

NOTICE TO BIDDERS

ST. TAMMANY PARISH

Bid # 20–27-2 – Coroner Parking Lot Expansion

Sealed bids will be received by the Department of Procurement, until 2:00 p.m., **Wednesday**, **January 20, 2021**, and then opened and read publicly at that time by the Procurement Staff for the following project:

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, and Bridge Construction

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

It is the Bidder's responsibility to check the Parish website frequently for any possible addenda that may be issued. The Parish is not responsible for a Bidder's failure to download any addenda documents required to complete a submission.

A Mandatory Pre-Bid Conference shall be held at 10:00 AM CST/CDT on Wednesday, January 06, 2021, at the Coroner Parking Lot, 65278 Highway 434, LA 70445.

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 <u>www.bidexpress.com</u>.

Due to the COVID-19 pandemic, and in an effort to help slow the spread of the virus, Openings will take place outside at the "Pavilion" of Building B located at 21454 Koop Drive, Mandeville, La. 70471. Any questions regarding this should be directed to the Department of Procurement via email at <u>purchasing@stpgov.org</u>. Please call the Procurement office at 985-898-2520 and we will meet you at the front entrance of Building B to collect bids and issue a receipt.

Procurement Department

BID PROPOSAL

ST. TAMMANY PARISH GOVERNMENT



BID PACKAGE FOR

CORONER PARKING LOT EXPANSION

BID NO.: 20-27-2

OCTOBER 30, 2020

Version 2018 Q3

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Section 02

Instructions to Bidders

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

- 1. Bid security is required. Be sure that your bid includes such security as is necessary to meet Parish requirements and is properly signed. The bid must be fully completed. All applicable Louisiana license numbers must be affixed.
- 2. The Owner is the St. Tammany Parish Government (the "Parish").
- 3. The terms "he/his" and "it/its" may be used interchangeably.
- 4. The terms "Owner," the "Parish," and "St. Tammany Parish" may be used interchangeably.
- 5. The successful Bidder understands the limited contract time in the contract is <u>90 days</u> (<u>ninety days</u>), and shall submit any request for an extension of time in accordance with the General and Supplementary Conditions. Said request will reflect the days requested and the reason for same. No extension request is guaranteed or absolute.
- 6. Bidder specifically understands that acknowledgment of the General Conditions is required. Bidder specifically understands that signature of receipt of the General Conditions is mandated. The Bidder's signature on the "Louisiana Uniform Public Work Bid Form" will serve as acknowledgment of the Bidder's receipt and understanding of the General Conditions as well as any Supplementary Conditions.
- 7. *If any additional work* is performed by the contractor without <u>written approval</u> by owner, the cost of the work will be borne by the contractor and will not be reimbursed by the Parish.
- 8. **Only** the Louisiana Uniform Public Bid Form, the Unit Price Form (if necessary), the bid security, and written evidence of authority of person signing the bidshall be submitted on or before thebid openingtime and date provided for in the Bid Documents. Necessary copies of the Louisiana Uniform Public Work Forms and Unit Price Forms (if necessary) will be furnished for Bidding. Bound sets of the Contract Documents are for Bidder's information and should not be used in submitting Bids.
- 9. All other documents and information required are to be submitted by the low Bidder within ten (10) days after the opening of the bids, and at the same time of day and location as given for the opening of the bids in the Bid Documents.
- 10. Each Bid must be submitted in a sealed envelope, unless submitted electronically. The outside of the envelope shall show the name and address of the Bidder, the State Contractor's License Number of the Bidder (if work requires contractor's license), and the Project name and the Bid number. In the case of an electronic bid proposal, a contractor may submit an authentic digital signature on the electronic bid proposal accompanied by the contractor's license number, Project name and the Bid number.
- 11. The price quoted for the Work shall be stated in words and figures on the Bid Form, and in figures only on the Unit Price Form. The price in the Bid shall include all costs necessary for the complete performance of the Work in full conformity with the conditions of the Contract Documents, and shall include all applicable Federal, State, Parish, Municipal or other taxes. The price bid for the items listed on the Unit Price Form will include the cost of all related items not listed, but which are normally required to do the type of Work bid.

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

- 20. The Owner reserves the right to reject any or all Bids for just cause in accordance with the Public Bid Law,LSA-R.S. 38:2214(B). Incomplete, informal, illegible, or unbalanced Bids may be rejected. Reasonable grounds for belief that any one Bidder is concerned directly or indirectly with more than one Bid will cause rejection of all Bids wherein such Bidder is concerned. If required, a Bidder shall furnish satisfactory evidence of its competence and ability to perform the Work stipulated in its Proposal. Incompetence will constitute cause for rejection. If the Parish determines that the bidder is not responsive or responsible for any reason whatsoever, the bid may be rejected in accordance with State law.
- 21. 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.
- 24. 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.
- 27. 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.
- 30. 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.
- 31. 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 conformancewith 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.
- 34. 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.
- 35. 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 Version 2018 Q3 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 41. 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.
- 43. 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.
- 48. 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.

<u>Name of Certificate Holder</u>: 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 requiredfor 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.

- 52. 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 theprotest 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 canrequest additional methods of notification.

- 54. The last day to submit questions and/or verification on comparable products will be no later than 2:00pm 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 <u>Purchasing@stpgov.org</u>. 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 anytime 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.

Section 03

Summary of Work

I. <u>Work to Include:</u>

- A. The Scope of Work for this Project is defined by the Contract Documents and consists of the following:
 - 1.Construct a concrete parking lot connected to the existing entrance drive. The new parking lot shall include 50 new parking spaces. This new area shall include new lighting and landscaping to complement the existing site. This construction will also include surface and sub-surface drainage.
 - 2.Fill shall be obtained from the existing stockpile on site and from off-site location as needed to construct to the elevations as shown on plans.
 - 3. Hire a licensed Landscape Architect to provide Landscaping Plans and Specifications for the new drive and parking areas.

B.Type of Contract.

1.Project will be constructed under a single prime contract.

II. Location of Work:

St Tammany Parish Coroner's Office, 65278 LA 434 Lacombe LA 70455.

III. <u>Documents:</u> Bid Documents dated October 30, 2020, and entitled:

Coroner Parking Lot Expansion Bid No. : 20-27-2

IV. <u>OTHER REQUIREMENTS</u> (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 (2006 Edition of Louisiana Standard Specifications for Roads and Bridges).
- 2.Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- 3.Owner will occupy site and existing adjacent building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
- 4.Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

LOUISIANA UNIFORM PUBLIC WORK BID FORM

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

BID FOR:

Coroner Parking Lot Expansion 65278 LA 434 Lacombe LA 70455 Bid No: 20-27-2 (Owner to provide name of project and other identifying information.)

(Owner to provide name and address of owner)

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: Dammon Engineering, Inc and dated: October 30, 2020.

(Owner to provide name of entity preparing bidding documents.)

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

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

____Dollars(\$_____)

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

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

No Alternates	Dollars (\$)
Alternate No. 2(Owner to provide description of alternate	nate and state whether add or deduct) for the lump sum of:
No Alternates	Dollars (\$)
Alternate No. 3(Owner to provide description of alternate	nate and state whether add or deduct) for the lump sum of:
No Alternates	Dollars (\$)
LOUISIANA CONTRACTOR'S LICENSE NAME OF AUTHORIZED SIGNATORY C TITLE OF AUTHORIZED SIGNATORY C	OF BIDDER:
SIGNATURE OF AUTHORIZED SIGNAT	ORY OF BIDDER**:

DATE:

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

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

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

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

LOUISIANA UNIFORM PUBLIC WORK BID FORM UNIT PRICE FORM

TO: St. Tammany Parish Government 21454 Koop Dr., Suite 2F Mandeville, La 70471 BID FOR: Coroner Parking Lot Expansion 65278 LA 434 Lacombe LA 70455 Bid No: 20-27-2

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

DESCRIPTION:	\boxtimes Base Bid or \square A	Alt.# MOBILIZATION	۸	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
1	1	LS		

DESCRIPTION:	\boxtimes Base Bid or \square A	⊠ Base Bid or □ Alt.#LICENSED LANDSCAPE ARCHITECT							
REF. NO.	QUANTITY: UNIT OF MEASURE: UNIT PRICE UNIT PRICE UNIT PRICE UNIT PRICE UNIT PRICE UNIT PRICE								
2	1	LS							

DESCRIPTION:	\square Base Bid or \square A	⊠ Base Bid or □ Alt.#TREE REMOVAL, CUT, CHIP, AND STUMP REMOVAL							
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)					
3	9	EA							

DESCRIPTION:	\square Base Bid or \square A	⊠ Base Bid or 🗖 Alt.#TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES							
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)					
4	1,000	LF							

DESCRIPTION:	\boxtimes Base Bid or \square A	⊠ Base Bid or □ Alt.#STRIPPING AND STOCKPILING TOPSOIL							
REF. NO.	QUANTITY: UNIT OF MEASURE: UNIT PRICE UNIT PRICE Unit Price)								
5	1,132	СҮ							

DESCRIPTION:	\boxtimes Base Bid or \square A	⊠ Base Bid or □ Alt.#GRADING AREA TO BE PAVED							
REF. NO.	QUANTITY: UNIT OF MEASURE: UNIT PRICE UNIT PRICE								
6	3,277	SY							

DESCRIPTION:	\boxtimes Base Bid or \square A	Base Bid or 🗖 Alt.#PREPARE PLOW/SCARIFY OWNER SUPPLIED BORROW SOIL BACKFILL							
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)					
7	2,372	СҮ							

DESCRIPTION:	⊠ Base Bid or □	⊠ Base Bid or □ Alt.#HAULING BORROW SOIL BACKFILL							
REF. NO.	QUANTITY:	QUANTITY: UNIT OF MEASURE: UNIT PRICE UNIT PRICE UNIT Price)							
8	2,372	CY							

DESCRIPTION:	\boxtimes Base Bid or \square A	⊠ Base Bid or □ Alt.#PREPARE AND ROLL SUB-BASE							
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)					
9	3,277	SY							

DESCRIPTION:	⊠ Base Bid or □.	⊠ Base Bid or □ Alt.#CATCH BASIN							
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)					
10	2	EA							

DESCRIPTION:	\boxtimes Base Bid or \square A	⊠ Base Bid or □ Alt.#21" CORRUGATED PLASTIC STORMWATER PIPE					
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)			
11	140	LF					

	DESCRIPTION:	⊠ Base Bid or □ Alt.#DELIVERED CRUSHED STONE					
	REF. NO.	QUANTITY: UNIT OF MEASURE: UNIT PRICE UNIT PRICE UNIT OF MEASURE: UNIT PRICE UNIT PRICE UNIT PRICE					
Γ	12	1,200	СҮ				

DESCRIPTION:	N: Base Bid or Alt.#COMPACTEDCRUSHED STONE, 6" DEEP AGGREGATE BASE				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
13	3,277	SY			

DESCRIPTION:	\square Base Bid or \square A	⊠ Base Bid or □ Alt.#CONCRETE FOR PARKING LOTS, DRIVEWAYS AND WALKS					
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)			
14	3,277	SY					

DESCRIPTION	$\blacksquare Base Bid or \Box$	⊠ Base Bid or □ Alt.#CONCRETE CURBS					
REF. NO.	QUANTITY:	QUANTITY: UNIT OF MEASURE: UNIT PRICE UNIT PRICE UNIT Price					
15	1,066	LF					

DESCRIPTION:	\square Base Bid or \square A	⊠ Base Bid or □ Alt.#PAINTED PARKING SPOTS					
REF. NO.	QUANTITY: UNIT OF MEASURE: UNIT PRICE UNIT PRICE UNIT OF MEASURE: UNIT PRICE UNIT PRICE UNIT PRICE						
16	50	EA					

DESCRIPTION:	\square Base Bid or \square A	⊠ Base Bid or □ Alt.#PARKING WHEEL STOPS				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)		
17	25	EA				

DESCRIPTION:	⊠ Base Bid or □ Alt.#POLE MOUNTED SINGLE LED LUMINAIRE					
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)		
18	10	EA				

DESCRIPTION:	\boxtimes Base Bid or \square A	⊠ Base Bid or □ Alt.#LIGHTNING PROTECTION FOR LIGHT POLES					
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)			
19	10	EA					

DESCRIPTION:	\boxtimes Base Bid or \square A	⊠ Base Bid or □ Alt.#GROUND RODS FOR LIGHT POLES					
REF. NO.	QUANTITY:	QUANTITY: UNIT OF MEASURE: UNIT PRICE UNIT PRICE UNIT Price)					
20	10	EA					

DESCRIPTION:	⊠ Base Bid or □	⊠ Base Bid or □ Alt.#CONCRETE BASE FOR LIGHT POLES					
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)			
21	10	EA					

DESCRIPTION:	Base Bid or	⊠ Base Bid or □ Alt.# CONDUIT AND WIRING					
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)			
22	1,200	LF					

DESCRIPTION:	DN: 🖾 Base Bid or 🖬 Alt.# SPREAD TOPSOIL FROM STOCKPILED SOIL FOR LANDSCAPING			
REF. NO.	QUANTITY: UNIT OF MEASURE: UNIT PRICE UNIT PRICE UNIT Price)			
23	1,132	CY		

DESCRIPT					
REF. N	NO.	QUANTITY: UNIT OF MEASURE: UNIT PRICE UNIT PRICE UNIT PRICE EXTENSION (Quantity times Unit Price)			
24		1	LS		

Section 05

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

STATE OF _____

PARISH/COUNTY OF _____

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

Print Name

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

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

been convicted of, or has entered a plea of guilty or *nolo contendere* to any of the crimes or equivalent federal crimes listed in LSA-R.S. 38:2227(B).

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

Printed Name	:
Title:	
Entity name:	

THUS SWORN TO AND SUBSCRIBED BEFORE ME, THIS______, DAY OF ______, 20____

Notary	Public
1 Vuar y	I uone

Print Name:	

Notary I.D./Bar No.:	
•	

My commission expires: _____

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

STATE OF ______ PARISH/COUNTY OF

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

Print Name

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

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

Printed Name:	
Title:	
Name of Entity:	

THUS SWORN TO AND SUBSCRIBED BEFORE ME, THIS______, DAY OF ______, 20___

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

Section 06



INSURANCE REQUIREMENTS*

Construction Project: Coroner Parking Lot Expansion

Project/Quote/Bid#: 20-27-2

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.
 - 5. <u>Project Reference</u>: The project(s) and location(s) shall be referenced in the Comment or Description of Operations section of the Certificate of Insurance (Project ##-###, or Bid # if applicable, Type of Work, Location).
- C. Coverage must be issued by insurance companies authorized to do business in the State of Louisiana. Companies must have an A.M. Best rating of no less than A-, Category VII. St. Tammany Parish Risk Management Department may waive this requirement only for Workers Compensation coverage at their discretion.

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

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

- $\mathbf{\Lambda}$
- <u>Commercial General Liability*</u> insurance Occurrence Form with a Combined Single Limit for bodily injury and property damage of at least \$1,000,000 per Occurrence / \$2,000,000 General Aggregate and \$2,000,000 Products-Completed Operations. Contracts over \$1,000,000 may require higher limits. The insurance shall provide for and the certificate(s) of insurance shall indicate the following coverages:
 - a) Premises operations;
 - b) Broad form contractual liability;
 - c) Products and completed operations;
 - d) Personal/Advertising Injury;
 - e) Broad form property damage (for Projects involving work on Parish property);
 - f) Explosion, Collapse and Damage to underground property.
 - g) Additional Insured forms CG 2010 and CG 2037 in most current edition are required.
- 2. <u>Business Automobile Liability*</u> insurance with a Combined Single Limit of \$1,000,000 per Occurrence for bodily injury and property damage, and shall include coverage for the following:
 - a) Any auto;
 - or
 - b) Owned autos; and
 - c) Hired autos; and
 - d) Non-owned autos.
- 3. Workers' Compensation/Employers Liability insurance* Workers' Compensation coverage as required by State law. Employers' liability limits shall be a minimum of \$1,000,000 each accident, \$1,000,000 each disease, \$1,000,000 disease policy aggregate. When water activities are expected to be performed in connection with this project, coverage of \$1,000,000 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. <u>Pollution Liability and Environmental Liability*</u> 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:

- 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.

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.)

- 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. <u>St. Tammany Parish</u> Government, ATTN: Risk Management Department, P. O. Box 628, Covington, LA 70434 shall be the first named insured on the policy.
- 8. <u>Builder's Risk Insurance</u> 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. <u>St. Tammany Parish Government, ATTN: Risk Management Department, P. O. Box 628, Covington, LA 70434 shall be the first named insured on the policy.</u>
- 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. <u>St. Tammany Parish Government, ATTN: Risk Management Department, P. O. Box 628, Covington, LA 70434 shall be the first named insured on the policy.</u>

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

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

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

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

Any inquiry regarding these insurance requirements should be addressed to:

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

Insurance Requirements – Coroner Parking Lot Expansion

HOLD HARMLESS AGREEMENT

(Contractor) agrees to protect, defend, indemnify, save, and hold harmless St. 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 paragraph above, at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

SIGNED, this day of, 20 WITNESSES:		
	(Name of Contractor)	
Print Name:	 BY: (Signature of Authorized Officer) 	
	Print Name: :	
Print Name:		
STATE OF	_	
PARISH/COUNTY OF	_	
SWORN TO and subscribed before me, Notary, on th	his 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#

Project Signs

1. General

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

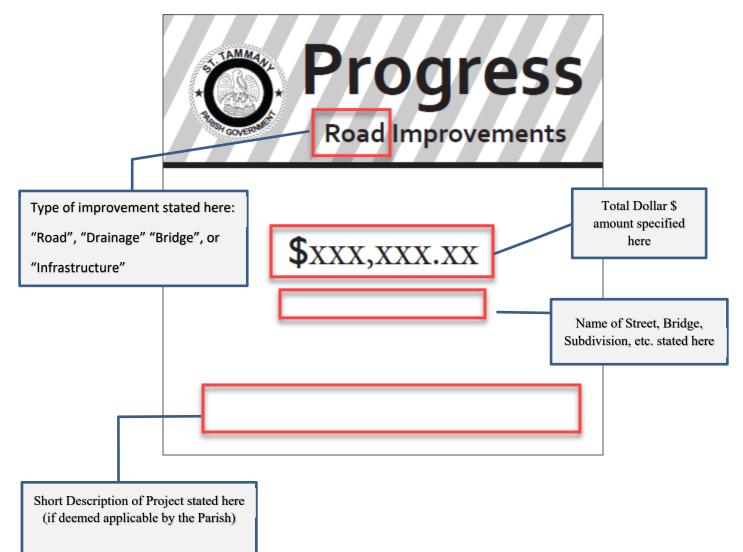
2. Materials

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

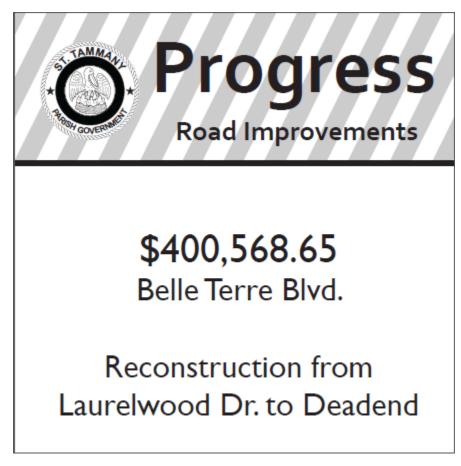
3. Execution

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

Blank Template of Parish Project Sign:



Example of a Completed Parish Project Sign:



Version 2020 Q1

General Conditions for St. Tammany Parish Government

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

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

- 01.13 <u>Contract Price</u> The total monies payable to the Contractor under the Contract Documents.
- 01.14 <u>Contract Time</u> The number of consecutive calendar days stated in the Agreement for the completion of the Work.
- 01.15 <u>Contractor</u> The person, firm, corporation or provider with whom the Owner has executed the Agreement.
- 01.16 <u>Defective Work</u>Workwhich is unsatisfactory, faulty or deficient for any reason whatsoever, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to the Owner's recommendation or acceptance.
- 01.17 <u>Drawings</u> The Drawings and plans which show the character and scope of the Work to be performed and which have been prepared or approved by the Owner and are referred to in the Contract Documents.
- 01.18 <u>Field Order</u> A written order issued by the Owner or his agent which clarifies or interprets the Contract Documents.
- 01.19 <u>Modification</u> (a) A written amendment of the Contract Documents signed by both parties, (b) A Change Order, (c) A written clarification or interpretation issued by the Owner or his agent. Modification may only be issued after execution of the Agreement.
- 01.20 <u>Notice of Award</u> The written notice by Owner to the lowest responsible Bidder stating that upon compliance of the conditions enumerated in the Notice of Award, or enumerated in the Bid documents, the Owner will deliver the Contract Documents for signature. The time for the delivery of the Contract Documents can be extended in conformance with Louisiana Law.
- 01.21 <u>Notice to Contractor</u> Instructions, written or oral given by Owner to Contractor and deemed served if given to the Contractor's superintendent, foreman or mailed to Contractor at his last known place of business.
- 01.22 <u>Notice to Proceed</u> A written notice given by the Owner fixing the date on which the Contract Time will commence, and on which date the Contractor shall start to perform his obligation under the Contract Documents. Upon mutual consent by both parties, the Notice to Proceed may be extended.
- 01.23 <u>Owner</u> 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 <u>Project</u> 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 <u>Work</u> Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the Contractor under the Contract Documents, usually including the furnishing of all labor, materials, equipment and other incidentals.
- 01.34 The terms "he/himself" may be used interchangeably with "it/itself."

02.00 PROPOSAL

- 02.01 All papers bound with or attached to the Proposal Form are a necessary part thereof and must not be detached.
- 02.02 For submitting Bids, the only forms allowed shall be the "Louisiana Uniform Public Work Bid Form", "Louisiana Uniform Public Works Bid Form Unit Price Form" (if necessary), the Bid Bond, and written evidence of authority of person signing the bid. Necessary copies of the Louisiana Uniform Public Work Forms will be furnished for Bidding. Bound sets of the Contract Documents are for Bidder's information and should not be used in submitting Bids.
- 02.03 Proposal forms must be printed in ink or typed, unless submitted electronically. Illegibility or ambiguity therein may constitute justification for rejection of the Bid.
- 02.04 Each Bid must be submitted in a sealed envelope, unless submitted electronically. The outside of the envelope shall show the name and address of the Bidder, the State Contractor's License Number of the Bidder (if work requires contractor's license), and the Project name and number for which the Bid is submitted, along with the Bid number.
- 02.05 The price quoted for the Work shall be stated in words and figures on the Bid Form, and in numbers only on the Unit Price Form. The price in the Proposal shall include all costs necessary for the complete performance of the Work in full conformity with the conditions of the Contract Documents, and shall include all applicable Federal, State, Parish, Municipal or other taxes. The price bid for the items listed on the Unit Price Form will include the cost of all related items not listed, but which are normally required to do the type of Work bid.
- 02.06 The Bid shall be signed by the Bidder. The information required on the Louisiana Uniform Public Work Bid Form must be provided. Evidence of agency, corporate, or partnership authority is required and shall be provided in conformance with LSA-R.S. 38:2212(B).
- 02.07 Only the Contractors licensed by the State to do the type of Work involved can submit a Proposal for the Work. The envelope containing the Proposal shall have the Contractor's license number on it. Failure to be properly licensed constitutes authority by the Owner for rejection of Bid.
- 02.08 Bidders shall not attach any conditions or provisions to the Proposal. Any conditions or provisions so attached may, at the sole option of the Owner, cause rejection of the Bid or Proposal.
- 02.09 A Bid Guarantee of five percent (5%) of the amount of the total Bid, including Alternates, must accompany the Proposal and, at the option of the Bidder, may be a cashier's check, certified check or a satisfactory Bid Bond. The Bid Guarantee must be

attached to the Louisiana Uniform Public Work Bid Form. No Bid will be considered unless it is so guaranteed. Cashier's check or certified check must be made payable to the order of the Owner. Cash deposits will not be accepted. The Owner reserves the right to cash or deposit the cashier's check or certified check. Such guarantees shall be made payable to the Parish of St. Tammany. In accordance with LSA-R.S. 38:2218(C), if a bid bond is used, it shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide, or by an insurance company in good standing licensed to write bid bonds which is either domiciled in Louisiana or owned by Louisiana residents. It is **not** required to be on any AIA form.

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

affect the Work or its prosecution. These laws and/or ordinances will be deemed to be included in the Contract, as though herein written in full.

- 02.17 Each Bidder shall visit the site of the proposed Work and fully acquaint itself with all surface and subsurface conditions as they may exist so that it may fully understand this Contract. Bidder shall also thoroughly examine and be familiar with drawings, Specifications and Contract Documents. The failure or omission of any Bidder to receive or examine any form instrument, Drawing or document or to visit the site and acquaint itself with existing conditions, shall in no way relieve any Bidder from any obligation with respect to its Bid and the responsibility in the premises.
- 02.18 The standard contract form enclosed with the Proposal documents is a prototype. It is enclosed with the Contract Documents for the guidance of the Owner and the Contractor. It has important legal consequences in all respects and consultation with an attorney is encouraged. Contractor shall be presumed to have consulted with its own independent legal counsel.
- 02.19 When one set of Contract plans show the Work to be performed by two or more prime Contractors, it is the responsibility of each Bidder to become knowledgeable of the Work to be performed by the other where the Work upon which this bid is submitted is shown to come into close proximity or into conflict with the Work of the other. In avoiding conflicts, pressure pipe lines must be installed to avoid conflict with gravity pipe lines and the Bidder of the smaller gravity pipe line in conflict with the larger gravity pipe line must include in his Bid the cost of a conflict box at these locations. The location of and a solution to the conflicts do not have to be specifically noted as such on the plans.
- 02.20 Bidder shall execute affidavit(s) attesting compliance with LSA-R.S. 38:2212.10, 38:2224, 38:2227, each as amended, and other affidavits as required by law, prior to execution of the contract.
- 02.21 Sealed Proposals (Bid) shall be received by St. Tammany Parish Government at the office of St. Tammany Parish Government, Department of Procurement, 21454 Koop Drive, Suite 2-F, Mandeville, LA 70471, until the time and date denoted in Notice to Bidders, at which time and place the Proposals (Bids), shall be publicly opened and read aloud to those present. In accordance with LSA-R.S. 38-2212(A)(3)(c)(i), the designer's final estimated cost of construction shall be read aloud upon opening bids. Sealed Proposals (Bids) may also be mailed by certified mail to St. Tammany Parish Government, Department of Procurement, 21454 Koop Drive, Suite 2-F, Mandeville, LA 70471, and must be received before the bid opening. Bids may also be submitted electronically. Information concerning links for electronic bidding is contained in the Notice to Bidders.
- 02.22 Proposals (Bids) shall be executed on Forms furnished and placed in a sealed envelope, marked plainly and prominently as indicated in the Notice to Bidders, and these General Conditions, and addressed:

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

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

03.00 AWARD, EXECUTION OF DOCUMENTS, BONDS, ETC.

03.01 The award of the Contract, if it is awarded, will be to the lowest responsible Bidder, in accordance with State Law. No award will be made until the Owner has concluded such investigations as it deems necessary to establish the responsibility, qualifications and financial ability and stability of the Bidder to do the Work in accordance with the

Contract Documents to the satisfaction of the Owner within the time prescribed as established by the Department based upon the amount of work to be performed and the conditions of same. The written contract and bond shall be issued in conformancewith 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 <u>SUBCONTRACTS</u>

- 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 <u>CORRELATION, INTERPRETATION AND INTENT OF CONTRACT</u> <u>DOCUMENTS.</u>

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

07.00 SHOP DRAWINGS, BROCHURES AND SAMPLES

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

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

08.00 <u>RECORD DRAWINGS</u>

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

09.00 PROGRESS OF WORK

- 09.01 Contractor shall conduct the Work in such a professional manner and with sufficient materials, equipment and labor as is considered necessary to ensure its completion within the time limit specified.
- 09.02 The Owner shall issue a Notice to Proceed to the Contractor within twenty (20) calendar days from the date of execution of the Contract. Upon mutual consent by both parties, the Notice to Proceed may be extended. The Contractor is to commence Work under the

Contract within ten (10) calendar days from the date the Notice to Proceed is issued by the Owner.

- 09.03 The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's approval an estimated progress schedule for the work to be performed, as well as a construction signing layout for all roads within the project area. The Contractor shall not start work or request partial payment until the work schedule has been submitted to the Owner for approval.
- 09.04 Revisions to the original schedule will be made based on extension of days granted for inclement weather or change orders issued under the contract.No other revision shall be made which affects the original completion or updated completion date, whichever is applicable.
- 09.05 Failure of the Contractor to submit an estimated progress schedule or to complete timely and on schedule the Work shown on the progress schedule negates any and all causes or claims by the Contractor for accelerated completion damages. These accelerated damage claims shall be deemed forfeited.
- 09.06 Meetings will be held as often as necessary to expedite the progress of the job. Meetings will be held during normal working hours at the jobsite and shall be mandatory for the Contractor and all Sub-Contractors working on the project. Meetings may be requested by the Owner at any time and at the discretion of the Owner.

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

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

Contract Time, the Contractor may make a claim therefor. The claim must be in writing to the Owner within thirty (30) calendar days of receipt of notice from the Owner of the planned additional Work by others.

11.00 <u>TIME OF COMPLETION</u>

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

- 18.01 The Owner will furnish the Contractor with all necessary rights-of-way for the prosecution of the Work. The rights of way herein referred to shall be taken to mean only permission to use or pass through the locations or space in any street, highway, public or private property in which the Contractor is to prosecute the Work.
- 18.02 It is possible that all lands and rights of way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin its Work upon such land and rights of way as the Owner may have previously acquired. Any delay in furnishing these lands by the Owner can be deemed proper cause for adjustment in the Contract amount and/or in the time of completion.

19.00 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

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

good condition to the satisfaction of the Owner and/or the property owner. The Contractor shall assume the responsibility of replanting and guarantees that plants, shrubs, grass will be watered, fertilized and cultivated until they are in a growing condition. No direct payment will be made for removing and replanting of trees, shrubs, plants or grass unless such items are set forth in the Proposal.

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

20.00 CONTRACTORS RESPONSIBILITY FOR WORK

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

21.00 TESTS AND INSPECTIONS CORRECTION & REMOVAL OF DEFECTIVE WORK

- 21.01 Contractor warrants and guarantees to Owner that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents. All unsatisfactory Work, all faulty or Defective Work and all Work not conforming to the requirements of the Contract Documents at the time of acceptance shall be considered Defective. Prompt and reasonable notice of all defects shall be given to the Contractor.
- 21.02 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by some public body, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish Owner the required certificates of inspection, testing or approval. All other inspections, tests and approval required by the Contract Documents shall be performed by organizations acceptable to Owner and Contractor and the costs thereof shall be borne by the Contractor unless otherwise specified.
- 21.03 Contractor shall give Owner timely notice of readiness of the Work for all inspections, tests or approvals. If any such Work required to be inspected, tested or approved is covered without written approval of Owner, it must, if requested by Owner, be uncovered for observation, and such uncovering shall be at Contractor's expense unless Contractor has given Owner timely notice of its intention to cover such Work and Owner has not acted with reasonable promptness in response to such notice.
- 21.04 Neither observations by Owner nor inspections, tests or approvals shall relieve Contractor from its obligations to perform the Work in accordance with the requirements of the Contract Document.

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

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

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

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

- 24.07 The types of insurance coverage the Contractor is required to obtain and maintain throughout the duration of the Contract, include, but is not limited to:
 - 1. <u>Commercial General Liability</u> insurance with a Combined Single Limit for bodily injury and property damage of at least \$1,000,000 per Occurrence/\$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. <u>Workers' Compensation/Employers Liability</u> 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. *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. <u>Owners Protective Liability (OPL) (formerly Owners and Contractors Protective Liability (OCP) Insurance</u>) shall be furnished by the Contractor naming St. Tammany Parish Government as the <u>Named Insured</u> and shall provide coverage in the minimum amount of \$1,000,000 combined single limit (CSL) each occurrence, \$2,000,000 aggregate. Any project valued in excess of \$3,000,000 shall be set by the Office of Risk Management. The policy and all endorsements shall be addressed to St. Tammany Parish Government, Office of Risk Management, P. O. Box 628, Covington, LA 70434.
- 7. Builder's Risk Insurance shall be required on buildings, sewage treatment plants and drainage pumping stations, and shall be written on an"all-risk" or equivalent policy form in the amount of the full value of the initial Contract sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising100% total value for the entire project including foundations. Deductibles should not exceed \$5,000 and Contractor shall be responsible for any and all policy deductibles. This insurance shall cover portions of the work stored off the site, and also portions of the work in transit. In addition, Installation Floater Insurance, on an "all-risk" form, will be carried on all pumps, motors, machinery and equipment on the site or installed. Both the Builder's Risk Insurance and the Installation Floater Insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors and shall terminate only when the Project has been accepted. St. Tammany Parish Government, P. O. Box 628, Covington, LA 70434 shall be the first named insured on the Builder's Risk and Installation Floater Insurance.
- 8. <u>Professional Liability (errors and omissions) insurance in the sum of at least One</u> 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.

<u>For inquiries regarding insurance requirements, please contact:</u> 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: <u>riskman@stpgov.org</u>

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</u> <u>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 are not 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 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 items. The design professional shall retain his working papers used to determine the punch list items cost estimates should the matter be disputed later. The contract agency shall not withhold from payment more than the value of the punch list. Punch list items completed shall be paid upon the expiration of the forty-five (45) day lien period. The provisions of this Section shall not be subject to waiver.
- 29.04 Upon determination of substantial completeness with the punch list, the Contract Time is interrupted and the Contractor is given a reasonable time not to exceed thirty (30) consecutive calendar days to effect final completion by correcting or completing all of those items listed on the punch list. If the items on the punch list are not completed in a satisfactory manner within the thirty day period, then the Contract Time will begin to run again and will include for purposes of determining liquidated damages the thirty day period the grace period being withdrawn.
- 29.05 Upon receipt by Owner of written determination that all work embraced by the contract has been completed in a satisfactory manner, the Owner shall provide a written acceptance to Contractor who shall record Owner's written acceptance with the recorder of Mortgages, St. Tammany Parish. The Contractor shall properly prepare, submit and pay for all costs associated with said Acceptance.The Contractor is also responsible for preparation, re-submission and payment of any and all updated certificates.
- 29.06 Retainage monies, minus those funds deducted in accordance to the requirements of this agreement including but not limited to Paragraph 28.10, shall be due Contractor not earlier than forty-six (46) calendar days after recordation of certificate of Owner's acceptance provided the following:
 - (1) Contractor shall prepare, secure, pay for and submit clear lien and privilege certificate, signed and sealed by Clerk of Court or Recorder of Mortgages, Parish of St. Tammany and dated at least forty-six (46) days after recordation of certificate of acceptance;
 - (2) Ensure that the official representative of the Owner has accepted as per LSA-R.S. 38:2241.1,*et seq.* and that all following sub-sections have been properly satisfied as per law;
 - (3) Ensure that all signatures are affixed and that there exists the requisite authority for all signatures;

- (4) Ensure accurate and proper legal descriptions;
- (5) Properly identify all parties and/or signatories;
- (6) Properly identify all mailing addresses;
- (7) Correctly set for the amount of the contract, together with all change orders;
- (8) Set out a brief description of the work performed;
- (9) Reference to any previously recorded contract, lien or judgment inscription that may affect the property;
- (10) Certification that substantial completion has occurred, together with any applicable date(s);
- (11) Certification that no party is in default and/or that the project has been abandoned.
- 29.07 After securing the clear lien and privilege certificate the Contractor shall prepare its final application for payment and submit to Owner. The Owner shall approve application for payment, or state its objections in writing and forward to Contractor for resolution.

30.00 NOTICE AND SERVICE THEREOF

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

31.00 INTENTION OF THESE GENERAL CONDITIONS

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

32.00 <u>SEVERABILITY</u>

- 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 anytime 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 Mr. Anthony Smith, 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 2:00pm 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 <u>Purchasing@stpgov.org</u>. Any questions or inquires received after the required deadline to submit questions or inquires will not be answered.

Section 09

Contract Time Extension

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

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

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

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

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

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

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

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

DIVISION 1 GENERAL REQUIREMENTS



DAMMON ENGINEERING, INC. 554 OLD SPANISH TRAIL SLIDELL, LOUISIANA 70458 Phone: 985-649-5832 dammonengineering.com info@dammonengineering.com

SECTION 01 22 00 - UNIT PRICES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for unit prices.

1.2 DEFINITIONS

A. Unit price is a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.3 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

A. See the Louisiana Uniform Public Work Bid Form for the Schedule of Unit Prices

END OF SECTION 012200

SECTION 01 25 00 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

1.2 DEFINITIONS

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

1.3 ACTION 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. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or revisions 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 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.
 - 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. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
 - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - 1. 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.
 - m. 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.
 - Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Engineer will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 15 days of receipt of additional information or documentation, whichever is later.

- a. Forms of Acceptance: Change Order, Construction Change Directive, or Engineer's Supplemental Instructions for minor changes in the Work.
- b. Use product specified if Engineer does not issue a decision on use of a proposed substitution within time allocated.

1.4 QUALITY ASSURANCE

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

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
 - 1. Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Requested substitution provides sustainable design characteristics that specified product provided.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals 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.
- B. Substitutions for Convenience: Not allowed.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 25 00

SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.2 MINOR CHANGES IN THE WORK

A. Engineer will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Engineer's Supplemental Instructions."

1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by Engineer are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request or 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - e. Quotation Form: Use forms provided by Owner. Sample copies are included in Project Manual.
- B. Contractor-Initiated Work Change Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Engineer.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Include costs of labor and supervision directly attributable to the change.
 - 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - 6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
 - 7. Work Change Proposal Request Form: Use form provided by Owner. Sample copy is included in Project Manual.

1.4 ADMINISTRATIVE CHANGE ORDERS

A. Unit-Price Adjustment: See Section 012200 "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Changes Proposal Request, Engineer will issue a Change Order for signatures of Owner and Contractor on form included in Project Manual.
- 1.6 CONSTRUCTION CHANGE DIRECTIVE
- PART 2 PRODUCTS (Not Used)
- PART 3 EXECUTION (Not Used)

END OF SECTION 01 26 00

SECTION 01 29 00 - PAYMENT PROCEDURES

1.1 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with continuation sheets.
 - b. Submittal schedule.
 - c. Items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Engineer at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one-line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Name of Engineer.
 - c. Engineer's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 - 2. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
 - 3. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 - 4. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - 5. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
 - 6. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
 - 7. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
 - 8. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Engineer and paid for by Owner.
 - 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Submit Application for Payment to Engineer by the **<Insert day**> of the month. The period covered by each Application for Payment is one month, ending on the **[last day of the month]**.
- D. Application for Payment Forms: Use [AIA Document G702 and AIA Document G703] [AIA Document G702/CMa and AIA Document G703] [EJCDC Document C-620] <Insert name and designation of standard form> as form for Applications for Payment.
- E. Application for Payment Forms: Use forms [**provided by Owner**] [acceptable to Owner and Engineer] for Applications for Payment. Sample copies are included in Project Manual.
- F. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. [Engineer] [Construction Manager] will return incomplete applications without action.
 - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 - 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- G. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Engineer by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
 - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- H. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
 - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 - 2. When an application shows completion of an item, submit conditional final or full waivers.
 - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 - 4. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- I. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 - 1. List of subcontractors.
 - 2. Schedule of values.
 - 3. Contractor's construction schedule (preliminary if not final).
 - 4. Schedule of unit prices.
 - 5. Submittal schedule (preliminary if not final).
 - 6. List of Contractor's staff assignments.
 - 7. List of Contractor's principal consultants.
 - 8. Copies of building permits.
 - 9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 - 10. Initial progress report.
 - 11. Report of preconstruction conference.

- J. Application for Payment at Substantial Completion: After Engineer issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
 - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 - 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- K. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
 - 1. Evidence of completion of Project closeout requirements.
 - 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 - 3. Updated final statement, accounting for final changes to the Contract Sum.
 - 4. AIA Document G706-1994, "Contractor's Affidavit of Payment of Debts and Claims."
 - 5. AIA Document G706A-1994, "Contractor's Affidavit of Release of Liens."
 - 6. AIA Document G707-1994, "Consent of Surety to Final Payment."
 - 7. Evidence that claims have been settled.
 - 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 - 9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 29 00

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Coordination drawings.
 - 2. Requests for Information (RFIs).
 - 3. Project meetings.

1.2 DEFINITIONS

A. RFI: Request from Owner, Engineer, or Contractor seeking information required by or clarifications of the Contract Documents.

1.3 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.

1.4 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities[and activities of other contractors] to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's construction schedule.
 - 2. Preparation of the schedule of values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Preinstallation conferences.
 - 7. Project closeout activities.
 - 8. Startup and adjustment of systems.

1.5 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 - 1. Engineer will return RFIs submitted to Engineer by other entities controlled by Contractor with no response.
 - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 - 1. Project name.
 - 2. Project number.
 - 3. Date.
 - 4. Name of Contractor.
 - 5. Name of Engineer.
 - 6. RFI number, numbered sequentially.
 - 7. RFI subject.
 - 8. Specification Section number and title and related paragraphs, as appropriate.
 - 9. Drawing number and detail references, as appropriate.
 - 10. Field dimensions and conditions, as appropriate.
 - 11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 - 12. Contractor's signature.
 - 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

C. RFI Forms: Form bound in Project Manual] [Software-generated form with substantially the same content as indicated above, acceptable to Engineer].

- D. Engineer's Action: Engineer will review each RFI, determine action required, and respond. Allow ten working days for Engineer's response for each RFI. RFIs received by Engineer after 1:00 p.m. will be considered as received the following working day.
 - 1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Engineer's actions on submittals.
 - f. Incomplete RFIs or inaccurately prepared RFIs.
 - 2. Engineer's action may include a request for additional information, in which case Engineer's time for response will date from time of receipt of additional information.
 - 3. Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer in writing within 10 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Software log with not less than the following:
 - 1. Project name.
 - 2. Name and address of Contractor.
 - 3. Name and address of Engineer.
 - 4. RFI number including RFIs that were dropped and not submitted.
 - 5. RFI description.
 - 6. Date the RFI was submitted.
 - 7. Date Engineer's response was received.

- F. On receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer within seven days if Contractor disagrees with response.
 - 1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 - 2. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

1.6 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
 - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Engineer of scheduled meeting dates and times.
 - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 - 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Engineer, within three days of the meeting.
- B. Preconstruction Conference: Engineer will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Engineer, but no later than 15 days after execution of the Agreement.
 - 1. Attendees: Authorized representatives of Owner, Engineer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Critical work sequencing and long-lead items.
 - c. Designation of key personnel and their duties.
 - d. Procedures for processing field decisions and Change Orders.
 - e. Procedures for RFIs.
 - f. Procedures for testing and inspecting.
 - g. Procedures for processing Applications for Payment.
 - h. Distribution of the Contract Documents.
 - i. Submittal procedures.
 - j. Preparation of record documents.
 - k. Use of the premises.
 - l. Work restrictions.
 - m. Working hours.
 - n. Owner's occupancy requirements.
 - o. Responsibility for temporary facilities and controls.
 - p. Procedures for moisture and mold control.
 - q. Procedures for disruptions and shutdowns.
 - r. Construction waste management and recycling.
 - s. Parking availability.
 - t. Office, work, and storage areas.
 - u. Equipment deliveries and priorities.
 - v. First aid.
 - w. Security.
 - x. Progress cleaning.
 - 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Progress Meetings: Conduct progress meetings at monthly intervals.
 - 1. Attendees: In addition to representatives of Owner and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these

meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.

- 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Progress cleaning.
 - 10) Quality and work standards.
 - 11) Status of correction of deficient items.
 - 12) Field observations.
 - 13) Status of RFIs.
 - 14) Status of proposal requests.
 - 15) Pending changes.
 - 16) Status of Change Orders.
 - 17) Pending claims and disputes.
 - 18) Documentation of information for payment requests.
- 3. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
 - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements.

1.3 ACTION SUBMITTALS

A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Engineer and additional time for handling and reviewing submittals required by those corrections.

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Engineer's Digital Data Files: Electronic copies of digital data files of the Contract Drawings will be provided by Engineer for Contractor's use in preparing submittals.
 - 1. Engineer will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings.
 - a. Engineer makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
 - b. Contractor shall execute a data licensing agreement in the form of Agreement form acceptable to Owner and Engineer.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 - 3. Resubmittal Review: Allow 15 days for review of each resubmittal.

- D. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
 - 1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 - 2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
 - 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Engineer.
 - 4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
 - a. Project name.
 - b. Date.
 - c. Name and address of Engineer.
 - d. Name of Construction Manager.
 - e. Name of Contractor.
 - f. Name of firm or entity that prepared submittal.
 - g. Names of subcontractor, manufacturer, and supplier.
 - h. Category and type of submittal.
 - i. Submittal purpose and description.
 - j. Specification Section number and title.
 - k. Specification paragraph number or drawing designation and generic name for each of multiple items.
 - 1. Drawing number and detail references, as appropriate.
 - m. Location(s) where product is to be installed, as appropriate.
 - n. Related physical samples submitted directly.
 - o. Indication of full or partial submittal.
 - p. Transmittal number, numbered consecutively.
 - q. Submittal and transmittal distribution record.
 - r. Other necessary identification.
 - s. Remarks.
 - 5. Metadata: Include the following information as keywords in the electronic submittal file metadata:
 - a. Project name.
 - b. Number and title of appropriate Specification Section.
 - c. Manufacturer name.
 - d. Product name.
- E. Options: Identify options requiring selection by Engineer.
- F. Deviations: Identify deviations from the Contract Documents on submittals.
- G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked with approval notation from Engineer's action stamp.
- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Engineer's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements:
 - 1. Submit electronic submittals via email as PDF electronic files.
 - a. Engineer will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 - 2. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - a. Provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.
 - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 - 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 - 5. Submit Product Data before or concurrent with Samples.
 - 6. Submit Product Data in the following format:
 - a. PDF electronic file.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Engineer's digital data drawing files is otherwise permitted.
 - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 - 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings in on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.
 - 3. Submit Shop Drawings in the following format:

- a. PDF electronic file.
- D. Coordination Drawings Submittals: Comply with requirements specified in Section 013100 "Project Management and Coordination."
- E. Contractor's Construction Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation."
- F. Application for Payment and Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures.
- G. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."
- H. Maintenance Data: Comply with requirements specified in Section 017823 "Operation and Maintenance Data."
- I. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of Engineers and owners, and other information specified.

2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Engineer.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 017700 "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ENGINEER'S ACTION

- A. General: Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or revisions required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- C. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.

- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 01 33 00

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

1.2 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Engineer, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.3 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
- C. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire prevention program.

1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in **the** U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

1.5 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

- A. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Engineer, and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly.
- B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

2.2 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- D. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.

3.3 SUPPORT FACILITIES INSTALLATION

- A. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 - Protect existing site improvements to remain including curbs, pavement, and utilities.
 Maintain access for fire-fighting equipment and access to fire hydrants.
- B. Parking: Provide temporary parking areas for construction personnel.
- C. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
 - 1. Identification Signs: Provide Project identification signs as indicated on Drawings.
 - 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
 - a. Provide temporary, directional signs for construction personnel and visitors.
 - 3. Maintain and touchup signs so they are legible at all times.

D. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to erosion- and sedimentation-control.
- D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- E. Tree and Plant Protection: Comply with requirements specified in Section 015639 "Temporary Tree and Plant Protection."

END OF SECTION 01 50 00

SECTION 01 56 39 - TEMPORARY TREE AND PLANT PROTECTION

PART 1 - GENERAL

1.1.1 SCOPE OF STANDARDS

A. This standard provides general guidance concerning the specific preferences of the Owner for Temporary Tree Protection.

1.2 SUMMARY

- A. This Section tree includes preservation procedures including:
 - 1. Establishing adequate tree protection fencing.
 - 2. Raising low limbs by cabling, trimming or tying to allow access through existing roads and to allow access around the site.

1.3 QUALITY ASSURANCE

A. The work of this section shall be performed by a company which specializes in the type of tree preservation work required for this Project, with successful experience and shall be performed by skilled workmen thoroughly experienced in the necessary crafts.

1.4 WARRANTY

A. Comply with General Conditions and Warranties.

PART 2 - PRODUCTS

2.1 UNAUTHORIZED MATERIALS

A. Materials and products required for work of this section shall not contain polychlorinated biphenyls (PCB) or other hazardous materials identified by the Louisiana Department of Health.

2.2 ACCEPTABLE MANUFACTURERS

A. Products of the manufacturers specified in this section establish the minimum aesthetic, functional and quality standards required for the work of this section.

PART 3 - EXECUTION

3.1 TREE PRESERVATION GUIDELINES

- A. Damaging Conditions:
 - 1. Care shall be taken to preserve the tree root system(s). In the event that root(s) are impacted during construction, care shall be taken to minimize the impact to the root system. The Critical Root Zone (CRZ) of each tree shall be determined by the Engineer. Tree protection fencing shall be placed at the extent of the CRZ.
 - 2. It shall be determined by the Engineer what pruning will be required to accommodate equipment. Pruning shall be done by a licensed landscaping professional.
 - 3. Prevent compaction of root zone areas by foot and vehicular traffic and material storage.
 - a. Soil compaction, one of the leading contributors to tree decline and death associated with construction, can be controlled with the use of adequate tree protection fencing and mulching.
 - b. Minimum tree protection fencing shall include the area from the tree trunk out to the canopy drip line or CRZ.
 - 4. Prevent poisoning by pouring or spilling chemicals including gasoline, oil, paint, concrete and other injurious materials on or near root zone areas.
 - 5. Prevent damage by improper pruning techniques or contact from any equipment.

- 6. Prevent damage from lack of moisture during periods without adequate natural rainfall, or from changing the natural drainage patterns. Supplemental irrigation may be required.
- 7. Prevent change in soil pH caused by the addition of lime in root zones by direct application or concrete waste. After protection fences are removed, no soil or fill shall be added within root zone.
- Prevent change in grade. No change in grade within CRZ shall occur. Grade change 8. outside of CRZ shall be limited to a maximum of 3" cut or fill.
- B. **Protection Procedures:**
 - 1. Limit construction access by placing temporary tree protection fencing around trees to be preserved (See A1 above). Fence location shall be inspected regularly to maintain integrity of protection.
 - a. Fencing shall be placed as far out from the tree trunk as possible, a minimum distance to include the branch drip line or CRZ. And shall be installed and removed by hand.
 - b. In areas where construction access is required, the natural grade can be protected from compaction by placing a blanket of mulch 6 - 12" deep under ³/₄" plywood over natural grade. This shall be removed by hand, using no equipment after the project is completed.
 - 2. Route underground utility lines around root zone areas as a first priority; second priority, air spade; third priority, bore at a minimum depth of 3' to eliminate open cuts through root zones.
 - When it is not possible to re-route, air spade, or to bore under the root a. system, hand dig to preserve roots ³/₄" or larger. Air spade is required where applicable.
 - 3. When, excavating with a backhoe or trencher in tree root zone areas is unavoidable, prune any ripped roots in the trench between the dig site and the tree trunk. Pruning shall take place with a chain saw, loppers, hand saw, etc. The cut shall take place behind the ripped area to the extent possible. (Depth of trench shall be limited to the depth of the required excavation for installation of the utility). Keep heavy equipment off of the area between the trench and trunk of the tree. Work from the outside most area of the tree, rather than setting up equipment between the proposed digging site and the trunk of the tree.
 - Cover exposed roots within 48 hours during hot dry periods to protect the roots from 4 drying out.
 - a. Deep root fertilize.
 - 1) Recommended fertilizers 3-1-1 or 2-1-1 ratio; the nitrogen content shall be no more than 50% water soluble.
 - 2) Remove any mulch by hand without using machinery.
 - 3) Apply approximately one (1) pound nitrogen per 1,000 square foot.
 - 4) Broadcast uniformly under the drip line of the tree and extend out approximately 10' beyond the drip line.
 - 5) Replace the mulch.

 - 6) Irrigate sufficiently to activate the fertilizer; approximately 1" shall be applied in the absence of rain for three consecutive days.
 - 5. During periods of minimal rainfall, supply supplemental moisture to damaged trees to help eliminate additional stress.
 - 6. Wound dressing must be applied to pruning cuts or damage to trunks or limbs, on all oak trees within 15 minutes of damage.
- C. Cautions:
 - 1. The area of soil from the branch drip line to the tree trunk is considered the most important part of the tree feeder root zone area that should be protected from disturbance.
 - a. When possible, 10' beyond the drip line should also be protected.
 - 2. Request consultation with the Engineer before any disruption to the campus landscape.

TREE PRESERVATION PROCEDURES 3.2

- A. Tree Protection Fencing:
 - 1. Tree protection fencing shall be installed to protect all tree root zone areas adjacent to areas of construction activity as designated on the site plan.
 - a. Tree protection fences shall be installed to protect root zones as well as low growing limbs which exist adjacent to the construction and materials storage areas.
 - 2. Tree protection fencing shall be installed prior to any site activity and shall remain in place in its original location until construction is complete and as authorized by the Owner.
 - 3. Access into protected root zone areas should be prohibited.
 - a. Any necessary access into protected root zone areas should be approved by the Owner.

3.3 TREE SERVICES

A. Tree Limb Trimming:

- 1. Trees located adjacent to the construction access route shall be pruned by a licensed landscaping professional to allow access of vehicles hauling construction materials.
 - a. Raising low limbs temporarily by using ropes to tie limbs up may be an alternative to trimming.

END OF SECTION 01 56 39

SECTION 01 73 00 - EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Installation of the Work.
 - 3. Cutting and patching.
 - 4. Progress cleaning.
 - 5. Starting and adjusting.
 - 6. Protection of installed construction.

1.2 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.
- B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
 - 1. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
 - a. Removing the existing subsurface drainage pipe and installed new.
 - 2. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Engineer's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Engineer for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.

- 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
- 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Engineer according to requirements in Section 013100 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Engineer promptly.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
 - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish limits on use of Project site.
 - 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 4. Inform installers of lines and levels to which they must comply.
 - 5. Check the location, level and plumb, of every major element as the Work progresses.
 - 6. Notify Engineer when deviations from required lines and levels exceed allowable tolerances.
 - 7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and

duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Engineer.

3.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- H. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.5 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.
- G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

- 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
- 3. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
- 4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
- H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.

3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.

END OF SECTION 01 73 00

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.

1.2 ACTION SUBMITTALS

- A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- B. Certified List of Incomplete Items: Final submittal at Final Completion.

1.3 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

1.4 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
 - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
- C. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - 2. Results of completed inspection will form the basis of requirements for final completion.

1.5 FINAL COMPLETION PROCEDURES

- A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:
 - 1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
 - 2. Certified List of Incomplete Items: Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 - 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Inspection: Submit a written request for final inspection to determine acceptance. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.6 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction
 - 1. Organize list of spaces in sequential order.
 - 2. Submit list of incomplete items in the following format:
 - a. PDF electronic file. Engineer will return annotated copy.

1.7 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 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-by-11-inch paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
 - 4. Warranty Electronic File: 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 bookmarked table of contents at beginning of document.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
 - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
 - 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
 - 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 01 77 00

SECTION 01 78 39 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.

1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one paper copy set of marked-up record prints.
- B. Record Specifications: Submit one paper copy of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one paper copy of each submittal.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised Drawings as modifications are issued.
 - 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Record data as soon as possible after obtaining it.
 - c. Record and check the markup before enclosing concealed installations.
 - 2. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 - 3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 - 4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Engineer.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
- B. Format: Submit record Specifications as paper copy

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Engineer's reference during normal working hours.

END OF SECTION 01 78 39

DIVISION 2



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SECTION 02 41 00 - DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. 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. This Section includes the following:1. Demolition and removal of selected site elements.

1.3 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.

1.4 SUBMITTALS

1.5 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI A10.6 and NFPA 241.

1.6 PROJECT CONDITIONS

- A. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify both Architect and Owner in writing.
- B. Storage or sale of removed items or materials on-site is not permitted.
- C. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities and life safety components in service during selective demolition operations.
- 1.7 WARRANTY

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

3.2 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Comply with requirements for access and protection specified in Section 01 50 00 "Temporary Facilities and Controls."

3.3 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Proceed with selective demolition systematically.
 - 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 - 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - 4. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 - 5. Dispose of demolished items and materials promptly.

3.4 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - 3. Remove all debris from work site daily to Staging Area.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.5 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 02 41 00





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SECTION 03 30 00 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.

1.2 ACTION SUBMITTALS

A. Design Mixtures: For each concrete mixture.

1.3 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
 - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

1.4 UNIT PRICES

- A. The measurement for payment for concrete bases to support pole mounted luminaires is each.
- B Payment will be made at the contract price for each concrete base for this scheduled item. Payment will constitute full compensation for furnishing all materials, forms, equipment, plant and tools, and for all labor and other incidentals necessary to complete the installation of each concrete base.

PART 2 - PRODUCTS

2.1 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.
- B. Plain-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, plain, fabricated from asdrawn steel wire into flat sheets.
- C. Deformed-Steel Welded Wire Reinforcement: ASTM A 497/A 497M, flat sheet.
- D. Galvanized-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, plain, fabricated from galvanized-steel wire into flat sheets.
- E. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice.

2.2 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:
 - 1. Portland Cement: ASTM C 150, Type I.
- B. Normal-Weight Aggregates: ASTM C 33, graded.
 - 1. Maximum Coarse-Aggregate Size: 3/4 inch nominal.
 - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

C. Water: ASTM C 94 and potable.

2.3 ADMIXTURES

- A. Air-Entraining Admixture: ASTM C 260.
- B. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
 - 1. Water-Reducing Admixture: ASTM C 494, Type A.
 - 2. Retarding Admixture: ASTM C 494, Type B.
 - 3. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.
 - 4. High-Range, Water-Reducing Admixture: ASTM C 494, Type F.
 - 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494, Type G.
 - 6. Plasticizing and Retarding Admixture: ASTM C 1017, Type II.

2.4 WATERSTOPS

- A. Flexible Rubber Waterstops: CE CRD-C 513, for embedding in concrete to prevent passage of fluids through joints. Factory fabricate corners, intersections, and directional changes.
- B. Chemically Resistant Flexible Waterstops: Thermoplastic elastomer rubber waterstops, for embedding in concrete to prevent passage of fluids through joints; resistant to oils, solvents, and chemicals. Factory fabricate corners, intersections, and directional changes.
- C. Flexible PVC Waterstops: CE CRD-C 572 for embedding in concrete to prevent passage of fluids through joints. Factory fabricate corners, intersections, and directional changes.
- D. Self-Expanding Butyl Strip Waterstops: Manufactured rectangular or trapezoidal strip, butyl rubber with sodium bentonite or other hydrophilic polymers, for adhesive bonding to concrete, 3/4 by 1 inch.
- E. Self-Expanding Rubber Strip Waterstops: Manufactured rectangular or trapezoidal strip, bentonite-free hydrophilic polymer modified chloroprene rubber, for adhesive bonding to concrete, 3/8 by 3/4 inch.

2.5 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.
- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- D. Water: Potable.
- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.
- F. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, nondissipating.
- G. Clear, Solvent-Borne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.
 - 1. VOC Content: Curing and sealing compounds shall have a VOC content of 200 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- H. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

1. VOC Content: Curing and sealing compounds shall have a VOC content of 200 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

2.6 CONCRETE MIXTURES

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
- B. Cementitious Materials: Use fly ash, pozzolan, ground granulated blast-furnace slag, and silica fume as needed to reduce the total amount of Portland cement, which would otherwise be used, by not less than 40 percent.
- C. Admixtures: Use admixtures according to manufacturer's written instructions.
 - 1. Use water-reducing admixture in concrete, as required, for placement and workability.
 - 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
 - 3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a water-cementitious materials ratio below 0.50.
- D. Proportion normal-weight concrete mixture as follows:
 - 1. Minimum Compressive Strength: 4000 psi at 28 days.
 - 2. Maximum Water-Cementitious Materials Ratio: 0.40.
 - 3. Slump Limit: 5 inches.
 - 4. Air Content: 5.5 percent, plus or minus 1.5 percent at point of delivery for 3/4-inch nominal maximum aggregate size.

2.7 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.8 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M and furnish batch ticket information.
 - 1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Chamfer exterior corners and edges of permanently exposed concrete.

3.2 EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
- 3.3 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
 - 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

3.4 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Engineer.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth depth of concrete thickness as follows:
 - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
 - 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch-wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.
- D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.
- E. Waterstops: Install in construction joints and at other joints indicated according to manufacturer's written instructions.

3.5 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
 - 1. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
- C. Cold-Weather Placement: Comply with ACI 306.1.
- D. Hot-Weather Placement: Comply with ACI 301.

3.6 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
 - 1. Apply to concrete surfaces.
- B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
 - 1. Apply to concrete surfaces exposed to public view,.
- C. Rubbed Finish: Apply the following to smooth-formed finished as-cast concrete where indicated:
 - 1. Smooth-Rubbed Finish: Not later than one day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform

color and texture. Do not apply cement grout other than that created by the rubbing process.

- 2. Grout-Cleaned Finish: Wet concrete surfaces and apply grout of a consistency of thick paint to coat surfaces and fill small holes. Mix one part portland cement to one and one-half parts fine sand with a 1:1 mixture of bonding admixture and water. Add white portland cement in amounts determined by trial patches so color of dry grout will match adjacent surfaces. Scrub grout into voids and remove excess grout. When grout whitens, rub surface with clean burlap and keep surface damp by fog spray for at least 36 hours.
- 3. Cork-Floated Finish: Wet concrete surfaces and apply a stiff grout. Mix one part portland cement and one part fine sand with a 1:1 mixture of bonding agent and water. Add white portland cement in amounts determined by trial patches so color of dry grout will match adjacent surfaces. Compress grout into voids by grinding surface. In a swirling motion, finish surface with a cork float.
- D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.7 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
 - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days.
 - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
 - 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
 - a. Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer unless manufacturer certifies curing compound will not interfere with bonding of floor covering used on Project.
 - 4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

3.8 CONCRETE SURFACE REPAIRS

A. Defective Concrete: Repair and patch defective areas when approved by Engineer. Remove and replace concrete that cannot be repaired and patched to Engineer's approval.

3.9 FIELD QUALITY CONTROL

A. Testing and Inspecting: Owner will engage a qualified testing to perform tests.

END OF SECTION 03 30 00

DIVISION 10 EXTERIOR SPECIALTIES



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SECTION 10 71 00 EXTERIOR LIGHTNING PROTECTION SYSTEM

PART I GENERAL

1.1 OBJECTIVE

A. To provide safety for the building and occupants by preventing damage to building structure caused by lightning.

1.2 SYSTEM DESIGN

- A. The work covered by this section of the specifications consists of furnishing all labor, materials, and items of service required for the completion of a functional and unobtrusive lightning protection system as approved by the architect, engineer, and in strict accordance with this section of the specifications and the applicable contract drawings.
- B. If any departure from the contract drawings or submittal drawings covered below are deemed necessary by the Lightning Protection Contractor, details of such departures and reasons therefore shall be submitted as soon as practical to the architect/engineer for approval.

1.3 SUBMITTALS

A. Complete design drawings shall be prepared by a Lightning Protection Contractor that employs LPI certified Master Installer Designers showing the type, size, and locations of all grounding, down conductors, through roof/through wall assemblies, roof conductors, and air terminals shall be submitted to the architect and engineer for approval.

1.4 UNIT PRICES

- A. The measurement for payment for Lightning Protection System will be each.
- B. Payment will be made at the contract price for each Lighting Protection System installed and tested for each Pole Mounted Luminaire. Payment will constitute full compensation for furnishing all materials, equipment, tools, all labor and other incidentals necessary to complete the installation of a Lighting Protection System.

1.5 QUALITY ASSURANCE

- A. The lightning protection system shall conform to the requirements and standards for lightning protection systems of the LPI, UL, and NFPA. Upon completion, a certification letter and warranty by the installing contractor shall be delivered to the owner. The certification letter and warranty ensure the system has been installed by a contractor who employs LPI certified Master Installer Designers and the building structure is protected by a lightning protection system meeting current standards.
- B. The Lightning Protection Contractor shall have a minimum of 10 years lightning protection installation experience, be a member of the LPI and employ LPI certified Master Installer Designers.
- C. Lightning protection components shall be UL listed and labeled.

PART II PRODUCTS

2.1 STANDARDS

A. The system to be furnished under this specification shall be the standard product of manufacturers regularly engaged in the production of lightning protection materials and shall be

the manufacturer's latest approved design. The components shall be UL listed and properly UL labeled.

B. All materials shall be new and of a design and construction to suit the application where it is used in accordance with accepted industry standards.

2.2 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide product indicated on drawings or by one of the following manufacturers, all substitutes must be approved before bidding:
 - 1. LAGPRO, LLC
 - 2. Lightning Protection. Parts, LLC
 - 3. DEHN Inc.
 - 4. Lightning Protection Corporation

2.3 LIGHTNING PROTECTION MATERIALS

A. All materials shall be copper/bronze or aluminum and of the size, weight, and construction to suit the application. Class I sized components may be utilized on roof levels 75 feet and below in height. Class II sized components are required for roof levels over 75 feet in height. All mounting hardware shall be stainless steel to prevent corrosion.

2.4 ALUMINUM MATERIALS

A. Aluminum components shall be used on roofs that utilize aluminum, galvalume or galvanized metal roofing components. On aluminum, galvalume or galvanized metal roofs or where aluminum, galvalume or galvanized metal roofing components exist, the entire roof lightning protection system shall utilize aluminum components to ensure compatibility. However, the down leads and grounding shall utilize copper with the bimetal transition occurring at the through roof assembly with an approved bimetal through roof assembly.

2.5 CABLE CONNECTIONS

- A. Class I structures shall utilize crimped or bolt type connectors for all conductor splices and connections between conductors and other components.
- B. Class II structures shall utilize bolt type connectors for all conductor splices and connections between conductors and other components.
- C. Crimp/pressure squeeze conductor supports are acceptable for Class I and Class II structures.

2.6 GROUNDING

- A. Ground rods shall be copper-clad steel, 3/4 inch in diameter by 10 feet long.
- B. If a ground counterpoise is required, it shall be a minimum of main size lightning protection conductor.
- C. At least one test well shall be provided for testing purposes.

2.7 SURGE PROTECTION DEVICES

A. A surge protection device at the main electrical service entrance is required by lightning protection standards. The surge protection device must comply with the most current version of UL Standard 1449 as a Type 1 or Type 2 lightning rated unit of 20Ka or more. It shall be the responsibility of the Electrical Contractor to furnish and install or verify that such surge protection device is installed on the main electrical service.

PART III EXECUTION

3.1 INSTALLATION

- A. The installation shall be accomplished by a Lightning Protection Contractor with a minimum of 10 years documented experience that is a member of the LPI and an employer of LPI certified Master Installer Designers of lightning protection systems and UL Listed
- B. A LPI Certified Master Installer shall supervise the installation.
- C. All materials shall be installed in a neat, workmanlike manner. The system shall consist of a complete conductor network at the roof and include air terminals, connectors, splicers, bonds, copper down leads, and proper ground terminals. Copper down lead conductors shall be utilized even when aluminum is required on the roof. Down lead conductors shall not be brought directly through the roof. Through roof assemblies with solid brass, aluminum or stainless-steel rods shall be utilized for this purpose. The structural steel framework may be utilized in the installation as outlined by LPI, UL, and NFPA standards.

3.2 COORDINATION

- A. The Lightning Protection Contractor shall work with other trades to insure a correct, neat and unobtrusive installation. Coordinate installation of lightning protection with installation of other building systems and components, including electrical wiring, supporting structures and building materials, metal bodies requiring bonding to the lightning protection components and building finishes.
- B. The Lightning Protection Contractor shall use a compatible adhesive to adhere lightning protection components to the roof when required. The Lightning Protection Contractor shall furnish and install the adhesive and obtain an approval of the compatible adhesive from the roof manufacturer/contractor prior to the installation.
- C. It shall be the responsibility of the Lightning Protection Contractor to assure a common bond to all incoming media such as the main water, gas, and electric and to assure interconnection with other ground systems.

3.3 FIELD QUALITY CONTROL

- A. It is recommended the lightning protection system be visually inspected at least annually per NFPA by a Lightning Protection Contractor that is a member of the LPI and UL Listed.
- B. Upon completion of the installation, a systems test shall be performed, and a written test report provided.

END OF SECTION 10 71 00





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SECTION 26 05 00 – Common Work Results for Electrical

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Raceways
 - 2. Wires and cables rated 600 V and less.
 - 3. Connectors, splices, and terminations rated 600 V and less.

1.2 UNIT PRICES

- A. The measurement for payment for Conduit and Wiring shall be per linear ft. The installation shall include conduit, wire, connectors, lighting control device, circuit breaker and all necessary trenching, boring, drilling required to install a complete system.
- B. Payment will be made at the contract price per linear foot of Conduit and Wiring installed. Payment will constitute full compensation for furnishing all materials, equipment, and tools to provide a complete operating system.

PART 2 - PRODUCTS

2.1 RACEWAYS

A. Listing and Labeling: Nonmetallic conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.2 CONDUCTORS AND CABLES

- A. Copper Conductors: Comply with NEMA WC 70/ICEA S-95-658.
- B. Conductor Insulation: Comply with NEMA WC 70/ICEA S-95-658.

2.3 CONNECTORS AND SPLICES

A. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

2.4 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

- A. Outdoors: Apply raceway products as specified below unless otherwise indicated:
 - 1. Exposed Conduit: Sch 80 PVC.
 - 2. Concealed Conduit, Aboveground: Sch 80 PVC
 - 3. Underground Conduit: Sch 40 PVC.
 - 4. Boxes and Enclosures, Aboveground: Type 3R.

- B. Indoors: Apply raceway products as specified below unless otherwise indicated:
 - 1. Exposed, Not Subject to Physical Damage: Sch 40 PVC.
 - 2. Boxes and Enclosures: NEMA 250, Type 1

3.2 CONDUCTOR MATERIAL APPLICATIONS

A. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

3.3 INSTALLATION OF CONDUCTORS

- A. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- B. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.

3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torquetightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.

3.5 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Install sleeves and sleeve seals at penetrations of exterior wall assemblies.

3.6 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
 - 1. After installing conductors and before electrical circuitry has been energized, test feeder conductors for compliance with requirements.

END OF SECTION 26 05 00

SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes grounding and bonding systems and equipment.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

1.3 UNIT PRICES

- A. The measurement for payment for Ground Rods will be each.
- B. Payment will be made at the contract price for each ground rod installed. Payment will constitute full compensation for furnishing all materials, equipment, tools, all labor and other incidentals necessary to complete the installation and connection of each ground rod to the pole mounted luminaire.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include:
 - 1. Burndy; Part of Hubbell Electrical Systems.
 - 2. Dossert; AFL Telecommunications LLC.
 - 3. ERICO International Corporation.
 - 4. Fushi Copperweld Inc.
 - 5. Galvan Industries, Inc.; Electrical Products Division, LLC.
 - 6. Harger Lightning and Grounding.
 - 7. ILSCO.
 - 8. O-Z/Gedney; A Brand of the EGS Electrical Group.
 - 9. Robbins Lightning, Inc.
 - 10. Siemens Power Transmission & Distribution, Inc.

2.2 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

2.3 CONDUCTORS

A. Insulated Conductors: Copper or tinned-copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.

2.4 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy.

- C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- D. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless compression or exothermic-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

2.5 GROUNDING ELECTRODES

A. Ground Rods: Copper-clad steel ³/₄ inch by 10-foot length.

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 10 AWG and smaller, and stranded conductors for No. 8 AWG and larger unless otherwise indicated.
- B. Underground Grounding Conductors: Install jacketed copper conductor, No. #12 AWG minimum.
 - 1. Bury at least 30 inches below grade.
- C. Conductor Terminations and Connections:
 - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
 - 2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
 - 3. Connections to Ground Rods at Test Wells: Bolted connectors.
 - 4. Connections to Structural Steel: Welded connectors.

3.2 GROUNDING AT THE SERVICE

A. Equipment grounding conductors and grounding electrode conductors shall be connected to the ground bus. Install a main bonding jumper between the neutral and ground buses.

3.3 GROUNDING UNDERGROUND DISTRIBUTION SYSTEM COMPONENTS

A. Comply with IEEE C2 grounding requirements.

3.4 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
 - 1. Feeders and branch circuits.
 - 2. Lighting circuits.
 - 3. Receptacle circuits.
 - 4. Flexible raceway runs.
 - 5. Armored and metal-clad cable runs.

3.5 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Ground Bonding Common with Lightning Protection System: Comply with NFPA 780 and UL 96 when interconnecting with lightning protection system. Bond electrical power system ground directly to lightning protection system grounding conductor at closest point to electrical

service grounding electrode. Use bonding conductor sized same as system grounding electrode conductor, and install in conduit.

- C. Ground Rods: Drive rods until tops are 12 inches below finished floor or final grade unless otherwise indicated.
- 3.6 FIELD QUALITY CONTROL
 - A. Perform tests and inspections. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.

SECTION 260923 - LIGHTING CONTROL DEVICES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Time switches.
 - 2. Photoelectric switches.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.3 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

1.4 UNIT PRICES

A. See Section 26 05 00 Common Work Results for Electrical.

1.5 CLOSEOUT SUBMITTALS

B. Operation and maintenance data

PART 2 - PRODUCTS

2.1 OUTDOOR PHOTOELECTRIC SWITCHES

- A. Manufacturers: Subject to compliance with requirements, provide product by one of the following:
 - 1. <u>Cooper Industries, Inc</u>.
 - 2. <u>Intermatic, Inc</u>.
 - 3. <u>NSi Industries LLC;</u> TORK Products.
 - 4. <u>Tyco Electronics</u>; ALR Brand.
- B. Description: Solid state, with SPST dry contacts rated for 1800 VA, to operate connected load, complying with UL 773.
 - 1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
 - 2. Light-Level Monitoring Range: 1.5 to 10 fc, with an adjustment for turn-on and turn-off levels within that range.
 - 3. Time Delay: Thirty-second minimum, to prevent false operation.
 - 4. Lightning Arrester: Air-gap type.
 - 5. Mounting: Twist lock complying with NEMA C136.10, with base.

2.2 CONDUCTORS AND CABLES

A. Power Wiring to Supply Side of Remote-Control Power Sources: Not smaller than No. 12 AWG. Comply with requirements in Section 260500 "Common Work Results for Electrical"

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install and aim sensors in locations to achieve not less than 90 percent coverage of areas indicated. Do not exceed coverage limits specified in manufacturer's written instructions.
- B. Wiring Method: Comply with Section 260519 "Low-Voltage Electrical Power Conductors and Cables." Minimum conduit size to sensor is ½ inch.

3.2 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
 - 1. Operational Test: After installing time switches and sensors, and after electrical circuitry has been energized, start units to confirm proper unit operation.
 - 2. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- B. Lighting control devices will be considered defective if they do not pass tests and inspections.
- C. Prepare test and inspection reports.

SECTION 26 56 00 - EXTERIOR LIGHTING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Exterior luminaires with light emitting diodes (LED) and LED driver.
 - 2. Poles and accessories.

1.2 STRUCTURAL ANALYSIS CRITERIA FOR POLE SELECTION

- A. Dead Load: Weight of luminaire and its horizontal and vertical supports, lowering devices, and supporting structure, applied as stated in AASHTO LTS-4-M.
- B. Live Load: Single load of 500 lbf, distributed as stated in AASHTO LTS-4-M.
- C. Wind Load: Pressure of wind on pole and luminaire and banners and banner arms, calculated and applied as stated in AASHTO LTS-4-M.
 - 1. Basic wind speed, sustained wind force, for calculating wind load for poles 50 feet in height or less is 100 mph value from AASHTO LTS-4-M.
 - a. Wind Importance Factor: 1.0.
 - b. Minimum Design Life: 50 years.
 - c. Velocity Conversion Factors: 1.0.

1.3 ACTION SUBMITTALS

- A. Product Data: For each luminaire, pole, and support component(s), arranged in order of lighting unit designation. Include data on features, accessories, and finishes.
- B. Shop Drawings: Anchor-bolt templates keyed to specific poles and certified by manufacturer.
- C. Submit, simultaneously with the shop drawings, complete maintenance and operating manuals, including technical data sheets, wiring diagrams, and information for ordering replacement parts.

1.4 UNIT PRICES

A. Pole mounted single LED Luminaire.

1. The measurement for payment for pole mounted single LED Luminaire will be each. Each installation shall include a base plate with cover, 20 ft light pole and a single LED Luminaire to match existing.

2. Payment will be made at the contract price for each pole mounted single LED Luminaire. Payment will constitute full compensation for furnishing all materials, equipment, tools, all labor and other incidentals necessary to complete the installation of pole mounted single LED Luminaire.

1.4 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with IEEE C2, "National Electrical Safety Code."
- C. Comply with NFPA 70.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Provide manufacturer's standard provisions for protecting pole finishes during transport, storage, and installation. Do not store poles on ground. Store poles so they are at least 305 mm (12 inches) above ground level and growing vegetation. Do not remove factory-applied pole wrappings until just before installing pole.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Luminaire and Pole Products: Subject to compliance with requirements, provide products indicated on Drawings or by one of the following manufacturers that match the existing luminaires and poles, all substitutes must be approved prior to bidding:
 - 1. U.S. ARCHITECTURAL LIGHTING
 - 2. HUBBELL LIGHTING
 - 3. WAC LIGHTING
 - 4. ATLAS AMERICAN LIGHTING
 - 5. TECHLIGHT INC.

2.2 GENERAL REQUIREMENTS FOR LUMINAIRES

- A. Luminaires, materials and equipment shall be in accordance with NEC, UL, ANSI, and as shown on the drawings and specified. LED sources shall meet the following requirements:
 - 1. Operating temperature rating shall be between -40 degrees F and 120 degrees F.
 - 2. Correlated Color Temperature (CCT): 4000K.
 - 3. Color Rendering Index (CRI): ≥ 85 .
 - 4. The manufacturer shall have performed reliability tests on the LEDs luminaires complying with Illuminating Engineering Society (IES) LM79 for photometric performance and LM80 for lumen maintenance and L70 life.//
- B. LED drivers shall meet the following requirements:
 - 1. Drivers shall have a minimum efficiency of 85%.
 - 2. Starting Temperature: -40 degrees F.
 - 3. Input Voltage: 120 (±10%) volt.
 - 4. Power Supplies: Class I or II output.
 - 5. Power Factor (PF): ≥ 0.90 .
 - 6. Total Harmonic Distortion (THD): $\leq 20\%$.
 - 7. Comply with FCC Title 47 CFR Part 18 Non-consumer RFI/EMI Standards.
 - 8. Drivers shall be reduction of hazardous substances (ROHS)-compliant

2.3 GENERAL REQUIREMENTS FOR POLES AND SUPPORT COMPONENTS

- A. Structural Characteristics: Comply with AASHTO LTS-4-M.
 - 1. Wind-Load Strength of Poles: Adequate at indicated heights above grade without failure, permanent deflection, or whipping in steady winds of speed indicated in "Structural Analysis Criteria for Pole Selection" Article.
 - 2. Strength Analysis: For each pole, multiply the actual equivalent projected area of luminaires and brackets by a factor of 1.1 to obtain the equivalent projected area to be used in pole selection strength analysis.
- B. Luminaire Attachment Provisions: Comply with luminaire manufacturers' mounting requirements. Use stainless-steel fasteners and mounting bolts unless otherwise indicated.

- C. Mountings, Fasteners, and Appurtenances: Corrosion-resistant items compatible with support components.
 - 1. Materials: Shall not cause galvanic action at contact points.
 - 2. Anchor Bolts, Leveling Nuts, Bolt Caps, and Washers: Hot-dip galvanized after fabrication unless otherwise indicated.
 - 3. Anchor-Bolt Template: Plywood or steel.
- D. Concrete Pole Foundations: Cast in place, with anchor bolts to match pole-base flange. Concrete, reinforcement, and formwork are specified in Section 033000 "Cast-in-Place Concrete."

2.4 POLE ACCESSORIES

A. Base Covers: Manufacturers' standard metal units, arranged to cover pole's mounting bolts and nuts. Finish same as pole.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install lighting in accordance with the NEC, as shown on the drawings, and in accordance with manufacturer's recommendations.
- B. Fasten luminaire to indicated structural supports.
 - 1. Use fastening methods and materials selected to resist seismic forces defined for the application and approved by manufacturer.

3.2 POLE INSTALLATION

- A. Alignment: Align pole foundations and poles for optimum directional alignment of luminaires and their mounting provisions on the pole.
- B. Clearances: Maintain the following minimum horizontal distances of poles from surface and underground features unless otherwise indicated on Drawings:
 - 1. Fire Hydrants and Storm Drainage Piping: 60 inches.
 - 2. Water, Gas, Electric, Communication, and Sewer Lines: 10 feet.
 - 3. Trees: 15 feet from tree trunk.
- C. Concrete Pole Foundations: Set anchor bolts according to anchor-bolt templates furnished by pole manufacturer. Concrete materials, installation, and finishing requirements are specified in Section 033000 "Cast-in-Place Concrete."
- D. Foundation-Mounted Poles: Mount pole with leveling nuts and tighten top nuts to torque level recommended by pole manufacturer.
 - 1. Use anchor bolts and nuts selected to resist seismic forces defined for the application and approved by manufacturer.
 - 2. Grout void between pole base and foundation. Use non-shrink or expanding concrete grout firmly packed to fill space.
 - 3. Install base covers unless otherwise indicated.
 - 4. Use a short piece of 1/2-inch diameter pipe to make a drain hole through grout. Arrange to drain condensation from interior of pole.
- E. Raise and set poles using web fabric slings (not chain or cable).

3.3 CORROSION PREVENTION

A. Aluminum: Do not use in contact with earth or concrete. When in direct contact with a dissimilar metal, protect aluminum by insulating fittings or treatment.

B. Steel Conduits: In concrete foundations, wrap conduit with 0.010-inch thick, pipe-wrapping plastic tape applied with a 50 percent overlap.

3.4 GROUNDING

- A. Ground metal poles and support structures according to Section 260526 "Grounding and Bonding for Electrical Systems."
 - 1. Install grounding electrode for each pole unless otherwise indicated.
 - 2. Install grounding conductor pigtail in the base for connecting luminaire to grounding system.





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SECTION 31 10 00 - SITE CLEARING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

- 1. Protecting existing vegetation to remain.
- 2. Removing existing vegetation.
- 3. Clearing and grubbing.
- 4. Stripping and stockpiling topsoil.
- 5. Removing above- and below-grade site improvements.
- 6. Disconnecting, capping or sealing site utilities.
- 7. Temporary erosion- and sedimentation-control measures.

1.2 MATERIAL OWNERSHIP

A. Except for stripped topsoil and other materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.3 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.
- C. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.
- D. Do not commence site clearing operations until temporary erosion- and sedimentation-control and tree-protection measures are in place.
- E. The following practices are prohibited within protection zones:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Parking vehicles or equipment.
 - 3. Foot traffic.
 - 4. Erection of sheds or structures.
 - 5. Impoundment of water.
 - 6. Excavation or other digging unless otherwise indicated.
 - 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.

1.4 UNIT PRICES

- A. Temporary erosion- and sedimentation-control measures.
 - 1. The measurement for payment for Temporary Erosion and Sedimentation Control Measures will be per linear ft.
 - 2. Payment will be made at the contract price for each linear foot of Temporary Erosion and Sedimentation Control Measures.
- B. Tree Removal, Cut, Chip, and Removal of Stump.

- 1. The measurement for payment for Tree Removal, Cut, Chip, and Removal of Stump will be each.
- 2. Payment will be made at the contract price for Tree Removal, Cut, Chip, and Removal of Stump. Payment will constitute full compensation for furnishing all materials, equipment, tools, all labor and other incidentals necessary to complete the removal of a tree, its stump and all debris from the clearing of a tree.
- C. Stripping and stockpiling topsoil.
 - 1. The measurement for payment for Stripping and Stockpiling Topsoil will be per cubic yard.
 - 2. Payment will be made at the contract price for Stripping and Stockpiling Topsoil. Payment will constitute full compensation for furnishing all materials, equipment, tools, all labor and other incidentals necessary to strip and stockpile the exiting topsoil.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 312000 "Earth Moving."
 - 1. Obtain approved borrow soil material off-site after satisfactory soil material is no longer available from on-site location.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate and clearly identify trees, shrubs, and other vegetation to remain or to be relocated.
- C. Protect existing site improvements to remain from damage during construction.
 - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and requirements of authorities having jurisdiction.
- B. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- C. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
- D. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

3.3 TREE AND PLANT PROTECTION

- A. General: Protect trees and plants remaining on-site according to requirements in Section 015639 "Temporary Tree and Plant Protection."
- B. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Engineer.

3.4 EXISTING UTILITIES

- A. Locate, identify, disconnect, and seal or cap utilities indicated to be removed or abandoned in place.
 - 1. Arrange with utility companies to shut off indicated utilities.
- B. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Engineer not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Engineer's written permission.
- C. Removal of underground utilities is included in earthwork sections.

3.5 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.
 - 1. Grind down stumps and remove roots, obstructions, and debris to a depth of 36 inches below exposed subgrade.
 - 2. Use only hand methods for grubbing within protection zones.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
 - 1. Place fill material in horizontal layers not exceeding a loose depth of 6 inches and compact each layer to a density equal to adjacent original ground.

3.6 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to depth of 6 inches in a manner to prevent intermingling with underlying subsoil or other waste materials.
- C. Stockpile topsoil away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.

3.7 SITE IMPROVEMENTS

A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.

3.8 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.
- B. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities. Do not interfere with other Project work.

SECTION 312000 - EARTH MOVING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Preparing subgrades for walks, pavements, turf and grasses and plants.
 - 2. Subbase course for concrete walks and pavements.
 - 3. Excavating and backfilling for utility trenches.
- B. If the contents of this specification or any drawing differ with the recommendations of the geotechnical report dated April 3, 2020 by Southern Earth Sciences Inc, then the geotechnical report takes precedent.

1.2 DEFINITIONS

- A. Backfill: Soil material used to fill an excavation.
 - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.
- C. Borrow Soil: Satisfactory soil imported from on-site or off-site for use as fill or backfill.
- D. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
 - 1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Engineer. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
 - 2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be without additional compensation.
- E. Fill: Soil materials used to raise existing grades.
- F. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.
- G. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.
- 1.3 UNIT PRICES
- A. Grading Area to be Paved.
 - 1. The measurement for payment for Grading Area to be Paved will be per square yard.
 - 2. Payment will be made at the contract price for Grading Area to be Paved. Payment will constitute full compensation for furnishing all materials, equipment, tools, all labor and other incidentals necessary to complete the installation of Grading Area to be Paved.
- B. Prepare Plow/Scarify Owner Supplied Borrow Soil Backfill.
 - 1. The measurement for payment to Prepare Plow/Scarify Owner Supplied Borrow Soil Backfill will be per cubic yard.
 - 2. Payment will be made at the contract price for Prepare Plow/Scarify Owner Supplied Borrow Soil Backfill. Payment will constitute full compensation for furnishing all materials, equipment, tools, all labor and other incidentals necessary to complete the Prepare Plow/Scarify of Owner Supplied Borrow Soil Backfill.

- C. Hauling Borrow Soil Backfill.
 - 1. The measurement for payment for Hauling Borrow Soil Backfill will be per cubic yard.
 - 2. Payment will be made at the contract price for Hauling Borrow Soil Backfill. Payment will constitute full compensation for furnishing all materials, equipment, tools, all labor and other incidentals necessary to complete the Hauling Borrow Soil Backfill to the work area.
- D. Prepare and Roll Sub-Base.
 - 1. The measurement for payment for Prepare and Roll Sub-Base will be per square yard.
 - 2. Payment will be made at the contract price for Prepare and Roll Sub-Base. Payment will constitute full compensation for furnishing all materials, equipment, tools, all labor and other incidentals necessary to complete the Prepare and Roll Sub-Base.
- E. Delivered Crushed Stone.
 - 1. The measurement for payment for Delivered Crushed Stone will be per cubic yard.
 - 2. Payment will be made at the contract price for Delivered Crushed Stone. Payment will constitute full compensation for furnishing Delivered Crushed Stone.
- F. Compacted Crushed Stone, 6" Deep Aggregate Base.
 - 1. The measurement for payment for Compacted Crushed Stone, 6" Deep Aggregate Base will be per square yard.
 - 2. Payment will be made at the contract price for Compacted Crushed Stone, 6" Deep Aggregate Base. Payment will constitute full compensation for furnishing all materials, equipment, tools, all labor and other incidentals necessary to complete the Compacted Crushed Stone, 6" Deep Aggregate Base.
- G. Spread Topsoil from Stockpiled Soil for Landscaping.
 - 1. The measurement for payment for Spread Topsoil from Stockpiled Soil for Landscaping will be per cubic yard.
 - 2. Payment will be made at the contract price for Spread Topsoil from Stockpiled Soil for Landscaping. Payment will constitute full compensation for furnishing all materials, equipment, tools, all labor and other incidentals necessary to Spread Topsoil from Stockpiled Soil for Landscaping.

1.4 **PROJECT CONDITIONS**

- H. Utility Locator Service: Notify utility locator service for area where Project is located before beginning earth moving operations.
- I. Do not commence earth moving operations until plant-protection measures specified in Section 015639 "Temporary Tree and Plant Protection" are in place.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: Provide soil(s) as defined in geotechnical report dated April 3, 2020 by Southern Earth Sciences Inc.

2.2 ACCESSORIES

- A. Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility; colored to comply with local practice or requirements of authorities having jurisdiction.
- B. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored to comply with local practice or requirements of authorities having jurisdiction.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
 - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

3.3 EXCAVATION FOR WALKS AND PAVEMENTS

A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.4 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit unless otherwise indicated.
 - 1. Clearance: 12 inches each side of pipe or conduit.
- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
 - 1. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material, 4 inches deeper elsewhere, to allow for bedding course.
- D. Trenches in Tree- and Plant-Protection Zones:

- 1. Hand-excavate to indicated lines, cross sections, elevations, and subgrades. Use narrowtine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
- 2. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities.
- 3. Cut and protect roots according to requirements in Section 015639 "Temporary Tree and Plant Protection."

3.5 SUBGRADE INSPECTION

- A. Proof-roll subgrade below the pavements with a pneumatic-tired dump truck to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades. Follow instructions provided in geotechnical report dated April 3, 2020 by Southern Earth Sciences Inc.
- B. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer, without additional compensation.

3.6 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 4,000 psi, may be used when approved by Engineer.
 - 1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Engineer.

3.7 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.8 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Trenches under Roadways: Provide 4-inch-thick, concrete-base slab support for piping or conduit less than 30 inches below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches of concrete before backfilling or placing roadway subbase course. Concrete is specified in "Cast-in-Place Concrete".
- D. Place and compact initial backfill of satisfactory soil, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the pipe or conduit.
 - 1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit.
- E. Place and compact final backfill of satisfactory soil to final subgrade elevation.
- F. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.9 SOIL FILL

A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.

- B. Place and compact fill material in layers to required elevations as follows:
 - 1. Under grass and planted areas, use satisfactory soil material.
 - 2. Under walks and pavements, use satisfactory soil material.
 - 3. Under steps and ramps, use engineered fill.
 - 4. Under building slabs, use engineered fill.
 - 5. Under footings and foundations, use engineered fill.

3.10 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
 - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.11 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 10 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides to required elevations, and uniformly along the full length.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 1557, Method A; also refer to geotechnical report dated April 3, 2020 by Southern Earth Sciences Inc:
 - 1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent of the soil's standard proctor.
 - 2. Under walkways, scarify and recompact top 12 inches below subgrade and compact each layer of backfill or fill soil material at 92 percent of the soil's standard proctor.
 - 3. Under turf or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 85 percent.
 - 4. For utility trenches not under paving, compact each layer of initial and final backfill soil material at 85 percent.

3.12 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
- B. Site Rough Grading: Slope grades to prevent ponding. Finish subgrades to required elevations within the following tolerances:
 - 1. Turf or Unpaved Areas: Plus or minus 1 inch.
 - 2. Walks: Plus or minus 1 inch.
 - 3. Pavements: Plus or minus 1/2 inch.

3.13 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS

- A. Place subbase course and base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase course and base course under pavements and walks as follows:
 - 1. Shape subbase course and base course to required crown elevations and cross-slope grades.

- 2. Place subbase course and base course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
- 3. Compact subbase course and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of the soil's standard proctor maximum dry density as determined by ASTM D 1557, Method "A".

3.14 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- C. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

3.15 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.16 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

DIVISION 32 EXTERIOR IMPROVEMENTS



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SECTION 32 13 13 - CONCRETE PAVING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Driveways.
 - 2. Parking lots.
 - 3. Curbs.
 - 4. Walks.
 - 5. Wheel Stops
 - 6. Pavement markings

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Other Action Submittals:
 - 1. Design Mixtures: For each concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

1.3 QUALITY ASSURANCE

- A. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing readymixed concrete products and that complies with ASTM C 94 requirements for production facilities and equipment.
- B. ACI Publications: Comply with ACI 301 unless otherwise indicated.

1.4 UNIT PRICES

- A. Concrete for Parking Lots, Driveways and Walks
 - 1. The quantity of concrete to be paid for parking lots, driveways and walks based on the design thickness shown on the drawings with all steel reinforcement and will be measured per square yard.
 - 2. Payment will be made at the contract price per square yard for this scheduled item. Payment will constitute full compensation for furnishing all materials, including forms, reinforcing steel, reinforcement support, dowel bars and equipment, tools, all labor and other incidentals necessary to complete the concrete pavement system.
- B. Concrete Curbs.
 - 1. The quantity of concrete to be paid for curbs will be based on the design on the drawings and measurement per linear foot.
 - 2. Payment will be made at the contract price per linear foot for this scheduled item. Payment will constitute full compensation for furnishing all materials, forms, equipment, plant and tools, and for all labor and other incidentals necessary to complete the concrete pavement.
- C. Wheel Stops.
 - 1. The unit of measurement for wheel stops is each.
 - 2. Payment will be made at the contract price per each wheel stop for this scheduled item. Payment will constitute full compensation for furnishing all materials, tools,

and for all labor and other incidentals necessary to complete the installation of wheel stops.

- D. Pavement Markings.
 - 1. The unit of measurement for pavement markings is each.
 - 2. Payment will be made at the contract price per each pavement marking for this scheduled item. Payment will constitute full compensation for furnishing all materials, tools, and for all labor and other incidentals necessary to complete the installation of the pavement markings.

PART 2 - PRODUCTS

2.1 STEEL REINFORCEMENT

- A. Plain-Steel Welded Wire Reinforcement: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.
- B. Deformed-Steel Welded Wire Reinforcement: ASTM A 497, flat sheet.
- C. Reinforcing Bars: ASTM A 615, Grade 60; deformed.
- D. Plain-Steel Wire: ASTM A 82, as drawn.
- E. Deformed-Steel Wire: ASTM A 496.
- F. Dowel Bars: ASTM A 615, Grade 60 plain-steel bars; zinc coated (galvanized) after fabrication according to ASTM A 767, Class I coating. Cut bars true to length with ends square and free of burrs.
- G. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete specified.

2.2 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of same type, brand, and source throughout Project:
 - 1. Portland Cement: ASTM C 150, white Portland cement Type I:
 - a. Fly Ash: ASTM C 618, Class F.
 - b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
- B. Normal-Weight Aggregates: ASTM C 33, Class 1N, uniformly graded. Provide aggregates from a single source.
- C. Water: Potable and complying with ASTM C 94.
- D. Air-Entraining Admixture: ASTM C 260.
- E. Chemical Admixtures: Admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.

2.3 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 3, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. dry or cotton mats.
- B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

- C. Water: Potable.
- D. Evaporation Retarder: Waterborne, monomolecular, film forming, manufactured for application to fresh concrete.
- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.
- F. White, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 2, Class B, dissipating.

2.4 RELATED MATERIALS

- A. Joint Fillers: ASTM D 1751, asphalt-saturated cellulosic fiber.
- B. Slip-Resistive Aggregate Finish: Factory-graded, packaged, rustproof, non-glazing, abrasive aggregate of fused aluminum-oxide granules or crushed emery aggregate containing not less than 50 percent aluminum oxide and not less than 20 percent ferric oxide; unaffected by freezing, moisture, and cleaning materials.

2.5 PAVEMENT MARKINGS

- A. Manufacturers: Subject to compliance with requirements, provide products by one the following:
 - 1. Aexcel Inc.
 - 2. <u>Benjamin Moore & Co</u>.
 - 3. Color Wheel Paints & Coatings.
 - 4. <u>Columbia Paint & Coatings</u>.
 - 5. <u>Conco Paints</u>.
 - 6. <u>Coronado Paint; Division of INSL-X Products Corporation</u>.
 - 7. <u>Diamond Vogel Paints</u>.
 - 8. <u>Dunn-Edwards Corporation</u>.
 - 9. <u>Ennis Traffic Safety Solutions, Inc</u>
 - 10. <u>Frazee Paint</u>.
 - 11. <u>General Paint</u>.
 - 12. <u>Kwal Paint</u>.
 - 13. M.A.B. Paints.
 - 14. McCormick Paints.
 - 15. Miller Paint.
 - 16. Parker Paint Mfg. Co. Inc.
 - 17. <u>PPG Industries</u>.
 - 18. <u>Pratt & Lambert</u>.
 - 19. <u>Rodda Paint Co</u>.
 - 20. Rohm and Haas Company; a subsidiary of The Dow Chemical Company.
 - 21. Scott Paint Company.
 - 22. Sherwin-Williams Company (The).
- B. Pavement-Marking Paint: Latex, waterborne emulsion, lead and chromate free, ready mixed, complying with FS TT-P-1952, Type II, with drying time of less than 45 minutes
 - 1. Color: Blue for all handicap parking and off-loading areas & Yellow for all other parking areas.
 - 2. VOC Content: Pavement markings used on building interior shall have a VOC content of 150 g/L or less.
 - 3. Stripe width: 4 inches.

2.6 WHEEL STOPS

- A. Wheel Stops: Precast, air-entrained concrete.
 - 1. Color: Yellow.
 - 2. Dowels: Galvanized steel, 3/4 inch in diameter, 10-inch minimum length.

3. Adhesive: As recommended by wheel stop manufacturer for application to concrete pavement.

2.7 CONCRETE MIXTURES

- A. Prepare design mixtures, proportioned according to ACI 301, with the following properties:
 - 1. Compressive Strength (28 Days): 4000 psi.
 - 2. Maximum Water-Cementitious Materials Ratio at Point of Placement: 0.45.
 - 3. Slump Limit: 4, plus or minus 1 inch.
 - 4. Air Content: 6 percent plus or minus 1.5 percent.
- B. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.

2.8 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94. Furnish batch certificates for each batch discharged and used in the Work.

PART 3 - EXECUTION

3.1 EXAMINATION AND PREPARATION

- A. Proof-roll prepared subbase surface below concrete paving to identify soft pockets and areas of excess yielding.
- B. Remove loose material from compacted subbase surface immediately before placing concrete.

3.2 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.3 STEEL REINFORCEMENT

A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

3.4 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at isolation joints.
- C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, other fixed objects, and where indicated.
- D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness.
- E. Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a 3/8-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate edging-tool marks on concrete surfaces.

3.5 CONCRETE PLACEMENT

- A. Moisten subbase to provide a uniform dampened condition at time concrete is placed.
- B. Comply with ACI 301 requirements for measuring, mixing, transporting, placing, and consolidating concrete.
- C. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- D. Screed paving surface with a straightedge and strike off.
- E. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.

3.6 FLOAT FINISHING

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
 - 1. Burlap Finish: Drag a seamless strip of damp burlap across float-finished concrete, perpendicular to line of traffic, to provide a uniform, gritty texture.
 - 2. Medium-to-Fine-Textured Broom Finish: Draw a soft-bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.
 - 3. Medium-to-Coarse-Textured Broom Finish: Provide a coarse finish by striating floatfinished concrete surface 1/16 to 1/8 inch deep with a stiff-bristled broom, perpendicular to line of traffic.
- C. Slip-Resistive Aggregate Finish: Before final floating, spread slip-resistive aggregate finish on paving surface according to manufacturer's written instructions.
 - 1. Cure concrete with curing compound recommended by slip-resistive aggregate manufacturer. Apply curing compound immediately after final finishing.
 - 2. After curing, lightly work surface with a steel wire brush or abrasive stone and water to expose nonslip aggregate.

3.7 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Comply with ACI 306.1 for cold-weather protection.
- C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete but before float finishing.
- D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- E. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound or a combination of these.

3.8 PAVING TOLERANCES

- A. Comply with tolerances in ACI 117 and as follows:
 - 1. Elevation: 3/4 inch.
 - 2. Thickness: Plus 3/8 inch, minus 1/4 inch.

- 3. Surface: Gap below 10-foot long, unleveled straightedge not to exceed 1/2 inch.
- 4. Joint Spacing: 3 inches.
- 5. Contraction Joint Depth: Plus 1/4 inch, no minus.
- 6. Joint Width: Plus 1/8 inch, no minus.

3.9 PAVEMENT MARKING

- A. Allow concrete paving to cure for a minimum of 28 days and be dry before starting pavement marking.
- B. Sweep and clean surface to eliminate loose material and dust.
- C. Apply paint with mechanical equipment to produce markings of dimensions indicated with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.
 - 1. Apply graphic symbols and lettering with paint-resistant, die-cut stencils. Apply paint so that it cannot run beneath the stencil.

3.10 WHEEL STOPS

- A. Install wheel stops in bed of adhesive applied as recommended by manufacturer.
- B. Securely attach wheel stops to paving with not less than two galvanized-steel dowels located at one-quarter to one-third points. Install dowels in drilled holes in the paving and bond dowels to wheel stop. Recess head of dowel beneath top of wheel stop.

3.11 REPAIRS AND PROTECTION

- A. Remove and replace concrete paving that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by Architect.
- B. Protect concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.
- C. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

SECTION 321373 - CONCRETE PAVING JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

- 1. Cold-applied joint sealants.
- 2. Hot-applied joint sealants.
- 3. Joint-sealant backer materials.
- 4. Primers.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each kind and color of joint sealant required.
- C. Paving-Joint-Sealant Schedule: Include the following information:
 - 1. Joint-sealant application, joint location, and designation.
 - 2. Joint-sealant manufacturer and product name.
 - 3. Joint-sealant formulation.
 - 4. Joint-sealant color.

1.3 INFORMATIONAL SUBMITTALS

A. Product certificates.

1.4 UNIT PRICES

A. See SECTION 32 13 13 - CONCRETE PAVING for measurements and payments.

PART 2 - PRODUCTS

- 2.1 MATERIALS, GENERAL
 - A. Compatibility: Provide joint sealants, backing materials, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

2.2 COLD-APPLIED JOINT SEALANTS

- A. Single-Component, Self-Leveling, Silicone Joint Sealant: ASTM D 5893/D 5893M, Type SL.
 - 1. <u>Products</u>: Subject to compliance with requirements, provide one of the following:
 - a. <u>Crafco Inc.</u>, an ERGON company; RoadSaver Silicone SL.
 - b. <u>Dow Corning Corporation</u>; 890-SL.
 - c. <u>Pecora Corporation</u>; 300 SL.

2.3 JOINT-SEALANT BACKER MATERIALS

A. Round Backer Rods for Cold-Applied Joint Sealants: ASTM D 5249, Type 3, of diameter and density required to control joint-sealant depth and prevent bottom-side adhesion of sealant.

B. Backer Strips for Cold-Applied Joint Sealants: ASTM D 5249; Type 2; of thickness and width required to control joint-sealant depth, prevent bottom-side adhesion of sealant, and fill remainder of joint opening under sealant.

2.4 PRIMERS

A. Primers: Product recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated.

PART 3 - EXECUTION

3.1 INSTALLATION OF JOINT SEALANTS

- A. Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated unless more stringent requirements apply.
- B. Cleaning of Joints: Clean out joints immediately to comply with joint-sealant manufacturer's written instructions.
- C. Joint Priming: Prime joint substrates where indicated or where recommended in writing by joint-sealant manufacturer.
- D. Joint-Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions.
- E. Install joint-sealant backings to support joint sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of joint-sealant backings.
 - 2. Do not stretch, twist, puncture, or tear joint-sealant backings.
 - 3. Remove absorbent joint-sealant backings that have become wet before sealant application and replace them with dry materials.
- F. Install joint sealants immediately following backing installation, using proven techniques that comply with the following:
 - 1. Place joint sealants so they fully contact joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- G. Tooling of Nonsag Joint Sealants: Immediately after joint-sealant application and before skinning or curing begins, tool sealants according to the following requirements to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint:
 - 1. Remove excess joint sealant from surfaces adjacent to joints.
 - 2. Use tooling agents that are approved in writing by joint-sealant manufacturer and that do not discolor sealants or adjacent surfaces.
- H. Provide joint configuration to comply with joint-sealant manufacturer's written instructions unless otherwise indicated.
- I. Clean off excess joint sealant as the Work progresses, by methods and with cleaning materials approved in writing by joint-sealant manufacturers.

SECTION 32 90 00 - PLANTING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes.

1. Performing design for landscaping at project by a Licensed Landscape Architect.

1.2 DEFINITIONS

A. Landscape Architect, Any person that applies creative and technical skills and scientific, cultural, and political knowledge in the planned arrangement of natural and constructed elements on the land with a concern for the stewardship and conservation of natural, constructed and human resources.

1.3 QUALITY ASSURANCE

A. Licensed Landscape Architect shall be an experienced professional Architect that holds a current license in the State of Louisiana by the Louisiana Horticulture Commission and have a minimum of 10 years' experience.

1.4 UNIT PRICES

- A. Licensed Landscape Architect.
 - 1. The measurement for payment for Licensed Landscape Architect will be lump sum.
 - 2. Payment will be made at the contract price for Licensed Landscape Architect.

B. Landscaping, Trees, Ground Cover and Shrubs to meet Landscape Architect plan.

- 1. The measurement for payment for Landscaping, Trees, Ground Cover and Shrubs to meet Landscape Architect plan will be lump sum.
- 2. Payment will be made at the contract price for Landscaping, Trees, Ground Cover and Shrubs to meet Landscape Architect plan. Payment will constitute full compensation for furnishing all materials, equipment, tools, all labor and other incidentals necessary to complete the installation of all Landscaping.

1.5 ACTION SUBMITTALS

- A. Proposed Landscaping Plan designed and stamped by Licensed Landscape Architect.
 - 1. Portable Document Format (pdf) : Electronic pdf copy of each sheet with Architect's electronic stamp.
 - 2. Computer-Aided Design (CAD) : Electronic CAD in AutoCad 2010 format for all sheets.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 GENERAL

A. Prepare, review, and analyze plans for aesthetic and practical land use and development; produce landscape plans and landscape grading for positive drainage, planting plans, and related landscape construction details, specifications, estimates of probable costs, and reports for aesthetic and practical land use; collaborate in the design of pleasing and practical settings and approaches for vehicular and pedestrian circulation systems all with respect to the practical and aesthetic requirements of the areas on which they are to be placed.

3.2 IRRIGATION

A. This design shall include grass sod, plants and trees that does not require the use of an underground irrigation system.





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SECTION 33 41 00 - STORM UTILITY DRAINAGE PIPING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Pipe and fittings.
 - 2. Catch basins.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings:
 - 1. Catch basins. Include plans, elevations, sections, details, frames, covers, and grates.

1.3 PROJECT CONDITIONS

- A. Interruption of Existing Storm Drainage Service: Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary service according to requirements indicated:
 - 1. Notify Engineer no fewer than two days in advance of proposed interruption of service.

1.4 UNIT PRICES

- A. Catch Basin.
 - 1. The measurement for payment for Catch Basin will be each. Each installation shall also include excavating, trenching, and aggregate base course to complete the installation of Catch Basin.
 - 2. Payment will be made at the contract price for each Catch Basin. Payment will constitute full compensation for furnishing all materials, equipment, tools, all labor and other incidentals necessary to complete the installation of Catch Basin.
- B. 21" Corrugated Plastic Stormwater Piping.
 - 1. The measurement for payment for 21" Corrugated Plastic Stormwater Piping will be per linear foot. Each installation shall also include excavating, trenching, aggregate base course and backfill to complete the installation of 21" Corrugated Plastic Stormwater Piping.
 - 2. Payment will be made at the contract price for 21" Corrugated Plastic Stormwater Piping. Payment will constitute full compensation for furnishing all materials, equipment, tools, all labor and other incidentals necessary to complete the installation of 21" Corrugated Plastic Stormwater Piping.

PART 2 - PRODUCTS

2.1 PVC PIPE AND FITTINGS

- A. PVC Corrugated Sewer Piping:
 - 1. Pipe: ASTM F 949, PVC, corrugated pipe with bell-and-spigot ends for gasketed joints.
 - 2. Fittings: ASTM F 949, PVC molded or fabricated, socket type.
 - 3. Gaskets: ASTM F 477, elastomeric seals.

2.2 CATCH BASINS

- A. Standard Precast Concrete Catch Basins:
 - 1. Description: ASTM C 478, precast, reinforced concrete, of depth indicated, with provision for sealant joints.
 - 2. Base Section: 6-inch minimum thickness for floor slab and 4-inch minimum thickness for walls and base riser section, and separate base slab or base section with integral floor.
 - 3. Top Section: Flat-slab-top type.
 - 4. Joint Sealant: ASTM C 990, bitumen or butyl rubber.
 - 5. Steps: Individual FRP steps; FRP ladder; or ASTM A 615/A 615M, deformed, 1/2-inch steel reinforcing rods encased in ASTM D 4101, PP, wide enough to allow worker to place both feet on one step and designed to prevent lateral slippage off step. Cast or anchor steps into sidewalls at 12- to 16-inch intervals. Omit steps if total depth from floor of catch basin to finished grade is less than 60 inches
 - 6. Pipe Connectors: ASTM C 923, resilient, of size required, for each pipe connecting to base section.
- B. Frames and Grates: ASTM A 536, Grade 60-40-18, ductile iron designed for A-16, structural loading. Include flat grate with small square or short-slotted drainage openings.
 - 1. Size: 24 by 24 inches minimum unless otherwise indicated.
 - 2. Grate Free Area: Approximately 50 percent unless otherwise indicated.

PART 3 - EXECUTION

3.1 EARTHWORK

A. Excavation, trenching, and backfilling are specified in Section 31 20 00 "Earth Moving."

3.2 PIPING INSTALLATION

- A. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground storm drainage piping. Location and arrangement of piping layout take into account design considerations. Install piping as indicated, to extent practical. Where specific installation is not indicated, follow piping manufacturer's written instructions.
- B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for use of lubricants, cements, and other installation requirements.
- C. Install manholes for changes in direction unless fittings are indicated. Use fittings for branch connections unless direct tap into existing sewer is indicated.
- D. Install proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.
- E. When installing pipe under streets or other obstructions that cannot be disturbed, use pipejacking process of microtunneling.
- F. Install gravity-flow, nonpressure drainage piping according to the following:
 - 1. Install piping pitched down in direction of flow.
 - 2. Install piping NPS 6 and larger with restrained joints at tee fittings and at changes in direction. Use corrosion-resistant rods, pipe or fitting manufacturer's proprietary restraint system, or cast-in-place concrete supports or anchors.
 - 3. Install piping with 12" minimum cover.
 - 4. Install PVC sewer piping according to ASTM D 2321 and ASTM F 1668.

3.3 PIPE JOINT CONSTRUCTION

A. Join gravity-flow, nonpressure drainage piping according to the following:

1. Join PVC corrugated sewer piping according to ASTM D 2321 for elastomeric-seal joints.

2. Join dissimilar pipe materials with nonpressure-type flexible couplings.

3.4 CATCH BASIN INSTALLATION

A. Set frames and grates to elevations indicated.

3.5 CONNECTIONS

- A. Make connections to existing piping and underground manholes.
 - 1. Use commercially manufactured wye fittings for piping branch connections. Remove section of existing pipe; install wye fitting into existing piping; and encase entire wye fitting, plus 6-inch overlap, with not less than 6 inches of concrete with 28-day compressive strength of 3000 psi.
 - 2. Protect existing piping, manholes, and structures to prevent concrete or debris from entering while making tap connections. Remove debris or other extraneous material that may accumulate.

3.6 FIELD QUALITY CONTROL

- A. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 12 inches of backfill is in place, and again at completion of Project.
 - 1. Defects requiring correction include the following:
 - a. Alignment: Less than full diameter of inside of pipe is visible between structures.
 - b. Deflection: Flexible piping with deflection that prevents passage of ball or cylinder of size not less than 92.5 percent of piping diameter.
 - c. Damage: Crushed, broken, cracked, or otherwise damaged piping.
 - d. Infiltration: Water leakage into piping.
 - e. Exfiltration: Water leakage from or around piping.
 - 2. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.
 - 3. Reinspect and repeat procedure until results are satisfactory.
- B. Test new piping systems, and parts of existing systems that have been altered, extended, or repaired, for leaks and defects.
 - 1. Do not enclose, cover, or put into service before inspection and approval.
 - 2. Test completed piping systems according to requirements of authorities having jurisdiction.
 - 3. Gravity-Flow Storm Drainage Piping: Test according to requirements of authorities having jurisdiction, UNI-B-6, and the following:
 - a. Exception: Piping with soiltight joints unless required by authorities having jurisdiction.
 - b. Option: Test plastic piping according to ASTM F 1417.
- C. Leaks and loss in test pressure constitute defects that must be repaired.
- D. Replace leaking piping using new materials, and repeat testing until leakage is within allowances specified.

END OF SECTION 33 41 00

Section 11

Environmental • Construction Materials Testing • Geotechnical • Subsurface Investigations



Environmental • Construction Materials Testing • Geotechnical • Subsurface Investigations

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St. Tammany Coroner Facility Lacombe, LA

Report of Subsurface Investigation and Geotechnical Engineering Evaluation

Prepared for: St. Tammany Parish Government Covington, LA SESI Project No: B20-043 April 3, 2020

Baton Rouge Office

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Geotechnical, Environmental & Construction Materials Testing

April 3, 2020

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

ATTENTION: Mr. Bruce Couch

REFERENCE: Report of Subsurface Investigation and Geotechnical Engineering Evaluation St. Tammany Coroner Facility Lacombe, LA SESI Project No: B20-043

Dear Mr. Couch:

Southern Earth Sciences, Inc (SESI) has completed the subsurface investigation and geotechnical engineering evaluations for the referenced project. This report presents our understanding of the available project information, presents the information collected in our subsurface investigation, and provides our geotechnical engineering recommendations for design and construction of the proposed new parking lot.

We appreciate this opportunity to be of service. Please do not hesitate to contact us if you have any questions.

Sincerely,

SOUTHERN EARTH SCIENCES, INC.

Leigh E. Brister, E.I. Project Manager Registered, Louisiana 33943

LB/JC

Attachments



loe Cobena, P.E. Branch Manager Registered, Louisiana 42069

Report of Subsurface Investigation and Geotechnical Engineering Evaluation

St. Tammany Coroner Facility

SESI Project Number: B20-043

April 3, 2020

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1.0 PROJECT INFORMATION

Based on our understanding of the provided information, the project will consist of design and construction of a new parking lot at the existing St. Tammany Coroner Facility. The new parking area will have dimensions of 124 feet by 200 feet and will have 50 parking spaces. In addition, the entrance road will have dimensions of 150 feet by 24 feet. The proposed project site is located at 65278 Highway 434 in Lacombe, Louisiana.

At the time of our fieldwork, the portion of the site where the new parking lot will be located was topographically flat with grass/dirt groundcover and some trees. In addition to the existing facility on the site, there is a stockpile of soil to the rear of the facility which is anticipated to be used as structural fill for the new parking lot. Based on historical imagery from Google Earth, which dates back to 1998, we understand that the property was previously heavily wooded, and the portion of the site where the new parking lot will be located has never been developed.

2.0 FIELD INVESTIGATION

A total of two (2) macrocores were performed for this project within the proposed parking lot at depths of approximately 10 feet below existing grade. Test locations were identified in the field by SESI personnel using the provided site plan and reference to onsite features. Locations were marked and recorded using a handheld GPS accurate to ±20 feet. A Test Location Plan is attached in the **Appendix**.

For macrocore borings, direct push methods were used to obtain 5-foot continuous samples to the boring termination depth. Sampled soils, obtained from the macrocores, were identified in the field by drilling personnel and transported to our laboratory for examination by an engineer. To confirm soil stratification and to determine general soil strength characteristics, laboratory classification was conducted. Boring Log sheets showing the cone moisture contents, liquid limits, plastic limits, and soil types at each test location are attached in the **Appendix.** All reference to depth has been made with respect to the existing ground surface encountered during our field investigation.

3.0 SUBSURFACE CONDITIONS

The following is a general description of subsurface conditions encountered during our site investigation. The descriptions provided below are brief and generalized. Additional details on soil layers and the collected data at each test location can be found on the individual Soil Boring Logs attached in the **Appendix**. All reference to depth is made with respect to the existing ground surface encountered during our field investigation.



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3.1 Generalized Soil Profile

In general, soils in the upper 2 feet consist of sandy clay/silt with small roots. Below about 2 feet, soils encountered generally consist of lean clay with varying sand and silt content to a depth of about 7 feet below existing grade. Below about 7 feet, soils encountered generally consist of silty sand to a depth of about 10 feet, the termination of the investigation. Additional details on the collected data at each test location can be found on the individual sounding and boring logs attached in the **Appendix**.

3.2 Groundwater

Free groundwater level was encountered at a depth of about 5 feet below existing grade at the time of our field investigation. Fluctuations in the level of the groundwater table will occur due seasonal variances in rainfall, tides, drainage, types of soil present and other factors. Groundwater depths or elevations should be verified at the time of construction. Measured groundwater depths can be found on the individual boring log sheets attached in the **Appendix**.

4.0 SITE PREPARATION RECOMMENDATIONS

Based on our experience with similar site conditions, effective drainage, including ditching and positive grading, should be established across the working areas during the initial stages of site grading, and modified as necessary during construction. Once adequate site drainage is in place, the initial step in site preparation should be the complete removal of topsoil and organic-laden material, stumps and roots, debris, rubble, any existing abandoned foundations, utilities and pavements.

Excavation depths required during the initial site preparations to ensure complete removal of all organic laden material will vary with location and are expected to range from 4 to 6 inches below existing grade. Areas of deeper undercut are anticipated and should be planned for. Any over-excavated areas should be backfilled using well-compacted structural fill placed in horizontal lifts as described below.

The exposed subgrade in areas to support pavements, structures, or fill embankments should be proof rolled with a loaded dump truck or heavy compaction equipment. Any areas that deflect excessively under the equipment and do not stabilize with further compaction should be lowered further by excavation until more stable material is reached.

Pavement areas that contain deeper unstable soils that are not practical to fully undercut can typically be stabilized by partial undercutting of unstable surface materials, placement of a geotextile fabric or geogrid, and placement of a bridge lift of 24 inches of clean sand material with less than 10 percent passing



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the No. 200 mesh sieve. Structural fill placed over the bridge lift should be compacted in accordance with project specifications for structural fill.

Excavations made as part of the undercutting or foundation construction should remain open for the least amount of time practical. If soils at the bottom of the excavation are disturbed, saturated, or otherwise become unstable, the excavation should be extended deeper to stable materials. Care should be taken to ensure that any soft or excessively yielding areas are undercut to firmer materials. All demolished pavements and other debris should be disposed of offsite. Since the lateral and vertical extent may vary, we recommend the excavation and backfilling operation be observed by an experienced soils technician under the direct supervision of the registered project geotechnical engineer of record.

4.1 General Imported Fill Recommendations

Imported structural fill should consist of lean clays and sandy lean clays (CL) or clayey sands (SC) having the following material properties: a maximum plasticity index (PI) of 22, inert material (non-expansive soil), free of organics (>5%), and a maximum particle size of 2 inches. Should the PI be less than 11, silt content must be less than 50%. Fill material should be compacted in 10-inch loose lifts to at least 95 percent of the soil's standard proctor maximum dry density as determined by ASTM D 1557, Method "A". In place density tests should be made at frequent intervals to measure the effectiveness of the compaction operations.

4.1.1 On-Site Stockpile

As requested, SESI collected a representative sample from the existing stockpile located at the rear of the facility and analyzed the subsurface soils for suitability of structural fill material. In general, the soil tested consisted of lean clay with a PI of 16 and an organic content of 0.6%. Based on limited sampling and assuming the material is consistent throughout, the soil from the existing stockpile is suitable to be used as structural fill material.

5.0 PAVEMENT RECOMMENDATIONS

Recommendations for pavements in the parking and drive areas are based on the macro core borings performed at the proposed parking/drive areas, the assumption that final grades will be at or slightly above existing grades (within 1 to 2 feet) and typical vehicular traffic characteristics for a project of this type. These typical minimum pavement sections are based on our experience with similar project assuming mostly passenger vehicle traffic.

Site preparation for parking and drive areas should generally be the same as outlined in **Section 4.0** to include complete removal of topsoil, organics, tree root systems, abandoned utilities, etc. Excavations should extend as required by grades to allow placement of at least 12 inches of improved compacted fill



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below final subgrade elevation. Tables 1 and 2 outline the minimum recommended pavement section for flexible and rigid pavement design. Rigid pavement for pedestrian walkways can be placed directly on prepared subgrade.

Based on our empirical analysis from field and lab test results, a Modulus of Subgrade Reaction (k) of 100 pci should be assigned to the near surface soils. With these assumptions, it is possible to use a typical "standard" pavement section consisting of the following:

TABLE 1

RECOMMENDED MINIMUM RIGID PAVEMENT SECTION

Paved Area	Compacted Fill Thickness	Aggregate Base ^{2, 3}	Concrete ¹ (4000 psi)
Automobile Parking Areas	12 inches	4 inches	5 inches
Standard Duty Drives	12 inches	4 inches	6 inches
Heavy Duty Drives	12 inches	6 inches	7 inches
Entrances and Dumpster Pads	12 inches	6 inches	8 inches

 Proper finishing of concrete pavement requires the use of appropriate construction joints to reduce cracking. Construction joints shall be designed in accordance with the current Portland Cement. Association and the American Concrete Institute guidelines (ACI330R-08). Joints should be sealed to reduce the potential for water infiltration into the supporting soils. The design of steel reinforcement should be in accordance with current accepted codes.

2. Aggregate base should consist of 610 Limestone or other approved base course Class II base course installed and tested in accordance with section 302 of 2016 LSSRB.

 12 inch cement and/or lime treated fill base constructued in accordance with Section 305 of the 2016 LSSRB can be substituted for the aggregate base. Actual cement and lime addition rates should be based on classification testing perfromed on actual proposed fill at time of construction in accordance with Section 305.04(a).



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TABLE 2

RECOMMENDED MINIMUM FLEXIBLE PAVEMENT SECTION

Paved Area	Compacted Fill Thickness ²	Aggregate Base ^{1, 2}	Asphalt Surface and Binder
Automobile Parking Areas	12 inches	6 inches	3 inches
Standard Duty Drives	12 inches	6 inches	4 inches
Heavy Duty Drives	12 inches	8 inches	4 inches

1. Aggregate base should consist of 610 Limestone or other approved base course Class II base course installed and tested in accordance with section 302 of 2016 LSSRB.

 12 inch cement and/or lime treated fill base constructued in accordance with Section 305 of the 2016 LSSRB can be substituted for the aggregate base. Actual cement and lime addition rates should be based on classification testing perfromed on actual proposed fill at time of construction in accordance with Section 305.04(a).

The base courses should be compacted to at least 95 percent of maximum dry density near the optimum moisture content in accordance with ASTM D698, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)).

Pavement materials may be placed after the subgrade or structural fill has been properly proof rolled or compacted, and fine-graded. These activities shall be accomplished following the 2016 Louisiana Department of Transportation and Development Standard Specifications for Road and Bridge (LSSRB) construction guidelines.

5.1 Moisture Control and Drainage for Pavements

One of the most destructive elements that pavement will be subjected to in its design lifetime is the presence of excess moisture. Therefore, pavements should be adequately sloped, and sufficient drainage provided such that excess water is allowed to run off before it can migrate into the pavement system. Sprinkler systems, if utilized in landscaped areas, should be properly installed and aimed such that they do not continually wet the paved surfaces.

6.0 GENERAL COMMENTS AND LIMITATIONS

While the soil borings are representative of subsurface conditions at their respective locations and for their respective vertical reaches, local variations characteristic of the subsurface materials of the region



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are anticipated and may be encountered. The delineation between soil types shown on the logs is approximate and the description represents our interpretation of subsurface conditions at the designated test locations and on the particular date explored.

This report has been prepared in order to aid in the evaluation of this project and to assist the engineers in the project planning and structural design. At the time of writing, changes were still being considered to foundations, site grading, and other aspects of the project that could have a significant impact on the applicability or relevance of the recommendations provided in this report. SESI should be consulted as the design process continues to ensure that the recommendations provided in this report are still applicable, and that they are being properly interpreted.

This report is intended for use with regard to the specific project discussed herein as we understand it at this time, and any substantial changes in the project, loads, locations, or assumed grades should be brought to our attention so that we may determine how such changes may affect our conclusions and recommendations. We would appreciate the opportunity to review the plans and specifications for construction to ensure that our conclusions and recommendations are interpreted correctly.

Professional judgments on design alternatives and criteria are presented in this report. These are based partly on our evaluations of technical information gathered, partly on our understanding of the characteristics of the project being planned, and partly on our general experience with subsurface conditions in the area. We do not guarantee performance of the project in any respect, only that our engineering work and judgments rendered meet the standard of care of our profession.

The Geotechnical Engineer of Record should be retained by the Owner in the construction phase of the project so they can observe subsurface conditions revealed during construction, confirm that design assumptions are still applicable or provide revised recommendations based on conditions encountered during construction, and to help ensure that our recommendations are properly interpreted. We recommend that Southern Earth Sciences, Inc. be retained to perform observation and field-testing services during the site preparation and foundation construction.

This report is exclusively for the use and benefit of the addressee(s) identified on the first page of this report and is not for the use or benefit of, nor may it be relied upon by any other person or entity. The contents of this report may not be quoted in whole or in part or distributed to any person or entity other than the addressee(s) hereof without, in each case, advanced written consent.



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APPENDIX

Test Location Plan

Soil Boring Logs





						BORING LOG	Page 1 of 1		
		G NO.: CT·ST		мм	۱۸۵	Y CORONER FACILITY PROJECT NO.: DATE DRILLED:			
						COMBE, LA DATE COMPLETED:			
						2'27.62"N 89°54'15.46"W DEPTH TO WATER LEVEL:			
	BORING ELEVATION: EXISTING GRADE WATER LEVEL DATE:								
GEOL/ENGR: JC LOGGED BY:									
METHOD: MACROCORE DRILLER: 3									
DEPTH (FEET)	Moisture Content (%) LL PI R S								
ΠĽ)	SAN	(%)			SYN				
		23	40	12		Gray and Red Sandy CLAY with roots and silt layers (CL)			
- 1 - - 1 -	-								
 _ 2 _	-	20	36	20					
	-								
- 3 - 	-								
4	-								
- <u>ছ</u> -									
 		20	41	25					
 		20		20					
7 	-					Light Gray Silty SAND with silty clay layers (SM)			
- 8 - - 8 -		18							
 _ 9 _	-								
 - 10 -	-								
 						Bottom at 10 Feet			
- 11 -									
 - 12 -									
 - 13 -									
- 14 - 									
15 		S:							
MCOR	E								
					_	SOUTHERN CHRIM SCIENCES, INC.			

Page 1 of 1 **BORING LOG** BORING NO.: B-2 **PROJECT NO.:** B20-043 **PROJECT: ST. TAMMANY CORONER FACILITY DATE DRILLED:** 03/03/20 **PROJECT LOCATION: LACOMBE, LA DATE COMPLETED:** 03/03/20 **BORING LOCATION:** 30°22'29.80"N 89°54'14.85"W **DEPTH TO WATER LEVEL:** 5.1 ft BORING ELEVATION: EXISTING GRADE **WATER LEVEL DATE: 03/03/20** LOGGED BY: DT GEOL/ENGR: JC **METHOD: MACROCORE** DRILLER: SESI SAMPLE SYMBOL Moisture DEPTH (FEET) Content LL ΡI MATERIAL CLASSIFICATION (%) Gray Sandy SILT with roots (ML) 23 1 Gray, Tan, and Reddish Tan Sandy Lean CLAY with roots and silty clay layers (CL) 2 18 24 11 3 4 5 6 19 33 19 7 Light Gray Silty SAND (SM) 16 8 9 10 Bottom at 10 Feet 11 12 13 14 COMMENTS: MCORE SCIENCES, INC. SOUTHER



Geotechnical, Environmental & Construction Materials Testing

Laboratory Test Results

Project:		St. Tammany Coroner Facility, Lacombe, LA Technical Respo				nsibility:	r. 90							Quality Assurance Officer: <u>RLJ</u>				
Client:	Client: St. Tammany Parish Government			Project No.: B20-043		_	PM: LB		LB		Date Drilled:	3/3/2020						
								A	STM DES	IGNATIO	ON							
			D2216		D4318	8	D2	166	D2166	D2	850	D422, C136 or C117						
				Atte	rberg L	imits.			Cohe	esion	ing Ire	Grain Size (%)				sing		
Boring No.	Depth (ft)	Classification	ω %	LL	PL	PI	γ _{wet} pcf	γ _{dry} pcf	U psf	UU psf	Confining Pressure psi	Gravel	Sand	Silt	Clay	% Passing #200	USCS	Remarks
B-1	0-1	Gray Sandy CLAY with silt and roots	23.2	40	28	12											(CL)	30°22'27.62"N 89°54'15.46"W
B-1	1-3	Gray and Red Sandy CLAY with roots and silt layers	20.5	36	16	20											(CL)	
B-1	5-7	Light Gray and Reddish Tan Lean CLAY with silt pockets	19.7	41	16	25											(CL)	Water Level = 5.1'
B-1	7-9	Light Gray Silty SAND with silty clay layers	18.2														(SM)	
B-2	0-1	Gray Sandy SILT with roots	23.0														(ML)	30°22'29.80"N 89°54'14.85"W
B-2	1-3	Gray and Tan Sandy Lean CLAY with roots and silty clay layers	18.3	24	13	11											(CL)	
B-2	5-7	Light Gray and Reddish Tan Lean CLAY	19.2	33	14	19											(CL)	Water Level = 5.1'
B-2	7-9	Light Gray Silty SAND	15.6														(SM)	

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Baton Rouge, LA 70809	

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Geotechnical, Environmental & Construction Materials Testing

Date:	April 2,2020	B20-043
	1 ,	
D : /:		
Description:	Atterberg Limits Test of Soils ó ASTM D4318	
	Organic Content of Soils ó ASTM D2974	
Draigate	St. Tommony, Cononon Eccility	
Project:	St. Tammany Coroner Facility	
	Lacombe, LA	
Client:	St. Tammany Parish Government	
	P.O. Box 628	
	Covington, LA 70434	

On March 31, 2020, one soil sample was sampled from the existing on- site stockpile at the rear of the above- mentioned project for use as structural fill. Tests were run on this material according ASTM Standards. This sample meets the geotechnical recommendations for this project. These results are listed below.

Existing	Test Results	Geo Recommendations
On-Site CL Stockpile w/ Agg Liquid Limit	32	Recommendations
Plastic Limit	16	
Plasticity Index	16	22 Max
	10	
Organic Content	0.6 %	Less than 5%

SOUTHERN EARTH SCIENCES, INC

Danny Keller, CMT Manager



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Southern Earth Sciences, Inc. laboratories are <u>certified</u> by AASHTO, AMRL, CMEC and the U.S. Army Corps of Engineers to perform soil, concrete, asphalt and materials testing. Our professional inspectors and technicians continually participate in proficiency testing programs to ensure internal quality control.

FIELD TESTING AND INSPECTION

In addition to our laboratory testing facilities, SESI maintains a fully outfitted mobile field laboratory available for on-site testing. This allows our OSHA safety certified technicians to perform both call-out services on small projects or full-time quality control testing and inspection on major projects. The on-site testing lab offers a full range of services.

Services

- Dipstick technology for flatness testing of concrete slabs
- Soil testing—compaction, pile load testing, pile and caisson inspection, plate load bearing tests
- Asphaltic concrete testing—core density and thickness, evaluation of aggregates, mix designs, plant and field control
- Portland cement concrete—batch plant and field control, core drilling, molding, curing and testing cylinders
- Slump testing, air content and unit weight
- Pipe and block inspection
- Soundness and abrasion of aggregates
- Bridge inspection
- Pile integrity testing
- Pile dynamic analysis (PDA)
- Vibration monitoring
- Rebar location/depth of cover
- Post tensioning inspection
- Welding and steel framing inspections
- Vacuum and pressure testing







LABORATORY TESTING OF MATERIALS

Strategically located laboratories make testing of soils, concrete, asphalt and metals quick and convenient. Branch managers supervise all lab operations in accordance with ASTM Specifications E-329 and E-699. All equipment is calibrated annually to ensure accurate data. SESI technicians are certified by appropriate accrediting agencies on a routine basis.

Services

- Consolidation testing
- Flexible wall permeability testing
- Triaxial testing
- Soil classification testing
- Concrete strength testing
- Steel strength testing



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ST. TAMMANY PARISH

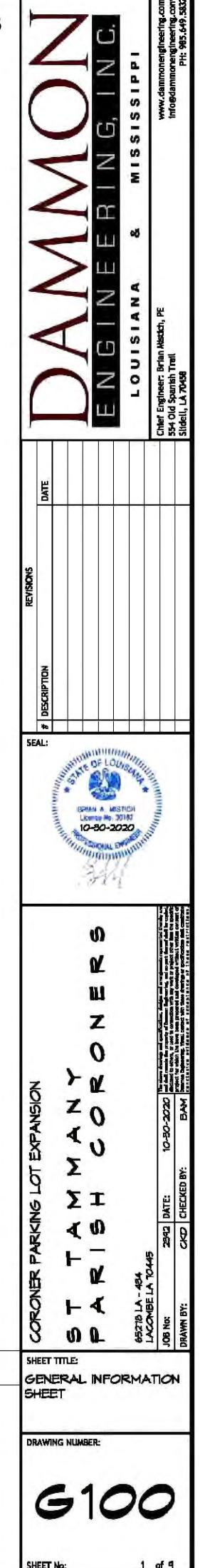


CORONER PARKING LOT EXPANSION

PARISH PRESIDENT Mike Cooper

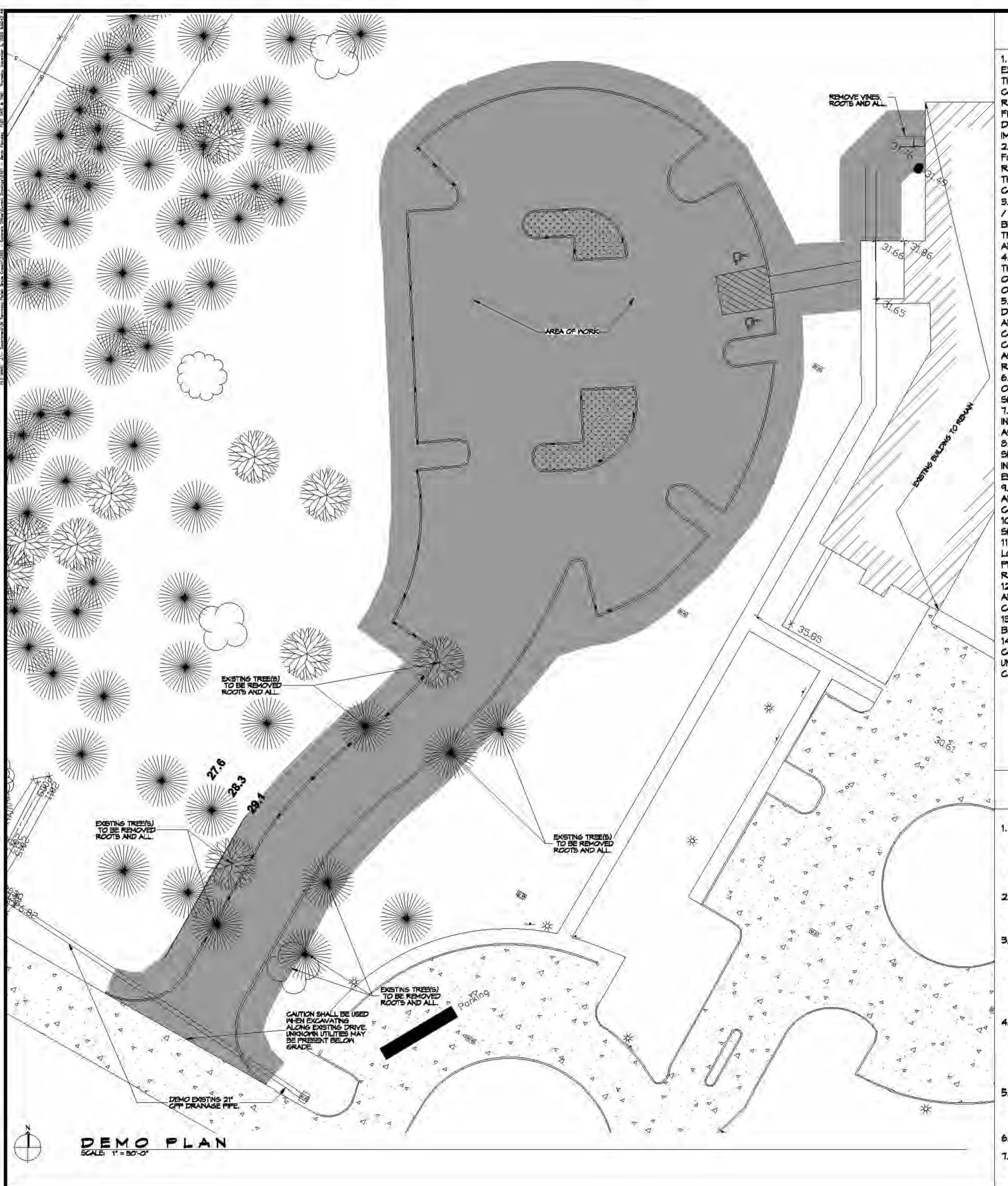
PARISH COUNCIL

MARTY DEAN DAVID F. FITZGERALD MARTHA J. CAZAUBON MICHAEL LORINO, JR. RYKERT O. TOLEDANO, JR. RICHARD E. TANNER JAMES J. DAVIS CHRIS CANULETTE MIKE M. SMITH MAUREEN "MO" O'BRIEN STEVE STEFANCIK JERRY BINDER JAKE A. AIREY THOMAS "T.J." SMITH DISTRICT "1" DISTRICT "2" DISTRICT "3" DISTRICT "4" DISTRICT "5" DISTRICT "6" DISTRICT "6" DISTRICT "7" DISTRICT "7" DISTRICT "10" DISTRICT "10" DISTRICT "12" DISTRICT "13" DISTRICT "14" Section 13



SHEET INDEX SHEET ITTLE G100 GENERAL NFORMATION SHEET D101 DEMO PLAN C101 OVERALL SITE PALN C102 ENLARGED SITE PLAN C103 SITE DRAINAGE PLAN C103.1 SITE DRAINAGE PLAN C104 SITE PAVING PLAN C105 SITE UTILITIES

G106 SITE EROSION CONTROL PLAN & DETAILS





1. THE CONTRACTOR SHALL INCLUDE IN THE BID THE COST OF REMOVING ANY EXISTING SITE FEATURES AND APPURTENANCES NECESSARY TO ACCOMPLISH THE CONSTRUCTION OF THE PROPOSED SITE IMPROVEMENTS. THE CONTRACTOR SHALL ALSO INCLUDE IN THE BID THE COST NECESSARY TO RESTORE SUCH ITEMS IF THEY ARE SCHEDULED TO REMAIN AS PART OF THE FINAL SITE IMPROVEMENTS, REFER TO PLANS TO DETERMINE EXCAVATION, DEMOLITION AND TO DETERMINE THE LOCATION OF THE PROPOSED SITE IMPROVEMENTS.

2. THE OWNER RESERVES THE RIGHT TO REVIEW ALL MATERIALS DESIGNATED FOR REMOVAL AND TO RETAIN OWNERSHIP OF SUCH MATERIALS, IF THE OWNER RETAINS ANY MATERIAL THE CONTRACTOR SHALL MAKE ARRANGEMENTS WITH THE OWNER TO HAVE THOSE MATERIALS REMOVED OFF SITE AT NO ADDITIONAL COST.

3. UNLESS SPECIFICALLY NOTED TO BE SAVED / STOCKPILED (RIS) OR REUSED / RELOCATED (RAR), ALL SITE FEATURES CALLED FOR REMOVAL (REM) SHALL BE REMOVED WITH THEIR FOOTINGS, ATTACHMENTS, BASE MATERIAL, ETC, TRANSPORTED FROM THE SITE TO BE DISPOSED OF IN A LAWFUL MANNER AT AN ACCEPTABLE DISPOSAL SITE AND AT NO COST TO THE OWNER. 4. ALL EXISTING SITE FEATURES TO REMAIN SHALL BE PROTECTED THROUGHOUT THE CONSTRUCTION PERIOD. ANY FEATURES DAMAGED DURING CONSTRUCTION OPERATIONS SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE AT NO ADDITIONAL COST. 5. DURING EARTHWORK OPERATIONS, CONTRACTOR SHALL TAKE CARE TO NOT DISTURB EXISTING MATERIALS TO REMAIN, OUTSIDE THE LIMITS OF EXCAVATION AND BACKFILL AND SHALL TAKE WHATEVER MEASURES NECESSARY, AT THE CONTRACTOR'S EXPENSE, TO PREVENT ANY EXCAVATED MATERIAL FROM COLLAPSING. ALL BACKFILL MATERIALS SHALL BE PLACED AND COMPACTED

AS SPECIFIED TO THE SUBGRADE REQUIRED FOR THE INSTALLATION OF THE REMAINDER OF THE CONTRACT WORK 6. IT SHALL BE THE CONTRACTOR'S OPTION, WITH CONCURRENCE OF THE OWNER. TO REUSE EXISTING GRAVEL IF IT MEETS THE REQUIREMENTS OF THE

SPECIFICATIONS FOR GRAVEL BORROW. 7. ALL ITEMS CALLED FOR REMOVAL SHALL BE REMOVED TO FULL DEPTH INCLUDING ALL FOOTINGS, FOUNDATIONS, AND OTHER APPURTENANCES, EXCEPT AS SPECIFICALLY NOTED OTHERWISE.

8. 'CLEAR AND GRUB VEGETATION' SHALL INCLUDE REMOVAL OF GRASS, SHRUBS, AND UNDERBRUSH, REMOVAL OF ROOTS, ROUGH GRADING. INSTALLATION OF LOAM (IF APPLICABLE), FINE GRADING, SEEDING AND TURF ESTABLISHMENT BY THE CONTRACTOR.

9. TREES DESIGNATED FOR REMOVAL SHALL BE TAGGED BY CONTRACTOR AND APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO COMMENCEMENT OF CONSTRUCTION.

10. TREES NOT DESIGNATED FOR REMOVAL AND WITHIN THE WORK AREA. SHALL BE PROTECTED.

11. THE STORAGE OF MATERIALS AND EQUIPMENT WILL BE PERMITTED AT LOCATIONS DESIGNATED BY OWNER OR OWNER'S REPRESENTATIVE. PROTECTION OF STORED MATERIALS AND EQUIPMENT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

12. STRIP & STORE EXISTING TOPSOIL FOR LATER REUSE WHERE APPROPRIATE. AND AS NOTED ON PLAN, WITH APPROPRIATE BROSION AND SEDIMENT CONTROLS.

13. LOAM / TOP SOIL DESIGNATED FOR REUSE AS GENERAL FILL SHALL BE BLENDED WITH SUITABLE BORROW MATERIAL AS SPECIFIED. 14. THE CONTRACTOR SHALL PROTECT EXISTING TREES TO REMAIN. THE CONTRACTOR SHALL INSTALL TREE PROTECTION BARRIER AFTER CLEARING UNDERBRUSH AND TAKE DUE CARE TO PREVENT INJURY TO TREES DURING CLEARING OPERATIONS.

TREE & STUMP REMOVAL NOTES:

- . GENERAL CONTRACTOR IS TO HIRE A LICENSED SUB-CONTRACTOR TO REMOVE TREES AS SHOWN ON THESE PLANS TO BE REMOVED. THE SUB-CONTRACTOR SHALL FURNISH ALL LABOR, SUPERVISION, SUPPLIES, TOOLS, EQUIPMENT AND OTHER MEANS NECESSARY FOR PERFORMING AND COMPLETING THE WORK
- 2. CONTRACTOR SHALL PROTECT ANY EXISTING FENCE, SIDEMALK, CURB, STREETS, MANHOLE COVERS AND CATCH BASING NOT SHOWN ON THESE PLANS FOR REMOVAL.
- 3. CONTRACTOR SHALL BE RESPONSIBLE TO REMOVE ALL DEBRIS FROM TREE REMOVAL OPERATIONS WITHIN TWENTY-FOUR (24) HOURS AFTER DEBRIS HAS BEEN PLACED. NO PARISH PROPERTY WILL BE DESIGNATED AS LOG STORAGE AREAS. ADDITIONALLY, NO DEBRIS OR LOGS SHALL BE GIVEN TO RESIDENTS. UNDER NO CIRCUMSTANCE SHALL DEBRIS BE LEFT ON THE SIDE OF THE STREET OVER WEEKENDS OR HOLIDAYS.
- 4. CONTRACTOR SHALL REMOVE ALL TREE STUMPS AND BUTTRESS ROOTS TO A POINT THIRTY-SIX (36") INCHES BELOW ADJACENT GROUND LEVEL THE CONTRACTOR SHALL REMOVE ALL SURFACE AND ADJACENT SUBSURFACE ROOTS AS MAY BE NECESSARY TO ELIMINATE "HUMPS" OR MOUNDS IN THE AREA.
- 5. CONTRACTOR SHALL CLEANUP JOB SITE AND REMOVE ALL ASSOCIATED DEBRIS USED IN GRINDING (REMOVAL) OF TREE STUMPS WITHIN TWENTY-FOUR (24) HOURS OF COMPLETION OF GRINDING.
- 6. THE GENERAL CONTRACTOR SHALL BACKFILL THESE HOLES.
- 1. CONTRACTOR SHALL WARRANTY WORK AGAINST SUCKER GROWTH FOR A PERIOD OF ONE (1) YEAR

GENERAL NOTES 1. ALL MATERIALS AND WORK, INCIDENTAL TO THE CONSTRUCTION OF THIS

PROJECT, SHALL CONFORM TO ALL GOVERNING CODES, AND REGULATIONS OF AGENCIES IN AUTHORITY. 2. CONTRACTOR SHALL PROVIDE ALL FUBLIC PROTECTIONS NECESSARY AS REQUIRED BY LANL

3. THE DRAWINGS, SPECIFICATIONS AND ANY SUBSEQUENTLY BSUED ADDENDA, AMENDMENTS OR SUCH CHANGE ORDERS APPROVED BY THE OWNER AND THE CONTRACTOR ARE PART OF THESE CONTRACT DOCUMENTS.

4. DO NOT SCALE DRAWINGS. CONSULT WITH THE ENGINEER REGARDING ANY ITEMS IN THE CONTRACT DOCUMENTS THAT REQUIRE CLARIFICATION

TRASH SHALL BE REMOVED PROM THE SITE NOT LESS THAN THICE MONTHLY.

THE GENERAL CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO COMMENCING WORK AND REPORT ANY AND ALL DECREPANCES TO THE BUGNEER ...

CONTRACTOR VEHICLES AND EQUIPMENT NECESSARY FOR CONSTRUCTION MAY BE PARKED ON THE SITE. OTHER VEHICLES PARKED ON THE SITE REQUIRE THE OWNER'S FERMISSION.

1. ALL MATERIALS/EQUIPMENT SHALL BE INSTALLED PER MANUFACTURERS RECOMMENDATIONS. WORK NOT CONSISTENT WITH MANUFACTURERS RECOMMENDATIONS WILL BE RELECTED BY OWNER/ENGINEER.

PROVIDE AND MANTAN IMMEDIATE SITE DRAINAGE BEFORE, DURING AND AFTER CONSTRUCTION. PROVIDE GRADING, SWALES AND SUMP PUMPS AS MAY BE REQUIRED TO IMMEDIATELY DRAN ALL RAIN WATER FROM THE CONSTRUCTION AREA. GOOD SURFACE DRANAGE WITH POSITIVE COLLECTION AND RUNOFF AND SLOPES AWAY FROM THE BUILDING SHOULD BE ASSURED.

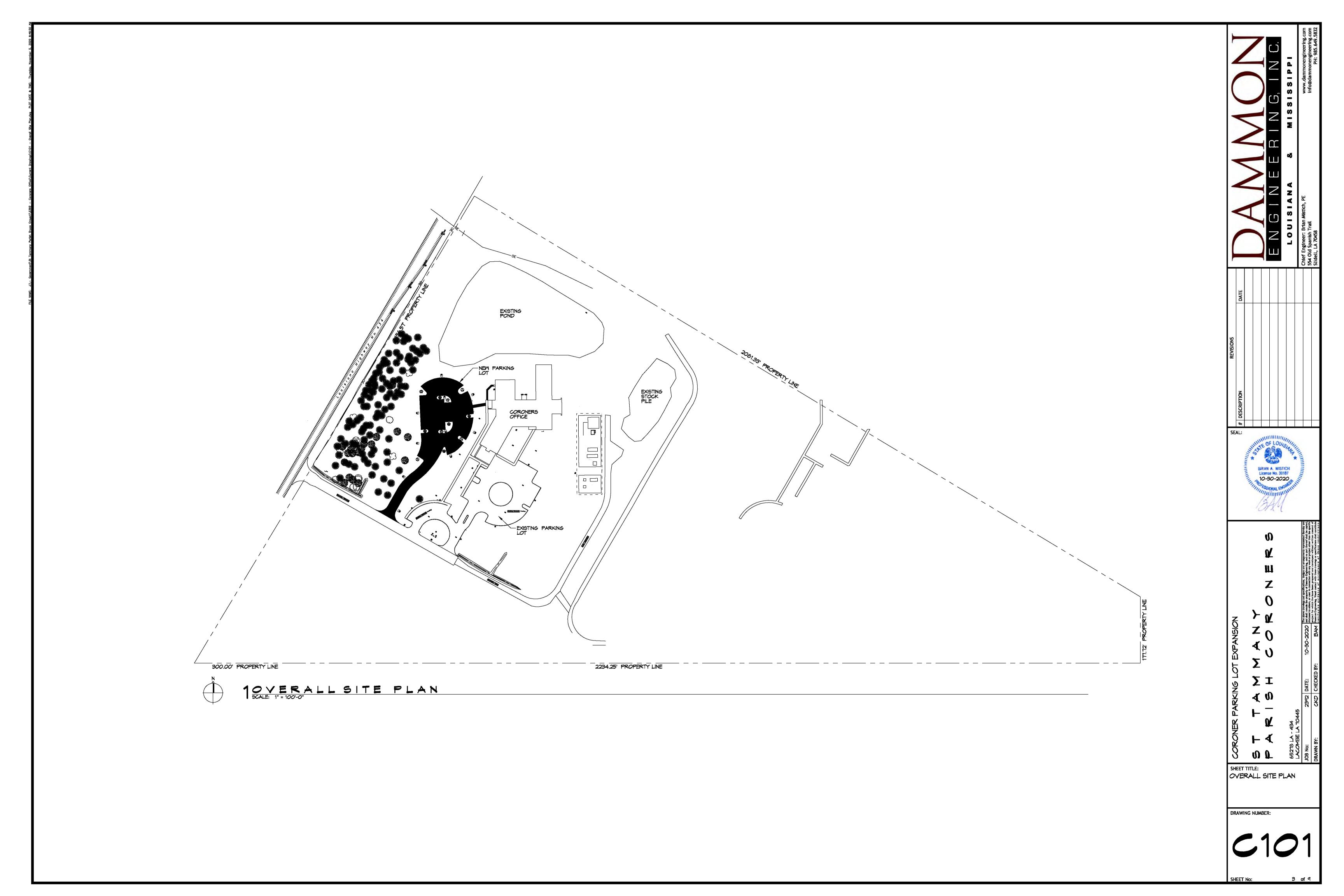


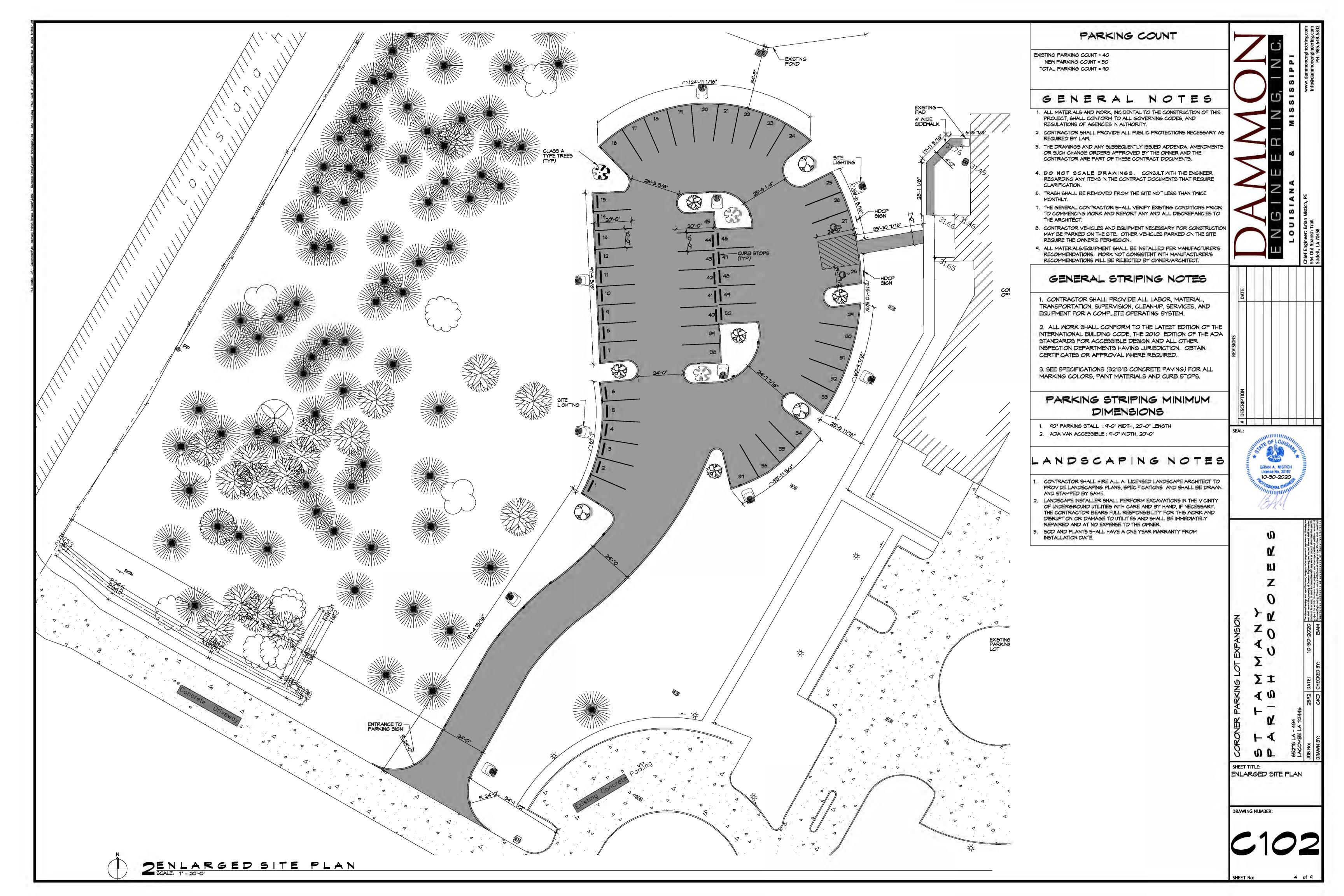
Existing Sweet Gum Tree Varies 8"-12" DBH

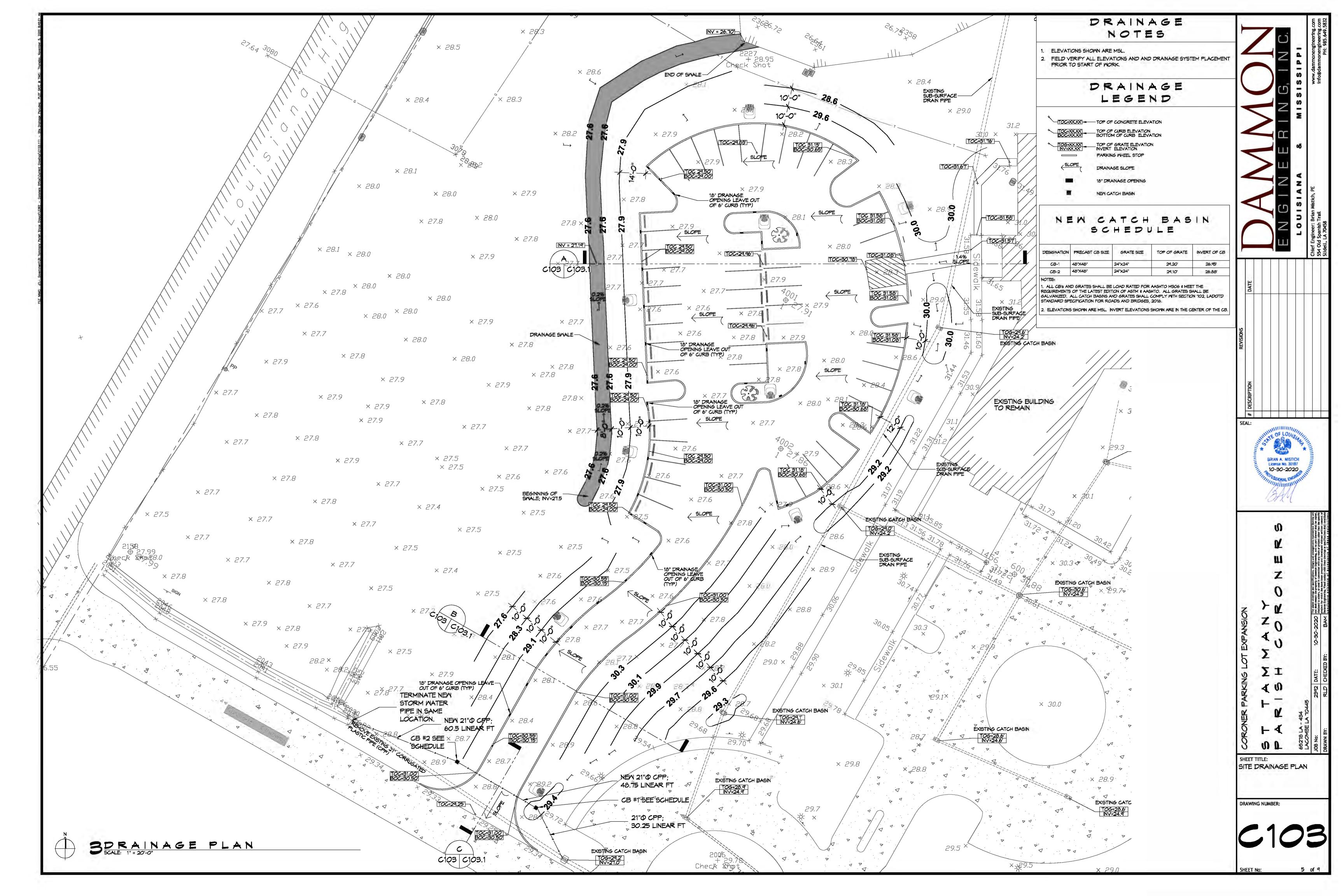
Existing Tree Surveyor Not Able to Identify Species Varies 8"-12" DBH

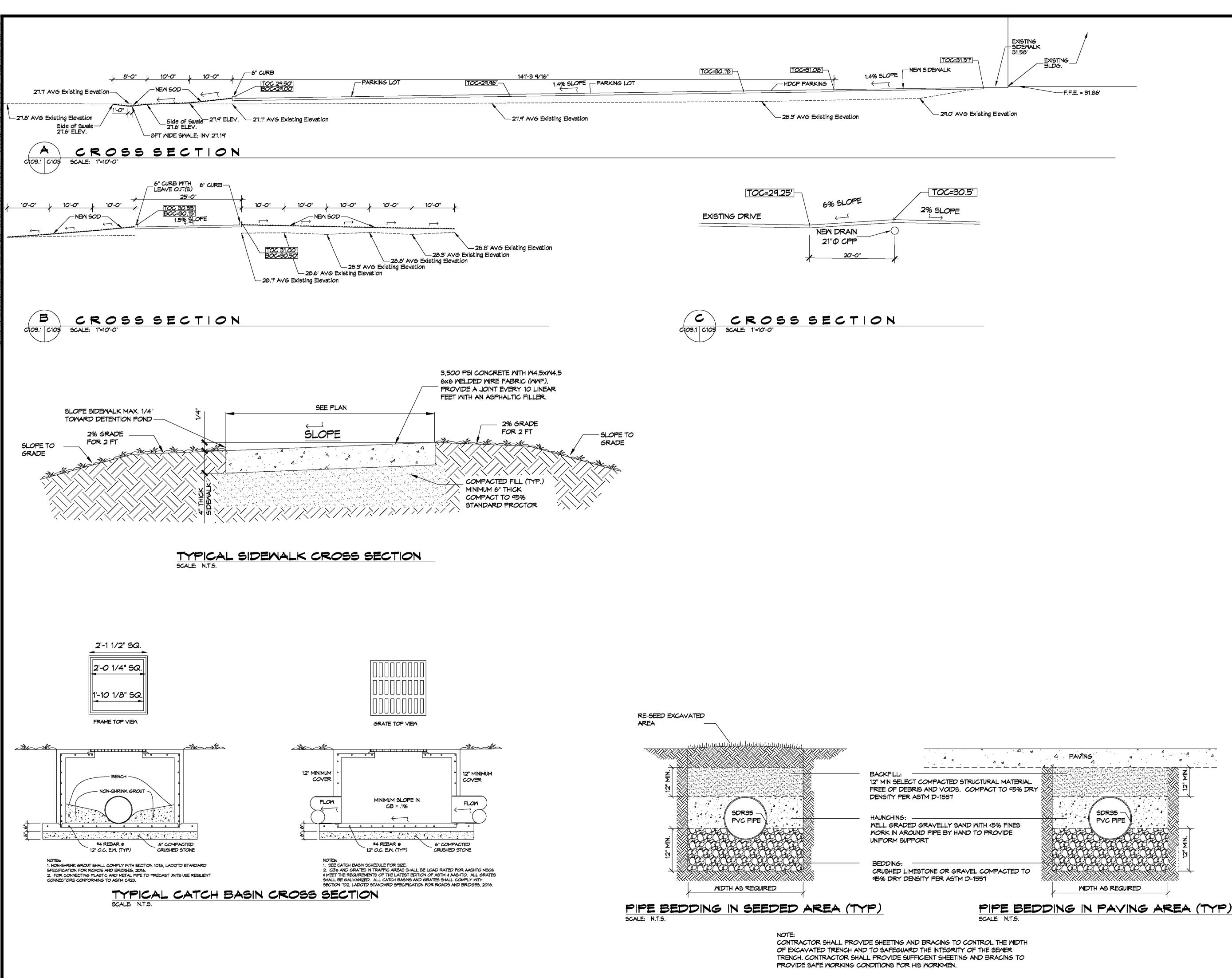
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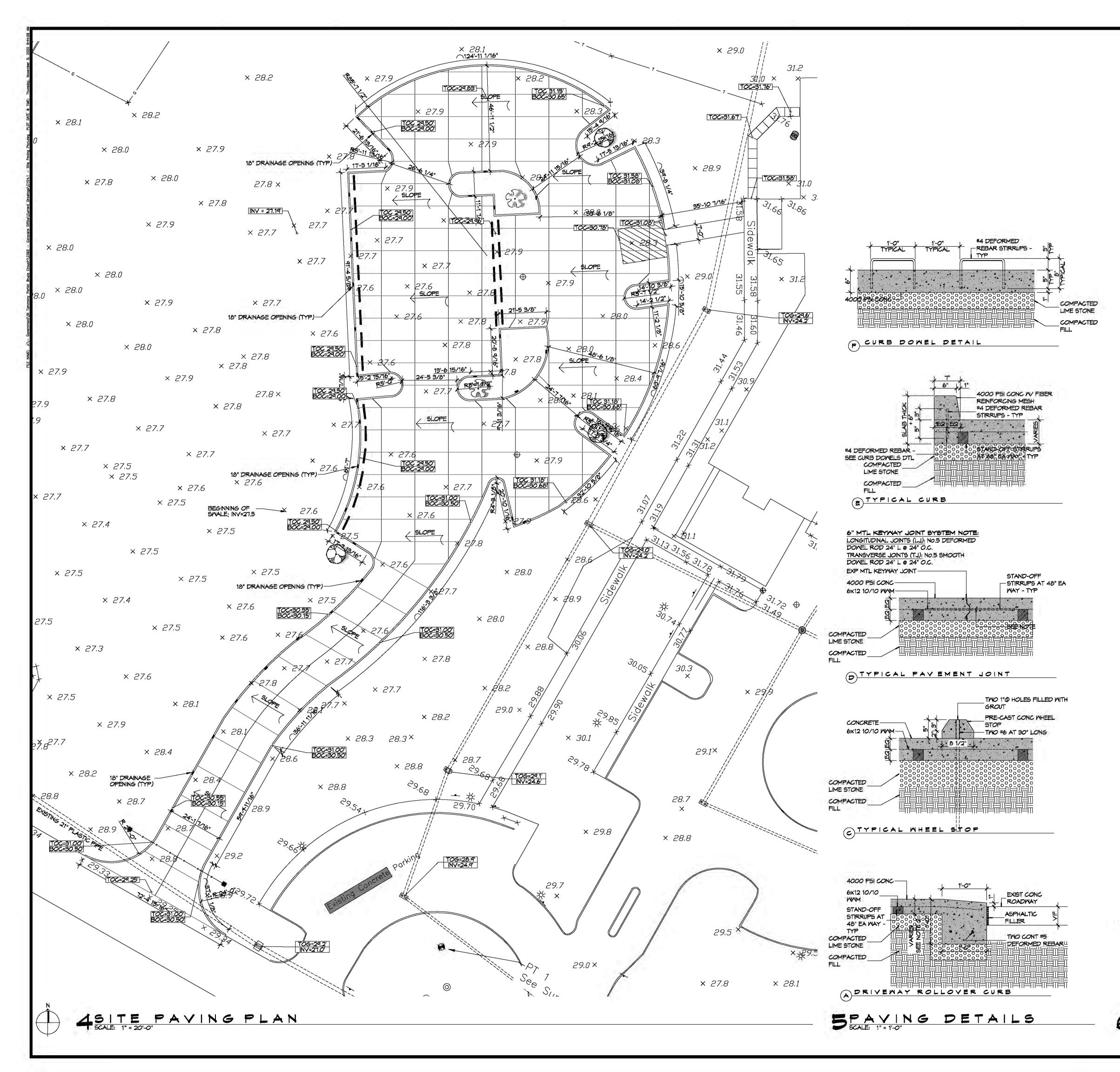


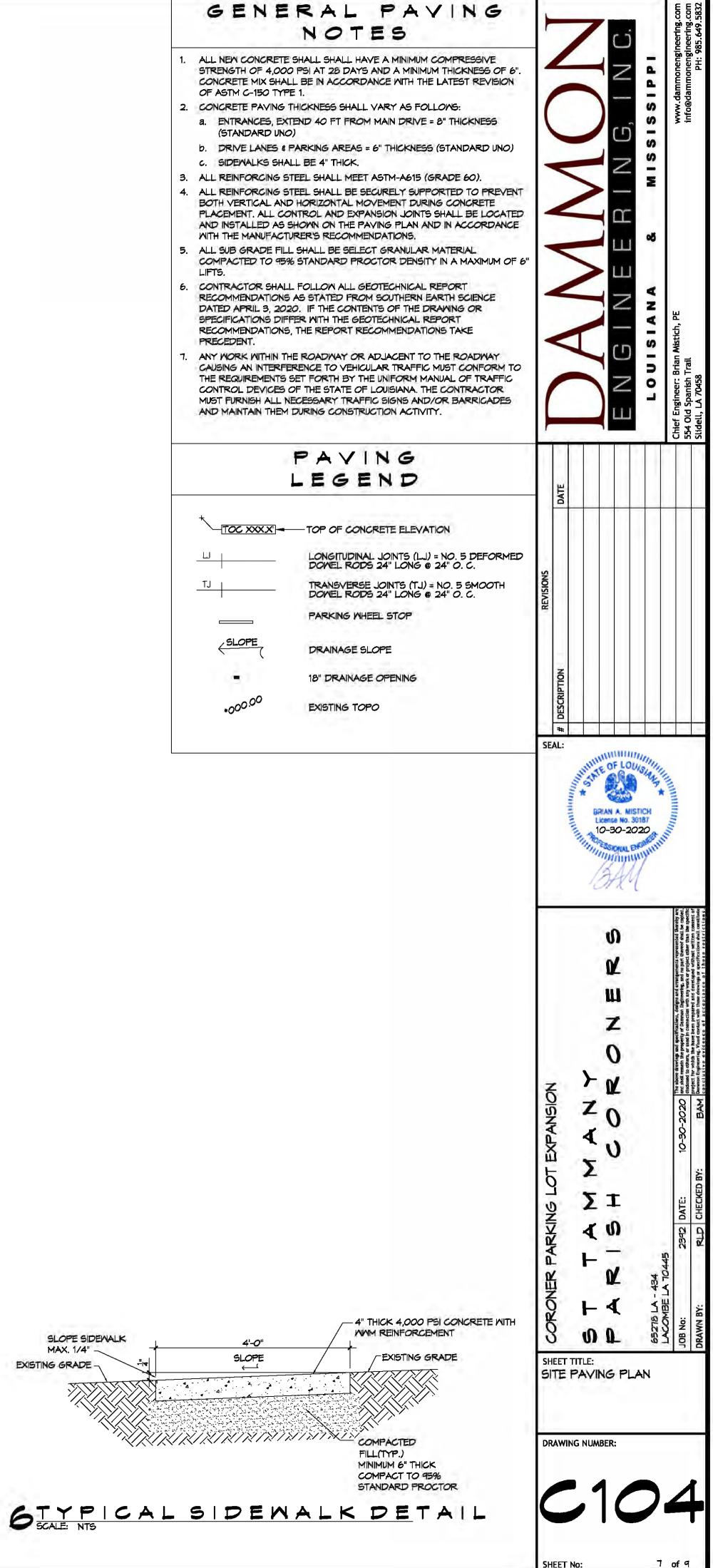


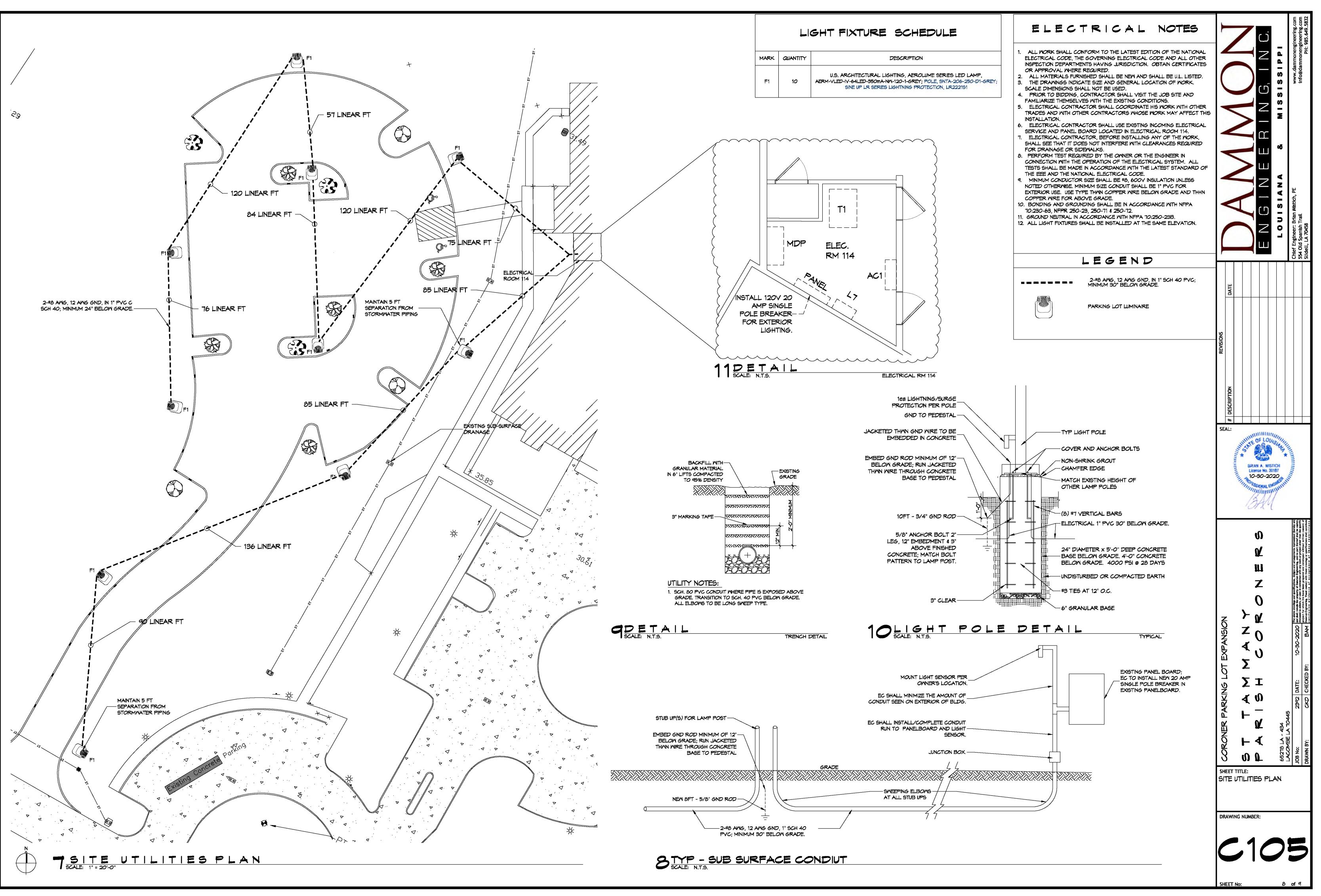


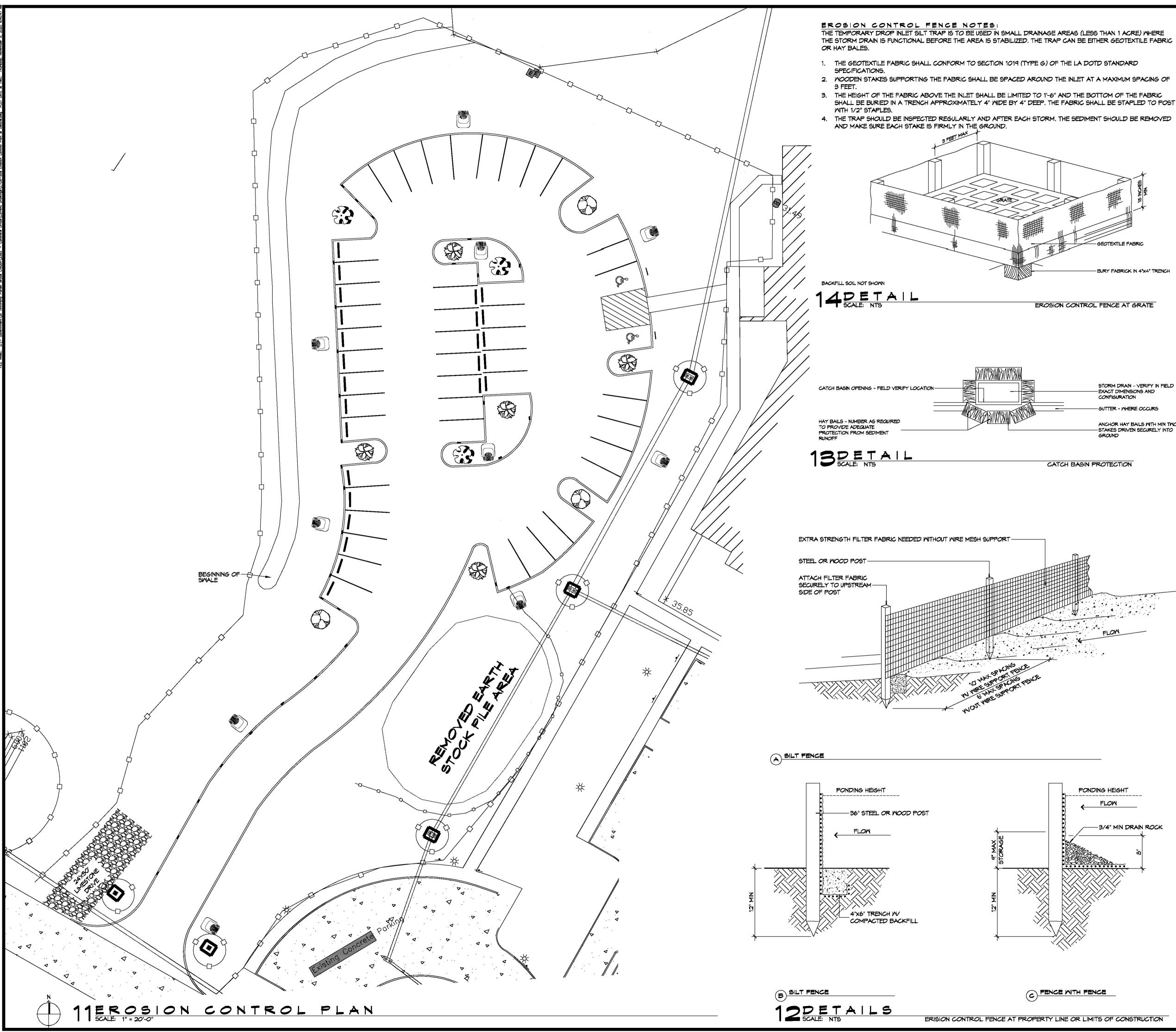












ANCHOR HAY BAILS WITH MIN TWO - STAKES DRIVEN SECURELY INTO

GENERAL EROSION CONTROL NOTES

- ALL APPLICABLE EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE IN PLACE PRIOR TO ANY GRADING OPERATION AND/OR INSTALLATION OF PROPOSED STRUCTURES OR UTILITIES.
- . SOIL EROSION AND SEDIMENT CONTROL PRACTICES ON THIS PLAN SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS OF THE AUTHORITY HAVING JURISDICTION.
- APPLICABLE EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE LEFT IN PLACE UNTIL CONSTRUCTION IS COMPLETED AND/OR THE AREA IS STABILIZED.
- 4. THE CONTRACTOR SHALL PERFORM ALL WORK, FURNISH ALL MATERIALS, AND INSTALL ALL MEASURES REQUIRED TO REASONABLY CONTROL THE SOIL EROSION RESULTING FROM CONSTRUCTION OPERATIONS AND PREVENT EXCESSIVE FLOW OF SEDIMENT FROM THE CONSTRUCTION SITE.
- ANY DISTURBED AREA THAT IS TO BE LEFT EXPOSED FOR MORE THAN THIRTY (30) DAYS AND NOT SUBJECT TO CONSTRUCTION TRAFFIC SHALL IMMEDIATELY RECEIVE A TEMPORARY SEEDING AND FERTILIZATION IN ACCORDANCE WITH THE AUTHORITY HAVING JURISDICTION'S STANDARDS. THE SITE SHALL BE AT ALL TIMES BE GRADED AND MAINTAINED SUCH
- THAT ALL STORMWATER RUNOFF IS DIVERTED TO SOIL EROSION AND SEDIMENT CONTROL FACILITIES. ALL CATCH BASIN INLETS SHALL BE PROTECTED IN ACCORDANCE WITH
- THESE PLANS. 8. EXCAVATED MATERIAL STOCKPILED ON THE SITE SHALL BE SURROUNDED BY A RING OF UNBROKEN SEDIMENT AND EROSION
- CONTROL FENCE. THE LIMITS OF ALL GRADING AND DISTURBANCE SHALL BE KEPT TO A MINIMUM WITHIN THE APPROVED AREA OF CONSTRUCTION. ALL AREAS OUTSIDE OF THE LIMIT OF CONTRACT SHALL REMAIN TOTALLY UNDISTURBED UNLESS OTHERWISE APPROVED BY OWNER'S REPRESENTATIVE.
- ANY AREA OUTSIDE THE PROJECT LIMIT THAT IS DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO COST TO THE OWNER.
- 10. THE CONTRACTOR SHALL PROVIDE DUST CONTROL FOR CONSTRUCTION OPERATIONS AS APPROVED BY OWNER.
- ANY WORK WITHIN THE ROADWAY OR ADJACENT TO THE ROADWAY CAUSING AN INTERFERENCE TO VEHICULAR TRAFFIC MUST CONFORM TO THE REQUIREMENTS SET FORTH BY THE UNIFORM MANUAL OF TRAFFIC CONTROL DEVICES OF THE STATE OF LOUISIANA. THE CONTRACTOR MUST FURNISH ALL NECESSARY TRAFFIC SIGNS AND/OR BARRICADES AND MAINTAIN THEM DURING CONSTRUCTION ACTIVITY.
- 12. ALL POINTS OF CONSTRUCTION EGRESS OR INGRESS SHALL BE MAINTAINED TO PREVENT TRACKING OR FLOWING OF SEDIMENT ON TO PUBLIC/PRIVATE ROADS.



- THE BASE OF BOTH END POSTS MUST BE AT LEAST 2'-4" ABOVE THE TOP OF THE SILT FENCE FABRIC ON THE MIDDLE POSTS FOR DITCH CHECKS TO DRAIN PROPERLY. USE A HAND LEVEL OR STRING LEVEL, IF NECESSARY, TO MARK BASE POINTS BEFORE INSTALLATION.
- 2. INSTALL POSTS 3 4 FEET APART IN CRITICAL WATER RETENTION AREAS AND 6 - 7 FEET APART ON STANDARD APPLICATIONS.
- 3. INSTALL POSTS 24" DEEP ON THE DOWNSTREAM SIDE OF THE SILT FENCE, AND AS CLOSE AS POSSIBLE TO THE FABRIC, ENABLING POSTS TO SUPPORT THE FABRIC FROM UPSTREAM WATER PRESSURE.
- 4. INSTALL POSTS WITH THE NIPPLES FACING AWAY FROM THE SILT FENCE FABRIC.
- 5. ATTACH THE FABRIC TO EACH POST WITH THREE TIES, ALL SPACED WITHIN THE TOP 8" OF THE FABRIC. ATTACH EACH TIE DIAGONALLY 45° THROUGH THE FABRIC, WITH EACH PUNCTURE AT LEAST 1" VERTICALLY APART. ADDITIONALLY, EACH TIE SHOULD BE POSITIONED TO HANG ON A POST NIPPLE WHEN TIGHTENED TO PREVENT SAGGING.
- 6. WRAP APPROXIMATELY 6" OF FABRIC AROUND THE END POSTS AND SECURE WITH 3 TIES.
- NO MORE THAN 24" OF A 36" FABRIC IS ALLOWED ABOVE GROUND LEVEL.
- THE INSTALLATION SHOULD BE CHECKED AND CORRECTED FOR ANY DEVIATIONS BEFORE COMPACTION. USE A FLAT-BLADED SHOVEL TO TUCK FABRIC DEEPER INTO THE SILT IF NECESSARY
- COMPACTING IS VITALLY IMPORTANT FOR EFFECTIVE RESULTS. COMPACT THE SOIL IMMEDIATELY NEXT TO THE SILT FENCE FABRIC WITH THE FRONT WHEEL OF THE TRACTOR, SKID STEER, OR ROLLER EXERTING AT LEAST 60 PSI OF PRESSURE. COMPACT THE UPSTREAM SIDE FIRST, AND THEN EACH SIDE TWICE FOR A TOTAL OF FOUR TRIPS.
- 10. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.
- INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY. NINE INCH MAXIMUM RECOMMENDED STORAGE HEIGHT.
- 12. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL OT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.





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