soil obtained from a well-drained area and free of all stones, shells, brush, weeds, shale, stumps, roots and other organic litter. The soil shall have at least six (6%) percent organic matter and an acidity range between pH 5.0 and 7.0 inclusive, and not more than 20% clay.
- H. Water: Free of matter harmful to plant growth.

# PART 3: EXECUTION

# 3.1 Methods

- A. General:
  - 1. The Contractor shall, prior to seeding or sodding operations, repair all ruts, depressions, eroded areas, etc., to the satisfaction of the Owner's Representative.
  - 2. Grade changes within the dripline of trees shall not exceed two inches.

# B. Bed Preparation:

- 1. Any area, within areas to be seeded where existing areas of weeds remain, shall be mowed with blades set to a depth of 1" to 1-1/2."
- 2. Fertilizer shall be distributed evenly, by mechanical spreader over all areas to be seeded. The rate of application shall be twenty (20) pounds per 1,000 square feet. Fertilizer shall be applied not more than one week prior to seeding. Fertilizer to be uniformly distributed in the top 2" to 4" inches of seed bed, or sodded area.

# C. Finish Grading

- 1. Immediately prior to seeding or sodding the bed shall be prepared by breaking, disking, harrowing, blading, dragging or other approved methods. The soil shall be thoroughly pulverized to a minimum depth of approximately four (4") inches and smoothed by means of raking or other approved methods. Each area shall then be rolled in two directions perpendicular to each other with a light roller then finely raked. Raking shall be done by hand adjacent to structures, walks, curbing, and trees.
- 2. The finished surface shall be smooth, finely textured, free of all sticks, debris, rubbish, etc. and shall conform to the lines and grades indicated on the drawings and/or as directed by the Landscape Architect. All humps, depressions or other irregularities shall be corrected prior to seeding.

# D. Seeding

- 1. On the same day that the finish grading operations are performed (with no rain between operations) and after approved by the Owner's Representative of the seed bed, the grass seed shall be applied at the rate of ten (10) pounds each of the specified seed types per 1,000 square feet of seed bed by means of an approved mechanical seed spreader which will provide a depth of 1/8" to 1/4".
- 2. Seeding shall be done in two (2) directions perpendicular to each other, using half of the specified amount in each application.
- 3. Immediately after seeding, roll seeded areas with a hand roller weighing not less than 150 pounds nor more than 200 pounds. Care should be exercised to prevent foot prints or other disturbances to the finished surface.

# E. Sodding

 Prior to sodding, the finished surface shall be free of all sticks, debris and rubbish and shall conform to the lines and grades shown on the drawings or as directed by the Engineer.

- 2. Upon delivery, slab sod shall be transferred and laid properly to avoid gaps and over onto the surface of the soil, rolled or tamped and watered as directed.
- 3. Inspection of the work to determine its final acceptance will be made by the Owner's Representative. No grass will be accepted unless it is alive and healthy.
- 4. In the event that sod is laid in place after September 15 and before March 31, the Contractor is required to overseed the sod with the required Hybrid Fescue seed only as stated in Part 2 Products Section 2.01 Materials B, and all other related horticultural requirements.

## 3.2 Maintenance and Protection

- A. Watering shall be required for all areas which have been seeded except when natural precipitation has provided the necessary moisture as determined by the Landscape Architect. Watering shall be done in a manner which will prevent erosion due to the application of excessive quantities, and the watering equipment shall be of a type that will prevent damage to the finished surface. A minimum amount of rainfall would be two (2) one (1) inch rains per week. If more water is needed, it is the responsibility of the Contractor to provide it.
- B. The seeded areas shall be protected against traffic or other use by placing warning signs of a type approved by the Owner's Representative on the various areas where seeding or sodding has been completed or by other means, such as protective fencing, as may be required.
- C. The Contractor shall produce dense, vigorous, well-established lawns and shall maintain lawn areas until final acceptance of the work by the Owner. Maintenance shall include, but not be limited to, preparation and reseeding or resodding of all bare areas, proper watering refilling of rain-washed gullies and rutted areas, refertilizing and mowing. At the time of the first cutting, mower blades shall be set 2½" high. At least three (3) mowings shall be completed before the work will be accepted. Any areas which fail to show a uniform stand of grass shall be reworked, and reseeded at the Contractor's expense with the same seed as originally used thereon, and such reseeding shall be replaced until all required areas are covered with a satisfactory stand of grass. A satisfactory stand of grass is defined as a cover of living grass in which gaps larger than 4" do not occur at the time of acceptance by the Owner.
- D. The Contractor shall refertilize the lawn areas after eight (8) weeks and the first two grass cuttings have been made, or as otherwise directed by the Owner's Representative.

# 3.2 Inspection and Guarantees

A. Final Inspection

- 1. Inspection of work to determine its final acceptance will be made by the Owner's Representative. No plant material, turf included, will be accepted unless they are alive and healthy and all related work conforms to the drawings and specifications, at the conclusion of the one (1) year guarantee period.
- 2. Should any portion of the work be unacceptable, Contractor shall make all work acceptable and request a reinspection by Owner within five (5) working days.
- 3. The Contractor will be notified by letter of acceptance within five (5) days after reinspection should the latter be necessary.

SECTION 15427: BACKFLOW PREVENTOR

## PART 1: GENERAL

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 Scope of Work: This section includes material, trim, and accessories for installation of backflow preventor indicated on drawings and in specifications. Provide all necessary supplementary items for a complete installation intended by documents.

# PART 2: PRODUCTS

2.1 Backflow Preventors: Furnish and install on all equipment and fixtures requiring same, backflow preventors or vacuum breakers of a type approved by the Louisiana Health and Human Resources. Water connections to fixtures and equipment shall be made in such a way as to prevent back siphonage when the water supply is out or the pressure drops. Provide reduced pressure type backflow preventors where indicated on drawings. They shall be Watts Series LF009 reduced pressure assemblies or Watts LF008PCQT Vacuum Breakers as indicated by the City of Slidell recommended devices.

# PART 3: EXECUTION

EXECUTION PROCEDURES CONTAINED IN SECTION 15450: PLUMBING EQUIPMENT

# SECTION 16010 - BASIC ELECTRICAL REQUIREMENTS

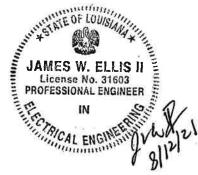
# PART 1 - GENERAL

#### RELATED DOCUMENTS

All drawings and general provisions of the contract, including General Conditions, Supplementary Conditions, and other Division 1 Specifications, apply to this section.

Separation of Specifications into Sections is for convenience only and is not intended to establish limits of work or liability. The following sections apply to this project:

16010 – Basic Electrical Requirements 16100 – Basic Electrical Materials and Methods



# **DESCRIPTION OF WORK**

Furnish all labor, tools, materials, fixtures, equipment, accessories, transportation, etc., required for a complete electrical lighting and power systems, complete with necessary auxiliaries as indicated on the drawings and specifications.

Removal of existing electrical equipment not being reused.

# DRAWINGS AND SPECIFICATIONS

The drawings showing the layout of electrical work indicate the approximate location of transformers, switchboards, panelboards, disconnects, outlets, and conduit routing. The contractor shall refer to architectural, structural, and mechanical drawings as well as equipment manufacturer's shop drawings and rough-in drawings, and adjust work accordingly to provide a coordinated installation. All adjustments and minor deviations necessary shall be made without additional cost to the owner. It shall be the electrical contractor's responsibility to see that all equipment such as pull boxes, junction boxes, panelboards, and other apparatus, that may require maintenance from time to time, is made accessible. Any condition that may occur during construction which conflicts with accessibility to the proposed installation of the electrical equipment, shall be brought to the Architect's attention prior to the point at which a change in location would require additional cost and delays to construction.

All electrical gear shall be mounted at or above the first floor slab or base flood elevation, whichever is higher, unless noted otherwise.

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

Where the Contractor is not certain about the method of installation, he shall ask the Architect for further installation details. Lack of details, not requested, will not be an excuse for improper installation.

When a color or other condition for a product is specified to be determined by the architect, the submittal for that item shall be clearly marked with the available options. (Do not select a color or other condition in the submittal) The architect shall be specifically asked by the contractor to provide the required information, and that product shall not be manufactured prior to obtaining such information.

# LAWS, CODES, AND PERMITS

The latest accepted edition of the National Electrical Code (NFPA 70), National Fire Alarm Code (NFPA 72), and all State, Parish, City, and local building codes shall be considered a part of these specifications, and pertinent articles will not be repeated herein. These codes establish the minimum acceptable criteria where more stringent requirements have not been defined in these specifications and/or drawings.

The Contractor shall apply for all permits and pay all fees incidental to completing the electrical work. This Contractor shall give notice to the proper authorities in ample time for the work to be inspected and approved as it progresses, and no work shall be concealed until inspected and approved by authorized inspectors. If the plans or these specifications in any way conflict with the Code, State or Local Rules, these latter are to be followed, without expense to the Owner, but the Architect shall be notified of this condition and approval secured before changes are made.

Comply with utility company standards. Coordinate all work for installation of metering and all aspects of the service with the utility company prior to roughin.

Upon completion and before acceptance of work, a certificate of approval from the appropriate regulatory agency shall be furnished to the Architect.

No work shall be concealed until approved by the local inspector. Local regulations shall be adhered to.

The contractor shall assure that he does not install electrical equipment including raceways in or through areas restricted by the international building code and local building codes including elevator shafts and stairs.

# **JOB SITE**

Prior to submitting quotation for electrical work, Contractor shall visit and examine the job site with all authorities concerned in order to become familiar with all existing conditions pertinent to the work to be performed thereon. No additional compensation will be allowed

for failure to be so informed.

Where existing equipment including raceways and wiring is in conflict with work of this project, the contractor shall rework/reroute/relocate this equipment as necessary.

#### TEMPORARY POWER

The Contractor shall be responsible for providing temporary light and power to the construction site as necessary to meet all of the OSHA requirements for construction, and as required by the general contractor and various sub-contractors.

#### SERVICE INTERRUPTIONS

Services to the buildings shall be kept in operation at all times during construction. If a situation occurs that the service needs to be interrupted, the Contractor shall be responsible for contacting the proper authorities to schedule the outage at a time that is convenient to the occupants. It shall be understood that this outage may have to be scheduled after regular working hours or on the weekends. Allowances shall be added to the Contractors bid to cover the cost of any overtime work. This shall come at no additional cost to the Owner after the bid date.

#### WARRANTY

The contractor shall guarantee all labor and materials for a period of twelve (12) months from the date of final acceptance. All defective materials and work shall be replaced with new materials or equipment. This shall come at no additional cost to the Owner.

## PART 2 - PRODUCTS

#### **MATERIALS**

Equipment and materials shall be new and shall be listed by Underwriters Laboratories for the purpose for which they are being used. All material of similar use shall be of the same manufacturer.

Substitutions to materials listed on the drawings and specifications can be made as long as they are approved as acceptable by the Architect. Requests for prior approval shall be submitted no later than seven working days prior to bidding. All requests for prior approval shall be in writing by providing a hard copy of the submittal data to the engineer's office.

All termination lugs shall be rated 75 degree C minimum and shall be compatible with the number and size of wires to be terminated.

#### **SUBSTITUTIONS**

Names of manufacturers or catalog numbers are mentioned herein in order to establish a EE#21007

standard as to design quality. Other products similar in design and of equal quality may be used if submitted to the architect and found acceptable by him. Refer to the general conditions for additional information.

Any substitution to items specified, that are not approved prior to bidding, shall be brought to the attention of the architect and engineer as an alternative product prior to the official submittal of electrical products along with the specific reason for the proposed substitution. Refer to the general conditions for additional information.

When the contractor elects to use an acceptable alternate manufacturer's equipment, the contractor shall be responsible to coordinate the change with all trades affected and pay for any additional work required under this or any other division affected by the substitution.

#### **SUBMITTALS**

Within thirty days of the award of the contract, the Contractor shall be responsible for submitting six (6) copies of submittals containing catalog cuts and performance data for all material and equipment proposed for use. These submittals shall be reviewed by the Architect for general compliance to the contract documents. The Architect's review of these submittals in no way modifies the contract or relieves the Contractor from compliance with the contract unless a difference is clearly stated in the submission and specific acceptance is given by the Architect as a change to the contract.

Submittals shall be identified with the project name and the contractor's name and have the contractor's stamp showing that he has reviewed the submittal and found it to be in accordance with the plans and specifications. Submittals shall be bound.

Items of division 16 shall be submitted in one package.

Submittals that do not comply with the above may be returned, without review, for resubmission.

All shop drawings must be reviewed before the various factories start fabrication. The contractor shall allow a minimum of 30 days for this review.

Developing electronic or CAD files shall be the responsibility of the contractor. Electronic CAD drawings will not be provided to the contractor.

#### PART 3 – EXECUTION

#### **INSTALLATION**

Ask for details whenever uncertain about installation methods. Lack of details requested shall not excuse proper installation and corrections shall be the responsibility of the contractor.

#### AS-BUILT DRAWINGS & OPERATING INSTRUCTIONS

The Contractor shall be responsible for providing As-Built drawings to the Architect at the completion of the project. The Contractor shall make a reproducible set of the original contract drawings, and in a neat and understandable manner, show any significant changes made during construction. Unless noted otherwise in the contract documents, the Contractor shall provide one additional copy of these drawings to the Architect. The Contractor shall pay for all reproduction costs. Final payment shall be withheld until these drawings are accepted by the Architect.

The Contractor shall furnish two bound sets of any operating instructions and maintenance manuals to the Architect upon completion of the project.

#### **CUTTING AND PATCHING**

The Contractor shall be responsible for all cutting and patching that is required to complete the installation of the electrical systems. All work shall be coordinated between trades with strict accordance with the requirements of the General Conditions. Structural members shall not be cut or modified without the approval of the architect.

The Contractor shall be responsible for covering, caulking, or otherwise to make weatherproof all openings left in the structure for electrical work. This includes openings around conduit penetrations.

#### EXCAVATING AND BACKFILLING

The Contractor shall be responsible for all excavating and backfilling required to complete the installation of the electrical systems. All excess material and debris shall be removed. All backfilling shall be with sand. Backfilling shall be thoroughly tamped and compacted.

It shall be the Contractor's responsibility to locate all underground utilities before trenching and excavating. Care shall be taken to avoid damage to the existing utilities. Any damage shall be repaired or replaced by the Contractor at no expense to the Owner.

#### **PAINTING**

No painting shall be required under DIVISION 16, except for factory-finished items. Any damaged surfaces of factory items shall be repaired by the Contractor to an acceptable level determined by the Architect.

#### **EXISTING EQUIPMENT**

Any existing electrical equipment that is removed and not reused shall be returned to the Owner. Any material that the Owner does not wish to keep shall be removed from the site by the Contractor.

**END OF SECTION 16010** 

EE#21007

## SECTION 16100 - BASIC ELECTRICAL MATERIALS AND METHODS

# PART 1 - GENERAL

#### **SUMMARY**

This Section includes the following:

- 1. Raceways
- 2. Wires, cables, and connections
- 3. Wiring devices
- 4. Grounding
- 5. Safety Switches and fuses
- 6. Supporting devices for electrical components
- 7. Equipment for utility company's electricity metering

# **QUALITY ASSURANCE**

Electrical Components, Devices, and Accessories shall be listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

Devices for Utility Company Electricity Metering shall comply with utility company published standards.

Comply with NFPA 70.

#### COORDINATION

Coordinate chases, slots, inserts, sleeves, and openings for electrical supports, raceways, and cable with general construction work.

Sequence, coordinate, and integrate installing electrical materials and equipment for efficient flow of the Work. Coordinate installing large equipment that requires positioning before closing in the building.

Coordinate electrical service connections to components furnished by utility companies.

Coordinate installation and connection of exterior underground and overhead utilities and services, including provision for service entrances and electricity-metering components.

Coordinate location of access panels and doors for electrical items that are concealed by finished surfaces.

Where electrical identification devices are applied to field-finished surfaces, coordinate installation of identification devices with completion of finished surface.

# PART 2 - PRODUCTS

#### RACEWAYS

EMT: Electrical metallic tubing; ANSI C80.3, zinc-coated steel.

FMC: Flexible metal conduit; zinc-coated steel.

IMC: Intermediate metal conduit; ANSI C80.6, zinc-coated steel, with threaded fittings.

LFMC: Liquidtight flexible metal conduit; zinc-coated steel with sunlight-resistant and mineral-oil-resistant plastic jacket.

RMC: Rigid metal conduit; galvanized rigid steel; ANSI C80.1.

RNC: Rigid nonmetallic conduit; NEMA TC 2, Schedule 40 or 80 PVC, with NEMA TC3 fittings.

Raceway Fittings: Specifically designed for raceway type with which used.

#### WIRES, CABLES, AND CONNECTIONS

All conductors shall have 600V insulation type THHN/THWN

Conductors in outdoor underground raceways shall be type THWN

Conductors, No. 10 AWG and Smaller: Solid or stranded copper.

Conductors, Larger Than No. 10 AWG: Stranded copper.

No wire shall be smaller than #12 awg unless noted otherwise.

All conductors shall be copper.

Insulation: Thermoplastic, rated 600 V, 90 deg C minimum, Type THHN-THWN, or USE depending on application.

Wire Connectors and Splices: Units of size, ampacity rating, material, type, and class suitable for service indicated.

#### WIRING DEVICES

Wall Switches shall be 20A, 277V, AC type designed for quiet operation.

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Duplex receptacles shall be 20A/2 pole, 3-wire, 125V, grounding type.

All devices shall be specification grade Hubbell, Leviton, or equal.

All device plates shall be brushed stainless steel with matching counter sunk screws unless noted otherwise. All boxes shall have a cover plate.

Consult with the Architect for color selections before ordering devices.

Use multigang plates where devices are grouped together.

Boxes and fittings shall comply with article 314 of the NEC. Particular attention shall be paid to the number of conductors allowed in an outlet box or junction box. Contractor shall make provisions to prevent overcrowding outlet and junction boxes regardless of the number of conductors shown on the plans at the outlets.

In locations where power, combination, and tele/data outlets are mounted together, care shall be taken to minimize the overall spacing along the wall. Consult with the Architect for specific details.

#### **GROUNDING**

The grounding system shall be in accordance with N.E.C. Article 250.

A grounding conductor shall be provided in all conduit.

#### SAFETY SWITCHES AND FUSES

Safety switches shall be of the quick-make, quick-break, heavy-duty, fusible or non-fusible type with cover interlock to prevent opening of the door when the switch is in the "ON" position. Use NEMA 3R enclosures outdoors and NEMA 1 enclosures indoors, unless otherwise noted.

Provide a complete set of dual-element, class RK-1 or class J fuses of ampere rating shown on the drawings. Furnish the owner with 20% spare fuses with at least one set for every rating.

All fuses shall have a minimum interrupting rating of 200,000 A.

Do not mount disconnect switches to equipment. Provide supports as necessary.

Material: Cold-formed steel, with corrosion-resistant coating.

Metal Items for Use Outdoors or in Damp Locations: Hot-dip galvanized steel.

Slotted-Steel Channel: Flange edges turned toward web, and 9/16-inch- diameter slotted holes at a maximum of 2 inches o.c., in webs. Strength rating to suit structural loading.

Slotted Channel Fittings and Accessories: Recommended by the manufacturer for use with the type and size of channel with which used.

Raceway and Cable Supports: Manufactured clevis hangers, riser clamps, straps, threaded C-clamps with retainers, ceiling trapeze hangers, wall brackets, and spring-steel clamps or click-type hangers.

Pipe Sleeves: ASTM A 53, Type E, Grade A, Schedule 40, galvanized steel, plain ends.

Cable Supports for Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug for non-armored electrical cables in riser conduits. Plugs have number and size of conductor gripping holes as required to suit individual risers. Body constructed of malleable-iron casting with hot-dip galvanized finish.

Expansion Anchors: Carbon-steel wedge or sleeve type.

Toggle Bolts: All-steel springhead type.

Provide galvanized c channel framing as necessary to mount outdoor equipment.

# PART 3 - EXECUTION

# **ELECTRICAL EQUIPMENT INSTALLATION**

Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom.

Materials and Components: Install level, plumb, and parallel and perpendicular to other building systems and components, unless otherwise indicated.

Equipment: Install to facilitate service, maintenance, and repair or replacement of components. Connect for ease of disconnecting, with minimum interference with other installations.

Right of Way: Give to raceways and piping systems installed at a required slope.

#### RACEWAY APPLICATION

Outdoor Installations:

- 1. Exposed: RMC.
- 2. Concealed: RNC.
- 3. Underground, Single Run: RNC.
- 4. Underground, Grouped: RNC.
- 5. Connection to Vibrating Equipment: LFMC.
- 6. Boxes and Enclosures: NEMA 250, Type 3R or Type 4, unless otherwise indicated.

#### Indoor Installations:

- 1. Exposed: EMT except in wet or damp locations, use IMC.
- 2. Concealed in Walls or Ceilings: EMT.
- 3. In Concrete Slab: RNC.
- 4. Below Slab on Grade or in Crawlspace: RNC.
- 5. Connection to Vibrating Equipment: FMC; except in wet or damp locations: LFMC.
- 6. Boxes and Enclosures: NEMA 250, Type 1, unless otherwise indicated.

#### RACEWAY AND CABLE INSTALLATION

Conceal raceways and cables, unless otherwise indicated, within finished walls, ceilings, and floors.

Exposed conduits shall be installed with runs arranged perpendicular to walls and ceilings.

Keep legs of raceway bends in the same plane and keep straight legs of offsets parallel.

Install pull wires in empty raceways. Leave at least 12 inches of slack at each end of pull wires.

Connect motors and equipment subject to vibration, noise transmission, or movement with a maximum of 72-inches flexible metallic conduit. Install LFMC in wet or damp locations. Install separate ground conductor across flexible connections.

Set floor boxes level and trim after installation to fit flush to finished floor surface.

Unless a larger size is indicated, raceways, troughs, and junction boxes shall be sized in accordance with the fill requirements of the NEC.

Provide color-coding of wires and mark panels in accordance with NEC article 210.5 (C) and NEC article 215.12 (C) when more than one voltage is present for branch circuits.

# WIRING METHODS FOR POWER, LIGHTING, AND CONTROL CIRCUITS

Application: Use wiring methods specified below to the extent permitted by applicable codes as interpreted by authorities having jurisdiction.

Exposed Feeders: Insulated single conductors in raceway

Concealed Feeders in Ceilings, Walls, and Gypsum Board Partitions: Insulated single conductors in raceway.

Concealed Feeders in Concrete: Insulated single conductors in raceway.

Exposed Branch Circuits: Insulated single conductors in raceway.

Concealed Branch Circuits in Ceilings, Walls, and Gypsum Board Partitions: Insulated single conductors in raceway.

Concealed Branch Circuits: Insulated single conductors in raceway.

Underground Feeders and Branch Circuits: Insulated single conductors in raceway.

Remote-Control Signaling and Power-Limited Circuits, Classes 1, 2, and 3: Insulated conductors in raceway unless otherwise indicated.

Not Allowed: NM for branch circuits.

Type MC cable shall not be acceptable.

#### WIRING INSTALLATION

Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.

No wires shall be pulled in until the conduit system is complete. Ideal "Yellow 77" or other approved pulling lubricant shall be used.

Each circuit/homerun shown shall have a separate neutral for each phase conductor. 3 or 4 wire homeruns for multiple circuits are not acceptable. This does not apply to multi-phase circuits. Do not route more than 1 multi-phase circuit in a raceway.

#### ELECTRICAL SUPPORTING DEVICE APPLICATION

Damp Locations and Outdoors: Hot-dip galvanized materials or nonmetallic, slotted channel system components.

Dry Locations: Steel materials.

Strength of Supports: Adequate to carry present and future loads, times a safety factor of at least four with, 200-lb minimum design load for each support element.

#### SUPPORT INSTALLATION

Support parallel runs of horizontal raceways together on trapeze- or bracket-type hangers.

Size supports for multiple raceways or cable runs so capacity can be increased by a 25 percent minimum in the future.

Support individual horizontal single raceways with separate, malleable-iron pipe hangers or clamps except use spring-steel fasteners for 1-1/2-inch and smaller single raceways

above suspended ceilings and for fastening raceways to slotted channel and angle supports.

Install sleeves for cable and raceway penetrations of concrete slabs and walls unless coredrilled holes are used. Install sleeves for cable and raceway penetrations of masonry and fire-rated gypsum walls and of all other fire-rated floor and wall assemblies. Install sleeves during erection of concrete and masonry walls.

Secure electrical items and their supports to building structure, using the following methods unless other fastening methods are indicated:

- 1. Wood: Wood screws or screw-type nails.
- 2. Gypsum Board: Toggle bolts. Seal around sleeves with joint compound, both sides of wall.
- 3. Masonry: Toggle bolts on hollow block and expansion bolts on solid block. Seal around sleeves with mortar, both sides of wall.
- 4. New Concrete: Concrete inserts with machine screws and bolts.
- 5. Existing Concrete: Expansion bolts.
- 6. Structural Steel: Spring-tension clamps.
- 7. Light Steel Framing: Sheet metal screws.
- 8. Fasteners for Damp, Wet, or Weather-Exposed Locations: Stainless steel.
- 9. Light Steel: Sheet-metal screws.
- 10. Fasteners: Select so load applied to each fastener does not exceed 25 percent of its proof-test load.

# IDENTIFICATION MATERIALS AND DEVICES

Install at locations for most convenient viewing without interference with operation and maintenance of equipment.

Coordinate names, abbreviations, colors, and other designations used for electrical identification with corresponding designations indicated in the Contract Documents or required by codes and standards. Use consistent designations throughout Project.

Install continuous underground plastic markers during trench backfilling, for exterior underground power, control, signal, and communication lines.

# **FIRESTOPPING**

Penetrations through rated construction shall be sealed with a material capable of preventing the passage of flames and hot gases when tested in accordance with ASTM-EB14.

a) Notify the Architect for inspection of all completed fire and/or smoke barrier walls before any construction is installed that would conceal construction and prevent a proper inspection. Access to random selected areas may be required by the Architect at the time of final inspection if this notification is not given.

b) Provide detailed instructive cut sheets of the fire penetration sealing system used to the Architect at the time of inspection. Random selective sampling by the Contractor will be observed by the Architect and the Fire Marshall's inspector.

#### **MOUNTING HEIGHTS**

Unless otherwise noted on the drawings or required by the Architect, the following mounting heights shall apply. Unless noted otherwise, mounting heights are to the centerline of the device:

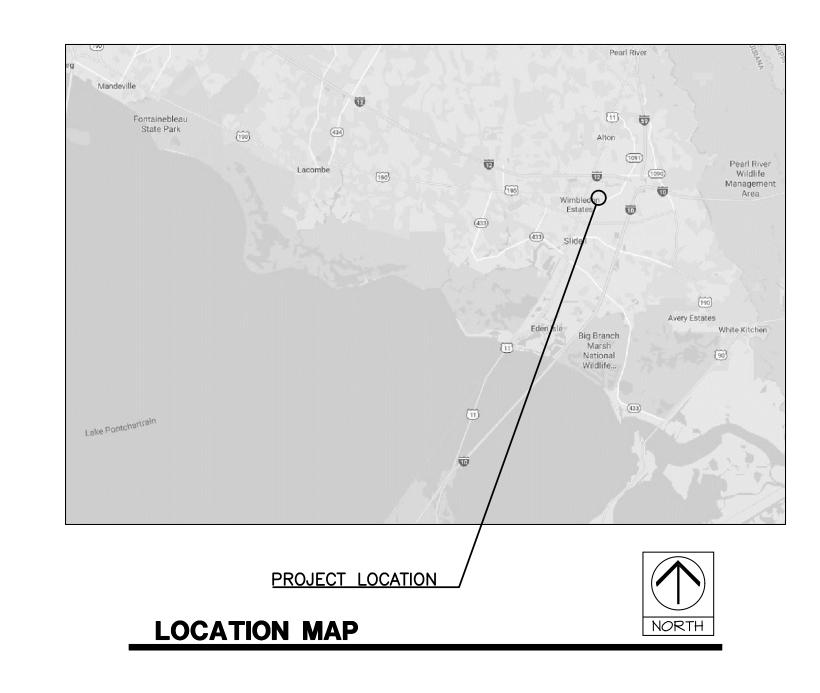
1.	Receptacles	18" above floor
2.	Toggle Switches	48" above floor
3.	Panelboards	72" to top
4.	Telephone Outlets	18" above floor
5.	Data Outlets	18" above floor
6.	Meter Can	60"-72" to centerline

Mounting heights may be adjusted in masonry applications to simplify installation where approved by the Architect.

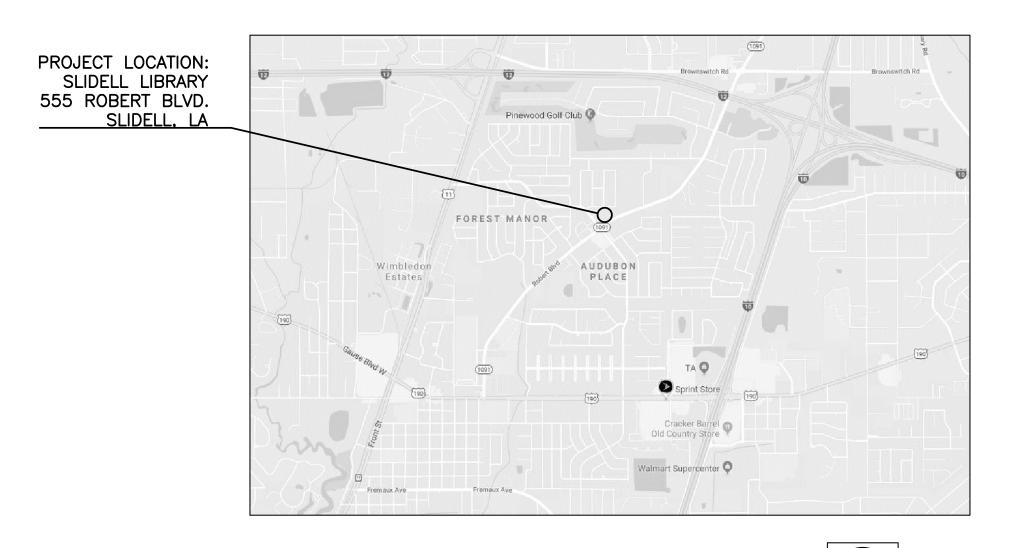
Coordinate counter top outlets with the height of the back splash.

**END OF SECTION 16100** 

SHEET INDEX				
#	SHEET TITLE			
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2	GENERAL NOTES AND LEGEND			
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3	DEMOLITION PLAN			
4	SITE PLAN			
5	SITE PLAN - LIBRARY ENTRANCE IMPROVEMENTS			
6	DRAINAGE & GRADING PLAN			
7–8	MISCELLANEOUS DETAILS			
E-1	ELECTRICAL DRAWINGS			
L-1-L-2	LANDSCAPE DRAWINGS			
101	DOTD HANDICAP RAMP DETAIL			



# SLIDELL LIBRARY PARKING LOT ST. TAMMANY PARISH GOVERNMENT, OWNER ST. TAMMANY PARISH, LOUISIANA BID #21-26-2 A/E PROJECT NO. 20-2066



**VICINITY MAP** 



BLVD)

(ROBERT

sheet no.

# **GENERAL NOTES**

- 1. CONTRACTOR SHALL PROTECT ADJACENT PROPERTY AND IMPROVEMENTS FROM DAMAGE AND REPLACE ANY PORTIONS DAMAGED THROUGH HIS OPERATION AT HIS OWN COST. ALL REPAIR WORK SHALL BE SUBJECT TO THE APPROVAL OF THE A/E.
- 2. PROTECT ALL EXISTING TREES, PLANTING AND LAWNS FROM DAMAGE. ALL STREET SIGNS, FENCES, SHRUBBERY, ETC. RELOCATED DURING CONSTRUCTION SHALL BE RETURNED TO THEIR ORIGINAL LOCATION AND IN ORIGINAL CONDITIONS.
- 3. EXISTING UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE. CONTRACTOR SHALL MAKE PROVISIONS TO PROTECT EXISTING UTILITIES WHEN EXCAVATING IN THESE AREAS SO AS NOT TO DAMAGE OR DISRUPT THESE UTILITIES. CONTRACTOR SHALL VERIFY LOCATION OF UTILITIES PRIOR TO EXCAVATION.
- 4. ALL GRASS AREAS AFFECTED BY CONSTRUCTION SHALL BE SODDED.
- 5. CONTRACTOR SHALL REGRADE ALL AREAS AFFECTED BY CONSTRUCTION TO PROVIDE POSITIVE DRAINAGE. WORK SHALL BE IN A WORKMAN LIKE MANNER AND IN ACCORDANCE WITH A/E REQUIREMENTS. IF CONTRACTOR DETERMINES THAT ANY AREAS AFFECTED BY CONSTRUCTION CANNOT BE REGRADED TO DRAIN, CONTRACTOR SHALL DOCUMENT (I.E., TAKE ELEVATIONS, PICTURES, ETC.) EXISTING CONDITIONS PRIOR TO CONSTRUCTION.
- 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR STABILIZING THE EXISTING BASE MATERIAL UNDER NEW PAVEMENT AND TRACK BEYOND THE EXCAVATION LIMIT OF TRENCH. NO DIRECT PAYMENT SHALL BE MADE FOR ADDITIONAL GRANULAR MATERIAL OR BASE MATERIAL UNLESS OTHERWISE APPROVED BY THE A/E.
- 7. CONTRACTOR SHALL AT ALL TIMES CONDUCT HIS OPERATIONS AS TO INSURE THE LEAST INCONVENIENCE TO THE GENERAL PUBLIC AND ADJACENT PROPERTY OWNERS
  - CONTRACTOR SHALL PROVIDE ACCESS TO COMMERCIAL/INDUSTRIAL PROPERTIES AT ALL
  - CONTRACTOR SHALL PROVIDE ACCESS TO RESIDENTIAL PROPERTIES AT ALL TIMES. VEHICULAR ACCESS SHALL BE PROVIDED AS DIRECTED BY A/E. UPON APPROVAL BY A/E, VEHICULAR ACCESS MAY BE LIMITED DURING PAVING OF DRIVEWAYS. CONTRACTOR SHALL CONTACT AND ADVISE ALL AFFECTED PROPERTY OWNERS.
- 14. CONTRACTOR SHALL COORDINATE AND PAY FOR THE DE-ENERGIZING AND RE-ENERGIZING OF POWER LINES FOR CONSTRUCTION PURPOSES AS REQUIRED BY LOCAL, STATE, AND FEDERAL AGENCIES.
- 15. CONTRACTOR SHALL CONTACT THE UTILITY COMPANIES OR DEPARTMENTS LISTED BELOW PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE IF THERE ARE ANY OTHER UTILITIES IN THE AREA AND TO CONTACT THE APPROPRIATE UTILITIES.

ST. TAMMANY PARISH FACILITIES MANAGEMENT — BRUCE CROUCH 985-898-2792 985-867-4554 CLECO ENERGY - MR. VINCENT COUSIN SLIDELL ENGINEERING DEPARTMENT - BLAINE CLANCY 985-646-4270 CITY OF SLIDELL PUBLIC OPERATIONS - CRIS NETTLES 985-774-5225 1-800-272-3020 LA ONE CALL

- 16. CONTRACTOR SHALL NOTIFY THOSE AFFECTED BY CONSTRUCTION 24 HOURS PRIOR TO DISRUPTION OF WATER, SEWER OR OTHER UTILITY SERVICE. UTILITY SERVICES SHALL BE PROMPTLY REPAIRED. AND NOT REMAIN OUT OF SERVICE OVERNIGHT.
- 17. CONTRACTOR SHALL BRACE POWER POLES ADJACENT TO EXCAVATION. BRACING SHALL REMAIN IN PLACE AFTER BACKFILLING UNTIL COMPACTION STANDARDS HAVE BEEN MET. COMPLETE WORK PROMPTLY ONCE EXCAVATION HAS BEGUN ADJACENT TO POLES.
- 18. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE DIRECTLY WITH THE APPROPRIATE UTILITY COMPANIES TO HAVE THE UTILITIES RELOCATED.
- 19. ALL CONCRETE SHALL ACHIEVE A 4000 PSI STRENGTH IN SEVEN (7) DAYS, AND ALL REINFORCING STEEL SHALL BE GRADE 60 UNLESS OTHERWISE SHOWN.
- 20. ALL WORK MUST CONFORM TO THE REQUIREMENTS OF THE DEPARTMENTS OF INSPECTION AND CODE ENFORCEMENT, PUBLIC WORKS, PUBLIC UTILITIES; THE ACCOMPANYING PROJECT SPECIFICATIONS AND OTHER SUCH PARISH OR STATE STANDARDS THAT MIGHT BE APPLICABLE.
- 23. THE CONTRACTOR SHALL EMPLOY SILTATION CONTROLS AROUND THE CONSTRUCTION SITE SUCH THAT ERODED MATERIAL IS PREVENTED FROM ENTERING ADJACENT WATERWAYS OR EXISTING DRAINAGE.
- 24. CONTRACTOR SHALL COORDINATE ALL LIBRARY FRONT ENTRANCE WORK WITH THE OWNER TO MINIMIZE ENTRANCE LIMITATIONS FOR THE LIBRARY. ONCE STARTED, ALL WORK MUST BE COMPLETED AS SOON AS POSSIBLE.

# STRIPING NOTES

- STRIPING SHALL BE TRAFFIC PAINT, "PPG TRAFFIC ZONE MARKING PAINT" OR APPROVED EQUAL. COLOR SHALL BE YELLOW. STRIPING FOR HANDICAP STALLS AND SYMBOLS SHALL BE BLUE. SURFACE PREPARATION AND APPLICATION SHALL BE IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS.
- 2. APPLY TWO COATS OF PAINT IN STRAIGHT LINES AS INDICATED ON DRAWINGS, 4" WIDTH. FINISHED LINES SHALL HAVE WELL DEFINED EDGES AND BE FREE OF WAVINESS.

# DRAINAGE NOTES

- 1. EXISTING SUBSURFACE AND/OR OVERLAND DRAINAGE SHALL NOT BE ADVERSELY IMPACTED BY THIS PROJECT. ALL AREAS AFFECTED BY CONSTRUCTION SHALL BE GRADED TO PROVIDE POSITIVE DRAINAGE.
- 2. IF DAMAGED, CONTRACTOR SHALL REPLACE DRAIN STRUCTURES USING LIKE MATERIALS AT HIS OWN COST.
- 3. A DENSITY TEST WILL BE REQUIRED AT 200 FEET INTERVALS, PER LAYER, ALONG A CONTINUOUS DRAIN LINE THAT MAY VARY IN SIZE, ALTERNATING FROM ONE SIDE OF THE PIPE TO THE OTHER. FOR PIPE LENGTHS LESS THAN 200 FEET, ONE TEST WILL BE REQUIRED PER LAYER.
- 4. PVC DRAIN PIPES BENEATH PROPOSED ROADWAYS SHALL HAVE A MINIMUM DEPTH OF COVER OF TWO (2) FEET DURING CONSTRUCTION. MATERIAL SHALL BE ADDED AS REQUIRED TO MAINTAIN THE MINIMUM 2 FEET OF COVER PRIOR TO PLACEMENT OF CONCRETE.
- 5. THE MINIMUM DEPTH OF COVER BENEATH PAVEMENT SHALL BE ONE (1) FOOT AT THE COMPLETION OF CONSTRUCTION. COVER FOR THE PIPE BENEATH PAVEMENT SHALL BE MEASURED FROM THE TOP OF PIPE TO THE BOTTOM OF CONCRETE. THE MINIMUM DEPTH OF COVER FOR PIPE LOCATED BEHIND BACK OF CURB SHALL BE 24 INCHES.
- 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TEMPORARY DRAINAGE WITHIN THE PROJECT AREA DURING CONSTRUCTION AND SHALL NOT RESTRICT DRAINAGE FLOW OR IMPEDE DRAINAGE DURING RAIN EVENTS (NO DIRECT PAY).

# **ROADWAY NOTES**

- 1. CONCRETE PANELS SHALL BE REMOVED AND REPLACED FROM JOINT TO JOINT (WHETHER FOR ROADWAYS, DRIVEWAYS OR SIDEWALKS). THE CONTRACTOR SHALL SAWCUT TO PRESERVE THE INTEGRITY OF THE JOINT. SAWCUTTING SHALL BE STRAIGHT AND FULL DEPTH AT NO DIRECT PAY UNLESS OTHERWISE STATED IN THE CONTRACT SPECIFICATIONS
- 2. CONTRACTOR SHALL EXERCISE CAUTION WHEN REMOVING CONCRETE OR ASPHALT PAVEMENT ADJACENT TO PAVEMENT THAT IS TO REMAIN (WHETHER FOR ROADWAYS, DRIVEWAYS OR SIDEWALKS). ANY DAMAGE TO THE ADJACENT PAVEMENT SHALL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE ENGINEER AT THE CONTRACTOR'S EXPENSE. THIS MAY INCLUDE MILL/OVERLAY, PATCHING OR FULL REPLACEMENT OF DAMAGED AREAS.
- 3. CONTRACTOR SHALL CONSTRUCT THE NEW PAVEMENT TO MATCH THE ADJACENT PAVEMENT ELEVATIONS AND ENSURE THAT THE EDGE OF THE PAVEMENT PROFILE IS SMOOTH IN ACCORDANCE WITH THE LOUISIANA STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES LATEST EDITION. A STRAIGHT EDGE SHALL BE USED IN LIEU OF A PROFILOGRAPH.
- 4. ALL DRAINAGE AND SEWER STRUCTURES IN PAVEMENT SHALL BE BOXED OUT.
- 5. AN APPROVED TESTING LABORATORY WILL BE SELECTED BY THE OWNER AND PAID FOR BY THE OWNER TO PROVIDE ALL REQUIRED TESTING. TEST REPORT MUST BE FURNISHED TO ST. TAMMANY PARISH, MEYER ENGINEERS, LTD. AND THE CONTRACTOR.
- 6. NO CONCRETE SHALL BE POURED WITHOUT THE SERVICES OF THE TESTING LAB TECHNICIAN TO WITNESS THE POUR, MAKE SLUMP TESTS AND MAKE TEST CYLINDERS.
- 7. ANY CONCRETE POURED WITHOUT THE SERVICES OF THE TESTING LAB TECHNICIAN SHALL BE SUBJECT TO DISCRETIONARY TESTING ORDERED BY ST. TAMMANY PARISH AT THE EXPENSE OF THE CONTRACTOR.
- 8. CONTRACTOR MUST NOTIFY THE TESTING LAB AND ST. TAMMANY PARISH AT LEAST 48 HOURS PRIOR TO POURING CONCRETE.
- 9. A REPRESENTATIVE OF ST. TAMMANY PARISH OR DESIGN ENGINEER MUST BE PRESENT TO WITNESS CONCRETE POURS.
- 10. IMMEDIATELY AFTER COMPLETION OF FINISHING OPERATIONS AND AS SOON AS MARRING OF CONCRETE WILL NOT OCCUR. THE PAVEMENT SURFACE SHALL BE CURED BY COVERING WITH A WHITE PIGMENTED CURING COMPOUND IN CONFORMANCE WITH DOTD STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES LATEST EDITION.
- 11. JOINT SEALER SHALL BE IN ACCORDANCE WITH SECTION 1005.02 OF DOTD STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES, LATEST EDITION. THE SEALANT AND BACKER MATERIALS SHALL BE APPROVED PRODUCTS LISTED IN DOTD'S APPROVED MATERIAL LIST.
- 12. JOINTS ENDING AT CURVES SHALL BE CARRIED INTO THE CURB AND PAVEMENT AT RIGHT ANGLES TO THE TANGENT AT THAT POINT.
- 13. CONTRACTOR SHALL GIVE THOSE AFFECTED BY CONSTRUCTION 24 HOURS NOTICE PRIOR TO DISRUPTION OF DRIVEWAYS. DRIVEWAYS AND STREETS SHALL NOT REMAIN CLOSED OVERNIGHT

# TRAFFIC NOTES

- (TO BE USED IN CONJUNCTION WITH LA DOTD STANDARD DRAWINGS TTC-00 TTC-19)
- 1. THE CONTRACTOR SHALL DESIGN AND APPLY ALL SIGNALS, PAVEMENT MARKINGS, CHANNELIZING DEVICES, AND ALL WARNING SIGNS IN ACCORDANCE WITH "THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES". 2009 EDITION AS REVISED.
- 2. CHANNELIZING AND DELINEATION DEVICES SHALL BE USED TO MARK ALL CONSTRUCTION AREAS. THESE SHALL BE TYPE II AND/OR TYPE III BARRICADES AND/OR BARRELS, ALL FULLY REFLECTORIZED AND WITH LIGHTS.
- 3. ALL EXISTING OR TEMPORARY TRAFFIC CONTROL DEVICES (MARKINGS, SIGNS, ETC.), NO LONGER REQUIRED, SHALL BE REMOVED OR OBLITERATED BY THE CONTRACTOR. THE ORIGINAL ROADWAY CONDITIONS SHALL BE RESTORED BY THE CONTRACTOR.
- 4. CONTRACTOR SHALL COORDINATE WITH ST. TAMMANY PARISH FACILITIES MANAGEMENT ON THE PLACEMENT OF PORTABLE CHANGEABLE MESSAGE BOARDS DURING CONSTRUCTION. PAID UNDER ITEM 713-11-00100.
- 5. ALL TRAFFIC CONTROL DEVICES NOT APPLYING TO AN APPROPRIATE SITUATION SHALL BE COVERED OR REMOVED.
- 6. ON CLOSED SECTIONS OF THE ROADWAY, THE CONTRACTOR SHALL PROVIDE ACCESS FOR LOCAL TRAFFIC ONLY.
- 7. ALL EXCAVATIONS SHALL BE COVERED, BACKFILLED, OR PROTECTED AND FULLY DELINEATED AT NIGHT AND WHEN WORK IS NOT IN PROGRESS.
- 8. WHEN APPROVED BY THE ENGINEER. DURING ONE-LANE ROAD OPERATIONS. THE CONTRACTOR SHALL BE PERMITTED TO TOTALLY BLOCK THE ROAD FOR NO LONGER THAN 5 MINUTES AT A TIME.
- 9. CONTRACTOR SHALL CHECK TRAFFIC CONTROL DEVICES ON A DAILY BASIS WHEN BEGINNING AND ENDING THE WORK DAY, AS A MINIMUM. ON WEEKENDS, THEY SHALL BE CHECKED AT A MINIMUM OF ONCE PER DAY.
- 10. FLAGMAN AND/OR SHERIFF'S CONTROL SHALL BE PROVIDED AS NEEDED FOR SAFETY AT NO DIRECT PAYMENT.
- 11. DURING CONSTRUCTION, ANY ADDITIONAL TRAFFIC CONTROL DEVICES REQUIRED BY THE ENGINEER, THE OWNER, OR THE CONTRACTOR SHALL BE PROVIDED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
- 12. ALL MATERIALS/MACHINES SHALL BE STORED OUTSIDE OF ROAD SURFACE CREATING NO SIGHT DISTANCE
- PROBLEMS, AND FULLY DELINEATED AS IN NOTE NO. 2. 13. CONTRACTOR SHALL PROVIDE TEMPORARY PEDESTRIAN ACCESS IF CONSTRUCTION BARRICADES ARE BLOCKING THE
- EXISTING SIDEWALK.
- 14. CONTRACTOR SHALL NOTIFY ST. TAMMANY PARISH PUBLIC INFORMATION OFFICE A MINIMUM OF 15 WORKING DAYS PRIOR TO IMPLEMENTING ANY ROAD/LANE CLOSURE.
- 15. CONTRACTOR SHALL SUBMIT A SITE SPECIFIC TRAFFIC CONTROL PLAN DESIGNED AND STAMPED BY A PROFESSIONAL ENGINEER TO THE ST. TAMMANY PARISH FACILITIES MANAGEMENT FOR REVIEW. THE TCP SHALL BE PRINTED ON SHEETS NO SMALLER THAN 11"X17" AND SHALL BE SUBMITTED ALLOWING ADEQUATE TIME (MINIMUM OF 15 CALENDAR DAYS) FOR REVIEW AND APPROVAL. PLAN TO BE PAID UNDER THE TEMPORARY SIGNS AND BARRICADES ITEM. THE PLAN WILL INCLUDE A COMPLETE CONSTRUCTION SIGNAGE, TRAFFIC MAINTENANCE AND PUBLIC SAFETY PLAN, WHICH AT A MINIMUM INCLUDES THE FOLLOWING:
  - A SIGN INVENTORY A LIST OF ALL EXISTING TRAFFIC CONTROL DEVICES (SIGNS, RAISED PAVEMENT MARKINGS. ETC.) ACCURATELY LOCATED ON THE PLANS.
  - A PLAN FOR THE PROPOSED ROUTE ON WHICH CONSTRUCTION MATERIAL AND EQUIPMENT ARE TO BE TRANSPORTED TO OR FROM THE CONSTRUCTION SITE.
  - A DETOUR PLAN SHOWING PROPOSED ROUTES FOR LOCAL AND TRANSIENT TRAFFIC ON WHICH LOCATIONS OF DETOUR TRAFFIC CONTROL DEVICES AND CONSTRUCTION ZONE OR WORK ZONE TRAFFIC CONTROL DEVICES ARE SHOWN. TRAFFIC CONTROL DEVICE APPLICATIONS AND METHODS SHALL BE IN COMPLIANCE WITH PART VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION) UNLESS OTHERWISE DIRECTED
  - IN THE FIELD BY ST. TAMMANY PARISH FACILITIES MANAGEMENT. THE CONTRACTOR SHALL PROVIDE WEEKLY PROGRESS UPDATES TO THE OWNER. THIS INCLUDES, BUT IS NOT LIMITED TO, CURRENT AND PROJECTED ROAD CLOSURES, ALTERNATE ROUTES, IMPLEMENTED DETOUR ROUTES, ESTIMATED DURATION OF ROAD CLOSURES AND PROGRESS OF CONSTRUCTION FOR ALL CONSTRUCTION LOCATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ACCURATE SCHEDULES THAT SHOW ANTICIPATED ROAD CLOSURES, ROAD CONSTRUCTION BEGINNING AND ENDING DATES AND ANY RESULTING DETOUR LOCATIONS AND DATES TO THE PROJECT ENGINEER AND THE OWNER. THIS INFORMATION WILL BE UPLOADED TO THE OWNER'S WEBSITE TO INFORM RESIDENTS OF CONSTRUCTION ACTIVITIES. THESE SCHEDULES SHALL BE ACCURATE AND UPDATED AS REQUIRED IF ANTICIPATED DATES CHANGE DUE TO WEATHER, DELAYS, ETC. CONTRACTOR SHALL SUBMIT ROAD CLOSURE FORMS FOR APPROVAL NO LESS THAN FIFTEEN (15) WORKING DAYS PRIOR TO CLOSING ANY ROADWAY.

# **ABBREVIATIONS**

MAXIMUM

MECH.

MFR'D.

MIN.

MECHANICAL

MANHOLE

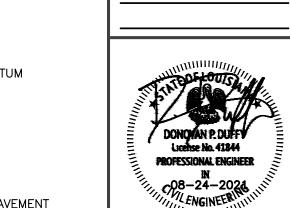
MINIMUM

MANUFACTURER

MANUFACTURED

& <	AND ANGLE	MISC. M.S.L.	MISCELLANEOUS MEAN SEA LEVEL
CL	CENTERLINE	MTL.	METAL
0	DIAMETER OR ROUND	N.	NORTH
#	NUMBER	N/A	
T AC	ASBESTOS CEMENT	N.D.P.	
۸.D.	AREA DRAIN	N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
	ADDENDUM		
		N.I.C.	NOT IN CONTRACT
•	ARCHITECT OR ENGINEER	NOM.	NOMINAL
	ALTERNATE	N.T.S.	
	APPROXIMATE	O.C.	
	ASPHALT	OD	` ,
	AVENUE	OPP.	OPPOSITE
	AVERAGE	PC	
BITUM.	BITUMINOUS	P.C.C.P.	
3L	BASELINE	PI	POINT OF INTERSECTION
BLDG.	BUILDING	PL	PROPERTY LINE
3M	BENCH MARK	POT	POINT OF TANGENT
BRG.	BEARING	P.P.	POWER POLE
CPA	CONCRETE PIPE ARCH	PREFAB.	
CB	CATCH BASIN	PSI	
C.D.	CAIRO DATUM	PT.	POINT
CFS	CUBIC FEET PER SECOND	PVC	POLYVINYL PIPE
CI	CAST IRON	QTR.	QUARTER
C.J.	CONTRACTION JOINT	QTY.	QUANTITY
CMP	CORRUGATED METAL PIPE	r	RADIUS
CMPA	CORRUGATED METAL PIPE ARCH	R.	RIGHT
CO	CLEAN OUT	RCPA	REINFORCED CONCRETE PIPE ARCH
CONC.	CONCRETE	RCB	REINFORCED CONCRETE BOX
CONT.	CONTINUOUS	RCP	REINFORCED CONCRETE PIPE
CSP	CORRUGATED STEEL PIPE	RD.	ROAD
CULV.	CULVERT	REF.	REFERENCE
DEPT.	DEPARTMENT	REINF.	REINFORCED
)I	DUCTILE IRON OR DROP INLET	REQ'D.	REQUIRED
DIA.	DIAMETER	REV.	REVISION
DIM.	DIMENSION	R.O.W.	RIGHT OF WAY
DR.	DRIVE	RPM	REVOLUTION PER MINUTE
DRWY.	DRIVEWAY	S.	SOUTH
DTL.	DETAIL	SD	STORM DRAIN
E.	EAST	SECT.	SECTION
EA.	EACH	SFM	
Ξ.J. 	EXPANSION JOINT	SIM.	
EL.	ELEVATION	SMH	
ELEC.	ELECTRICAL	SPEC.	SPECIFICATION(S)
EMB.	EMBANKMENT	SQ.	SQUARE
ENCL.	ENCLOSURE	ST.	STREET
EQUA.	EQUATION	STA	STATION
E.W.	EACH WAY	STD.	STANDARD
EXIST.	EXISTING	STL.	STEEL
EXP.	EXPANSION	STOR.	STORAGE
FH - ·	FIRE HYDRANT	S.W.	SIDEWALK
F.L.	FLOW LINE	SYM.	SYMMETRICAL
-M	FORCE MAIN	SYS.	SYSTEM
FT.	FOOT OR FEET	TBM	TEMPORARY BENCH MARK
GA.	GAUGE	T.C.	TOP OF CASTING, TOP OF CURB,
GAL.	GALLON		OR TOP OF CONCRETE
GPM	GALLONS PER MINUTE	TCI	
GYP.	GYPSUM	TEL.	TELEPHONE
H/C	HANDICAPPED	T.O.C.	TOP OF CASTING, TOP OF CURB,
⊣GT.	HEIGHT		OR TOP OF CONCRETE
4P	HORSEPOWER	T.O.P.	TOP OF PAVEMENT OR TOP OF PIF
HORIZ.	HORIZONTAL	T/W	TOP OF WALL
HWY.	HIGHWAY	Ϋ́Ρ.	TYPICAL
D	INSIDE DIAMETER (DIM.)	U.G.	UNDER GROUND
N.	INCH	VERT.	VERTICAL
NT.	INTERIOR	VOL.	VOLUME
NV.	INVERT	W	WEST
R	IRON ROD	w/	WITH
JCT.	JUNCTION	W/O	WITHOUT
JT.	JOINT	W/U WT.	WEIGHT
L.	LEFT		
LB.	POUND	WSE	WATER SURFACE ELEVATION
LF	LINEAR FOOT	W.W.F.	WELDED WIRE FABRIC
LS	LUMP SUM	YD.	YARD
L.S.	LIFT STATION		

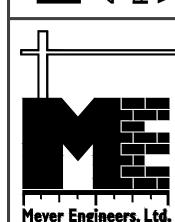
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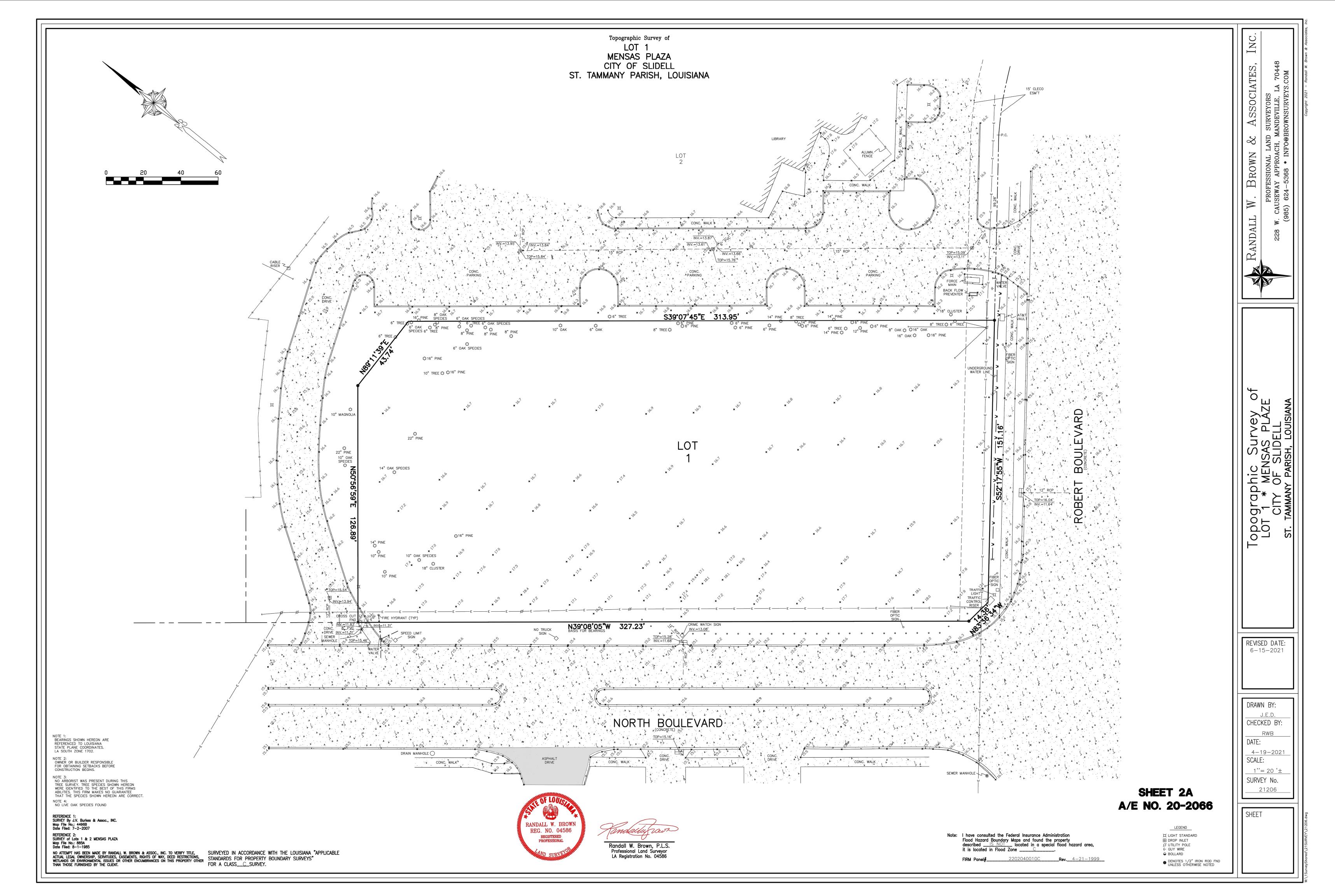
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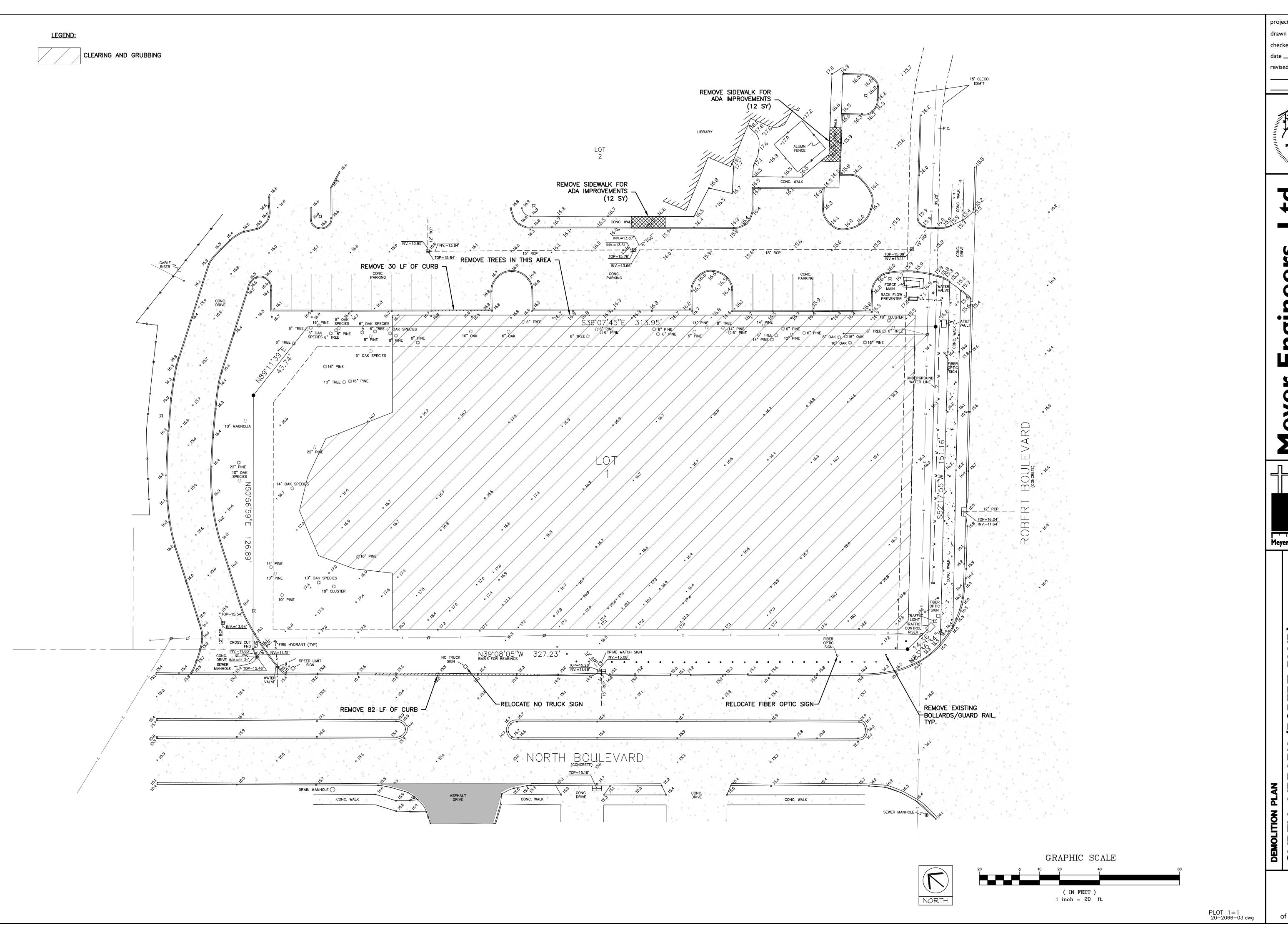
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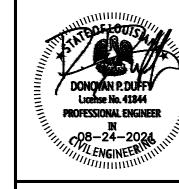
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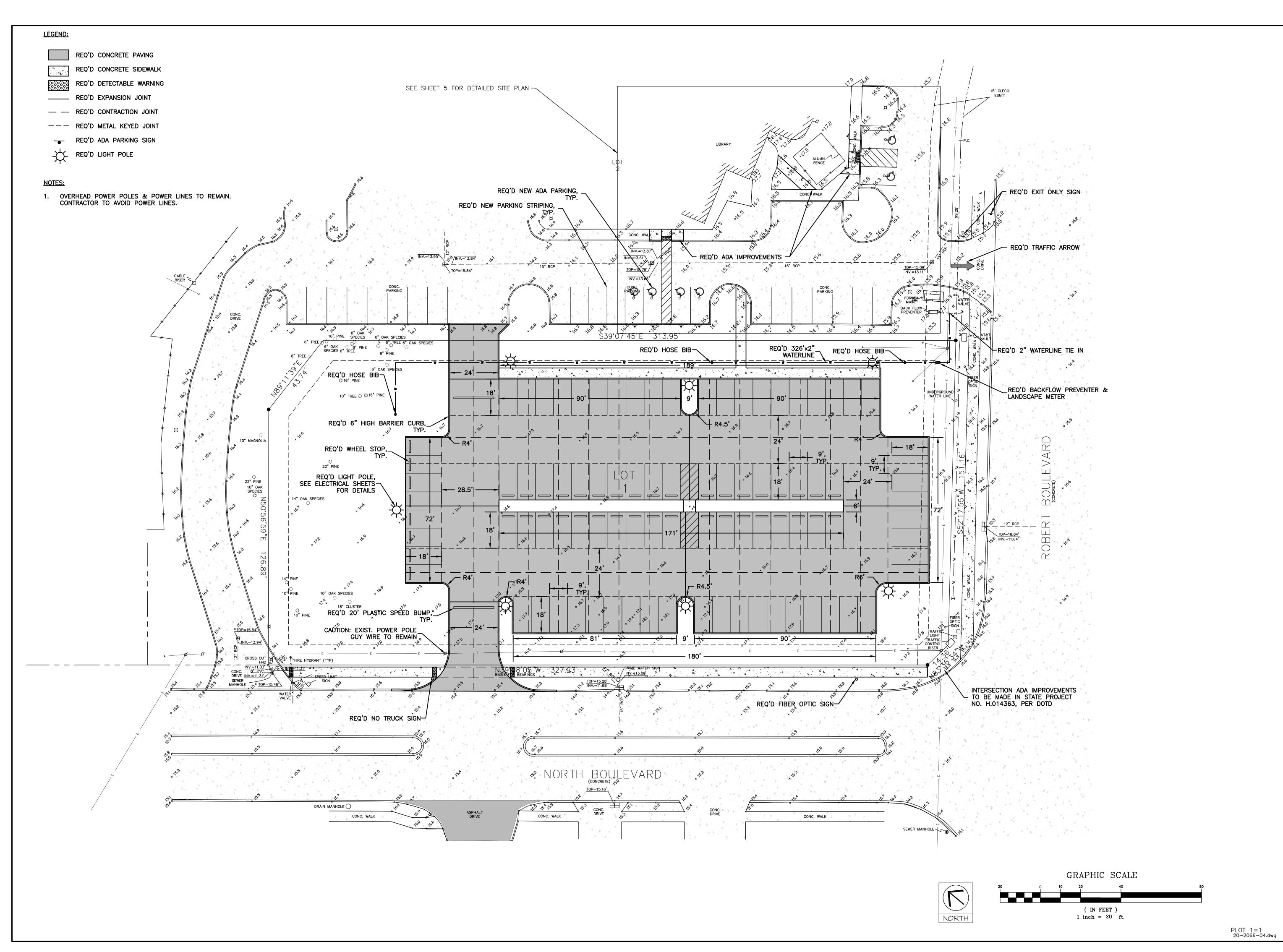
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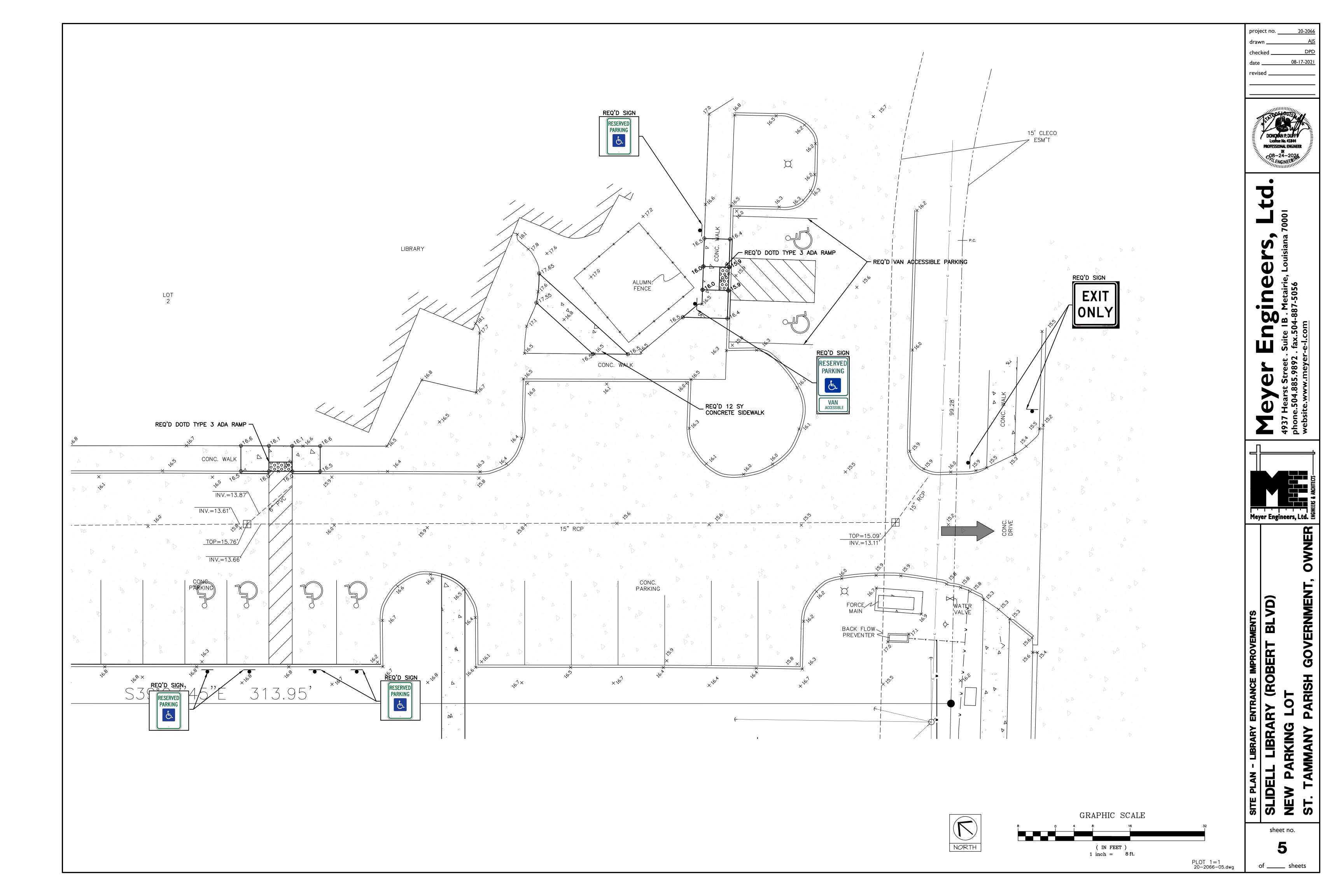
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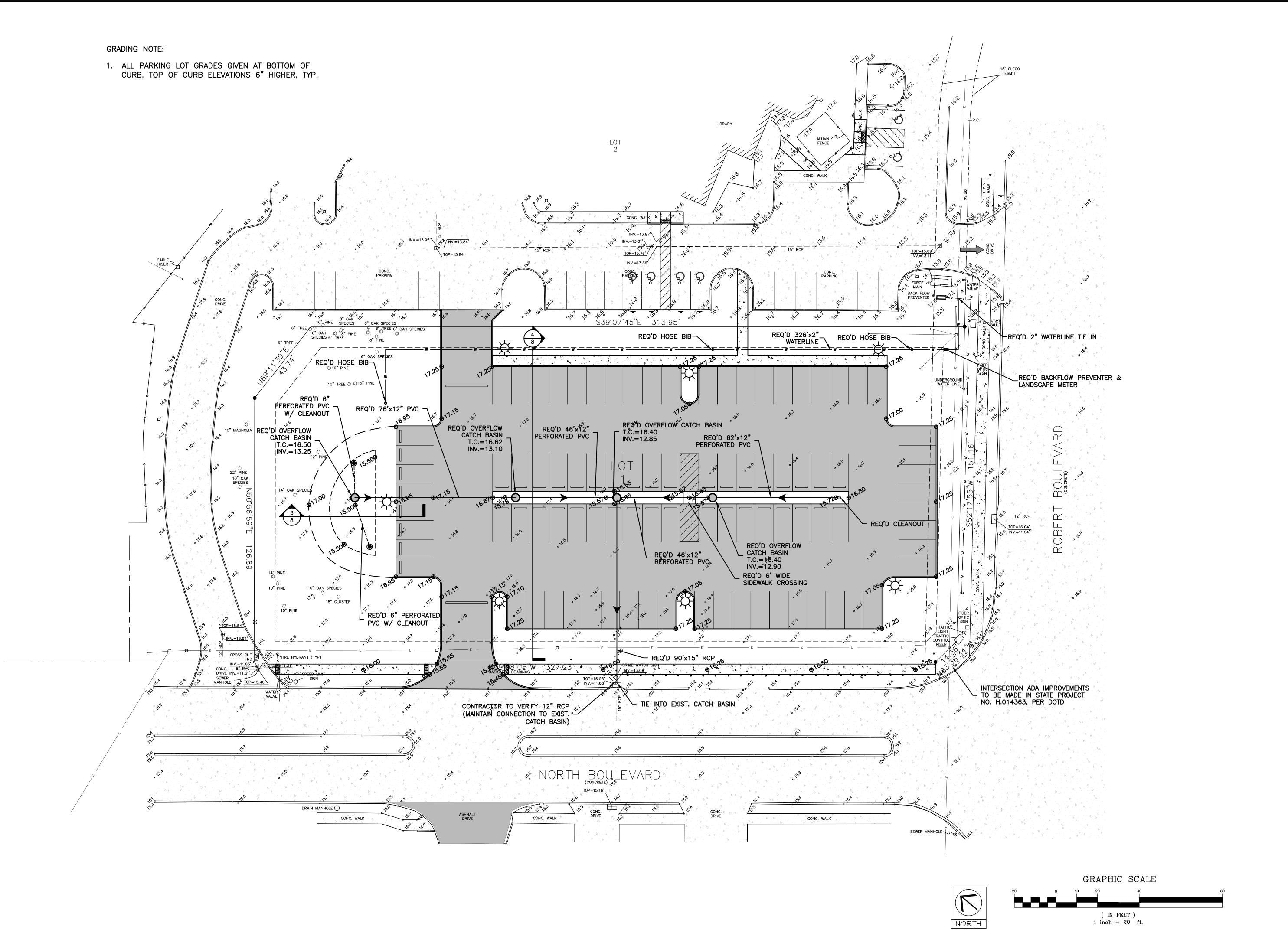
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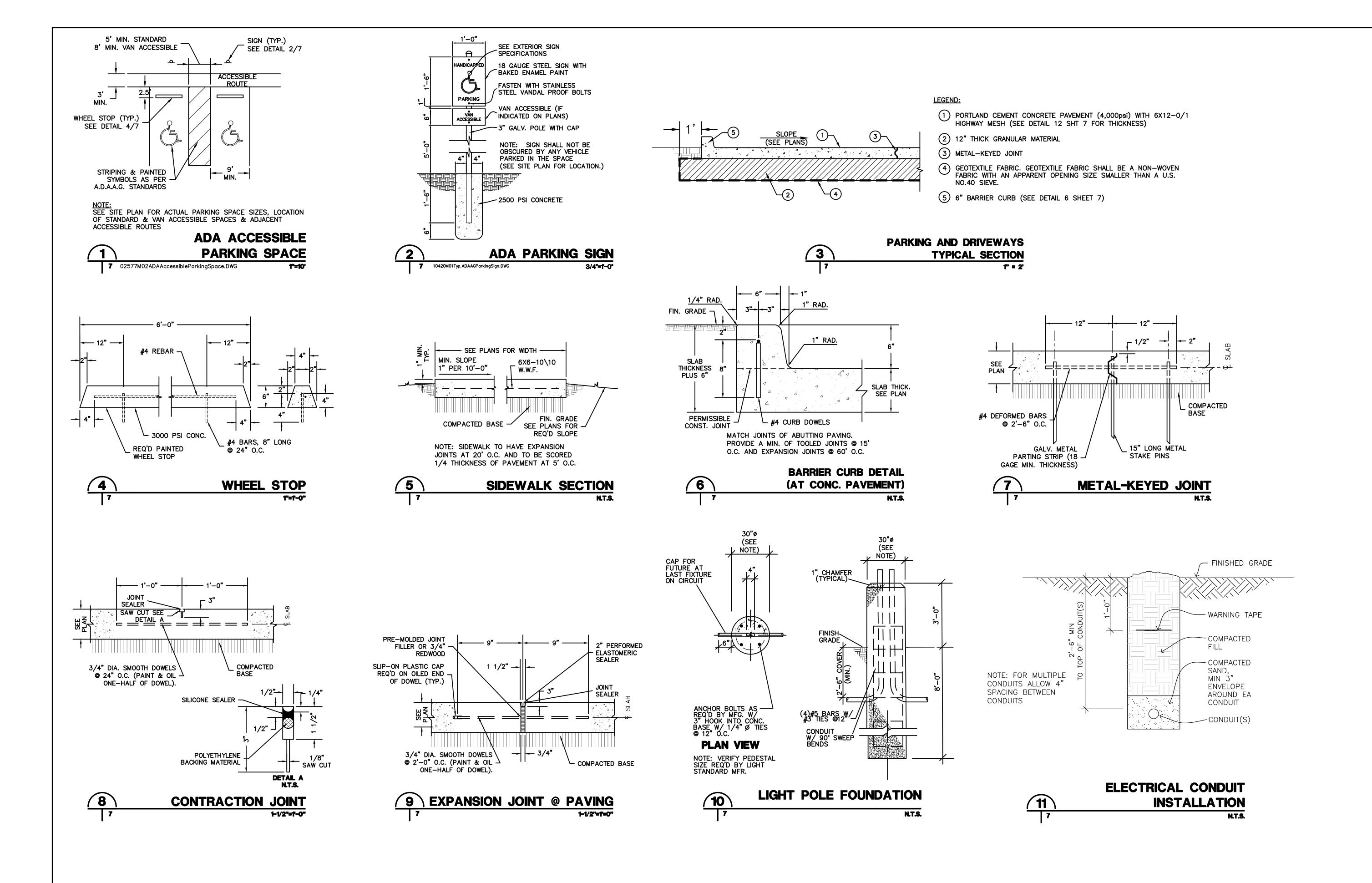
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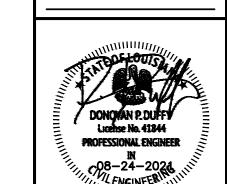
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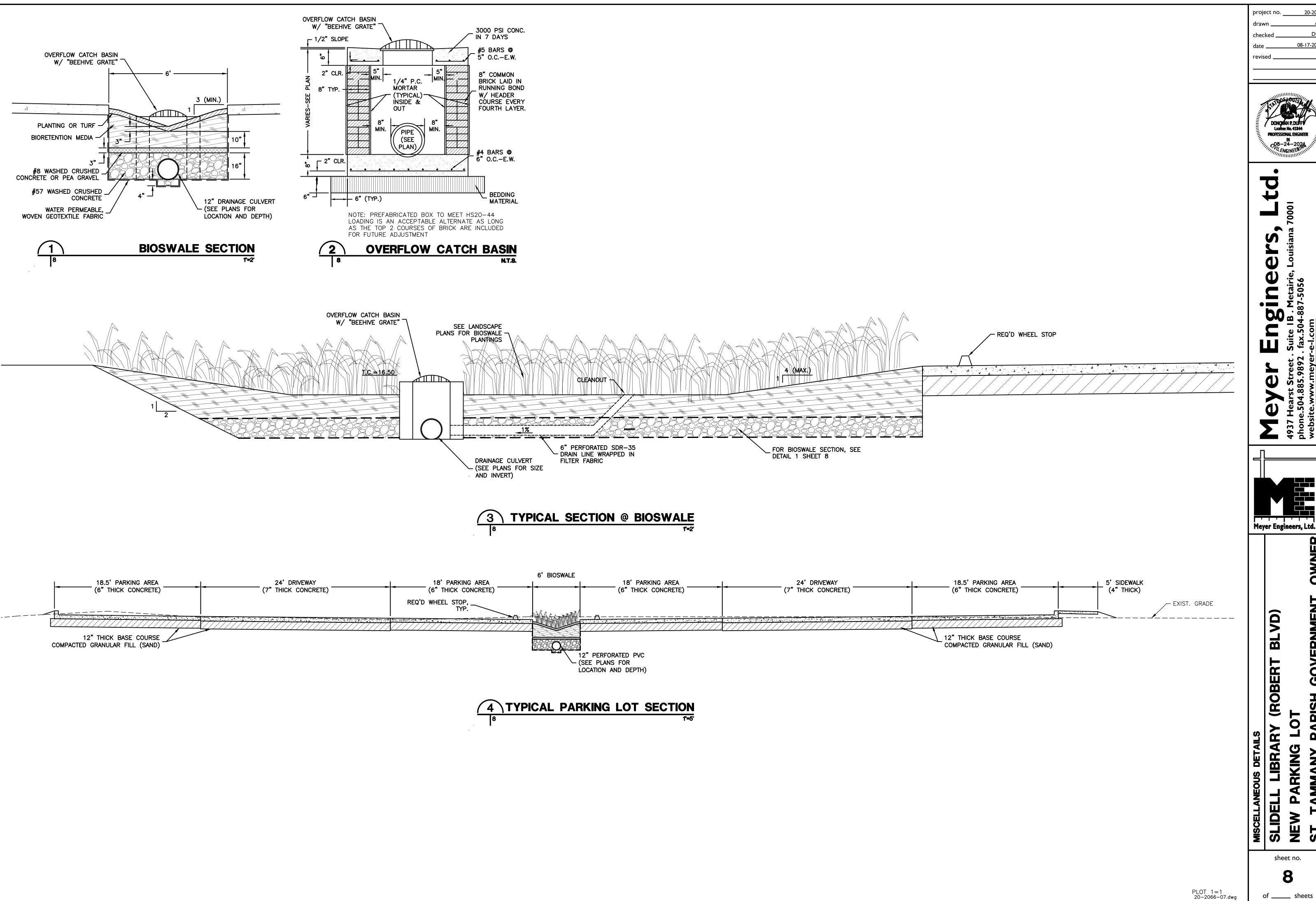
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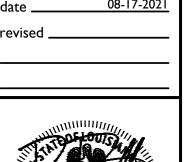
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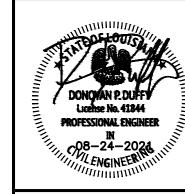


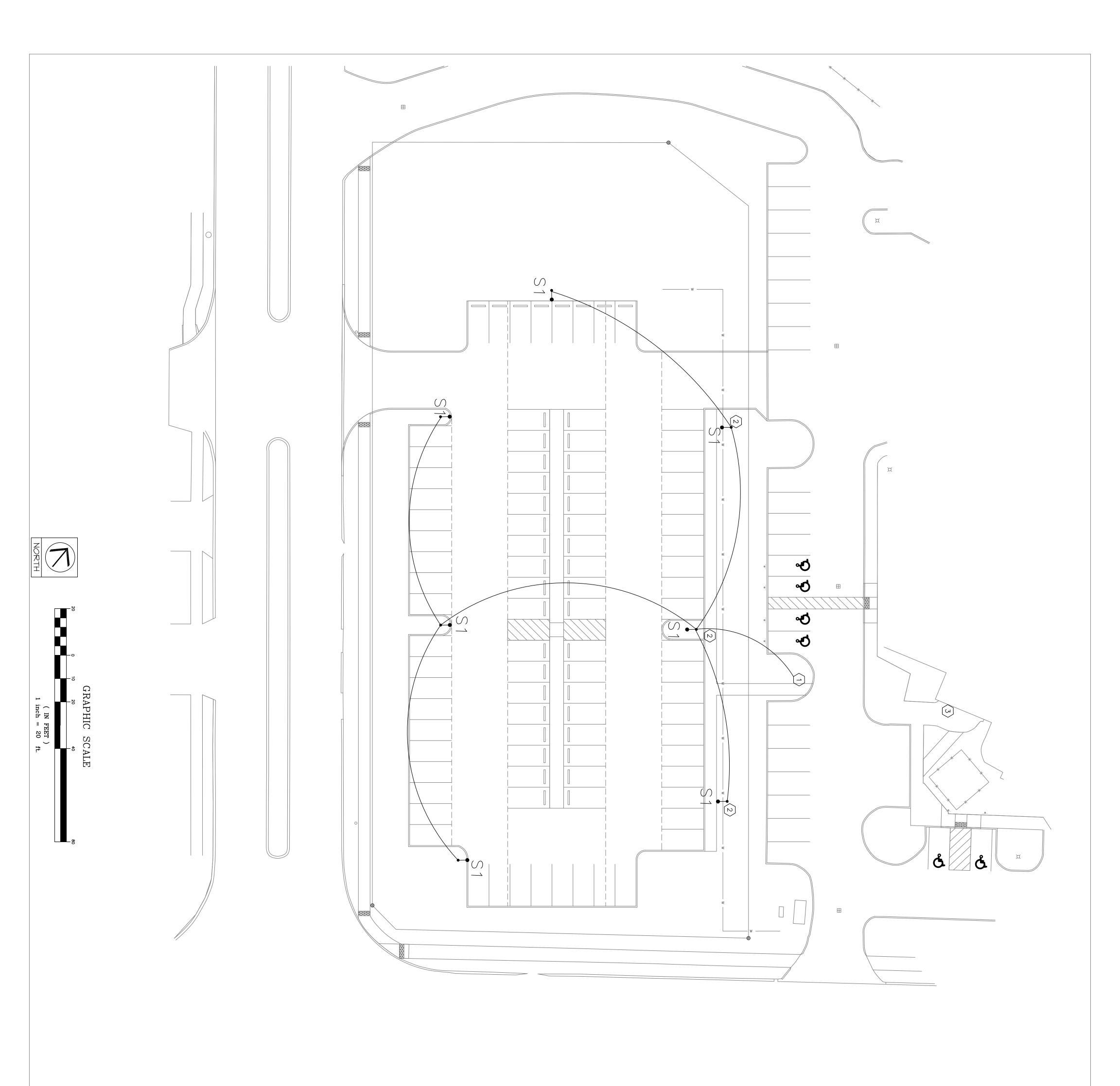
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PECIFIC NOTES THIS SHEET:

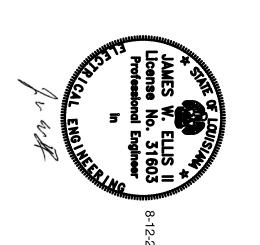
2#10 AWG AND 1#10 GRD IN 3/4"C. ROUTE TO EXISTING LIBRARY WHERE SHOWN AND PENETRATE WALL AND ROUTE ABOVE CEILING TO PANEL LP1 IN EXISTING ELECTRICAL ROOM APPROXIMATELY 140' THROUGH BUILDING AND ABOVE CEILING. PROVIDE NEW 20A, 1P, BREAKER IN SPACE AVAILABLE. ROUTE THROUGH TIME CLOCK, TORK EZW-103. PROVIDE TIME CLOCK.

APPROXIMATE LOCATION TO ENTER BUILDING WITH CONDUIT. COORDINATE EXACT LOCATION WITH OWNER PRIOR TO STARTING WORK. COORDINATE ROUTING INSIDE OF BUILDING WITH OWNER PRIOR TO STARTING WORK.

ALL CONDUIT SHALL BE MINIMUM 1/2" AND CONTAIN A#12 GROUND MINIMUM. FIXTURE TYPE S1 SHALL BE LUMARK# PRV-C40-D-UNV-T4 MOUNTED ON 30' SQUARE POLE. COLOR TO MATCH EXISTING FIXTURES. PROVIDE ALL NECESSARY MOUNTING HARDWARE AND BASE COVER FOR POLE.

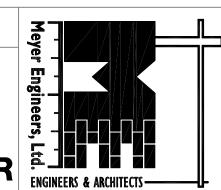
AVOID EXISTING UTILITIES NEAR BUILDING WHEN ROUTING CONDUIT FOR LIGHTING ETC. COORDINATE WITH LOUISIANA ONE CALL AND OWNER TO MARK UTILITIES.

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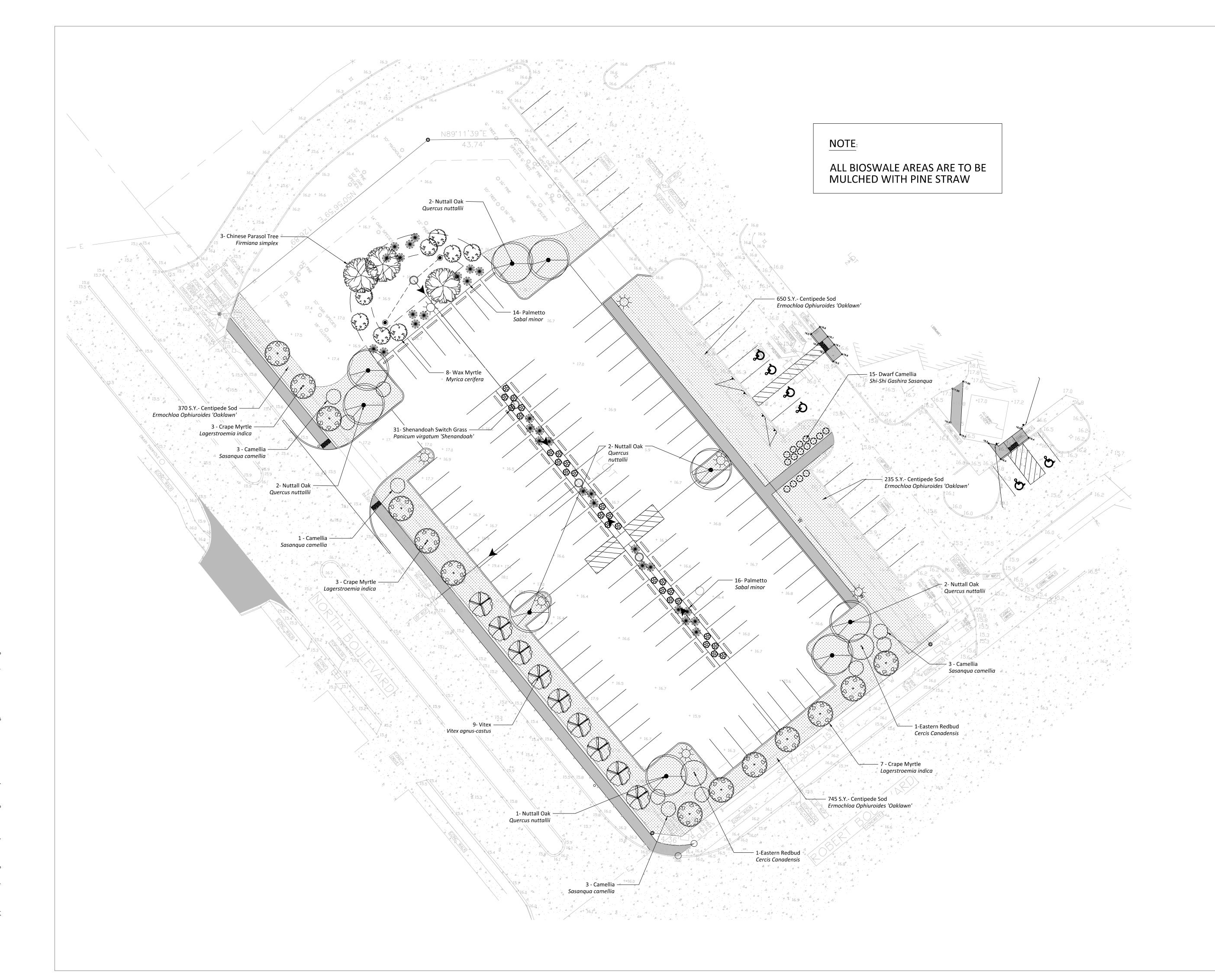
**ELECTRICAL SITE PLAN** 

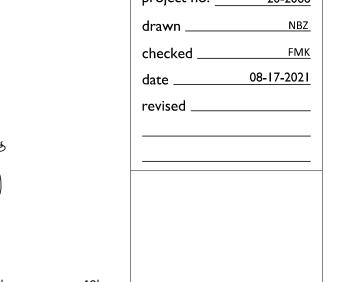
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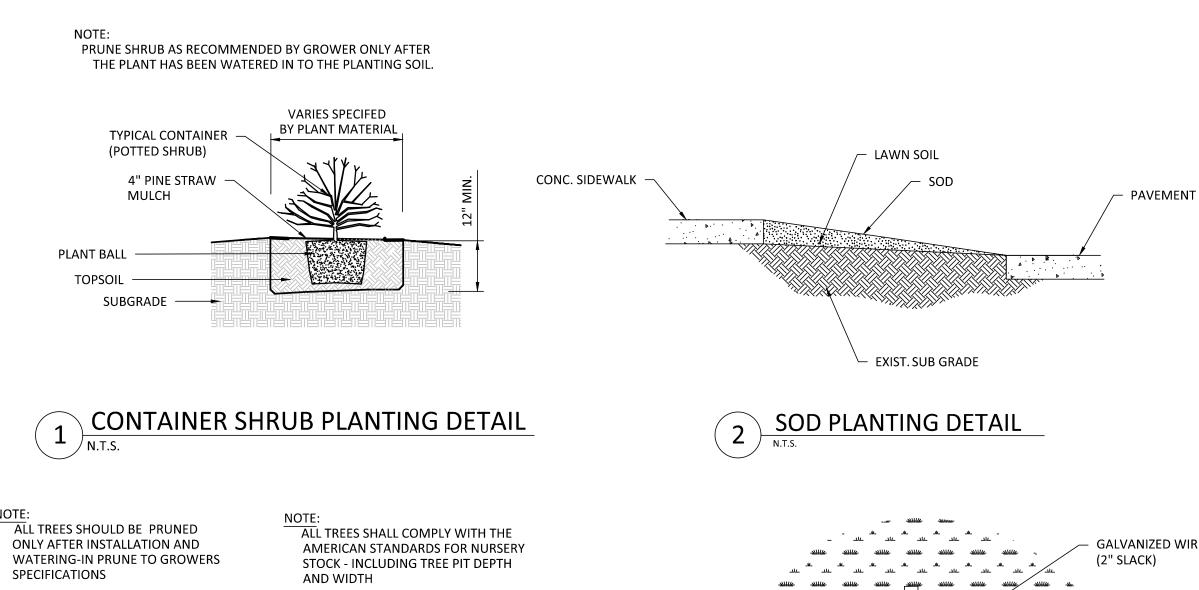
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Kyle Associates, LLC Planning, Engineering, and Landscape Architectu 638 Village Lane N. • Mandeville, LA 70471 • 985.727.9377



TYPICAL B&B TREE

PLASTIC SPIRAL

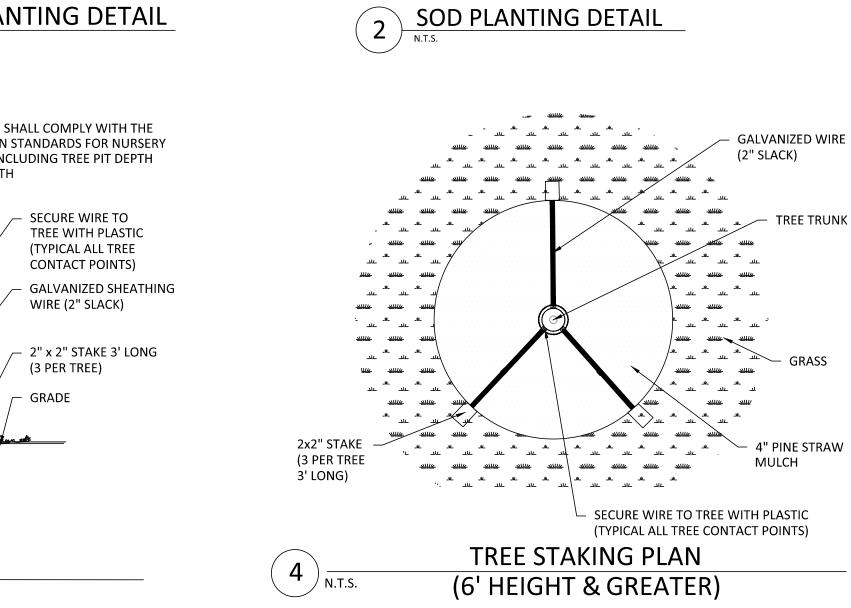
4" PINE STRAW MULCH

TREE BALL

**TOPSOIL MIXTURE** 

N.T.S.

TREE PROTECTION



# **GENERAL NOTES**

- 1. THE WORK PERFORMED UNDER THE DIRECTION OF THESE DOCUMENTS IS TO BE OF THE HIGHEST WORKMANSHIP AND QUALITY FOR WORK OF THIS TYPE. BEST INDUSTRY STANDARDS ARE TO BE APPLIED FOR ALL WORK DEFINED IN THESE DOCUMENTS.
- 2. THIS SET OF PLANS HAS BEEN DEVELOPED USING A SURVEY OR BASE INFORMATION PROVIDED BY THE OWNER. CONTRACTOR IS TO IMMEDIATELY NOTIFY THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES THAT EXIST BETWEEN THE SURVEY/BASE INFORMATION AND THE ACTUAL FIELD CONDITIONS.
- 3. THE PLAN REFLECTS A PROGRAM SET FORTH BY THE PROJECT OWNER. VARIATION IN PLANT SPECIES, SIZE, OR ARRANGEMENTS WILL NOT BE ALLOWED WITHOUT PRIOR WRITTEN APPROVAL BY THE LANDSCAPE ARCHITECT. ALL CORRESPONDENCE, ADDITIONS, SUBTRACTIONS, OR OTHER INSTANCES WHERE VARIATIONS IN THE PLAN MAY BE SUITABLE SHALL BE DIRECTED TO THE LANDSCAPE ARCHITECT IMMEDIATELY.
- 4. ALL WORK PERFORMED UNDER THESE DOCUMENTS IS TO BE DONE IN ACCORDANCE WITH THE LAWS AND REGULATIONS OF THE JURISDICTION IN WHICH THE PROJECT IS LOCATED. LOCAL, STATE, AND FEDERAL LAWS APPLY.
- 5. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND THE COST OF ALL PERMITS AND APPROVALS REQUIRED FOR THIS WORK. ONLY LICENSED AND INSURED LANDSCAPE CONTRACTORS WILL BE PERMITTED TO PERFORM THE WORK INDICATED ON THESE PLANS.
- 6. THE CONTRACTOR IS TO CONTACT THE LOCAL UTILITY LOCATION SERVICE PRIOR TO THE COMMENCEMENT OF WORK AND HAVE ALL SUBSURFACE UTILITIES MARKED ON THE GROUND SURFACE, INCLUDING BUT NOT LIMITED TO TELEPHONE, NATURAL GAS, CABLE, WATER, SEWER, DRAINAGE, AND FIBER OPTIC. DEPTH OF THE UTILITIES SHALL BE A CONSIDERATION IN THIS EVALUATION. ADJUSTMENTS REQUIRED TO THE LANDSCAPE PLAN OR IRRIGATION DESIGN AS A RESULT OF UTILITY CONFLICTS ARE TO BE MADE PRIOR TO THE COMMENCEMENT OF WORK.
- 7. ALL EXISTING UTILITIES ARE TO BE PROTECTED AND MAINTAINED. REPAIRS ON UTILITIES DAMAGED BY THE CONTRACTOR WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- 8. ALL EXISTING TREES AND OTHER LANDSCAPING THAT IS TO REMAIN, IS TO BE PROTECTED BY INSTALLING 4' ORANGE CONSTRUCTION SAFETY FENCING AROUND THE TREE AT THE DRIP LINE AND AROUND OTHER PLANTINGS AT THE EDGE OF THE PLANTED AREA.
- 9. EXISTING TREES AND SHRUBS THAT ARE INDICATED "TO BE REMOVED" ON THE PLANS SHALL BE CUT AND DISPOSED OF OFF SITE. THIS INCLUDES THE REMOVAL OF ALL ROOT SYSTEMS AND STUMPS (WHICH MAY BE GROUND) SO THAT THIS MATERIAL DOES NOT INTERFERE WITH THE NEW LANDSCAPE PROGRAM.
- 10. ALL CONSTRUCTION DEBRIS, INCLUDING BUT NOT LIMITED TO ROCKS, CONCRETE, BATTER BOARDS, PIPE, AND FOUNDATION BASE MATERIAL IS TO BE REMOVED FROM AREAS TO BE PLANTED PRIOR TO THE INSTALLATION OF BEDDING SOIL OR BASE PREPARATION FOR SOD.
- 11. UPON COMPLETION OF ALL BED PREPARATION, PLANTS ARE TO BE FULLY ARRANGED IN THE BED PRIOR TO INSTALLATION. THE LANDSCAPE ARCHITECT AND/OR THE OWNER ARE TO APPROVE THE ARRANGEMENT PRIOR TO PLANT INSTALLATION. THE LANDSCAPE CONTRACTOR IS TO ROTATE ALL TREE AND LARGE SHRUB MATERIAL AS TO MAXIMIZE THE BENEFIT OF THE BRANCHING STRUCTURE TOWARDS THE OUTWARD APPEARANCE. FAILURE TO OBTAIN SUCH APPROVAL MAY RESULT IN THE RELOCATION OF MATERIAL
- 12. ALL TREES ARE TO BE STAKED USING WOOD STAKES, THREE PER TREE. GUY WIRES ARE TO BE GALVANIZED WITH PLASTIC SHEATHING AT ALL TREE CONTACT POINTS. GUY WIRES ARE TO BE SET WITH 2" SLACK TO ALLOW FOR TREE MOVEMENT. ALL WIRES ARE TO BE FLAGGED WITH HIGH VISIBILITY TAPE.

# PLANT MATERIAL NOTES

- 1. UPON APPROVAL OF THE PLANTING BED SHAPES AND TREE LOCATIONS, ALL EXISTING VEGETATION IN THESE AREAS IS TO BE CHEMICALLY ERADICATED USING A NON-SELECTIVE HERBICIDE (ROUND-UP OR EQUAL) APPLIED PER MANUFACTURER'S INSTRUCTIONS. BEDDING MATERIAL/PLANTING MEDIUM IS NOT TO BE PLACED IN THESE AREAS UNTIL THE CHEMICAL APPLICATION HAS SATISFACTORILY ELIMINATED THIS VEGETATION.
- 2. WHERE EXCAVATION REVEALS UNSUITABLE SOILS FOR PROPER TREE GROWTH, THE PLANTING HOLE IS TO BE DUG TWO TIMES THE SIZE OF THE ROOT BALL SPECIFIED, AND ALL BACKFILL IS TO BE TOPSOIL OR GARDEN MIX. UNSUITABLE MATERIAL IS TO BE REMOVED FROM THE SITE.
- 3. UPON INSTALLATION OF PLANT MATERIAL, ALL TREE WELLS AND BEDDING AREAS ARE TO BE MULCHED WITH PINE STRAW MULCH, AS DIRECTED BY THE LANDSCAPE ARCHITECT AND/OR OWNER. MULCH SHALL BE A MINIMUM OF 4" THICK.
- 4. ALL PLANT MATERIAL SPECIFIED IS TO BE FREE OF ALL PESTS, DISEASE, AND OTHER FOREIGN MATTER UPON DELIVERY TO THE SITE. MATERIAL SHOULD COME FROM A REPUTABLE AND LICENSED NURSERY WITHIN THE REGION WHERE THE PROJECT EXISTS. ANY PLANT THAT DOES NOT MEET THESE REQUIREMENTS OR IS NOT IN EXCELLENT HEALTH WILL BE REJECTED.
- 5. ALL PLANT MATERIAL WILL MEET OR EXCEED THE MINIMUM SIZES INDICATED IN THE PLANT MATERIAL SCHEDULE. ADDITIONALLY, ALL CONTAINER PLANT MATERIAL IS TO HAVE BEEN IN THE CONTAINER SIZE SPECIFIED FOR A MINIMUM OF ONE FULL GROWING SEASON. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REFUSE MATERIAL IN THE EVENT THESE MINIMUM STANDARDS ARE NOT MET.
- 6. PLANT MATERIAL DELIVERED TO THE PROJECT SITE IS NOT TO BE STOCKPILED FOR MORE THAN THREE DAYS. THE CONTRACTOR IS FULLY RESPONSIBLE FOR THE HEALTH AND WELL BEING OF ALL LANDSCAPE MATERIAL STAGED ON SITE.
- 7. ALL PLANT MATERIAL IS TO BE FERTILIZED AT THE TIME OF PLANTING WITH A BALANCED, TIME RELEASED FERTILIZER SUITABLE FOR THE SPECIFIC PLANT MATERIAL INSTALLED. FERTILIZATION FOR MATERIAL IN PLANTING BEDS MAY BE INCORPORATED INTO THE SOIL MIX OR APPLIED AT EACH PLANT LOCATION.
- 8. THE LANDSCAPE CONTRACTOR IS TO APPLY A WEED INHIBITOR ON THE SURFACE OF ALL BED AREAS PRIOR TO MULCHING, OR AS PER MANUFACTURER'S INSTRUCTIONS.
- 9. THE SCOPE OF THIS PROJECT INCLUDES THE PRUNING AND MAINTENANCE OF ALL MATERIAL (IMMEDIATELY AFTER PLANTING). PLANT MATERIAL IS TO HAVE THE HIGHEST QUALITY APPEARANCE AT THE TIME OF FINAL PRODUCT ACCEPTANCE.
- 10. IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO WATER ALL MATERIAL THOROUGHLY UPON INSTALLATION, EVERY DAY FOR THE FIRST THREE DAYS FROM PLANTING, THEN EVERY OTHER DAY FOR THE NEXT TEN DAYS. THIS REQUIREMENT WILL BE WAIVED IF AN IRRIGATION SYSTEM IS INSTALLED AND OPERATIONAL.
- 11. CONTRACTOR IS TO WARRANT THE SURVIVABILITY OF ALL PLANT MATERIAL FOR ONE YEAR AFTER ACCEPTANCE, WITH EXCEPTIONS BEING MADE FOR FREEZE, WIND DAMAGE, AND VEHICULAR DAMAGE. DROUGHT IS EXCLUDED.
- 12. SOIL FOR LAWN AREAS IS TO BE A SANDY LOAM TYPE SOIL, FREE OF STICKS, ROOTS, EXISTING VEGETATION, AND ROCKS, AND IS TO HAVE A MINIMUM DEPTH OF 6" TO 8". BEDDING AREA SOILS ARE TO BE A GARDEN MIX OF SANDY LOAM, FINELY CHOPPED BARK MULCH, AND A NUTRIENT BASE EITHER FROM FERTILIZERS OR NATURAL SOIL AMENDMENTS. ALL BEDDING AREAS ARE TO HAVE A MINIMUM PLANTING DEPTH OF 12". EXISTING MATERIAL MAY BE AMENDED PROVIDED THE QUALITY SPECIFIED ABOVE IS MET.
- 13. ALL LAWN AREAS THAT ARE TO BE SODDED SHALL BE FREE OF NOXIOUS WEEDS AND PESTS, AND SOURCED FROM A LICENSED AND REPUTABLE SOD GROWER LOCATED WITHIN THE REGION. NO "PASTURE GRASS" SOD IS ALLOWED.
- 14. ALL GRADING OF LAWN AND BED AREAS ARE TO BE AWAY FROM STRUCTURES AND WALKS. FINAL LAWN GRADES ARE TO BE ESTABLISHED AS PART OF THE OVERALL DRAINAGE SYSTEM.

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