



ST. TAMMANY PARISH

MICHAEL B. COOPER
PARISH PRESIDENT

NOTICE TO BIDDERS

ST. TAMMANY PARISH

Sealed bids will be received by the Department of Procurement, until **2:00 p.m., Wednesday, March 23, 2022**, and then opened and read publicly at that time by the Procurement Staff for the following project:

Bid # 22-7-2 – Lower W-15 Area Drainage Improvements PH2- Widening

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

The project classification is:

Highway, Street, and Bridge Construction

This bid package is available online at:

- St. Tammany Parish Government Website: <http://www.stpgov.org/>
- Bid Express: <http://www.bidexpress.com>
- LaPAC – Louisiana Procurement and Contract Network:
<https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=185>

NOTE: LaPAC is the State's online electronic solicitation notification system on the Office of State Procurement website. LaPAC provides an immediate e-mail notification to subscribing vendors of a STPGOV solicitation and any addenda posted. To receive the e-mail notification, vendors must register in the LaGov portal. Registration is intuitive at the following link:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg

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

A Mandatory Pre-Bid Meeting will be held at 21454 Koop Drive, Mandeville, LA 70471, Building A, Council Chambers on Tuesday, March 8, 2022 at 2:00 PM.

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

Procurement Department

BID PROPOSAL

ST. TAMMANY PARISH
GOVERNMENT



BID PACKAGE FOR

LOWER W-15 AREA DRAINAGE IMPROVEMENTS PH2 - WIDENING

PROJECT NO.: EN19000236

BID NO.: 22-7-2

January 24, 2022

Section 01

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Section 02

Instructions to Bidders

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

1. Bid security is required. Be sure that your bid includes such security as is necessary to meet Parish requirements and is properly signed. The bid must be fully completed. All applicable Louisiana license numbers must be affixed.
2. The Owner is the St. Tammany Parish Government (the “Parish”).
3. The terms “he/his” and “it/its” may be used interchangeably.
4. The terms “Owner,” the “Parish,” and “St. Tammany Parish” may be used interchangeably.
5. The successful Bidder understands the limited contract time in the contract is **365 days** and shall submit any request for an extension of time in accordance with the General and Supplementary Conditions. Said request will reflect the days requested and the reason for same. No extension request is guaranteed or absolute.
6. Bidder specifically understands that acknowledgment of the General Conditions is required. Bidder specifically understands that signature of receipt of the General Conditions is mandated. **The Bidder’s signature on the “Louisiana Uniform Public Work Bid Form” will serve as an acknowledgment of the Bidder’s receipt and understanding of the General Conditions as well as any Supplementary Conditions.**
7. ***If any additional work is performed by the contractor without written approval by owner, the cost of the work will be borne by the contractor and will not be reimbursed by the Parish.***
8. **Only** the Louisiana Uniform Public Bid Form, the Unit Price Form (if necessary), the bid security, and written evidence of authority of person signing the bid shall be submitted on or before the bid opening time and date provided for in the Bid Documents. Necessary copies of the Louisiana Uniform Public Work Forms and Unit Price Forms (if necessary) will be furnished for Bidding. Bound sets of the Contract Documents are for Bidder’s information and should not be used in submitting Bids.
9. All other documents and information required are to be submitted by the low Bidder within ten (10) days after the opening of the bids and at the same time of day and location as given for the opening of the bids in the Bid Documents.
10. Each Bid must be submitted in a sealed envelope unless submitted electronically. The outside of the envelope shall show the name and address of the Bidder, the State Contractor’s License Number of the Bidder (if work requires contractor’s license), and the Project name and the Bid number. In the case of an electronic bid proposal, a contractor may submit an authentic digital signature on the electronic bid proposal accompanied by the contractor's license number, Project name, and the Bid number.
11. The price quoted for the Work shall be stated in words and figures on the Bid Form, and in figures only on the Unit Price Form. The price in the Bid shall include all costs necessary for the complete performance of the Work in full conformity with the conditions of the Contract Documents and shall include all applicable Federal, State, Parish, Municipal or other taxes. The price bid for the items listed on the Unit Price Form will include the cost of all related items not listed, but which are normally required to do the type of Work bid.

12. The Bid shall be signed by the Bidder. The information required on the Louisiana Uniform Public Work Bid Form must be provided. Evidence of agency, corporate, or partnership authority is required and shall be provided in conformance with LSA-R.S. 38:2212(B).
13. Only a Contractor licensed by the State to do the type of Work as indicated on the Notice to Bidders can submit a Bid. The Bidder's signature on the Bid Form certifies that he holds an active license under the provisions of Chapter 24 of Louisiana Revised Statutes Title 37. Failure to be properly licensed constitutes authority for the Owner to reject the Bid.
14. Bidders shall not attach any conditions or provisions to the Bid. Any conditions or provisions so attached may, at the sole option of the Owner, cause rejection of the Bid.
15. A Bid Guarantee of five percent (5%) of the amount of the total Bid, including Alternates, must accompany the Proposal and, at the option of the Bidder, may be a cashier's check, certified check, or a satisfactory Bid Bond. The Bid Guarantee must be attached to the Louisiana Uniform Public Work Bid Form. No Bid will be considered unless it is so guaranteed. Cashier's check or a 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 anyone 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 ensure 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 only Online. See Notice to Bidders for availability via electronic methods.
30. The successful Bidder shall be required to post in each direction a public information sign, 4' x 4' in size, at the location of the project containing information required by the Owner. The Owner shall supply this information.
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 and qualifications of the Bidder to do the Work in accordance with the Contract Documents to the satisfaction of the Owner within the time prescribed as established by the Department based upon the amount of work to be performed and the conditions of same. The written contract and bond shall be issued in conformance with LSA-R.S. 38:2216. If the Contract is awarded, the Owner shall give the successful Bidder written notice of the award within forty-five (45) calendar days after the opening of the Bids in conformance with LSA-R.S. 38:2215(A), or any extension as authorized thereunder.
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 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.
41. The performance Bond and Labor and Material Bond forming part of this Contract shall be continued by Contractor and its Surety for a period of one (1) year from date of acceptance of the Work/Project by Owner to assure prompt removal and replacement of all defective material, equipment, components thereof, workmanship, etc., and to assure payment of any damage to property of Owner or others as a result of such defective materials, equipment, workmanship, etc.
42. Contractor, upon receipt of the executed contract, bond, purchase order, and Notice to Proceed shall record the contract and bond with the Clerk of Court, obtain a Certificate of Recordation from the Clerk of Court, and forward this Certificate immediately to the Department of Procurement. The Department will process no invoices until receipt of the Certificate of Recordation.
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. Payment of Premiums: The insurance companies issuing the policy or policies shall have no recourse against the Parish of St. Tammany for payment of any premiums or for assessments under any form of policy.
46. Deductibles: Any and all deductibles in the described insurance policies shall be assumed by and be at the sole risk of the Contractor.
47. Authorization of Insurance Company(ies) and Rating: All insurance companies must be authorized to do business in the State of Louisiana and shall have an A.M. Best rating of no less than A-, Category VII.

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.

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

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

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

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

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

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

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

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

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 the protest is timely; and

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

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

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

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

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

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

54. The last day to submit questions and/or verification on comparable products will be no later than 2:00 pm CST, seven (7) working days prior to the opening date of the bid/proposal due date. Further, any questions or inquires must be submitted via fax to 985-898-5227, or via email to Purchasing@stpgov.org. Any questions or inquiries received after the required deadline to submit questions or inquiries will not be answered.
55. St. Tammany Parish Government contracts to be awarded are dependent on the available funding and/or approval by members designated and/or acknowledged by St. Tammany Parish Government. At any time, St. Tammany Parish Government reserves the right to cancel the award of a contract if either or both of these factors is deficient.
56. Any action by the Parish to disqualify any Bidder on the grounds that they are not a responsible Bidder shall be conducted in accordance with LSA-R.S. 38:2212(X).
57. If any part of the provisions contained herein and/or in the Specifications and Contract for the Work shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement or attachment, but it shall be construed as if such invalid, illegal, or unenforceable provision or part of a provision had never been contained herein.

Section 03

Summary of Work

I. Work to Include:

The Contractor must provide all labor, equipment, tools, and materials necessary to complete work as specified with the widening of 7,400 LF of the W-15 Canal from the upper portion of French Branch Estates to the confluence at Doubloon Bayou.

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

FEMA financial assistance will be used to fund all or a portion of the contracted services. The Contractor will be required to comply with all applicable federal law, regulations, FEMA policies, procedures, and STPGOV directives.

The time period for completion of the project is 365 calendar days from Notice to Proceed issued by the Parish.

II. Location of Work:

The work shall be accomplished in the following location in Slidell, LA.:

W-15 Canal (French Branch) in Slidell starting approximately 3,776 LF upstream of Military Road and progressing downstream, past Old River Road to the confluence of Doubloon Bayou. Approximate coordinates for the upstream section of the project are 30° 16'45.91"N and 89° 43'31.55"W. Approximate end of project coordinates are 30° 15'48.95"N and 89° 43'06.97"W.

III. Documents: Bid Documents dated January 24, 2022, and entitled:

Lower W-15 Area Drainage Improvements PH2 - Widening

BID # 22-7-2

IV. OTHER REQUIREMENTS (as applicable)

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

Section 04

LOUISIANA UNIFORM PUBLIC WORK BID FORM

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

(Owner to provide name and address of owner)

BID FOR: Lower W-15 Area Drainage
Improvements PH2 Widening
BID No.: 22-7-2

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

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: St. Tammany Parish Government and dated: January 24, 2022 .
(Owner to provide name of entity preparing bidding documents.)

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

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

_____ Dollars (\$ _____)

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

Alternate No. 1 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:
N/A _____ Dollars (\$ _____)

Alternate No. 2 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:
N/A _____ Dollars (\$ _____)

Alternate No. 3 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:
N/A _____ Dollars (\$ _____)

NAME OF BIDDER: _____
ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR’S LICENSE NUMBER: _____
NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____
TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____
DATE: _____

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

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

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

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

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

TO:

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

BID FOR:

LOWER W-15 AREA DRAINAGE
IMPROVEMENTS PH2 - WIDENING
BID # 22-7-2
(OWNER TO PROVIDE PROJECT NAME & OTHER IDENTIFYING INFO)

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

| | | | | | | |
|--------------|----------|--|----|--------------------------------|---|--|
| Description: | | <input checked="" type="checkbox"/> BASE BID | OR | <input type="checkbox"/> ALT # | CLEARING AND GRUBBING (INCLUSIVE OF CHANNEL CLEARING) | |
| REF NO.: | QUANTITY | UNIT OF MEASURE | | UNIT PRICE | UNIT PRICE EXTENSION (Quantity times unit price) | |
| 201-01-00100 | 17 | ACRE | | | | |
| Description: | | <input checked="" type="checkbox"/> BASE BID | OR | <input type="checkbox"/> ALT # | REMOVAL OF STRUCTURES AND OBSTRUCTIONS | |
| REF NO.: | QUANTITY | UNIT OF MEASURE | | UNIT PRICE | UNIT PRICE EXTENSION (Quantity times unit price) | |
| 202-01-00100 | 1 | LS | | | | |
| Description: | | <input checked="" type="checkbox"/> BASE BID | OR | <input type="checkbox"/> ALT # | GENERAL EXCAVATION/DREDGING (HAULED OFFSITE FOR DISPOSAL) | |
| REF NO.: | QUANTITY | UNIT OF MEASURE | | UNIT PRICE | UNIT PRICE EXTENSION (Quantity times unit price) | |
| 203-01-00100 | 48,334 | CY | | | | |
| Description: | | <input checked="" type="checkbox"/> BASE BID | OR | <input type="checkbox"/> ALT # | TEMPORARY SILT FENCING | |
| REF NO.: | QUANTITY | UNIT OF MEASURE | | UNIT PRICE | UNIT PRICE EXTENSION (Quantity times unit price) | |
| 204-06-00100 | 15,862 | LF | | | | |

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

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

| | | | | | | | |
|------------------------------|----------|--|----|--------------------------------|--|---|--|
| Description: | | <input checked="" type="checkbox"/> BASE BID | OR | <input type="checkbox"/> ALT # | TEMPORARY CONSTRUCTION ENTRANCES | | |
| REF NO.: | QUANTITY | UNIT OF MEASURE | | UNIT PRICE | | UNIT PRICE EXTENSION (Quantity times unit price) | |
| 204-07-00100 | 8 | EA | | | | | |
| Description: | | <input checked="" type="checkbox"/> BASE BID | OR | <input type="checkbox"/> ALT # | TEMPORARY CONSTRUCTION FENCING | | |
| REF NO.: | QUANTITY | UNIT OF MEASURE | | UNIT PRICE | | UNIT PRICE EXTENSION (Quantity times unit price) | |
| 204-09-00100 | 9,500 | LF | | | | | |
| Description: | | <input checked="" type="checkbox"/> BASE BID | OR | <input type="checkbox"/> ALT # | RIPRAP (10 LB) FOR CHANNEL PROTECTION | | |
| REF NO.: | QUANTITY | UNIT OF MEASURE | | UNIT PRICE | | UNIT PRICE EXTENSION (Quantity times unit price) | |
| 711-01-02020 | 137 | SY | | | | | |
| Description: | | <input checked="" type="checkbox"/> BASE BID | OR | <input type="checkbox"/> ALT # | RIPRAP (30 LB) FOR CHANNEL PROTECTION | | |
| REF NO.: | QUANTITY | UNIT OF MEASURE | | UNIT PRICE | | UNIT PRICE EXTENSION (Quantity times unit price) | |
| 711-01-03000 | 59 | SY | | | | | |
| Description: | | <input checked="" type="checkbox"/> BASE BID | OR | <input type="checkbox"/> ALT # | GEOTEXTILE FABRIC FOR CHANNEL PROTECTION | | |
| REF NO.: | QUANTITY | UNIT OF MEASURE | | UNIT PRICE | | UNIT PRICE EXTENSION (Quantity times unit price) | |
| 711-04-00100 | 250 | SY | | | | | |
| Description: | | <input checked="" type="checkbox"/> BASE BID | OR | <input type="checkbox"/> ALT # | SLAB SODDING (CENTIPEDE) | | |
| REF NO.: | QUANTITY | UNIT OF MEASURE | | UNIT PRICE | | UNIT PRICE EXTENSION (Quantity times unit price) | |
| Version 2017 Q2 714-01-00700 | 1,000 | SY | | | | | |

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

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

| | | | | | | |
|--------------------------|----------|--|----|--------------------------------|--|--|
| Description: | | <input checked="" type="checkbox"/> BASE BID | OR | <input type="checkbox"/> ALT # | MULCH ACCESS ROAD (4" DEPTH) | |
| REF NO.: | QUANTITY | UNIT OF MEASURE | | UNIT PRICE | UNIT PRICE EXTENSION (Quantity times unit price) | |
| 716-01-00100 | 4,139 | SY | | | | |
| Description: | | <input checked="" type="checkbox"/> BASE BID | OR | <input type="checkbox"/> ALT # | EROSION CONTROL MATTING | |
| REF NO.: | QUANTITY | UNIT OF MEASURE | | UNIT PRICE | UNIT PRICE EXTENSION (Quantity times unit price) | |
| 720-01-01000 | 28,900 | SY | | | | |
| Description: | | <input checked="" type="checkbox"/> BASE BID | OR | <input type="checkbox"/> ALT # | STORM DRAIN PIPE FOR CONSTRUCTION ENTRANCES (18" RCP/PP) | |
| REF NO.: | QUANTITY | UNIT OF MEASURE | | UNIT PRICE | UNIT PRICE EXTENSION (Quantity times unit price) | |
| 701-03-01020 | 192 | LF | | | | |
| Description: | | <input checked="" type="checkbox"/> BASE BID | OR | <input type="checkbox"/> ALT # | MOBILIZAION | |
| REF NO.: | QUANTITY | UNIT OF MEASURE | | UNIT PRICE | UNIT PRICE EXTENSION (Quantity times unit price) | |
| 727-01-00100 | 1 | LS | | | | |
| Description: | | <input checked="" type="checkbox"/> BASE BID | OR | <input type="checkbox"/> ALT # | CONSTRUCTION SURVEYS AND LAYOUT | |
| REF NO.: | QUANTITY | UNIT OF MEASURE | | UNIT PRICE | UNIT PRICE EXTENSION (Quantity times unit price) | |
| 013223-1 | 1 | LS | | | | |
| Description: | | <input checked="" type="checkbox"/> BASE BID | OR | <input type="checkbox"/> ALT # | TEMPORARY TRAFFIC CONTROL | |
| REF NO.: | QUANTITY | UNIT OF MEASURE | | UNIT PRICE | UNIT PRICE EXTENSION (Quantity times unit price) | |
| Version 2017 Q2 015526-1 | 1 | LS | | | | |

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

Section 05

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

STATE OF _____

PARISH/COUNTY OF _____

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

Print Name

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

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

of the crimes or equivalent federal crimes listed in LSA-R.S. 38:2227(B).

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

Printed Name: _____
Title: _____
Entity name: _____

THUS SWORN TO AND SUBSCRIBED BEFORE ME,
THIS_____, **DAY OF** _____, **202**__.

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

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

STATE OF _____
PARISH/COUNTY OF _____

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

Print Name

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

- 1. That affiant is appearing on behalf of _____,
a private employer seeking a bid or a contract with St. Tammany Parish
Government for the physical performance of services within the State of
Louisiana.

- 2. That affiant is registered and participates in a status verification system to
verify that all employees in the state of Louisiana are legal citizens of the
United States or are legal aliens; and

- 3. That affiant shall continue, during the term of the contract, to utilize a status
verification system to verify the legal status of all new employees in the
state of Louisiana.

- 4. That affiant shall require all subcontractors to submit to the affiant a sworn
affidavit verifying compliance with this law.

Printed Name: _____
Title: _____
Name of Entity: _____

**THUS SWORN TO AND SUBSCRIBED BEFORE ME,
THIS** _____, **DAY OF** _____, **202**__.

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



Section 06

INSURANCE REQUIREMENTS*

Construction Project: Lower W-15 Area Drainage Improvements PH2-Widening

Bid#: 22-7-2

*****IMPORTANT – PLEASE READ*****

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

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

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

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

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



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



2. **Business Automobile Liability*** insurance with a Combined Single Limit of \$1,000,000 per Occurrence for bodily injury and property damage, and shall include coverage for the following:
- a) Any auto;
- or**
- b) Owned autos; **and**
 - c) Hired autos; **and**
 - d) Non-owned autos.



3. **Workers' Compensation/Employers Liability insurance*** - Workers' Compensation coverage as required by State law. Employers' liability limits shall be a minimum of \$1,000,000 each accident, \$1,000,000 each disease, \$1,000,000 disease policy aggregate. When water activities are expected to be performed in connection with this project, coverage under the USL&H Act, Jones Act and/or Maritime Employers Liability (MEL) must be included. **Coverage for owners, officers and/or partners in any way engaged in the Project shall be included in the policy.** The names of any excluded individual must be shown in the Description of Operations/Comments section of the Certificate.



4. **Pollution Liability and Environmental Liability*** insurance in the minimum amount of \$1,000,000 per occurrence / \$2,000,000 aggregate including full contractual liability and third party claims for bodily injury and/or property damage, for all such hazardous waste, pollutants and/or environmental exposures that may be affected by this project stemming from pollution/environmental incidents as a result of Contractor's operations.

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

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

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



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

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

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

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



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

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



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



8. **Builder's Risk Insurance** written on an "all-risk" policy form shall be furnished by Contractor for 100% of the contract cost. Any contract modifications increasing the contract cost will require an increase in the limit of the Builder's Risk policy. Deductibles should not exceed \$5,000 and Contractor shall be responsible for all policy deductibles. This insurance shall cover materials at the site, stored off the site, and in transit. The Builder's Risk Insurance shall include the interests of the Owner, Contractor and Subcontractors and shall terminate only when the Project is accepted in writing. **St. Tammany Parish Government, ATTN: Risk Management Department, P. O. Box 628, Covington, LA 70434 shall be the first named insured on the policy.**



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

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

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

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

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

Any inquiry regarding these insurance requirements should be addressed to:

**St. Tammany Parish Government
Office of Risk Management
P O Box 628
Covington, LA 70434
Telephone: 985-898-2797
Fax: 985-898-3070
Email: riskman@stpgov.org**

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:

Print Name: _____

Print Name: _____

(Name of Contractor)

BY: _____
(Signature of Authorized Officer)

Print Name: : _____

Title: _____

STATE OF _____

PARISH/COUNTY OF _____

SWORN TO and subscribed before me, Notary, on this ____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

Please complete the following:

Claims contact for this project will be:

(Print name and title of Contact Person)

Address

Email address

Telephone#

Cell #

Fax #

Lower W-15 Area Drainage Improvements PH2- Widening

Section 07

Project Signs

1. General

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


2. Materials

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

3. Execution

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

Blank Template of Parish Project Sign:



MICHAEL B. COOPER
Parish President

Councilmember Name
Council District X

\$XXX,XXX.XX

Project Name
Description of
Project Work

Short Description of Project stated here
(if deemed applicable by the Parish)

Total Dollar \$
amount specified here

Name of Street, Bridge,
Subdivision, etc. stated here

Example of a Completed Parish Project Sign:

PROGRESS



MICHAEL B. COOPER
Parish President

RYKERT O. TOLEDANO, JR
Council District 5

\$514,444.40

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

Section 08

General Conditions for St. Tammany Parish Government

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

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

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01.00 DEFINITIONS OF TERMS

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

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

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

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

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

02.00 PROPOSAL

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

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

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

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

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

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

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

03.00 AWARD, EXECUTION OF DOCUMENTS, BONDS, ETC.

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

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

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

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

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

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

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

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

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

04.00 SUBCONTRACTS

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

05.00 ASSIGNMENT

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

06.00 CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS.

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

07.00 SHOP DRAWINGS, BROCHURES AND SAMPLES

- 07.01 After checking and verifying all field measurements, Contractor shall submit to Owner for approval, five copies (or at Owner's option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of Contractor and identified as Owner may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable Owner to review the information as required.
- 07.02 Contractor shall also submit to Owner, for review with such promptness as to cause no delay in Work, all samples as required by the Contract Documents. All samples will have been checked by and stamped with the approval of Contractor identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended. At the time of each submission, Contractor shall in writing call Owner's attention to any deviations that the Shop Drawings or samples may have from the requirements of the Contract Documents.
- 07.03 Owner will review with reasonable promptness Shop Drawings and samples, but its review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make any corrections required by Owner and shall return the required number of

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

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

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

08.00 RECORD DRAWINGS

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

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

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

09.00 PROGRESS OF WORK

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

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

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

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

- 09.05 Failure of the Contractor to submit an estimated progress schedule or to complete timely and on schedule the Work shown on the progress schedule negates any and all causes or claims by the Contractor for accelerated completion damages. These accelerated damage claims shall be deemed forfeited.
- 09.06 Meetings will be held as often as necessary to expedite the progress of the job. Meetings will be held during normal working hours at the jobsite and shall be mandatory for the Contractor and all Sub-Contractors working on the project. Meetings may be requested by the Owner at any time and at the discretion of the Owner.

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

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

11.00 TIME OF COMPLETION

- 11.01 The Notice to Proceed will stipulate the date on which the Contractor shall begin work. That date shall be the beginning of the Contract Time charges.
- 11.02 Contractor shall notify the Owner through its duly authorized representative, in advance, of where Contractor's work shall commence each day. A daily log shall be maintained by Contractor to establish dates, times, persons contacted, and location of work. Specific notice shall be made to the Owner if the Contractor plans to work on Saturday, Sunday, or

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

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

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

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

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

- 11.07 Extensions of time for change orders

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

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

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

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

12.00 LIQUIDATED DAMAGES

- 12.01 In case the Work is not completed in every respect within the time that may be extended, it is understood and agreed that per diem deductions of the sum of \$500.00 for liquidated damages, as stipulated in the Proposal and/or Contract, shall be made from the total Contract Price for each and every calendar day after and exclusive of the day on which completion was required, and up to the completion of the Work and acceptance thereof by the Owner. It is understood and agreed that time is of the essence to this Contract, and the above sum being specifically herein agreed upon in advance as the measure of damages to the Owner on account of such delay in the completion of the Work. It is further agreed that the expiration of the term herein assigned or as may be extended for performing the Work shall, *ipso facto*, constitute a putting in default, the Contractor hereby waiving any and all notice of default. The Contractor agrees and consents that the Contract Price, reduced by the aggregate of the entire damages so deducted, shall be accepted in full satisfaction of all Work executed under this Contract. It is further understood and agreed that Contractor shall be liable for a reasonable attorney fee and all costs associated with any breach of this agreement, including but not limited to this subsection. In the event that any dispute or breach herein causes referrals to counsel, then Contractor agrees to pay a reasonable attorney fee at the prevailing hourly rate of the private sector. In no event shall the hourly rate be less than \$175.00 per hour.

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

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

- 13.05 Materials shall be properly and securely stored so as to ensure the preservation of quality and fitness for the Work, and in a manner that leaves the material accessible to inspection. Materials or equipment may not be stored on the site in a manner such that it will interfere with the continued operation of streets and driveways or other contractors working on the site.
- 13.06 The Contractor, by entering into the Contract for this Work, sets itself forth as an expert in the field of construction and it shall supervise and direct the Work efficiently and with its best skill and attention. It shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.
- 13.07 Contractor shall keep on the Work, at all times during its progress, a competent resident Superintendent, who shall not be replaced without written Notice to Owner except under extraordinary circumstances. The Superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the Superintendent shall be as binding as if given to the Contractor. Owner specifically reserves the right to approve and/or disapprove the retention of a new superintendent, all to not be unreasonably withheld.
- 13.08 Any foreman or workman employed on this Project who disregards orders or instructions, does not perform his Work in a proper and skillful manner, or is otherwise objectionable, shall, at the written request of the Owner, be removed from the Work and shall be replaced by a suitable foreman or workman.
- 13.09 The Contractor and/or its assigned representative shall personally ensure that all subcontracts and divisions of the Work are executed in a proper and workmanlike manner, on scheduled time, and with due and proper cooperation.
- 13.10 Failure of the Contractor to keep the necessary qualified personnel on the Work shall be considered cause for termination of the Contract by the Owner.
- 13.11 Only equipment in good working order and suitable for the type of Work involved shall be brought onto the job and used by the Contractor. The Contractor is solely responsible for the proper maintenance and use of its equipment and shall hold the Owner harmless from any damages or suits for damages arising out of the improper selection or use of equipment. No piece of equipment necessary for the completion of the Work shall be removed from the job site without approval of the Owner.
- 13.12 All Federal, State and local taxes due or payable during the time of Contract on materials, equipment, labor or transportation, in connection with this Work, must be included in the amount bid by the Contractor and shall be paid to proper authorities before acceptance. The Contractor shall furnish all necessary permits and certificates and comply with all laws and ordinances applicable to the locality of the Work. The cost of all inspection fees levied by any governmental entity whatsoever shall be paid for by the Contractor.
- 13.13 In accordance with St. Tammany Police Jury Resolution 86-2672, as amended, the Contractor must provide in a form suitable to the Owner an affidavit stating that all applicable sales taxes for materials used on this project have been paid.
- 13.14 During the period that this Contract is in force, neither party to the Contract shall solicit for employment or employ an employee of the other.
- 13.15 All materials or equipment shown on the Drawings or included in these specifications shall be furnished unless written approval of a substitute is obtained from the Designer, or Owner if no separate designer.
- 13.16 If a potential supplier wishes to submit for prior approval a particular product other than a product specified in the contract documents, he shall do so no later than 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 unit price). Should it become necessary, for the best interest of the Owner, to make changes in excess of that herein specified, the same shall be covered by supplemental agreement either before or after the commencement of the Work and without notice to the sureties. If such alterations diminish the quantity of Work to be done, such shall not constitute a claim for damages for anticipated profits for the Work dispensed with, but when the reduction in amount is a material part of the Work contemplated, the Contractor shall be entitled to only reasonable compensation as determined by the Owner for overhead and equipment charges which it may have incurred in expectation of the quantity of Work originally estimated, unless specifically otherwise provided herein; if the alterations increase the amount of Work, the increase shall be paid according to the quantity of Work actually done and at the price established for such Work under this Contract except where, in the opinion of the Owner, the Contractor is clearly entitled to extra compensation.

14.03 Without invalidating the Contract, the Owner may order Extra Work or make changes by altering, adding to, or deducting from the Work, the Contract sum being adjusted accordingly. The consent of the surety must first be obtained when necessary or desirable, all at the exclusive discretion of the Owner. All the Work of the kind bid upon shall be paid for at the price stipulated in the Proposal, and no claims for any Extra Work or material shall be allowed unless the Work is ordered in writing by the Owner.

14.04 Extra Work for which there is no price or quantity included in the Contract shall be paid for at a unit price or lump sum to be agreed upon in advance in writing by the Owner and Contractor. Where such price and sum cannot be agreed upon by both parties, or where this method of payment is impracticable, the Owner may, at its exclusive and unilateral discretion, order the Contractor to do such Work on a Force Account Basis.

14.05 In computing the price of Extra Work on a Force Account Basis, the Contractor shall be paid for all foremen and labor actually engaged on the specific Work at the current local rate of wage for each and every hour that said foremen and labor are engaged in such Work, plus ten percent (10%) of the total for superintendence, use of tools, overhead, direct & indirect costs/expenses, pro-rata applicable payroll taxes, pro-rata applicable workman compensation benefits, pro-rata insurance premiums and pro-rata reasonable profit. The Contractor shall furnish satisfactory evidence of the rate or rates of such insurance and tax. The Contractor will not be able to collect any contribution to any retirement plans or programs.

14.06 For all material used, the Contractor shall receive the actual cost of such material delivered at the site of the Work, as shown by original receipted bill, to which shall be added five percent (5%). There will be absolutely no additional surcharges or additional fees attached hereto with respect to this subsection.

14.07 For any equipment used that is owned by the Contractor, the Contractor shall be allowed a rental based upon the latest prevailing rental price, but not to exceed a rental price as determined by the Associated Equipment Distributors (A.E.D. Green Book).

- 14.08 The Contractor shall also be paid the actual costs of transportation for any equipment which it owns and which it has to transport to the Project for the Extra Work. There will be absolutely no additional surcharges or additional fees attached hereto with respect to this subsection.
- 14.09 If the Contractor is required to rent equipment for Extra Work, but not required for Contract items, it will be paid the actual cost of rental and transportation of such equipment to which no percent shall be added. The basis upon which rental cost are to be charged shall be agreed upon in writing before the Work is started. Actual rental and transportation costs shall be obtained from receipted invoices and freight bills.
- 14.10 No compensation for expenses, fees or costs incurred in executing Extra Work, other than herein specifically mentioned herein above, will be allowed.
- 14.11 A record of Extra Work on Force Account basis shall be submitted to the Owner on the day following the execution of the Work, and no less than three copies of such record shall be made on suitable forms and signed by both the Owner or his representative on the Project and the Contractor. All bids for materials used on extra Work shall be submitted to the Owner by the Contractor upon certified statements to which will be attached original bills covering the costs of such materials.
- 14.12 Payment for Extra Work of any kind will not be allowed unless the same has been ordered in writing by the Owner.
- 15.00 STATUS OF THE ENGINEER (NOT APPLICABLE)
- 16.00 INJURIES TO PERSONS AND PROPERTY
- 16.01 The Contractor shall be held solely and exclusively responsible for all injuries to persons and for all damages to the property of the Owner or others caused by or resulting from the negligence of itself, its employees or its agents, during the progress of or in connection with the Work, whether within the limits of the Work or elsewhere under the Contract proper or as Extra Work. This requirement will apply continuously and not be limited to normal working hours or days. The Owner's construction review is for the purpose of checking the Work product produced and does not include review of the methods employed by the Contractor or to the Contractor's compliance with safety measures of any nature whatsoever. The Contractor agrees to pay a reasonable attorney fee and other reasonable attendant costs of the Owner in the event it becomes necessary for the Owner to employ an attorney to enforce this section or to protect itself against suit over the Contractor's responsibilities. Attorney fees shall be at the prevailing hourly rate of the private sector. The attorney fee hourly rate shall not be less than \$175.00 per hour. All attorney fees collected shall be paid to the operating budget of the Office of the Parish President.
- 16.02 The Contractor must protect and support all utility infrastructures or other properties which are liable to be damaged during the execution of its Work. It shall take all reasonable and proper precautions to protect persons, animals and vehicles or the public from the injury, and wherever necessary, shall erect and maintain a fence or railing around any excavation, and place a sufficient number of lights about the Work and keep same burning from twilight until sunrise, and shall employ one or more watchmen as an additional security whenever needed. The Contractor understands and agrees that the Owner may request that security be placed on the premises to ensure and secure same. The Owner shall have exclusive authority to request placement of such security. Contractor agrees to retain and place security as requested, all at the sole expense of Contractor. Additional security shall not be considered a change order or reason for additional payment by the Owner. The Contractor must, as far as practicable and consistent with good construction, permit access to private and public property and leave fire hydrants, catch basins, streets, etc., free from encumbrances. The Contractor must restore at its own expense all injured or damaged property caused by any negligent act of omission or commission on its part or on the part of its employees or subcontractors, including, but not limited to, sidewalks, curbing, sodding, pipes conduits, sewers, buildings, fences, bridges, retaining walls, tanks, power lines, levees or any other building or property whatsoever to a like condition as existed prior to such damage or injury.

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

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

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

17.00 SANITARY PROVISIONS

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

18.00 RIGHTS OF WAY

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

19.00 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

- 19.01 The Contractor shall not enter upon private property for any purpose without first obtaining permission from the Owner, as well as the private property owner and/or and private property Lessees. The Contractor shall use every precaution necessary for the preservation of all public and private property, monuments, highway signs, telephone lines, other utilities, etc., along and adjacent to the Work; the Contractor shall use every precaution necessary to prevent damage to pipes, conduits, and other underground structures; and shall protect carefully from disturbance or damage all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed. The street and highway signs and markers that are to be affected by the Work shall be carefully removed when the Work begins and stored in a manner to keep them clean and dry. The Contractor must obtain all necessary information in regard to existing utilities and shall give notice in writing to the owners or the proper authorities in charge of streets, gas, water, pipes, electric, sewers and other underground structures, including conduits, railways, poles and pole lines, manholes, catch basins, fixtures, appurtenances, and all other property that may be affected by the Contractor's operations, at least forty-eight (48) hours before its operations will affect such property. The Contractor shall not hinder or interfere with any person in the protection of such Work or with the operation of utilities at any time. When property, the operation of railways, or other public utilities are endangered, the Contractor shall at its own expense, maintain flagmen or watchmen and any other necessary precautions to avoid interruption of service or damage to life or property, and it shall promptly repair, restore, or make good any injury or damage caused by its negligent operations in an acceptable manner. The Contractor must also obtain all necessary information in regard to the installation of new cables, conduits, and transformers, and make proper provisions and give proper notifications, in order that same can be installed at the proper time without delay to the Contractor or unnecessary inconvenience to the Owner.
- 19.02 The Contractor shall not remove, cut or destroy trees, shrubs, plants, or grass that are to remain in the streets or those which are privately owned, without the proper authority. Unless otherwise provided in the Special Provisions or the Proposal, the Contractor shall replace and replant all plants, shrubs, grass and restore the grounds back to its original good condition to the satisfaction of the Owner and/or the property owner. The Contractor shall assume the responsibility of replanting and guarantees that plants, shrubs, grass will be watered, fertilized and cultivated until they are in a growing condition. No direct payment will be made for removing and replanting of trees, shrubs, plants or grass unless such items are set forth in the Proposal.
- 19.03 When or where direct damage or injury is done to public or private property by or on account of any negligent act, omission, neglect or otherwise of the Contractor, it shall make good such damage or injury in an acceptable manner.

20.00 CONTRACTORS RESPONSIBILITY FOR WORK

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

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

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

21.00 TESTS AND INSPECTIONS CORRECTION & REMOVAL OF DEFECTIVE WORK

- 21.01 Contractor warrants and guarantees to Owner that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents. All unsatisfactory Work, all faulty or Defective Work and all Work not conforming to the requirements of the Contract Documents at the time of acceptance shall be considered Defective. Prompt and reasonable notice of all defects shall be given to the Contractor.
- 21.02 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by some public body, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish Owner the required certificates of inspection, testing or approval. All other inspections, tests and approval required by the Contract Documents shall be performed by organizations acceptable to Owner and Contractor and the costs thereof shall be borne by the Contractor unless otherwise specified.
- 21.03 Contractor shall give Owner timely notice of readiness of the Work for all inspections, tests or approvals. If any such Work required to be inspected, tested or approved is covered without written approval of Owner, it must, if requested by Owner, be uncovered for observation, and such uncovering shall be at Contractor's expense unless Contractor has given Owner timely notice of its intention to cover such Work and Owner has not acted with reasonable promptness in response to such notice.
- 21.04 Neither observations by Owner nor inspections, tests or approvals shall relieve Contractor from its obligations to perform the Work in accordance with the requirements of the Contract Document.
- 21.05 Owner and its representatives will at reasonable times have access to the Work. Contractor shall provide proper and safe facilities for such access and observation of the Work and also for any inspection or testing thereof by others.
- 21.06 If any Work is covered contrary to the written request of Owner, it must, be uncovered for Owner's observation and replaced at Contractor's expense. If any Work has been covered which Owner has not specifically requested to observe prior to its being covered, or if Owner considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at Owner's request, shall uncover, expose or otherwise make available for observations, inspections or testing as Owner may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is Defective, Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be Defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

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

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

22.00 SUBSURFACE CONDITIONS

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

23.00 REMOVAL AND DISPOSAL OF STRUCTURES AND OBSTRUCTIONS

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

24.00 INSURANCE

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

Date of Issue: Certificate must have current date.

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

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

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

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

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

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

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

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

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

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

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

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

NOTICE:

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

For inquiries regarding insurance requirements, please contact:

**St. Tammany Parish Government
Office of Risk Management
P. O. Box 628
Covington, LA 70434
Telephone: 985-898-2445
Fax: 985-867-5124
Email: riskman@stpgov.org**

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

25.00 OWNER'S RIGHT TO OCCUPANCY

- 25.01 The Owner shall have the right to use, at any time, any and all portions of the Work that have reached such a stage of completion as to permit such occupancy, provided such occupancy does not hamper the Contractor or prevent its efficient completion of the Contract or be construed as constituting an acceptance of any part of the Work.
- 25.02 The Owner shall have the right to start the construction of houses, structures or any other building concurrent with the Contractor's Work.

26.00 SURVEY HORIZONTAL AND VERTICAL CONTROL

- 26.01 The Owner shall provide surveys for construction to establish reference points which in its judgment are necessary to enable Contractor to layout and proceed with its Work. Contractor shall be responsible for surveying and laying out the Work and shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the Owner. Contractor shall report to Owner whenever any reference point is lost or destroyed and the Owner shall decide if the reference point shall be replaced by its or the Contractor's forces.
- 26.02 The Contractor shall establish lines and grades with its own forces in sufficient number and location for the proper execution of the Work.
- 26.03 If the Contractor, during the construction, damages the established property corners and/or other markers and thereafter requests the Owner to re-stake same in order to complete the project, this expense will be borne solely by the Contractor.

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

- 27.01 If the Contractor should be adjudged bankrupt (voluntarily or involuntarily) or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail (except in cases for which extension of time is provided) to supply enough properly skilled workmen or proper materials, or if it should fail to make prompt payment to Subcontractors or for material or labor, or persistently disregard laws, ordinances or the

instructions of the Owner, or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner, upon the certificate of the Owner that, in its unilateral discretion and judgment, believes sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor ten (10) calendar days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the Work by whatever method the Owner may deem expedient.

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

28.00 PAYMENTS TO THE CONTRACTOR

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

of the entire Work, and when the Contract Price is five hundred thousand dollars or more, the Owner shall issue to the Contractor Certificate of Payment in sum sufficient to increase total payments to ninety-five percent (95%) of the Contract Price.

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

- (8) Revocation of corporate status;
- (9) Failure to follow corporate formalities;
- (10) Unprofessional activities;
- (11) Unworkmanlike performance;
- (12) Fraud and/or misrepresentation of any kind.

29.00 ACCEPTANCE AND FINAL PAYMENT(S)

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

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

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

30.00 NOTICE AND SERVICE THEREOF

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

31.00 INTENTION OF THESE GENERAL CONDITIONS

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

32.00 SEVERABILITY

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

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

33.00 LAW OF THE STATE OF LOUISIANA

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

33.02 The Contractor agrees to pay reasonable attorney's fees and other reasonable attendant costs, in the event that it becomes necessary for the Owner to employ an attorney in order

to enforce compliance with or any remedy relating to any covenants, obligations, or conditions imposed upon the Contractor by this Agreement. Attorney fees shall be based upon the prevailing hourly rate of attorney rates in the private sector. In no case shall the hourly rate be less than \$175.00 per hour. All attorney fees collected shall be paid the operating budget of the Office of the Parish President.

- 33.03 The jurisdiction and venue provisions shall apply to all contractors, sureties, and subcontractors. The 22nd Judicial District for the Parish of St. Tammany shall be the court of exclusive jurisdiction and venue for any dispute arising from these General Conditions and/or any contract executed in conjunction with these General Conditions. All parties specifically waive any rights they have or may have for removal of any disputes to Federal Court, or transfers to different State District Court.
- 33.04 Contractor warrants that it has and/or had received a copy of these General Conditions at all times material hereto; Contractor further agrees that it has read and fully and completely understands each and every condition herein.
- 33.05 The property description will be more fully set out by an attached exhibit.
- 33.06 The Contractor warrants that it has the requisite authority to sign and enter this agreement.
- 33.07 It is specifically understood and agreed that in the event Contractor seeks contribution from the Parish or pursues its legal remedies for any alleged breach of this agreement by the Parish, then the following list of damages SHALL NOT BE RECOVERABLE BY CONTRACTOR. This list includes, but is not limited to:

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

33.08 DEFAULT AND WAIVERS

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

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

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

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

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

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

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

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

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

SECTION 09
TECHNICAL SPECIFICATIONS

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APPENDIX A – GEOTECHNICAL REPORTS AND BORING LOGS

APPENDIX B – PERMITS

APPENDIX C – STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

- To be provided after contract is awarded.

APPENDIX D – ACCESS ROAD EXHIBIT

END OF SECTION

SECTION 01 11 00
SUMMARY OF WORK

PART 1 GENERAL

1.01 APPLICATION

- A. The General Contractor and all Subcontractors shall familiarize themselves with the Bidding Requirements and Division 1 – General Requirements, and shall comply with all parts of these documents pertinent to their work.

1.02 PROJECT LOCATION

- A. W-15 Canal (French Branch) in Slidell starting approximately 3,776 lf upstream of Military Road and progressing downstream, past Old River Road to the confluence of Doubloon Bayou. Approximate coordinates for the upstream section of the project are 30° 16'45.91"N and 89° 43'31.55"W. Approximate end of project coordinates are 30° 15'48.95"N and 89° 43'06.97"W.

1.03 WORK COVERED BY CONTRACT DOCUMENTS

- A. The completed Work will provide Owner with a widening of 7,400 lf of the W-15 Canal from the upper portion of French Branch Estates to the confluence at Doubloon Bayou. The Work includes, but is not limited to, the following items:
1. Sediment and erosion control including but not limited to mulching, temporary vegetation, sediment basin construction and maintenance, rock filter rings, check dams, silt fence, and temporary and permanent slope protection matting.
 2. Any and all dewatering activities to facilitate construction of structures and management of sediment during excavation and grading activities.

END OF SECTION

SECTION 01 32 23
SURVEY AND LAYOUT

PART 1 GENERAL

1.01 DESCRIPTION OF WORK INCLUDED

- A. The Contractor will be responsible for establishing all lines and grades and staking out all work on this project. The Engineer will furnish baseline reference points and benchmarks for use by the Contractor to establish horizontal and vertical controls.
- B. The Contractor shall furnish all of the materials, labor and equipment necessary to perform the Pre-Construction and As-Built surveys of the various construction components shown in the Plans and as outlined in these Specifications. All surveys shall be performed by personnel who are approved by the Engineer and under the direct supervision of a professional surveyor licensed in the state of Louisiana. Survey data shall reference the North American Datum of 1983 (NAD 83), Louisiana South Zone, U. S. Survey Feet, and the North American Vertical Datum of 1988 (NAVD 88), Geoid 12B, U. S. Survey Feet or most recent vertical datum as approved by Engineer. Contractor shall provide the details for the survey stakeout and layout in the Work Plan.

1.02 QUALIFICATIONS

- A. Registered professional engineer or registered land surveyor of the discipline required for the specific service of the Project, licensed in the State of Louisiana and acceptable to the Owner.

1.03 SURVEY REFERENCE POINTS

- A. The base topographic and bathymetric survey used for the design of the Lower W-15 Canal Widening was prepared by JV Burkes and Associates in January 2020 and Acadia Land Surveying in March 2012.
- B. Horizontal and vertical control points for the Project should be those designated on the Drawings. Contractor shall locate, verify, and protect existing survey control points prior to starting work. Contractor shall establish additional benchmarks as needed to perform pre-construction and as-built surveys.

1.04 DELIVERABLES

- A. The Preconstruction and As-Built Surveys shall be delivered to the Engineer. Three copies all surveys shall be provided on 11" X 17" paper and one digital copy provided in AutoCAD or an approved equal. All surveys shall be stamped by a professional surveyor licensed in the State of Louisiana. The As-Built Survey shall incorporate all field changes, change orders, and quantities of materials placed. All revisions shall be shown in red and be easily distinguishable from the original design.

- B. Digital copies of all survey point files shall be included with the Preconstruction and As-Built Surveys and shall contain the following information:
 - 1. Point number
 - 2. Northing (NAD 83 US FT)
 - 3. Easting (NAD 83 US FT)
 - 4. Elevation (NAVD 88 FT)

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 CONSTRUCTION LAYOUT

- A. The Contractor shall employ sufficient qualified engineering personnel experienced in layout and construction of highways and bridges to correctly establish and keep complete and comprehensive notebook records of all lines and grades necessary from initial layout to final acceptance. The Contractor will be liable for the accuracy of the initial layout and all subsequent alignment and elevations and shall, at his own expense, rebuild, repair or make good any portion of the work found to be incorrectly positioned either horizontally or vertically at any time before final acceptance. The Contractor shall notify the Engineer immediately of any apparent error in the plans.
- B. The Contractor shall number notebooks for complete and comprehensive recording of all lines and grades. These notebooks shall be provided to the Engineer and shall be properly indexed and cross-referenced by the Contractor for as-built data. The Contractor will be responsible for providing a marked-up set of prints showing as-built conditions, and an as-built survey as detailed in the AS-BUILT SURVEY work item.
- C. The Engineer may, at his option, make either spot or complete checks of all construction alignment and grades to determine the correctness of the Contractor's work. However, these checks by the Engineer will not relieve the Contractor of his responsibility for constructing the work in the positions and to the elevations shown on the plans or approved revisions thereto. All measurements for determination of pay quantities will be plan dimension unless amended by field instruction.

3.02 PRE-CONSTRUCTION SURVEY

- A. The Pre-Construction Survey shall be used to verify the existing conditions at the Project Site, make modifications or adjustments to the various project features as deemed necessary by the Engineer and lay out the Work. The Preconstruction Survey shall show the existing bathymetry and topography and project features in plan and profile using elevations, coordinates, contours, lines and grades. All contours shall be represented using ± 0.5 foot intervals. The Pre-construction

Survey shall also show the quantities of all constructed project features which are determined by a method that is approved by the Engineer, such as the average end area or AutoCAD.

- B. The Pre-Construction Survey shall be performed after the Pre-Construction Conference and prior to construction. The Contractor shall notify the Engineer a minimum of 48 hours prior to beginning the Pre-Construction Survey. The Pre-Construction Survey shall be submitted to the Engineer.
- C. Temporary Bench Marks (TBM): The Contractor shall install TBM(s) as necessary to perform all surveys. Horizontal and vertical coordinates shall be determined for all TBMs installed. The Contractor shall maintain the TBMs for the duration of the Work. In the event that a TBM is disturbed or destroyed, the TBM shall be repaired or reinstalled by approved personnel at the expense of the contractor.
- D. The topography of the W-15 Canal shall be surveyed along the transects along station shown on the Plans. In addition to the stationing shown on the Plans, Contractor shall survey existing topography at the location of the proposed embankment top and toe in a north-south direction. Ground elevations and coordinates shall be recorded at 100 foot intervals along transects or at changes in elevation greater than 0.5 feet. Transects shall extend to the limits of construction.

3.03 AS-BUILT SURVEYS

- A. The As-Built Survey shall be used for final payment of the W-15 Canal excavation and to make modifications or adjustments as deemed necessary by the Engineer. The As-Built Surveys shall show all constructed project features by overlaying the accepted Process Surveys onto the Preconstruction Survey using elevations, coordinates, contours, lines and grades. All contours shall be represented using ± 0.5 foot intervals. The As-Built Survey shall also show the quantities of all constructed project features which are determined by a method that is approved by the Engineer, such as the average end area or AutoCAD.

Final payment will not be received until the As-Built Survey and Work have been accepted by the Engineer. The As-Built Survey shall also include the following items:

- 1. W-15 Canal
 - a. Elevations to be taken along the same transects as the pre-con and process surveys.
 - b. As-built survey shall include identification of all project features including rip-rap, maintenance access roads, storm pipe, etc.

PART 4 MEASUREMENT AND PAYMENT**4.01 MEASUREMENT**

- A. Measurement for payment of Bid Item No. 01 32 23-1, Construction Survey and Layout, shall be on a lump sum basis.

4.02 PAYMENT

- A. Payment for Bid Item No 013223-1, Construction Survey and Layout, shall be made at the contract lump sum price. Forty percent (40%) of the lump sum price for Surveying will be paid to the Contractor upon completion of the Preconstruction Survey. The remaining sixty percent (60%) will be paid to the Contractor upon completion of the As-built Survey. Payment shall constitute full compensation for moving personnel equipment, supplies, and other incidentals related to this item of work.

END OF SECTION

SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 DESCRIPTION

- A. Engineering data covering all equipment and fabricated materials to be furnished under this contract shall be submitted to the Engineer for review after the contractor verifies all applicable field measurements, quantities, dimensions, performance criteria, etc. This data shall include drawings and descriptive information in sufficient detail to show the kind, size, arrangement, and operation of component materials and devices; the external operation of connections, piping diagrams; performance characteristics and capacities; and dimensions and clearances needed for installation and correlation with other materials and equipment. If manufacturer's standard drawings are submitted, modify and delete information which is not applicable to the Work. The Engineer will not be required to review incomplete submittals.
- B. All submittals, regardless of origin, shall be stamped with the approval of Contractor and identified with the name and number of this contract, Contractor's name, date, and references to applicable specification paragraphs and Contract Drawings. By approving Submittals, Contractor represents that he has determined and verified all materials, field measurements and field construction criteria related thereto and that he has checked and coordinated the information within the submittal with the requirements of the Work. Each submittal shall indicate the intended use of the item in the Work. When catalog pages are submitted, applicable items shall be clearly identified. The current revision, issue number, and date shall be indicated on all drawings and other descriptive data. Submittals shall reference sheet and/or section numbers of the Contract Documents to which they relate.
- C. All deviations from the Contract Documents shall be specifically and clearly identified on each submittal and shall be tabulated in Contractor's letter of transmittal. Such submittals shall, as pertinent to the deviation, indicate essential details of all changes proposed by Contractor (including modifications to other facilities that may be a result of the deviation) and all required piping and wiring diagrams.
- D. Contractor shall accept full responsibility for the completeness of each submission, and, in the case of a resubmission, shall verify that all exceptions previously noted by Engineer have been taken into account. In the event that more than one resubmission is required because of failure of Contractor to account for exceptions previously noted, Contractor shall reimburse Owner for the charges of Engineer for review of the additional resubmission.
- E. Any need for more than one resubmission, or any other delay in obtaining Engineer's review of submittals, will not entitle Contractor to extension of

the Contract Time unless delay of the Work is directly caused by a change in the Work authorized by a Change Order or by failure of Engineer to return any submittal within 28 calendar days after its receipt in the Engineer's office.

- F. Engineer's review of drawings and data submitted by Contractor will cover only general conformity to the Contract Documents. Engineer's review does not indicate a thorough review of all dimensions, quantities, and details of the material, equipment, device, or item shown. Engineer's review of submittals shall not relieve Contractor from responsibility for errors, omissions, or deviations, nor responsibility for compliance with the Contract Documents.
- G. Six (6) copies of each drawing and necessary data shall be submitted to Engineer. Engineer will not accept submittals from anyone but Contractor. Submittals shall be consecutively numbered in direct sequence of submittal and without division by subcontracts or trades. Resubmittals shall bear the number of the first submittal followed by a letter (A, B, etc.,) to indicate the sequence of the resubmittal.
- H. When the drawings and data are returned marked REJECTED or REVISE AND RESUBMIT, the corrections shall be made as required, as noted thereon, and as indicated by Engineer and corrected copies shall be resubmitted. Commence no portion of work requiring submittals until submittal has been approved by Engineer.
- I. When corrected copies are resubmitted, Contractor shall, in writing, direct specific attention to all revisions and shall list separately any revisions made other than those called for by Engineer on previous submissions. Resubmittals shall be clearly and obviously labeled as such.
- J. When the drawings and data are returned marked REVIEWED or REVIEWED AS NOTED, no additional copies need be furnished. Contractor is responsible for distributing copies to his subcontractors and material suppliers.

1.03 SAMPLES

- A. Samples shall be of sufficient size and quantity to:
 - 1. Clearly illustrate the functional characteristics of the product with integrally related parts and attachment devices.
 - 2. Clearly illustrate the full range of color texture, and pattern.
 - 3. Serve as a sample for testing.
- B. Label each sample with identification required for transmittal letter.

1.04 SCHEDULE OF MAJOR EQUIPMENT

- A. The Proposal Form may include a list of the major items of Equipment to be furnished and installed on this project. Each Bidder shall state in the space provided in the Proposal Form the name of the manufacturer of the equipment he proposes to use. Only one manufacturer shall be listed for each item. The successful bidder shall be bound to furnish the particular equipment listed in his proposal and no substitutions will be permitted unless the substitution meets the requirements of the contract and is specifically approved in writing by the Owner.
- B. Where manufacturers of this major equipment are mentioned in the specifications followed by the words "or approved equal" any substitution equipment shall be submitted for the Engineer's review. Performance specifications where no manufacturer is mentioned do not require prior review. Structural, electrical and mechanical changes to suit the equipment bid will be the responsibility of, and paid for by, the Contractor.

1.05 EQUIPMENT CONFIGURATIONS

The indicated sizes of equipment shown on the plans and specified herein represent sizes that were used for the design. In the event the Contractor, supplier, or manufacturer changes the size of the equipment, the changes to the adjacent equipment, piping, or required additional wiring in order to provide for adaptation of equipment to the project shall be coordinated by the Contractor and shall be called to the attention of the Engineer at the time of the affected submittal. Any expense incurred in changing equipment sizes shall be borne by the Contractor.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 AGREEMENT IN PRODUCTION OF SUBMITTALS

- A. Contractor agrees that Shop Drawing Submittals processed by the Engineer are not Change Orders; that the purpose of Shop Drawing Submittals by the Contractor is to demonstrate to the Engineer that the Contractor understands the design concept, that he demonstrates his understanding by indicating which equipment and material he intends to furnish and install and by detailing the fabrication and installation methods he intends to use. Contractor further agrees that if deviations, discrepancies, or conflicts between Shop Drawing Submittals and the contract documents in the form of design drawings and specifications are discovered either prior to or after Shop Drawing Submittals are processed by the Engineer, the design drawings and specifications shall control and shall be followed.

PART 4 – MEASUREMENT AND PAYMENT

No separate measurement and payment shall be made for this Section. The work specified herein shall be considered incidental to other items of Work, the cost of which shall be incorporated therein.

END OF SECTION

SECTION 01 45 29
TESTING AND LABORATORY SERVICES

PART 1 – GENERAL

1.01 INDEPENDENT TESTING LABORATORY

- A. An independent testing laboratory shall be retained by the contractor and approved by the St. Tammany Department of Engineering for the purpose of sampling and testing of materials and/or performing inspections.

1.02 COOPERATION OF THE CONTRACTOR

- A. The contractor shall cooperate with the laboratory and shall:
 - 1. Make available without cost samples of all materials to be testing in accordance with applicable standard specifications.
 - 2. Furnish such nominal labor and sheltered working space as is necessary for testing laboratory to obtain samples at the project site.
 - 3. Advise the laboratory of the identity of material sources and instruct the suppliers to allow tests or inspections by the laboratory.
 - 4. Notify the laboratory sufficiently in advance of operations to allow for completion of initial tests and assignment of inspection personnel.
 - 5. Notify the laboratory sufficiently in advance of cancellation of required testing operations. The Contractor shall be responsible to the Parish for charges due to failure to notify that requirements for testing have not been met and that testing is cancelled.

1.03 TESTING METHODS

- A. Testing and laboratory inspecting, sampling, and testing is required for, but not limited to soils compaction and control, paving, cast-in-place concrete, structural steel welding, metal fabrications, timber piles, and paintwork.
- B. Test and inspections shall be conducted in accordance with the latest applicable ASTM, ACI, AASHTO, LDOTD, the St. Tammany Parish Code of Ordinances Appendix B Chapter 40 Subdivisions, or the requirements of other recognized authorities.
- C. Rejection of Materials. The laboratory shall notify the Contractor of any materials which are not in full conformance with the specifications. The Project Engineer shall be informed of such notifications.
- D. Test Reports. The laboratory shall promptly submit written reports of each test and inspection made to the Parish, Project Engineer, Contractor and to such other parties the Engineer may specify. Payment applications will not be process until the Department of Engineering receives test data for the payable items of

the payment application. If test reports are not received prior to final acceptance, then there will be an automatic 50% reduction in pay for the item(s) in question.

1.04 SOIL TESTING

A. Tests and Inspections

Testing methods and frequencies shall be in accordance with Louisiana DOTD Standards for Roads and Bridges, 2006 Edition.

1.05 PORTLAND CEMENT CONCRETE

A. Tests and Inspections

1. Mix Design

- i. The laboratory shall be responsible for the design of each specified mix.
- ii. The design shall be based on a statistical analysis provided by a qualified testing laboratory or by trial batches which will be performed by the designated laboratory. Both methods shall be in accordance with and limited to the requirements set forth by the American Concrete Institute (ACI) 318-86, Chapter 4.
- iii. Of trial batches are required, sufficient time must be given to the laboratory to perform all tests that are required.
- iv. Regardless of what method is employed, the following tests are required prior to use on a given project:
 1. ASTM C-136 Sieve Analysis for Fine & Coarse Aggregates
 2. ASTM C-127 Test Method for Specific Gravity & Absorption of Coarse Aggregate.
- v. Certificates of Delivery which include test results shall be submitted by the concrete producer for cement, fly ash and additives to the testing laboratory for review. These certificates must certify that the material conforms to the specifications.

2. Batch Plant

- vi. Prior to initial start-up of pavement operations for the project the testing laboratory shall visit the concrete suppliers batch plant to determine if the operation substantially conforms to the requirements of ASTM C94. Any substandard conditions observed shall be immediately reported to the Engineer and Contractor.
- vii. Plant inspector is not required to be present at the plant during production. However, the Engineer may require an inspector to be provided periodically at his discretion.

viii. The plant must be approved prior to beginning production for a given project. This approval will be given by the Engineer and/or his representative. Conditions for approval shall include but not be limited to the following:

1. ASTM C-94 Standard Specifications for Ready Mixed Concrete.
2. Whenever fly ash is used, the plant shall have a separate silo or bin to store the fly ash.
3. Prior to and periodically during construction the laboratory shall sample and test aggregates proposed for use in concrete to determine their compliance with these specifications.

B. Preliminary Tests

Prior to starting plant operations, the following materials will be sampled and/or tested by the Parish's designated Testing Laboratory:

1. Obtain LDOTD Certificates of Delivery covering asphalt cement in working tank. (Also to be obtained on a daily basis during production.)
2. Obtain the refinery test report covering chemical and physical properties of the asphalt cement.
3. Verify that the Anti-Stripping agent is included in the LDOTD Qualified Products List.
4. Other admixtures: LDOTD Qualified Products List.
5. Aggregates: Verify that the source of aggregates to be used are included in the LDOTD Qualified Products List.
6. Sample the Contractor's fine sand: Test in accordance with AASHTO. T-90 to determine if PI is zero (0). Visually inspect Contractor's stockpile to verify absence of clay balls and excessive clay coating.

C. Validation of the Job Mix Formula

1. For acceptance of the Job Mix Formula, the Contractor must include the following:
 - a. Design Curves (LDOTD TR 303)
 - b. Apparent Specific Gravity for each material employed and its source (LDOTD TR 301)
 - c. Proposed Bin Proportions
 - d. Proposed A.C. Content (LDOTD TR 303)
 - e. A single recommended gradation for each specified sieve size.
 - f. % Crushed of Coarse Aggregate (if applicable).

2. The Job Mix Formula shall be validated during the first day's production or when enough mixture has been produced to have four (4) Marshall Stability Tests and two (2) Extraction Tests. In order for a Job Mix Formula to be validated, the test results must meet the requirements set forth by these specifications using design criteria for each specified mix.

D. Tests Conducted at the Asphalt Plant

1. Tests to be conducted on the hot mix material at the asphalt plant will be conducted by the Parish's Designated Testing Laboratory's technician. All tests will be conducted in accordance with LDOTD specifications. Test results shall conform to the properties in Table 1 of Section 501. A sampling plan will be utilized such that samples are taken and tested as follows:
 - a. 0 to 200 tons: Full sample is taken upon which the following tests are to be conducted:
 4. Temperature: Read to the nearest 5 degrees
 5. Extraction: Extracted Gradation: TR-309 % Extracted Asphalt
Cement: TR-308
 6. % Crushed: TR-306
 7. Marshall Stability & Flow: TR-305 (2 briquettes)
 8. Unit Weight, Voids, % VFA: TR-304
 9. Record Anti-Strip content from meters and scales
 - b. 201 tons to 400 tons - Smaller sample is taken.
 - i. Temperature: Read to the nearest 5 degrees.
 - ii. Marshall Stability & Flow: TR-305 (One briquette)
 - c. 401 tons to 600 tons: Full sample taken. Conduct tests as described for 0 to 200 tons.
 - d. In excess of 600 tons: Smaller sample taken. Conduct tests as described for 201 to 400 tons.
2. Mix temperatures at the time of molding the briquettes shall be within 15 degrees Fahrenheit of the mix temperature at the time of sampling.
 - a. In addition to the above, the temperature of the mix is to be taken at least once per hour, when the mix has been loaded into haul trucks and is ready to leave the plant.
 - b. If the test results during the production of a lot are outside the limits given in Table 1 of Section 501 of the Parish's Testing Laboratory, a representative shall immediately notify the Contractor's qualified technician.

- c. When an individual test or the average of tests representing the lot is outside acceptance limits shown in Table 1 of LDOTD Section 501, an adjustment in unit price for the lot will be made in accordance with Table 2 of LDOTD Section 501.

3. Pavement Samples

- a. The density requirements will be for the average of all cores for each lot per project, determined in accordance with LDOTD TR-304. Payment will be made in accordance with Table 2 of LDOTD Section 501.
- b. Samples that result in less than 1 1/4" thickness will not be tested for density.

E. Roadway Inspection

Inspection of Roadway Asphaltic Concrete Work at the job site shall be performed by a qualified roadway technician furnished by the Testing Laboratory. his duties will include, but not be limited to, the following:

1. Record locations, tonnage, type of mix, lot number, and other pertinent data in his daily report.
2. Temperatures will be checked and recorded in accordance with these specifications during the production of each lot.
3. Observe the general operations of the Contractor to assure compliance with all requirements.
4. Observe and record the tack and prime coat operations. (Square yards covered, number of gallons used).
5. Determine the location of cores to be taken by the Contractor for thickness and density.
6. Witness the drilling or cutting of the roadway samples and deliver same to laboratory for further testing.
7. Witness the surface finish testing performed by the Contractor and report the findings of such testing.
8. Inspect all mix hauled to the roadway for any obvious deficiencies which may include un-coated aggregate, segregated mixtures, mixtures with lumps, mix not of the proper temperature, excessive moisture, color and general appearance of the mixtures. Any loads found deficient shall be brought to the attention of the Contractor and rejected. Also, no trucks will be accepted without a haul ticket.
9. Observe weather conditions and advise the Contractor of weather limitations when they apply.
10. Check actual yield of mixture during production to assure proper mat thickness. The Contractor should be advised of improper thickness and corrections shall be made. lumps, mix not of the proper temperature, excessive moisture, color and general appearance of the mixtures.

PART 2 – PRODUCTS (NOT USED)**PART 3 – EXECUTION (NOT USED)****PART 4 – MEASUREMENT AND PAYMENT****4.01 MEASUREMENT**

- A. Measurement for Bid Item No. 014529-1, Testing and Laboratory Services, shall be on a lump sum basis.

4.02 PAYMENT

- B. Payment for Bid Item No. 014529-1, Testing and Laboratory Services, shall be made at the contract lump sum price. Payment shall constitute labor, equipment, outside services, and other incidentals related to this item of Work.

END OF SECTION

SECTION 01 55 26
TEMPORARY TRAFFIC CONTROL

PART 1 – GENERAL

1.01 DESCRIPTION

- A. The Contractor shall be responsible for providing safe and expeditious movement of traffic through construction zones. A construction zone is defined as the immediate areas of actual construction and all abutting area which are used by the Contractor and which interfere with the driving or walking public. The Contractor shall be responsible for installation and maintenance of all devices and requirements in accordance with the construction signing details for the duration of the construction period.
- B. The Contractor shall check twice daily (noting in the daily logs), once in the morning and at the close of work in the evening, daily on weekends and holidays, that all signs, barricades, channelizing devices, striping, lights, etc. are in place and functioning. Videotape of all sign and barricade changes for each phase of construction is required, noting time and date on the video copy. A representative of the Engineer shall be present for videotaping.
- C. The Contractor shall be responsible for removal, relocation, or replacement of any traffic control device in the construction area which exists as part of the normal pre-construction traffic control scheme. Any such actions shall be performed by the Contractor under the supervision, and in accordance with the Specifications, of the St. Tammany Parish Engineering Department, unless otherwise specified. Also, the Contractor should consult with the Engineering Department immediately on any vehicular or pedestrian safety or efficiency problem incurred as a result of construction of the project.
- D. The Contractor shall provide daily reports to the Engineer at the end of each working day, stating that all signs and barricades necessary for construction are in place and operable.

1.02 REFERENCES

- A. The following is a list of standards which may be referenced in this Section:
 - 1. AASHTO Guide for the Design of Bicycle Facilities, Current Edition.
 - 2. AASHTO Roadside Design Guide, Current Edition
 - 3. American Traffic Safety Services Association (ATSSA)
 - 4. LADOTD Standard Specifications for Roads and Bridges, 2006 Edition unless specified otherwise in this Section.
 - 5. Federal Highway Administration. Standard Highway Signs.

6. NCHRP – Report 350 Recommended Procedures for the Safety Performance Evaluation of Highway Features.
7. U.S. Department of Transportation, Federal Highway Administration (USDOT): Manual of Uniform Traffic Control Devices (MUTCD).
8. U.S. Department of Transportation, Federal Highway Administration: Design Guidance: Accommodating Bicycle and Pedestrian Travel: A Recommended Approach.

1.03 SUBMITTALS

- A. Traffic Control Plan developed by contractor and approved by a Louisiana Licensed Professional Engineer.
 1. Submit the initial phase Traffic Control Plan at the preconstruction conference. Submit plans for future phases of construction a minimum of 28 days before start of that construction phase to allow review and resubmittal, if necessary, and public notification. Meet with the Engineer and OWNER, Local Jurisdictions, and other affected agencies having jurisdiction to review the Traffic Control Plans for each phase of construction. Do not begin construction on any given phase before receiving written acceptance.
 2. Failure to submit the Traffic Control Plans within the specific time frames will not be justification for additional working days. Failure to adequately address comments in any required submittal also will not justify additional working days.
- B. Administrative Submittals: Copies of permits, licenses, and approvals for construction as required by Laws and Regulations and governing agencies.
 1. CONTRACTOR shall be responsible for securing necessary permits or approvals related to Traffic Control activities. Application for permits and governing agency approvals shall only be made after acceptance of plan by OWNER.
- C. CONTRACTOR parking area to be shown on a plan for review and approval.
- D. Product Data: Warning signs and barricades.

1.04 VEHICULAR TRAFFIC

- A. Traffic Control Plan:
 1. If a Traffic Control Plan is provided in the DRAWINGS and SPECIFICATIONS it shall be used by CONTRACTOR as guideline only. The CONTRACTOR shall be responsible for the development and implementation of the Traffic Control Plan.
 2. CONTRACTOR shall submit a Traffic Control Plan for approval by Engineer and OWNER in accordance with the submittal requirements defined in these SPECIFICATIONS. Traffic Control Plan shall, at a

minimum, indicate haul route from W-15 Canal to the rehandling site and return trips to the W-15 Canal with all required traffic control measures. Adjustments to the approved plan may be required by Engineer and OWNER based on actual traffic operations. Changes to the plan shall only be made with the written approval of the Engineer and OWNER.

PART 2 – PRODUCT

2.01 SAFETY DEVICES AND SYSTEMS

- A. CONTRACTOR shall use devices and systems which meet NCHRP-350 Report crash test requirements as defined by the Federal Highway Administration unless exceptions are granted by the OWNER.

2.02 TRAFFIC CONTROL SIGNING AND DEVICES

- A. Signs: Comply with requirements of the Traffic Control Plan, other requirements defined in this section and any applicable requirements defined in the reference documents, including DOTD Standard Specifications, plans and details.
- B. Traffic Control Plan:
 - 1. Comply with requirements of the Traffic Control Plan, other requirements defined in this section and any applicable requirements defined in the reference documents, including DOTD Standard Specifications, plans and details.
 - 2. Use construction orange tubular markers and cones during daylight hours only.
- C. Barricades:
 - 1. Comply with the requirements of the Traffic Control Plan, other requirements defined in this section and any applicable requirements defined in the reference documents, including DOTD Standard Specifications, plans and details.
 - 2. Do not use rocks, asphalt, or concrete pieces, construction materials, and other debris as weighting devices for barricades. Sand bags will be permitted as long as a low center of gravity is maintained as approved.

PART 3 – EXECUTION

3.01 VEHICULAR TRAFFIC

- A. CONTRACTOR shall:
 - 1. Conform to the USDOT MUTCD or applicable statutory requirements of authority having jurisdiction and the accepted Traffic Control Plan.
 - 2. Allow emergency vehicles immediate passage.

3. Recognize that Local Government requirements take precedence over the MUTCD. Operations on or about traffic areas and provisions for regulating traffic shall additionally be subject to the regulation of other governmental agencies having jurisdiction over the affected areas.
 4. Keep traffic areas free of excavated material, construction equipment, pipe, other materials and equipment. Any materials inadvertently spilled on public roadways shall be cleaned immediately.
 5. Keep fire hydrants and water control valves free from obstruction and available for use at all times.
 6. Conduct operations in a manner to avoid unnecessary interference with public and private roads and drives and provide and maintain temporary access for businesses and residences. Provide and maintain suitable and safe bridges, detours, or other temporary expedients for accommodation of public and private travel. When access to private driveways must be temporarily denied due to construction operations, notify the property owner or responsible party of such closure no less than 24 hours in advance of closure. Give notification in writing and include the estimated duration of the closure.
 7. Minimum lane width shall be 10 feet, unless noted otherwise. Where cones are used to separate traffic lane from construction zone, do not use traffic lane for accessing construction zone, and do not store materials or equipment on or near shoulder of traffic lane side of roadway.
 8. In making street crossings, do not block more than one-half the street at a time. Maintain one lane of traffic at all times. Ensure access for traffic in both directions.
 9. Notify the fire department, police/sheriff department, highway patrol, ambulance service, local school district, and transit 14 days before closing of roadway or portion thereof. Notify said departments or agencies when streets are again passable for vehicles. Conduct operations with the least interference to fire equipment access, and at no time prevent such access. Furnish CONTRACTOR's night emergency telephone numbers to the police or sheriff's department.
 10. Pedestrian and bicycle access along sidewalks and streets will be kept open and safe from construction activities and traffic lanes.
- B. Flaggers: May be required to provide for public safety or the regulation of traffic, or by jurisdictional authorities; and if used, shall be properly equipped and certified by ATSSA.

3.02 PROTECTION OF WORK AND PROPERTY

- A. Warning Signs and Barricades:
1. Provide warning signs and barricades for the following:

- a. Open trenches and other excavations.
 - b. Obstructions, such as material piles, equipment (moving or parked), and piled embankment.
 - c. Protection of roads and driveways.
2. Warning signs and barricades shall be illuminated by means of warning lights from sunset to sunrise.

3.03 CONTRACTOR PARKING

- A. CONTRACTOR, with approval of Engineer and OWNER, shall designate parking areas for the use of all construction workers and other performing WORK or furnishing services in connection with the PROJECT so as avoid interference with public traffic, OWNER's operations, or construction activities.

3.04 ROADWAY USAGE BETWEEN OPERATIONS

- A. At all times when WORK is not actually in progress, CONTRACTOR shall make passable and shall open to traffic such portions of the PROJECT and temporary roadways or portions thereof as may be agreed upon between CONTRACTOR and OWNER and all authorities having jurisdiction over any properties involved.

PART 4 – MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. Measurement for payment of Bid Item No. 01 55 26-1, Temporary Traffic Control, shall be on a lump sum basis.

4.02 PAYMENT

- A. Payment for Bid Item No. 01 55 26-1, Temporary Traffic Control, shall be made at the contract lump sum price. Payment shall constitute full compensation for furnishing all labor, materials, and equipment for Temporary Traffic Control. Sixty percent (60%) of the lump sum price for Traffic Control will be paid to the Contractor when 10% of the contract value is earned. The remaining forty percent (40%) will be paid to the Contractor upon final acceptance of the Work and removal of all equipment and unused materials.

END OF SECTION

APPENDIX A-
Geotechnical Reports and Boring Logs



September 4, 2013

Duplantis Design Group, PC
34 Louis Prima Drive
Covington, Louisiana 70433

Attn: Mr. Joseph Guillory

Re: Geotechnical Engineering Report
Proposed Improvements to W-15 Canal
Slidell, Louisiana
SE Project No. G13-037

Dear Mr. Guillory:

Stratum Engineering, LLC (SE) is pleased to submit our Geotechnical Engineering Report for the above referenced project. This report includes the results of our field exploration and laboratory testing, as well as recommendations for the design of the W-15 Canal drainage structures.

We appreciate the opportunity to perform this Geotechnical Study and look forward to continued participation during the design and construction phases of this project. If you have any questions pertaining to this report, or if we may be of further service, please contact our office.

Respectfully submitted,
STRATUM ENGINEERING, LLC

William "Dean" McInnis, E.I.
Project Manager

WDM/TYM:jkh

Tony Y. Maroun, P.E.
Principal



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PROJECT INFORMATION

Project Authorization

Stratum Engineering, LLC (SE) has completed a geotechnical exploration for the proposed W-15 Canal improvements in Slidell, Louisiana. The exploration was accomplished in general accordance with SE Proposal No. G13-052, dated April 17, 2013.

Project Description

The project includes four (4) segments, designated as A to D, which involve the widening of the existing W-15 Canal and constructing a new diversion canal among other improvements including a high water overflow structure to the surrounding area. A brief description of each segment is as follows:

Segment A: This segment of the project includes the widening of 3,500 linear feet of the W-15 Canal, extending from Military Road to the lower French Branch area. The existing canal is about 6 feet deep and 35 feet wide at the top. Consideration will be given to widening both sides of the canal. No fill will be added on either side of the canal.

Segment B: This segment of the canal encompasses about 3,100 linear feet of the W-15 Canal from the confluence with Doubloon Bayou to Military Road. The canal daylights in Doubloon Bayou in the east and west directions creating a marshy area. The existing canal is about 6 to 8 feet deep and 40 feet wide at the top. The canal will be widened on the west side with no fill added.

Segment C: This segment includes the construction of a new diversion canal between the W-15 Canal and the Reine Canal matching the depth of both canals. The proposed diversion canal will be 35 feet wide at the top, 10 feet deep and 2,000 linear feet long.

Segment D: This segment of the project involves the construction of high water overflow structure constructed in the Reine Canal using a cantilevered sheet pile wall up to elevation +13 ½ feet. Considering an existing ground surface elevation of about +15 ½ feet, about 2 feet of overboard will be provided over the sheet pile which will have an unsupported length of about 7 feet. The bottom of the excavated pond is expected to be at an approximate elevation of +6 ½ feet. The structure will be protected with rip rap on both sides.

In addition, an outfall with outlet control will be provided east of the overflow structure to control water flow into the Reine Canal. Furthermore, a large earthen covered concrete weir will be constructed at 3H/1V side slope on the Reine Canal to control the water flow into the Tenet Pond. The weir top elevation will be at about +7 feet with the bottom of pond established at +6 feet.

This report addresses the weir structure and the high water overflow structure constructed along the Reine Canal.

The geotechnical recommendations presented in this report are based on the available project information, improvement locations, and the subsurface materials described in this report. If any of the noted information is incorrect, please inform SE in writing so that we may amend the recommendations presented in this report if appropriate and if desired by the client. SE will not be responsible for the implementation of its recommendations when it is not notified of changes in the project.

Purpose and Scope of Services

The overall scope of the study includes drilling borings along the W-15 Canal and the diversion canal as well as borings drilled near the high water overflow structure. Since the project will be conducted in phases, this study focuses on the weir and the high water overflow structures along the Reine Canal. Accordingly, two (2) borings were drilled to depths of 20 and 70 feet below the existing ground surface at the weir and the overflow structure locations, respectively, to explore the subsurface soil conditions at the sites and provide recommendations for the design of the structures.

Our scope of services included a reconnaissance to the project site, drilling the soil borings, select laboratory testing, and preparation of this geotechnical report. The report briefly outlines the testing procedures, presents available project information, describes the site and subsurface conditions, and presents recommendations regarding the following:

- Cantilevered sheet pile;
- Weir structure;
- Site preparation, including subgrade preparation and fill compaction requirements;
- Factors influencing construction and performance of the proposed improvements.

The scope of geotechnical services did not include an environmental assessment for determining the presence or absence of wetlands, or hazardous or toxic materials in the soil, surface water, groundwater, or air on or below, or around this site. Any statements in this report or on the boring logs regarding odors, colors, and unusual or suspicious items or conditions are strictly for informational purposes.

SITE AND SUBSURFACE CONDITIONS

Site Location and Description

The site encompasses about 54 acres of undeveloped land located east of I-10 and west of Little Oak Middle School in Slidell. The property is wooded and surrounds the existing Tenet Pond. The W-15 Canal extends north of the property in a southwesterly direction and connects with the Reine Canal which extends in an easterly direction along the edge of the pond and crosses below Interstate 10.

Drilling, Sampling, and Laboratory Testing Procedures

The borings were drilled with an All Terrain Vehicle (ATV) mounted drill rig. Auger and wet rotary drilling techniques were used to advance the borings. Samples were generally obtained continuously from the ground surface to a depth of ten feet and at maximum five foot intervals thereafter. Drilling and sampling techniques were accomplished in general accordance with ASTM Standards.

Undisturbed samples of cohesive soils were generally obtained using thin-wall tube sampling procedures in general accordance with the procedures for "Thin-Walled Tube Geotechnical Sampling of Soils" (ASTM D1587). These samples were extruded in the field with a hydraulic ram and were wrapped in aluminum foil prior to placement in a plastic wrapping to preserve moisture. The samples were transported to the laboratory in containers to prevent disturbance.

For cohesionless soils and semi-cohesive soils, Standard Penetration Tests (SPT) were performed to obtain standard penetration values of the soil. The standard penetration value (N) is defined as the number of blows of a 140 pound hammer, falling 30 inches, required to advance the split-barrel sampler one (1) foot into the soil. Samples of granular soils were obtained utilizing a two (2) inch O.D. split-barrel sampler in general accordance with procedures for "Penetration Test and Split-Barrel Sampling of Soils" (ASTM D1586). To perform the test and obtain a sample, the sampler is lowered to the bottom of the previously cleaned drill hole and advanced by blows from the hammer. The number of blows is recorded for each of three (3)

successive increments of six (6) inches penetration. The “N” value is obtained by adding the second and third incremental numbers. The results of the standard penetration test indicate the relative density of cohesionless soils and thereby provide a basis for estimating the relative strength and compressibility of the soil profile components. The split spoon samples were identified according to the project number, boring number and depth, and were also placed in polyethylene plastic wrapping to protect against moisture loss.

The laboratory testing program included supplementary visual classification and water content tests on all of the soil samples. In addition, selected samples were subjected to percent passing the #200 sieve and Atterberg Limits determination. Additional estimates of unconfined compressive strength were made using a hand penetrometer. The laboratory testing was performed in general accordance with ASTM Standard Procedures.

Subsurface Conditions

The sites of the weir and high water overflow structures along the Reine Canal were characterized by two (2) borings drilled to a depth of 20 to 70 feet, respectively. Based on the borings, the surface is covered with 6 to 8 inches of dark gray silty topsoil with organics followed by medium gray sandy silt extending to about 2 feet. This was followed by alternating layers of soft to stiff lean clay to sandy clay extending to an approximate depth of 23 feet. The lean clay was underlain by stiff gray fat clay extending to a depth of 43 feet and followed by firm lean clay to 50 feet. Below this depth, very dense silty sand was encountered to 55 feet and followed by medium sandy silt extending to a depth of 65 feet. Boring B-2 was terminated in loose silty sand at 70 feet, the maximum depth explored.

The above subsurface description is of a generalized nature to highlight the major subsurface stratification features and material characteristics. The boring logs included in the Appendix should be reviewed for specific information at the boring locations. These records include soil descriptions, stratification, penetration resistances, and locations of the samples and laboratory test data. The stratification shown on the boring logs represent the conditions only at the actual boring locations. Variations may occur and should be expected between boring locations. The stratification represents the approximate boundary between subsurface materials and the actual transition may be gradual. Water level information obtained during field operations is also shown on the boring logs. The samples, which were not altered by laboratory testing, will be retained for 60 days from the date of this report and then will be discarded.

Groundwater Conditions

Groundwater was encountered in boring B-2 at 8 feet below the ground surface upon completion of drilling. It should be noted that groundwater level will fluctuate with seasonal variations in rainfall, extended periods of drought and surface runoff. Therefore, it is recommended that the actual groundwater level at the site be determined by the contractor at the time of the construction activities.

IBC Site Classification

The International Building Code (IBC), 2009 edition, was reviewed to determine the site classification for seismic design. Based on the soils encountered in the borings and our experience in the area, the site can be classified as Site Class “D”, as outlined in Section 1613.5.2.

EVALUATION AND RECOMMENDATIONS

Reine Canal

We understand that a section of the Reine Canal embankment located about 120 feet east of the proposed Weir location has been breached. The eroded section in question is about 25 feet long, 8 feet wide and 10 to 15 feet deep. This breach is causing some of the water in the Reine Canal to be diverted into the adjacent Tenet Pond. We understand that the eroded section of the embankment will be plugged with clay fill obtained from the adjacent pond.

Stratum Engineering conducted a Geotechnical Investigation for the Tenet Pond and our results were submitted in SE Report No. G11-075, dated January 23, 2012. Based on the records of subsurface exploration, stiff lean and fat clays were encountered in the upper 20 feet across the site which is considered to be suitable material to fill the cut in the embankment. Backfilling of the Reine Canal embankment should be conducted in accordance with the recommendations in the Site Preparation section of this report.

Weir Structure

We understand that a large weir consisting of a concrete covered earthen embankment will be constructed at 3H/1V side slope on the Reine Canal to control the water flow into the Tenet Pond. The weir top elevation will be at about +7 feet with the bottom of the pond established at an elevation of +6 feet. Based on the soil condition encountered at boring B-1, sandy silt was encountered in the upper 2 feet. The silty soils encountered at the surface are extremely sensitive to moisture and could lose their support capability if exposed to moisture. Therefore, it is recommended that the silty soil below the weir structure be undercut and replaced with compacted structural fill. A Modulus of Subgrade Reaction (k) of 100 pci for the compacted structural fill may be used in the design of the weir structure.

Cantilevered Sheet Pile

It is understood that a high water overflow structure will be constructed in the Reine Canal using a cantilevered sheet pile wall with a wall top elevation established at +13.5 feet. Considering an average existing ground surface elevation of about +15.5 feet, about 2 feet of overboard will be provided over the sheet pile. The sheet pile wall will have an unsupported length of about +7.8 feet as the bottom of the Reine Canal is set at about +5.7 feet. A cross section of the Reine Canal provided to us for the analysis is included in Appendix I. Boring B-2 was used to analyze the sheet pile. The strength parameters of the soil for short and long term conditions are summarized in the following table.

BORING B-2, SOIL PARAMETERS

| Soil Type | Depth Range (ft) | Elevation Range (ft) | Total Unit Wt. (pcf) | Short Term Loading | | Long Term Loading | |
|-----------------|------------------|----------------------|----------------------|------------------------------|--------------------------|--------------------------|------------------------------------|
| | | | | Undrained Strength, C, (psf) | Friction Angle (degrees) | Effective Cohesion (psf) | Effective Friction Angle (degrees) |
| Medium Silt | 0-2 | +15.5 to +13.5 | | | | | |
| Soft Clay | 2-6 | +13.5 to +9.5 | 130 | | | | |
| Stiff Clay | 6-11 | +9.5 to +2.5 | 130 | 1250 | 0 | 50 | 25 |
| Very Stiff Clay | 11-21 | +2.5 to -7.5 | 121 | 2000 | 0 | 100 | 25 |
| Stiff Fat Clay | 21-31 | -7.5 to -17.5 | 112 | 1250 | 0 | 50 | 23 |
| Firm Fat Clay | 31-41 | -17.5 to -27.5 | 107 | 600 | 0 | 0 | 23 |

The computer program CWALSHT by the U.S. Army Corps of Engineers was used to conduct the analysis for the anchored steel sheet pile bulkhead. A factor of safety of 1.0 was applied to the active and passive pressures for both short and long term loading cases in the program. A surcharge of 250 psf was included in the analysis. The resultant penetration depth was then increased by 30 percent to provide a factor of safety of 1.3 generally used in the design. The results of the analysis for short and long term conditions based on fixed earth method are presented in the following table with the long term case governing. The output files from the CWALSHT program are included in Appendix I of this report.

RESULTS OF THE BULKHEAD ANALYSIS

| Cantilevered Sheet Pile Wall | | | | | |
|-------------------------------------|-------------------------------|----------------------------------|-------------------------------|------------------------------|-------------------------------|
| Loading Condition | Top of Wall Elev. (ft) | Sheet Pile Tip Elev. (ft) | Sheet Pile Length (ft) | Max. Moment (kips ft) | Max. Moment Elev. (ft) |
| Short Term | +13.5 | +0.5 | 13 | 5.8 | +5 |
| Long Term | +13.5 | -12.5 | 26 | 16.0 | -1 |

Site Preparation

Site preparation at the weir location is expected to include, but not be limited to, stripping of all topsoil with organics and other deleterious materials as well as undercutting the surficial silty soil to about 2 feet below the surface. Based on the borings, six (6) inches of silty topsoil was encountered at the site. However, the actual stripping depth should be determined by a representative of the Geotechnical Engineer at the time of construction.

Sandy silt was encountered in the upper two (2) feet of material at the proposed weir location. The silty soils were dry and stable at the time of the field exploration. However, depending on the site condition at the time of construction, the sandy silt, if subjected to high moisture, could lose its support capabilities and should be undercut and replaced with compacted structural fill.

The breach section of the Reine Canal embankment is presently covered with surface vegetation and appears to be 10 to 15 feet deep. The topsoil and vegetation should be stripped and side slope benched to allow proper placement of the fill. The water in the bottom of the ditch should be pumped and the area maintained dry during construction. Furthermore, the ditch bottom should be undercut one (1) to 2 feet to remove any soft deposits prior to fill placement.

The exposed subgrade should be proofrolled with a rubber tired vehicle weighing about 20 tons. Soils, which are observed to rut or deflect excessively under the moving load, should be undercut and replaced with properly compacted structural fill. The proofrolling and undercutting activities should be witnessed by a representative of the Geotechnical Engineer and should be performed during a period of dry weather.

After subgrade preparation and observation have been completed, the initial layer of fill in the weir area should be placed in a relatively uniform horizontal lift and be adequately keyed into the stripped and scarified subgrade soils. The structural fill should consist of sandy clays having a maximum liquid limit of 40 and a plasticity index between 10 and 20 percent. The fill used to backfill the embankment section of the Reine Canal should consist of lean or fat clay with a liquid limit greater than 45 percent and a plasticity index of at least 25 percent.

The fill should be placed in maximum lifts of eight (8) inches of loose materials and should be compacted within one (1) percentage point below and three (3) percentage points above the optimum moisture content. If water must be added, it should be uniformly applied and thoroughly mixed into the soil by disking or scarifying. The fill should be compacted to at least 95 percent of the Standard Proctor maximum dry density as determined by ASTM D698. Adequate drainage should be provided prior to and during site work. The site should be graded to promote rapid runoff.

CONSTRUCTION CONSIDERATIONS

It is recommended that SE be retained to provide observation and testing of construction activities. SE cannot accept any responsibility for any conditions which deviate from those described in this report, nor for the performance of the structures, if not engaged to also provide construction observation and testing for this project.

Moisture Sensitive Soils/Weather Related Concerns

The upper soils encountered at this site are extremely sensitive to disturbances caused by construction traffic and changes in moisture content. During wet weather periods, an increase in the moisture content of the soil can cause significant reduction in the soil strength and support capabilities. In addition, soils that become wet may be slow to dry and thus significantly retard the progress of grading and compaction activities. It will, therefore, be advantageous to perform earthwork and foundation construction activities during dry weather.

Excavations

In Federal Register, Volume 54, No. 209 (October 1989), the United States Department of Labor, Occupational Safety and Health Administration (OSHA) amended its “Construction Standards for Excavations, 29 CFR, Part 1928, Subpart P”. This document was issued to better ensure the safety of workmen entering trenches or excavations. It is mandated by this federal regulation that excavations, whether they be utility trenches, basement excavation or footing excavation, be constructed in accordance with the new OSHA guidelines. It is our understanding that these regulations are being strictly enforced and if they are not closely followed, the owner and the contractor could be liable for substantial penalties.

The contractor is solely responsible for designing and constructing stable, temporary excavations and should shore, slope or bench the sides of the excavations as required to maintain stability of both the excavation sides and bottom. The contractor’s “responsible person”, as defined in 29 CFR, Part 1926, should evaluate the soil exposed in the excavations as part of the contractor’s safety procedures. In no case should slope height, slope inclination, or excavation depth, including utility trench excavation depth, exceed those specified in local, state, and federal safety regulations.

We are providing this information solely as a service to our client. SE does not assume responsibility for construction site safety or the contractor’s or other parties’ compliance with local, state, and federal safety or other regulations.

REPORT LIMITATIONS

The recommendations submitted in this report are based on the available subsurface information obtained by SE and design details furnished by Duplantis Design Group, PC. If there are any revisions to the plans for this project, or if deviations from the subsurface conditions noted in this report are encountered during construction, SE should be notified immediately to determine if changes in the foundation recommendations are required. If SE is not notified of such changes, SE will not be responsible for the impact of those changes on the project.

The Geotechnical Engineer warrants that the findings, recommendations, specifications, or professional advice contained herein have been made in accordance with generally accepted professional geotechnical engineering practices in the local area. No other warranties are implied or expressed.

After the plans and specifications are more complete, the Geotechnical Engineer should be retained and provided the opportunity to review the final design plans and specifications to check that our engineering recommendations have been properly incorporated in to the design documents. At that time, it may be necessary to submit supplementary recommendations. If SE is not retained to perform these functions, SE will not be responsible for the impact of those conditions on the project. This report has been prepared for the exclusive use of Duplantis Design Group for the specific application to the proposed weir and high water overflow structures to be constructed along the Reine Canal which is part of the proposed improvements to the W-15 Drainage Canal in Slidell, Louisiana.

APPENDIX I



⊕ = BORING LOCATION



BORING LOCATION PLAN

GEOTECHNICAL ENGINEERING SERVICES
PROPOSED IMPROVEMENTS
TO W-15 CANAL
 SLIDELL, LOUISIANA



STRATUM
ENGINEERING, LLC

LOG OF BORING B-1
PROPOSED IMPROVEMENTS TO W-15 CANAL
SLIDELL, LOUISIANA

TYPE OF BORING: AUGER ROTARY

LOCATION: WEIR AREA

PROJECT NO.: G13-037

| DEPTH, FT. | SOIL TYPE | SAMPLES | DESCRIPTION | N-BLOWS/FT. | UNCONFINED COMPRESSIVE STRENGTH tsf | HAND PENTROMETER tsf | TORVANE tsf | UNIT DRY WEIGHT pcf | MOISTURE CONTENT % | LIQUID LIMIT | PLASTICITY INDEX | % PASSING #200 SIEVE |
|------------|-----------|---------|--|-------------|--|----------------------------|----------------|------------------------|-----------------------|--------------|------------------|-------------------------|
| | | | 6" Silty Topsoil with organics | | | 4.00 | | | 13 | 21 | 3 | 65 |
| | | | Dense gray Sandy Silt with organics | | | | | | | | | |
| | | | Soft light gray Silty Clay with sand | | | 0.25 | | | 21 | | | |
| 5 | | | Firm to stiff tan and gray Lean Clay with sand | | 0.54 | 1.75 | | 100 | 21 | | | |
| | | | Stiff to very stiff tan and gray Sandy Lean Clay | | | 1.50 | | | 20 | | | |
| 10 | | | | | 1.30 | 2.50 | | 115 | 16 | 32 | 15 | |
| | | | Very stiff light gray Lean Clay with silt seams | | | 2.50 | | | 18 | | | |
| 15 | | | | | | | | | | | | |
| | | | | | | 3.50 | | | 19 | | | |
| 20 | | | Boring Terminated at 20 Feet | | | | | | | | | |
| | | | | | | | | | | | | |
| 25 | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| 30 | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| 35 | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| 40 | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| 45 | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| 50 | | | | | | | | | | | | |

DEPTH OF BORING: 20 Feet
DATE: 5/16/2013

GROUNDWATER: Dry Upon Completion of Drilling



STRATUM
ENGINEERING, LLC

LOG OF BORING B-2
PROPOSED IMPROVEMENTS TO W-15 CANAL
SLIDELL, LOUISIANA

TYPE OF BORING: WET ROTARY

LOCATION: HIGH WATER OVERFLOW AREA PROJECT NO.: G13-037

| DEPTH, FT. | SOIL TYPE | SAMPLES | DESCRIPTION | N-BLOWS/FT. | UNCONFINED COMPRESSIVE STRENGTH tsf | HAND PENTROMETER tsf | TORVANE tsf | UNIT DRY WEIGHT pcf | MOISTURE CONTENT % | LIQUID LIMIT | PLASTICITY INDEX | % PASSING #200 SIEVE |
|------------|-----------|---------|--|-------------|--|----------------------------|----------------|------------------------|-----------------------|--------------|------------------|-------------------------|
| | | | 6" Silty Topsoil with organics | | | 2.50 | | | 17 | | | |
| | | | Medium dense gray Sandy Silt with organics | | | | | | | | | |
| | | | Soft light gray Lean Clay with sand | | 0.35 | 0.75 | | 110 | 21 | 28 | 11 | 74 |
| 5 | | | | | | 1.00 | | | 22 | | | |
| | | | Stiff to very stiff tan and light gray Sandy Lean Clay | | 1.25 | 1.50 | | 115 | 17 | | | |
| 10 | | | | | | 3.25 | | | 18 | | | |
| | | | | | | | | | | | | |
| 15 | | | Very stiff light gray Lean Clay with sand layers | | 1.91 | 3.00 | | 100 | 21 | | | |
| | | | | | | | | | | | | |
| 20 | | | | | | 3.25 | | | 23 | | | |
| | | | | | | | | | | | | |
| 25 | | | Stiff greenish gray Lean to Fat Clay | | 1.12 | 2.50 | | 83 | 35 | | | |
| | | | | | | | | | | | | |
| 30 | | | Stiff gray Sandy Fat Clay | | | 1.50 | | | 28 | | | |
| | | | | | | | | | | | | |
| 35 | | | Soft to firm gray Fat Clay | | 0.42 | 0.75 | | 72 | 48 | 69 | 45 | |
| | | | | | | | | | | | | |
| 40 | | | - stiff at 38' | | | 1.25 | | | 41 | | | |
| | | | | | | | | | | | | |
| 45 | | | Firm gray Sandy Lean Clay | | 0.88 | 0.75 | | 99 | 27 | | | |
| | | | | | | | | | | | | |
| 50 | | | | | | 0.75 | | | 25 | | | |
| | | | | | | | | | | | | |

DEPTH OF BORING: 70 Feet
DATE: 5/16/2013

GROUNDWATER: Encountered at 8 Feet During Drilling Operations



STRATUM
ENGINEERING, LLC

LOG OF BORING B-2 (continued)
PROPOSED IMPROVEMENTS TO W-15 CANAL
SLIDELL, LOUISIANA

TYPE OF BORING: WET ROTARY

LOCATION: HIGH WATER OVERFLOW AREA PROJECT NO.: G13-037

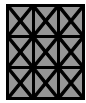
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|------------|-----------|---------|------------------------------------|-------------|--|----------------------------|----------------|------------------------|-----------------------|--------------|------------------|-------------------------|
| 55 | | X | Very dense light gray Silty Sand | 50+ | | | | | 20 | | | 32 |
| 60 | | X | Medium dense light gray Sandy Silt | 13 | | | | | 25 | | | |
| 65 | | X | - with some clay at 63' | 10 | | | | | 27 | | | 64 |
| 70 | | X | Loose gray Silty Sand | 9 | | | | | 21 | | | |
| 75 | | | Boring Terminated at 70 Feet | | | | | | | | | |
| 80 | | | | | | | | | | | | |
| 85 | | | | | | | | | | | | |
| 90 | | | | | | | | | | | | |
| 95 | | | | | | | | | | | | |
| 100 | | | | | | | | | | | | |

DEPTH OF BORING: 70 feet
DATE: 5/16/2013

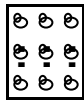


KEY TO TERMS AND SYMBOLS USED ON LOGS

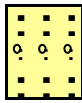
SOIL TYPE



ROCK



GRAVEL



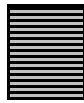
SAND



SILT

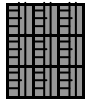


CLAY

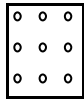


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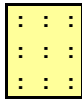
MODIFIERS



STONE



GRAVELY



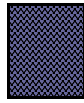
SANDY



SILTY

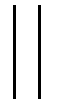


CLAYEY

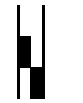


FILL

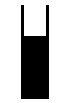
SAMPLER TYPE



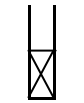
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SAMPLE



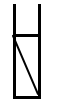
AUGER
SAMPLE



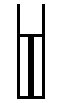
SHELBY
TUBE



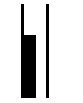
SPLIT
SPOON



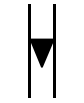
NO
RECOVERY



ROCK
CORE



2" SHELBY
TUBE



TXDOT
CONE

UNIFIED SOIL CLASSIFICATION SYSTEM - ASTM D 2487 (1980)

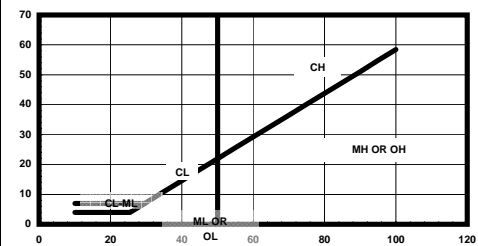
| MAJOR DIVISIONS | | | LETTER SYMBOL | TYPICAL DESCRIPTIONS | | |
|---|--|--|--|--|----|---|
| COARSE GRAINED SOILS LESS THAN 50% PASSING NO. 4 SIEVE | GRAVEL & GRAVELLY SOILS LESS THAN 50% PASSING NO. 4 SIEVE | CLEAN GRAVEL (LITTLE OR NO FINES) | GW | WELL GRADED GRAVEL, GRAVEL-SAND MIXTURES WITH LITTLE OR NO FINES | | |
| | | | GP | POORLY GRADED GRAVEL, GRAVEL-SAND MIXTURES WITH LITTLE OR NO FINES | | |
| | | W/ APPRECIABLE FINES | GM | SILTY GRAVEL, GRAVEL-SAND-SILT MIXTURES | | |
| | | | GC | CLAYEY GRAVELS, GRAVEL-SAND-CLAY MIXTURES | | |
| | SANDS MORE THAN 50% PASSING NO. 4 SIEVE | CLEAN SANDS LITTLE FINES | SW | WELL GRADED SAND, GRAVELY SAND (LITTLE FINES) | | |
| | | | SP | POORLY GRADED SANDS, GRAVELY SAND (L.FINES) | | |
| | | SANDS WITH APPRECIABLE FINES | SM | SILTY SANDS, SAND-SILT MIXTURES | | |
| | | | SC | CLAYEY SANDS,SAND-CLAY MIXTURES | | |
| | | | FINE GRAINED SOILS MORE THAN 50% PASSING NO. 200 SIEVE | SILTS AND CLAYS LIQUID LIMIT LESS THAN 50 | ML | INORGANIC SILTS & VERY FINE SANDS,ROCK FLOUR SILTY OR CLAYEY FINE SANDS OR CLAYEY SILT W/ LOW PI |
| | | | | | CL | INORGANIC CLAY OF LOW TO MEDIUM PI LEAN CLAY GRAVELY CLAYS, SANDY CLAYS, SILTY CLAYS |
| OL | ORGANIC SILTS & ORGANIC SILTY CLAYS OF LOW PI | | | | | |
| SILTS AND CLAYS LIQUID LIMIT GREATER THAN 50 | MH | INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SANDY OR SILTY SOILS, ELASTIC SILTS | | | | |
| | CH | INORGANIC CLAYS OF HIGH PLASTICITY FAT CLAYS | | | | |
| | OH | ORGANIC CLAYS OF MED TO HIGH PI, ORGANIC SILT | | | | |
| HIGHLY ORGANIC SOIL | | | PT | PEAT AND OTHER HIGHLY ORGANIC SOILS | | |
| UNCLASSIFIED FILL MATERIALS | | | ARTIFICIALLY DEPOSITED AND OTHER UNCLASSIFIED SOILS AND MAN MADE SOIL MIXTURES | | | |

CONSISTENCY OF COHESIVE SOILS

| CONSISTENCY | SHEAR STRENGTH IN TONS/FT ² |
|-------------|--|
| VERY SOFT | 0. TO 0.125 |
| SOFT | 0.125 TO 0.25 |
| FIRM | 0.25 TO 0.5 |
| STIFF | 0.5 TO 1.0 |
| VERY STIFF | 1.0 TO 2.0 |
| HARD | > 2.0 OR 2.0+ |

RELATIVE DENSITY - GRANULAR SOILS

| CONSISTENCY | N-VALUE (BLOWS/FOOT) |
|--------------|----------------------|
| VERY LOOSE | 0-4 |
| LOOSE | 4-9 |
| MEDIUM DENSE | 10-29 |
| DENSE | 30-49 |
| VERY DENSE | > 50 OR 50+ |



ABBREVIATIONS

HP - HAND PENETROMETER

TV - TORVANE

MV - MINIATURE VANE

UC - UNCONFINED COMPRESSION TEST

UU - UNCONSOLIDATED UNDRAINED TRIAXIAL

CU - CONSOLIDATED UNDRAINED

NOTE: PLOT INDICATES SHEAR STRENGTH AS OBTAINED BY ABOVE TESTS

CLASSIFICATION OF GRANULAR SOILS

U.S. STANDARD SIEVE SIZE(S)

| BOUL- -DERS | COBBLES | GRAVEL | | SAND | | | SILT OR CLAY | CLAY |
|------------------|---------|--------|------|--------|--------|-------|--------------|-------|
| | | COARSE | FINE | COARSE | MEDIUM | FINE | | |
| 152 | 76.2 | 19.1 | 4.76 | 2.0 | 0.42 | 0.074 | | 0.002 |
| GRAIN SIZE IN MM | | | | | | | | |

— DELAYED GROUNDWATER LVL
— LEVEL GROUNDWATER ENCOUNTERED

APPENDIX II

14.47'

13.5' sheet
pile wall

14.56'

5.60'

5.69'

APPENDIX B- Permits

Fish and Wildlife Service
646 Cajundome Blvd.
Suite 400
Lafayette, LA 70506
Attn: Biological Science Technician



December 23, 2019

Fish and Wildlife Service
646 Cajundome Blvd.
Suite 400
Lafayette, LA 70506

Attn: Biological Science Technician

**RE: Lower W-15 Area Drainage Improvements – Canal Widening
Slidell, LA
St. Tammany Parish
DDG Project No. 11-143**

To Whom it May Concern:

Duplantis Design Group, P.C. (DDGPC) is preparing a Storm Water Pollution Prevention Plan (SWPPP) for the above referenced property, located in St. Tammany Parish, near Slidell, Louisiana. The project consists of cleaning and widening of the W-15 Canal beginning approximately 3,000 feet upstream of Military Road, continuing along the canal between Military Road and Old River Road, and extending downstream of Old River Road by approximately 2,030 feet. Various locations will be provided along the length of the project to allow for construction equipment access.

- Estimated project begin date – April 1, 2020
- Project end date – February 1, 2021

The location of the site can be found on the enclosed vicinity map. Upstream and downstream limits of the project are defined by the following coordinates:

- Upstream Limits: Latitude 30.2799N and Longitude 89.7259W
- Downstream Limits: Latitude 30.2639N and Longitude 89.7189W

In preparation of the SWPPP, we are in need of verification that no federally listed or endangered species or their designated critical habitat will be affected by the project.

Please determine if the proposed construction site or associated storm water discharges are within the vicinity of federally listed or endangered species, or their designated critical habitat. Please respond in writing so that I may complete the SWPPP. If you have any questions or need additional information, please contact me at 985-249-6180 or via email at jtillery@ddgpc.com.

Sincerely,
Duplantis Design Group, P.C.

Joel Tillery, P.E.
Senior Project Manager

DUPLANTIS DESIGN GROUP, PC

16564 East Brewster Road, Suite 101, Covington, LA 70433
Phn 985.249.6180 \ Fax 985.249.6190

BATON ROUGE
HOUSTON

COVINGTON
THIBODAUX

Louisiana Department of Wildlife and Fisheries
P.O. Box 98000
2000 Quail Dr.
Baton Rouge, LA 70898



December 23, 2019

Louisiana Department of Wildlife and Fisheries
P.O. Box 98000
2000 Quail Dr.
Baton Rouge, LA 70898

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Senior Project Manager

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16564 East Brewster Road, Suite 101, Covington, LA 70433
Phn 985.249.6180 \ Fax 985.249.6190

BATON ROUGE
HOUSTON

COVINGTON
THIBODAUX



**DEPARTMENT OF NATURAL RESOURCES
OFFICE OF COASTAL MANAGEMENT**

P.O. BOX 44487
BATON ROUGE, LOUISIANA 70804-4487
(225)342-7591
1-800-267-4019

COASTAL USE PERMIT/CONSISTENCY DETERMINATION

C.U.P. No.: P20141257 (Extended)

C.O.E. No.:

NAME: **ST. TAMMANY PARISH GOVERNMENT**
c/o BIOLOGICAL SURVEYS, INC.
P. O. BOX 94
COVINGTON, LA 70433
Attn: Thomas K. Brown

LOCATION: **Saint Tammany Parish, LA**
Lat 30° 17' 25.08"N, Long 89° 44' 32.47"W; Sections 17, 18, 37, T9S-R15E; Section 1, T9S-R14E; Lower French Branch Canal (W15), Slidell, LA. See plats for additional coordinates.

DESCRIPTION: Proposed construction of a 54-acre stormwater detention pond and drainage improvements to the Lower French Branch Canal. Approx. 338,815 c.y. of native material will be excavated and hauled off-site and 1,185 c.y. will be excavated and placed on site.

This extended permit supersedes the original permit which was issued July 5, 2016.

In accordance with the rules and regulations of the Louisiana Coastal Resources Program and Louisiana R.S. 49, Sections 214.21 to 214.41, the State and Local Coastal Resources Management Act of 1978, as amended, the permittee agrees to:

1. Carry out, perform, and/or operate the use in accordance with the permit conditions, plans and specifications approved by the Department of Natural Resources.
2. Comply with any permit conditions imposed by the Department of Natural Resources.
3. Adjust, alter or remove any structure or other physical evidence of the permitted use if, in the opinion of the Department of Natural Resources, it proves to be beyond the scope of the use as approved or is abandoned.
4. Provide, if required by the Department of Natural Resources, an acceptable surety bond in an appropriate amount to ensure adjustment, alteration, or removal should the Department of Natural Resources determine it necessary.
5. Hold and save the State of Louisiana, the local government, the department, and their officers and employees harmless from any damage to persons or property which might result from the use, including the work, activity, or structure permitted.
6. Certify that the use has been completed in an acceptable and satisfactory manner and in accordance with the plans and specifications approved by the Department of Natural Resources. The Department of Natural Resources may, when appropriate, require such certification to be given by a registered professional engineer.
7. All terms of the permit shall be subject to all applicable federal and state laws and regulations.
8. This extended permit, or a copy thereof, shall be available for inspection at the site of work at all times during operations.
9. The applicant will notify the Office of Coastal Management of the date on which initiation of the permitted activity described under the "Coastal Use Description" began. The applicant shall notify the Office of Coastal Management by entering a commencement date through the online system, or by mailing said information to OCM.
10. Unless specified elsewhere in this extended permit, this extended permit authorizes the initiation of the coastal use described under "Coastal Use Description" for two (2) years from the date of the signature of the Secretary or his designee on the original permit which was July 5, 2016. If the coastal use is not initiated within this two (2) year period, then this extended permit will expire and the applicant will be required to submit a new application. Initiation of the coastal use, for the purposes of this permit, means the actual physical beginning of the use of activity for which the permit is required. Initiation does not include preparatory activities, such as movement of equipment onto the coastal use site, expenditure of funds, contracting out of work, or performing activities which by themselves do not require a permit. In addition, the permittee must, in good faith, and with due diligence, reasonably progress toward completion of the project once the coastal use has been initiated.
11. The following special conditions must also be met in order for the use to meet the guidelines of the Coastal Resources Program:
 - a. This extended permit does not convey any property rights, mineral rights, or exclusive privileges; nor does it authorize injury to property.
 - b. All logs, stumps and other debris encountered during dredging activities shall be removed from the site during or immediately after the activity and disposed of in accordance with all applicable laws and regulations.



- c. That permittee shall insure that all sanitary sewage and/or related domestic wastes generated during the subject project activity and at the site, thereafter, as may become necessary shall receive the equivalent of secondary treatment (30 mg/l BOD5) with disinfection prior to discharge into any of the streams or adjacent waters of the area or, in the case of total containment, shall be disposed of in approved sewerage and sewage treatment facilities, as is required by the State Sanitary Code. Such opinion as may be served by those comments offered herein shall not be construed to suffice as any more formal approval(s) which may be required of possible sanitary details (i.e. provisions) scheduled to be associated with the subject activity. Such shall generally require that appropriate plans and specifications be submitted to the Department of Health and Hospitals for purpose of review and approval prior to any utilization of such provisions.
- d. To mitigate for the unavoidable loss of ± 2.82 acres of Bottomland Hardwood habitat, the Office of Coastal Management received documentation on 6/13/2016 that the permittee has purchased 1.80 acres of Bottomland Hardwood habitat credit from the Enterprise Woodlands Mitigation Bank. This purchase will satisfy the requirements for compensatory mitigation and allow permittee to conduct the activities authorized under this permit.
- e. All equipment utilized to perform activities authorized under this permit shall stay within the access routes and work areas designated on the permit plats utilizing the least damaging route and/or open water areas.
- f. Permittee is subject to all applicable state laws related to damages which are demonstrated to have been caused by this action.
- g. Permittee shall allow representatives of the Office of Coastal Management or authorized agents to make periodic, unannounced inspections to assure the activity being performed is in accordance with the conditions of this permit.
- h. Permittee shall comply with all applicable state laws regarding the need to contact the Louisiana One Call (LOC) system (1-800-272-3020) to locate any buried cables and pipelines.
- i. This extended permit authorizes the initiation of the Coastal Use described under "Coastal Use Description" for two (2) years from the date of the signature of the Secretary or his designee on the original permit which was July 5, 2016. Initiation of the Coastal Use, for purposes of this extended permit, means the actual physical beginning of the use or activity for which the permit is required. Initiation does not include preparatory activities, such as movement of equipment onto the Coastal Use site, expenditure of funds, contracting out of work, or performing activities which by themselves do not require a permit. In addition, Permittee must, in good faith and with due diligence, reasonably progress toward completion of the project once the Coastal Use has been initiated. If the Coastal Use is not initiated within this two (2) year period, an extension may be granted pursuant to the requirements contained in the Rules and Procedures for Coastal Use Permits (Title 43:I.723.D.). Please note that a request for permit extension MUST be made no sooner than one hundred eighty (180) days and no later than sixty (60) days prior to the expiration of the permit.

The expiration date of this extended permit is eight (8) years from the date of the signature of the Secretary or his designee on the original permit which was July 5, 2016.

Upon expiration of this extended permit, a new Coastal Use Permit will be required for completion of any unfinished or uncommenced work items and for any maintenance activities involving dredging or fill that may become necessary. Other types of maintenance activities may also require a new Coastal Use Permit.

- j. This determination does not eliminate the need to obtain a permit from the United States Army, Corps of Engineers or any other Federal, state or local approval that may be required by law. The drawings submitted with your referenced application are attached hereto and made a part of the record.

***** End of Conditions *****

Page: 3 of 4
C.U.P. No.: P20141257 (Extended)
C.O.E. No.:



By accepting this extended permit the applicant agrees to its terms and conditions.

I affix my signature and issue this extended permit this 4th day of June, 2021.

THE DEPARTMENT OF NATURAL RESOURCES

Karl L. Morgan, Administrator
Office of Coastal Management

This agreement becomes binding when signed by Administrator of
the Office of Coastal Management Permits/Mitigation Division, Department of Natural Resources.

Attachments



Final Plats:

1) [P20141257](#) [Final Plats](#) [03/22/2016](#)

cc: Martin Mayer, COE w/attachments
Dave Butler, LDWF w/attachments
Jordan Cobbs, OCM w/attachments
Craig Leblanc, OCM/FI w/attachments
Saint Tammany Parish w/attachments

ST. TAMMANY PARISH GOVERNMENT w/attachments

DEPARTMENT OF THE ARMY PERMIT

Permittee: Mr. Charles Williams, St. Tammany Parish Government

Permit No.: MVK-2013-1001

Issuing Office: CEMVK-OD-F

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: The applicant proposes to construct a 54-acre retention pond and widen/ deepen 1.4 miles the W-15 (French Branch) Canal (encl 1).

Acres Impacted: 21.4 acres of forested wetlands
8.2 acres of other waters of the U.S.

Required Mitigation:

Non-Coastal Wetland Impacts:

- Dolly-T Mitigation Bank (HUC 03180004): 158 wetland credits
- Honey Island Mitigation Bank (HUC 03180004): 28.2 wetland credits

Coastal Impacts:

- Enterprise Woodlands Mitigation Bank: 1.8 acres of bottomland hardwood credits has been purchased for 2.8 acres of coastal wetland impacts (HUC 08090301)

Project Location: Section 17, 18 and 37, T9S-R15E, within the Pearl River Drainage Basin (8-digit HUC 03180004), St. Tammany Parish, Louisiana (Latitude 30.2903 N and Longitude -89.7424 W).

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on _____. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above

Letter
Enclosure 1

date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4, below. Should you wish to cease to maintain the authorized activity, or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions (encl 2).
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being, or has been, accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

1. The permittee shall use best management practices during construction of the project to minimize erosion at the site and prevent sedimentation offsite.
2. The permittee shall approve any offsite borrow area(s) and insure that in obtaining the borrow material, there are no unauthorized impacts to jurisdictional waters of the United States and/or cultural resource sites eligible or potentially eligible for inclusion in the National Register of Historic Places. If permits or other clearances are required for the use of the borrow site, those approvals must be obtained by the landowner of the site or his agent prior to use of the site for borrow.
3. As compensatory mitigation for unavoidable wetland impacts the permittee shall purchase 158 wetland credits from Dolly-T Mitigation Bank and 28.2 credits from Honey

Island Mitigation Bank (both mitigation banks located in HUC 03180004). Proof of purchase shall be provided to this office prior to the issuance of the final permit.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

() Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. §403).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project, or uses thereof, as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project, or uses thereof, as a result of current or future activities undertaken by, or on behalf of, the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you

provided.

5. **Reevaluation of Permit Decision.** This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

- a. You fail to comply with the terms and conditions of this permit.
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4, above).
- c. Significant new information surfaces which this office did not consider in reaching the original public interest decision. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7, or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. **Extensions.** General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

Patricia P. Brister 8/31/16
(PERMITTEE) PATRICIA P. BRISTER (DATE)
~~Charles Williams~~ PARISH PRESIDENT
St. Tammany Parish Government

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

(DISTRICT COMMANDER) (DATE)
Michael C. Derosier
Colonel, Corps of Engineers
District Commander

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

(TRANSFEREE) (DATE)



**US Army Corps
of Engineers**
Vicksburg District
4155 Clay Street
Vicksburg, MS 39183-3435
www.mvk.usace.army.mil



Public Notice

| | |
|------------------|--|
| APPLICATION NO.: | MVK-2013-1001 |
| EVALUATOR: | Ms. Kristi Hall |
| PHONE NO.: | (601) 631-7528 |
| FAX NO.: | (601) 631-8459 |
| E-MAIL: | Kristi.W.Hall@usace.army.mil |
| DATE: | October 19, 2015 |
| EXPIRATION DATE: | November 9, 2015 |

Interested parties are hereby notified that the U.S. Army Corps of Engineers, Vicksburg District is considering an application for a Department of the Army permit for the work described herein. Comments should be forwarded to the Vicksburg District, Attention: CEMVK-OD-F, 4155 Clay Street, Vicksburg, Mississippi 39183-3435.

Application also has been made to the Louisiana Department of Environmental Quality, Office of Environmental Services for a Water Quality Certification in accordance with La. R.S. 30.2074(A)(93), and Section 401 of the Clean Water Act (P.L. 95-217). Additional information is on file with the above office, and may be inspected at any time between 8:00 a.m. and 4:30 p.m. weekdays. Copies may be obtained upon payment of cost of copying. Comments concerning the application can be filed with the Office of Environmental Services within 20 days of this notice to the following address: Office of Environmental Services, Post Office Box 4313, Baton Rouge, Louisiana 70821-4313.

Law Requiring a Permit: Section 404 of the Clean Water Act (33 U.S.C. 1344), which applies to discharges of dredged or fill material into waters of the United States.

Name of Applicant:
Mr. Charles Williams
St. Tammany Parish Government
Post Office Box 628
Covington, Louisiana 70434

Name of Agent:
Mr. Thomas K. Brown
Biological Surveys, Incorporated
Post Office Box 94
Covington, Louisiana 70434

Location of Work: Sections 17, 18 and 37, T9S- R15E, Latitude 30.2903, Longitude -89.7424, within the Pearl River Drainage Basin (8-digit USGS HUC 03180004), St. Tammany Parish, Louisiana.

Permit Encl 1

Description of Work: (See enclosed map and drawings.)

The following descriptions of the proposed project and associated impacts are based upon information provided by the applicant.

The applicant is applying for a Department of the Army permit to conduct regulated activities in jurisdictional wetlands for the purpose of constructing a 54-acre detention pond as well as widening and deepening approximately 1.4 miles of the W-15 (French Branch) Canal. The applicant's stated purpose is for drainage improvements and flood abatement.

Approximately 340,000 cubic yards of borrow material would be removed from the project area. This material would be hauled to an offsite location. Approximately 20.93 acres of wetlands would be excavated, and 0.49 acres would be filled.

The vegetative communities within the project area can best be described as mixed hardwood/pine and are dominated by Slash pine, Loblolly pine, Water oak, Post oak, Black Tupelo, Sweet bay, Youpon, Gallberry, Chinese tallow and Southern bayberry. Soils within the project area are primarily Myatt fine sandy loam, and Stough fine sandy loam, having a respective hydric component percent rating of 90 and 10 by the Natural Resource Conservation Service (NRCS).

The applicant proposes to mitigate for the unavoidable loss of jurisdictional impacts through permittee responsible mitigation. Impacts below the 5-foot contour would be mitigated at a commercial mitigation bank, approved for coastal impacts by the Louisiana Office of Coastal Management.

Upon reviewing this notice, you should write to this office to provide your opinion of the impacts this work would have on the natural and human environment and address any mitigation you believe is necessary to offset these impacts. Other comments are welcome, but the above information would further our review of the applicant's plan as proposed. Comments of a general nature are not as helpful as those specific to the impacts of the subject project.

State Water Quality Permit: The State Pollution Control Agency must certify that the described work would comply with the State's water quality standards and effluent limitations before a Corps permit is issued.

Cultural Resources: The Regulatory Archaeologist has reviewed the latest published version of the National Register of Historic Places, state lists of properties determined eligible, and other sources of information. The following is current knowledge of the presence or absence of historic properties and the effects of the proposed undertaking upon these properties. No known historic

properties exist in the proposed permit area. Copies of the public notice have been sent to Federally recognized Tribes and other interested parties for comment on potential effects to historic properties that could result from the proposed activity.

Endangered Species: Based on the Standard Local Operating Procedure for Endangered Species (SLOPES) as signed on December 1, 2014 between the U.S. Army Corps of Engineers, Vicksburg District and the U.S. Fish and Wildlife Service, it has been determined that the proposed activity would have no effect on the following species: West Indian Manatee, Red-cockaded Woodpecker. Our initial finding is that the proposed work would not affect the following species or their critical habitats: Sprague's pipit, Louisiana Quillwork, Atlantic Sturgeon. It has been determined that the proposed activity is not likely to adversely affect the following species: Dusky gopher frog and Alabama heelsplitter mussel. Based on SLOPES, it has been determined that the project is not likely to adversely affect the Ringed map turtle. Further coordination with the U.S. Fish and Wildlife Service would be conducted as part of the permit review process.

Flood Plain: In accordance with 44 CFR Part 60 (Flood Plain Management and Use), participating communities are required to review all proposed development to determine if a flood plain development permit is required. Flood plain administrators should review the proposed development described in this public notice and apprise this office of any flood plain development permit requirements. The project is completely located within the 100 year floodplain.

Evaluation Factors: The decision whether or not to issue a permit would be based upon an evaluation of the probable impact of the proposed activity on the public interest. That decision would reflect the national concern for both protection and utilization of important resources. The benefits which may be expected to accrue from the proposal must be balanced against its expected adverse effects. All factors which may be relevant to the proposal would be considered; among these are conservation, economics, aesthetics, general environmental concerns, historic values, fish and wildlife values, flood damage prevention, land use classification, navigation, recreation, water supply, water quality, energy needs, safety, food requirements and, in general, the needs and welfare of the people. Evaluation of the proposed activity would include application of the guidelines published by the Environmental Protection Agency under authority of Section 404(b) of the Clean Water Act.

Public Involvement: The purpose of this notice is to solicit comments from the public; Federal, State, and local agencies and officials; Indian Tribes; and other interested parties. These comments would be used to evaluate the impacts of this project. All comments would be considered and used to help determine whether to issue the permit, deny the permit, or issue the permit with conditions,

and to help us determine the amount and type of mitigation necessary. This information would be used in our Environmental Assessment or Impact Statement. Comments are also used to determine the need for a public hearing.

Opportunity for a Public Hearing: Any person may make a written request for a public hearing to consider this permit application. This request must be submitted by the public notice expiration date and must clearly state why a hearing is necessary. Failure of any agency or individual to comment on this notice would be interpreted to mean that there is no objection to the proposed work. Please bring this announcement to the attention of anyone you know who might be interested in this matter.

Notification of Final Permit Actions: Each month, the final permit actions from the preceding month are published on the Vicksburg District Regulatory web page. To access this information, you may follow the link from the Regulatory web page, <http://www.mvk.usace.army.mil/Missions/Regulatory.aspx>.

Thomas A. McCabe
Thomas A. McCabe
Acting, Evaluation Chief
Regulatory Branch



CEMVK-OD-FE KWH-2013-1001

ST. TAMMANY PARISH GOVERNMENT

DDG

DUPLANTIS DESIGN GROUP, PC
Civil Engineering • Architecture

34 LOUIS PRIMA DRIVE COVINGTON, LA 70433
PHONE: 983-496180 || FAX: 983-496190

WWW.DDGPC.COM

THIBODAUX | COVINGTON | HOUSTON | BATON ROUGE | HOUMA

1. VICINITY MAP

TENET POND & LOWER FRENCH BRANCH (W-15)
FRENCH BRANCH DRAINAGE PROJECT
SLIDELL, LA

ST. TAMMANY PARISH, LA

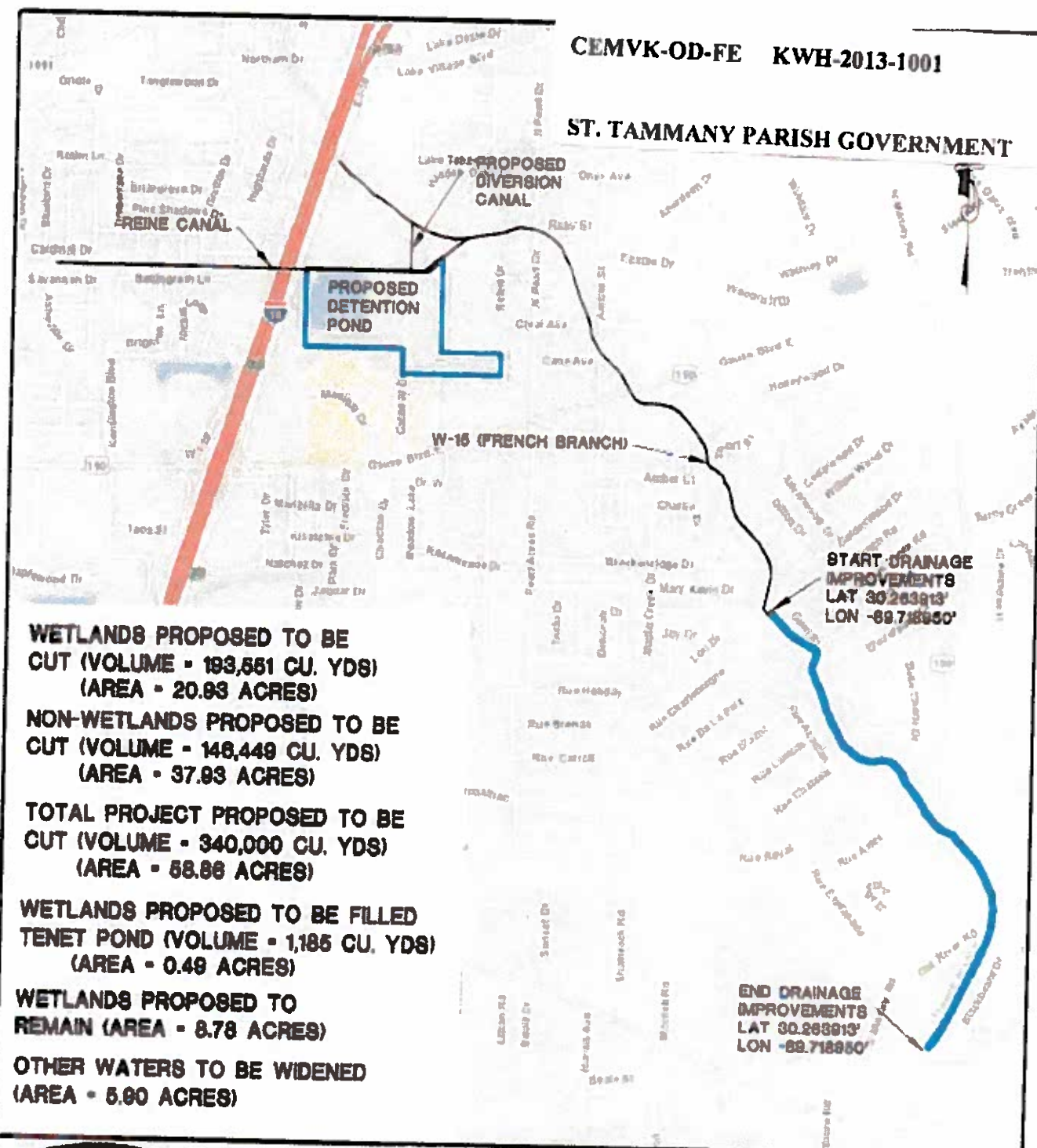
DATE: 5-12-15

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1 OF 15

CEMVK-OD-FE KWH-2013-1001

ST. TAMMANY PARISH GOVERNMENT



WETLANDS PROPOSED TO BE CUT (VOLUME = 193,551 CU. YDS)
(AREA = 20.93 ACRES)

NON-WETLANDS PROPOSED TO BE CUT (VOLUME = 148,449 CU. YDS)
(AREA = 37.93 ACRES)

TOTAL PROJECT PROPOSED TO BE CUT (VOLUME = 340,000 CU. YDS)
(AREA = 58.86 ACRES)

WETLANDS PROPOSED TO BE FILLED
TENET POND (VOLUME = 1,185 CU. YDS)
(AREA = 0.49 ACRES)

WETLANDS PROPOSED TO REMAIN (AREA = 8.78 ACRES)

OTHER WATERS TO BE WIDENED
(AREA = 5.00 ACRES)

DDG
WWW.DDGPC.COM

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2. AREA AND VOLUMES
TENET POND & LOWER FRENCH BRANCH (W-16)
FRENCH BRANCH DRAINAGE PROJECT
SLIDELL, LA
ST. TAMMANY PARISH, LA

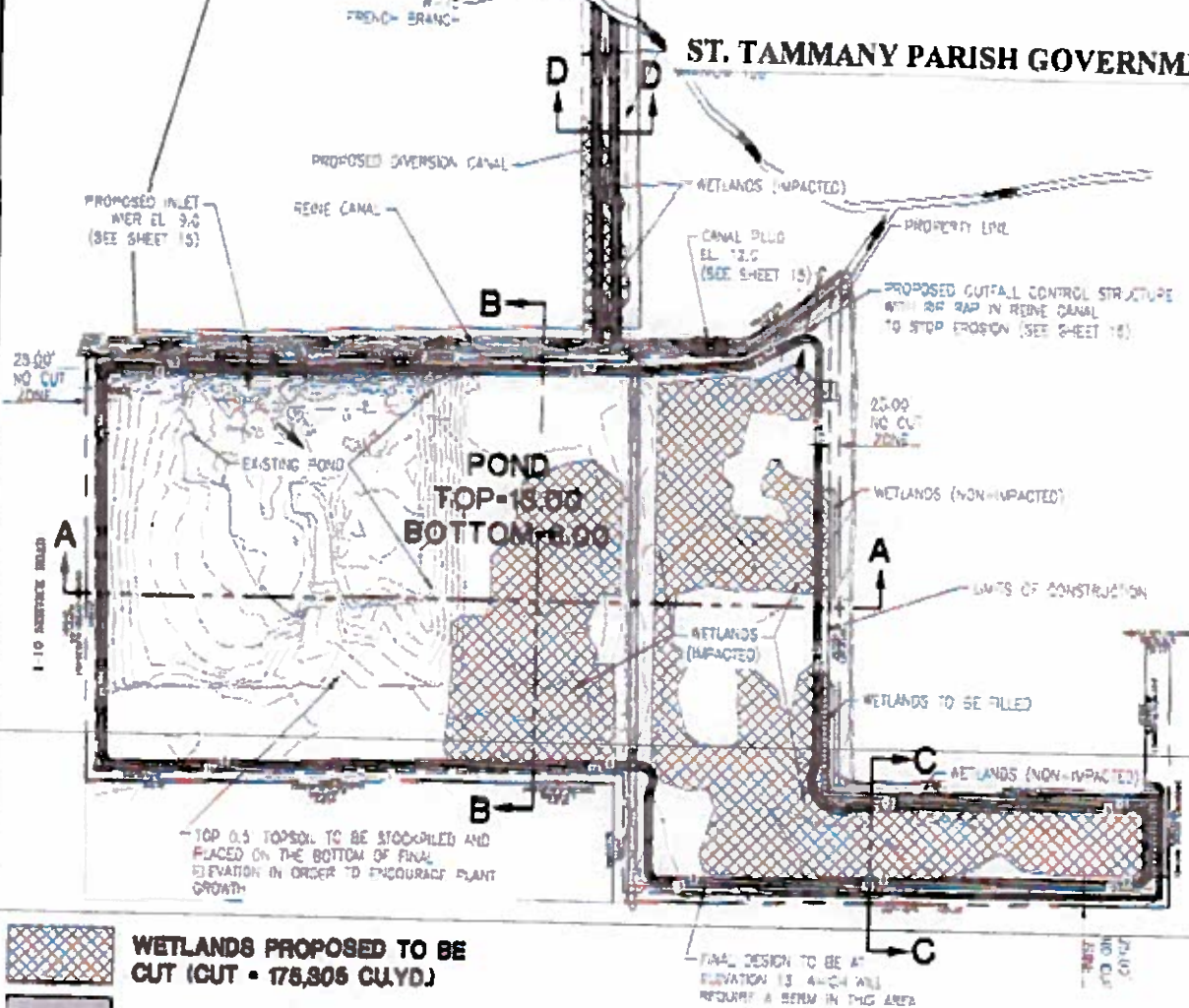
DATE: 5-12-15

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NOTE: W-15 (OTHER WATERS)
TO BE WIDENED

CEMVK-OD-FE KWH-2013-1001

ST. TAMMANY PARISH GOVERNMENT



-  **WETLANDS PROPOSED TO BE CUT (CUT - 175,806 CU.YD.)**
-  **WETLANDS TO REMAIN**
-  **WETLANDS PROPOSED TO BE FILLED (FILLED - 1,188 CU.YD.)**

SITE & GRADING PLAN

TOTAL PROJECT AREA - 155.14 ACRES



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3. GRADING PLAN

TENET POND & LOWER FRENCH BRANCH (W-15)
FRENCH BRANCH (W-15) DRAINAGE PROJECT
SECTION 1, TOWNSHIP 8S, RANGE 14E
ST. TAMMANY PARISH, LA

DATE: 5-12-13

UPDATED: 12-14-15

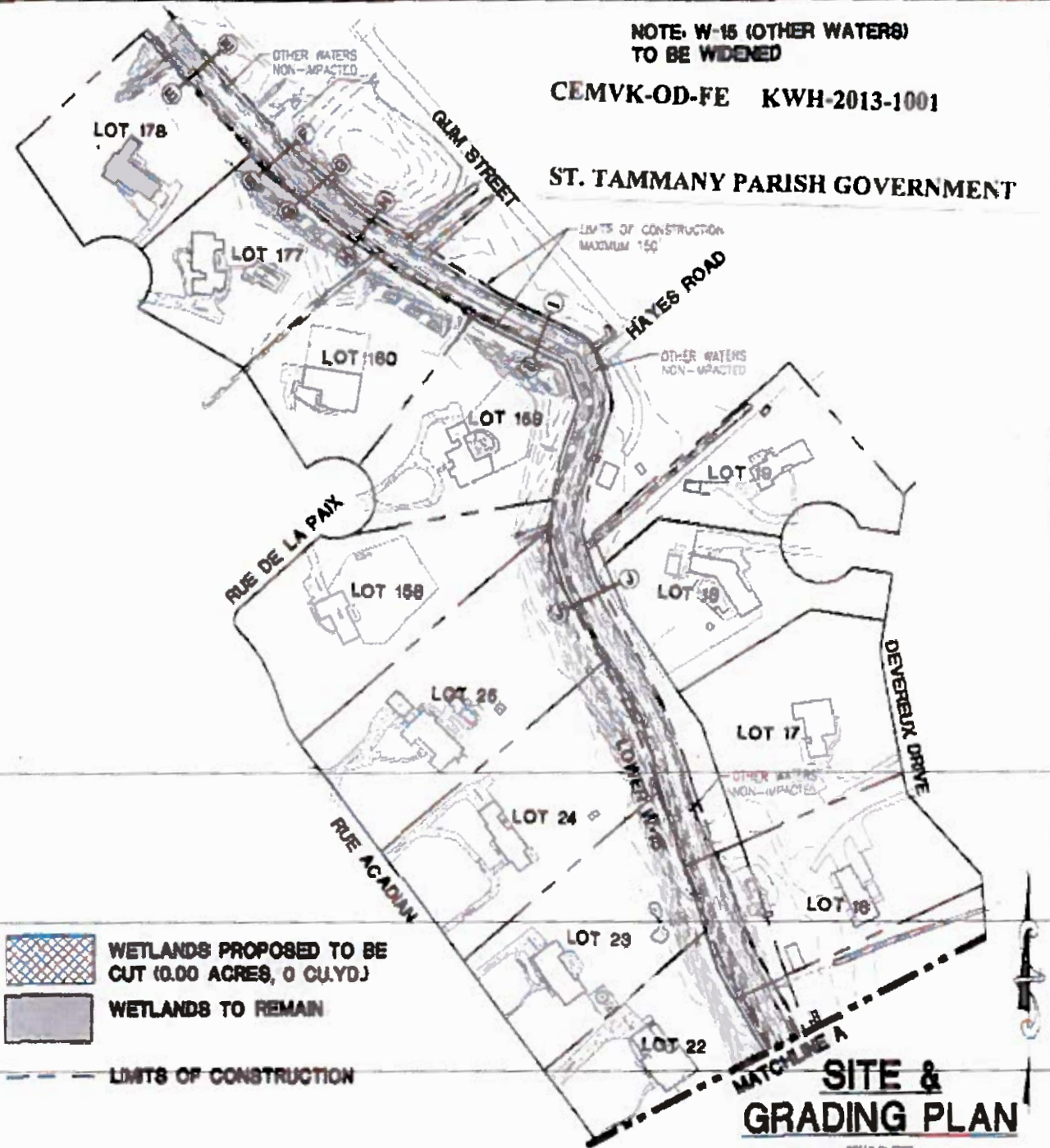
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PAGE 3 OF 15

NOTE: W-15 (OTHER WATERS)
TO BE WIDENED

CEMVK-OD-FE KWH-2013-1001

ST. TAMMANY PARISH GOVERNMENT



TOTAL PROJECT AREA - 155.14 ACRES

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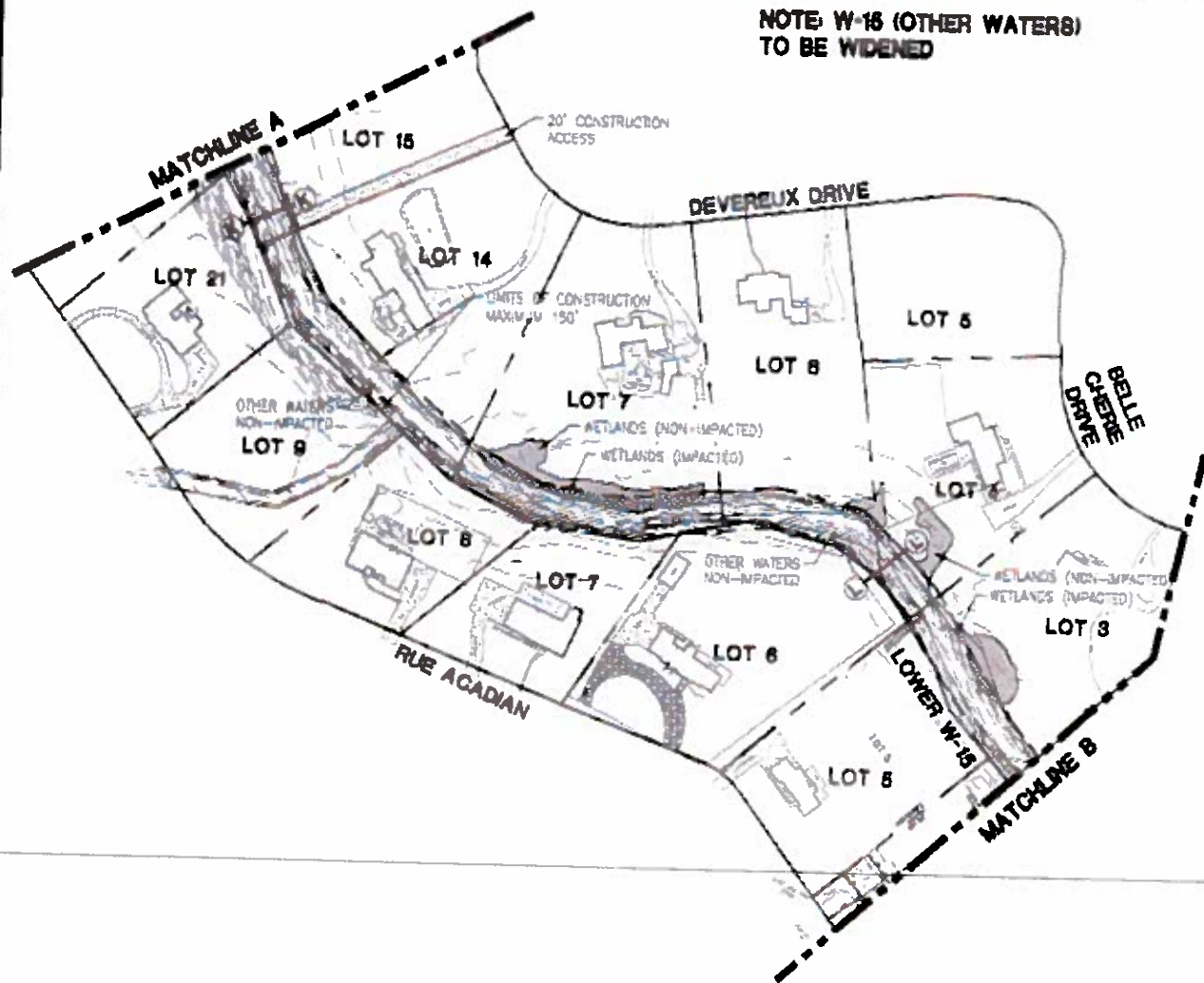
4. GRADING PLAN

TENET POND & LOWER FRENCH BRANCH (W-15)
FRENCH BRANCH (W-15) DRAINAGE PROJECT
SECTION 37, TOWNSHIP 9S, RANGE 15E
ST. TAMMANY PARISH, LA

DATE: 5-12-13

UPDATED: 10-14-13

NOTE: W-15 (OTHER WATERS)
TO BE WIDENED



CEMVK-OD-FE KWH-2013-1001

ST. TAMMANY PARISH GOVERNMENT

 WETLANDS PROPOSED TO BE CUT (0.18 ACRES, 182 CU.YD.)

 WETLANDS TO REMAIN (0.28 ACRES)

 LIMITS OF CONSTRUCTION

 20' CONSTRUCTION ACCESS

TOTAL PROJECT AREA • 155.14 ACRES

SITE & GRADING PLAN



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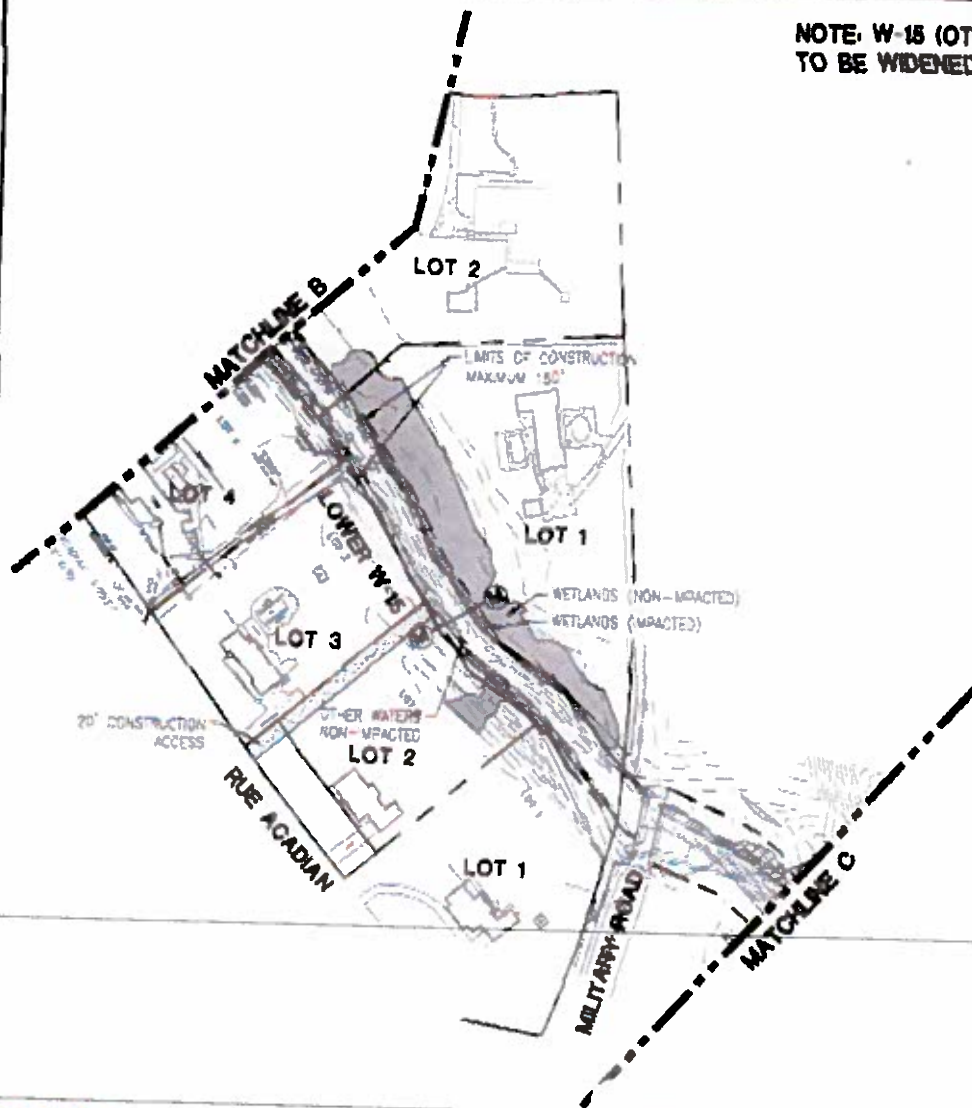
6. GRADING PLAN

TENET POND & LOWER FRENCH BRANCH (W-15)
FRENCH BRANCH (W-15) DRAINAGE PROJECT
SECTION 37, TOWNSHIP 98, RANGE 15E
ST. TAMMANY PARISH, LA

DATE: 5-12-15

UPDATED: 10-16-15

NOTE: W-15 (OTHER WATER8)
TO BE WIDENED



 WETLANDS PROPOSED TO BE CUT (0.10 ACRES, 98 CU.YD.)

 WETLANDS TO REMAIN (0.85 ACRES)

 LIMITS OF CONSTRUCTION

 20' CONSTRUCTION ACCESS

TOTAL PROJECT AREA = 188.14 ACRES

CEMVK-OD-FE KWH-2013-1001

ST. TAMMANY PARISH GOVERNMENT

SITE & GRADING PLAN



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6- GRADING PLAN

TENET POND & LOWER FRENCH BRANCH (W-15)
FRENCH BRANCH (W-15) DRAINAGE PROJECT
SECTION 37, TOWNSHIP, 92, RANGE 15E
ST. TAMMANY PARISH, LA

DATE: 2-12-15

UPDATED: 10-14-15

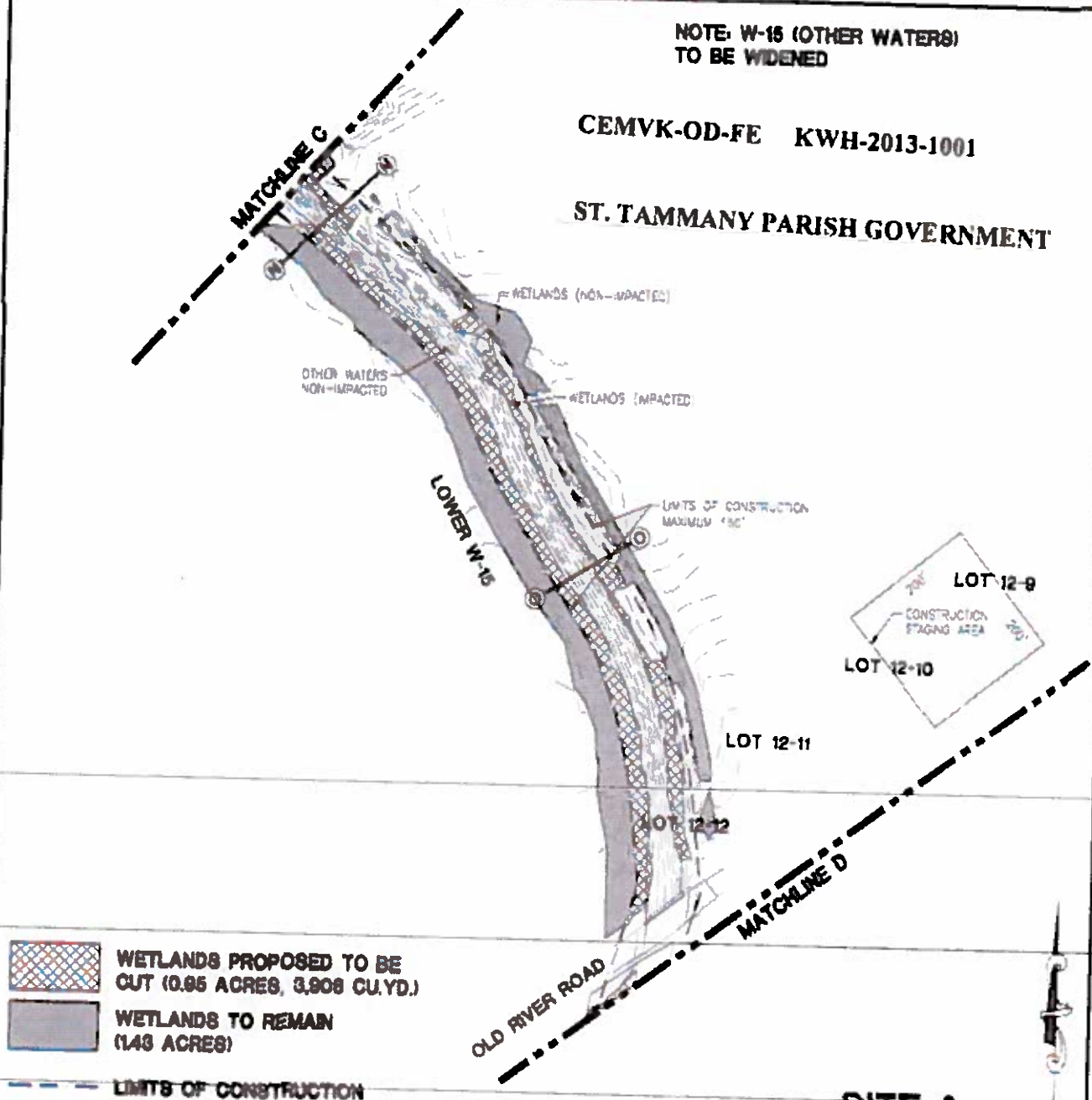
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PAGE 8 OF 13

NOTE: W-15 (OTHER WATERS)
TO BE WIDENED

CEMVK-OD-FE KWH-2013-1001

ST. TAMMANY PARISH GOVERNMENT



SITE & GRADING PLAN

TOTAL PROJECT AREA - 155.14 ACRES

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7. GRADING PLAN

TENET POND & LOWER FRENCH BRANCH (W-15)
FRENCH BRANCH (W-15) DRAINAGE PROJECT
SECTION 17, TOWNSHIP 9S, RANGE 15E
ST. TAMMANY PARISH, LA

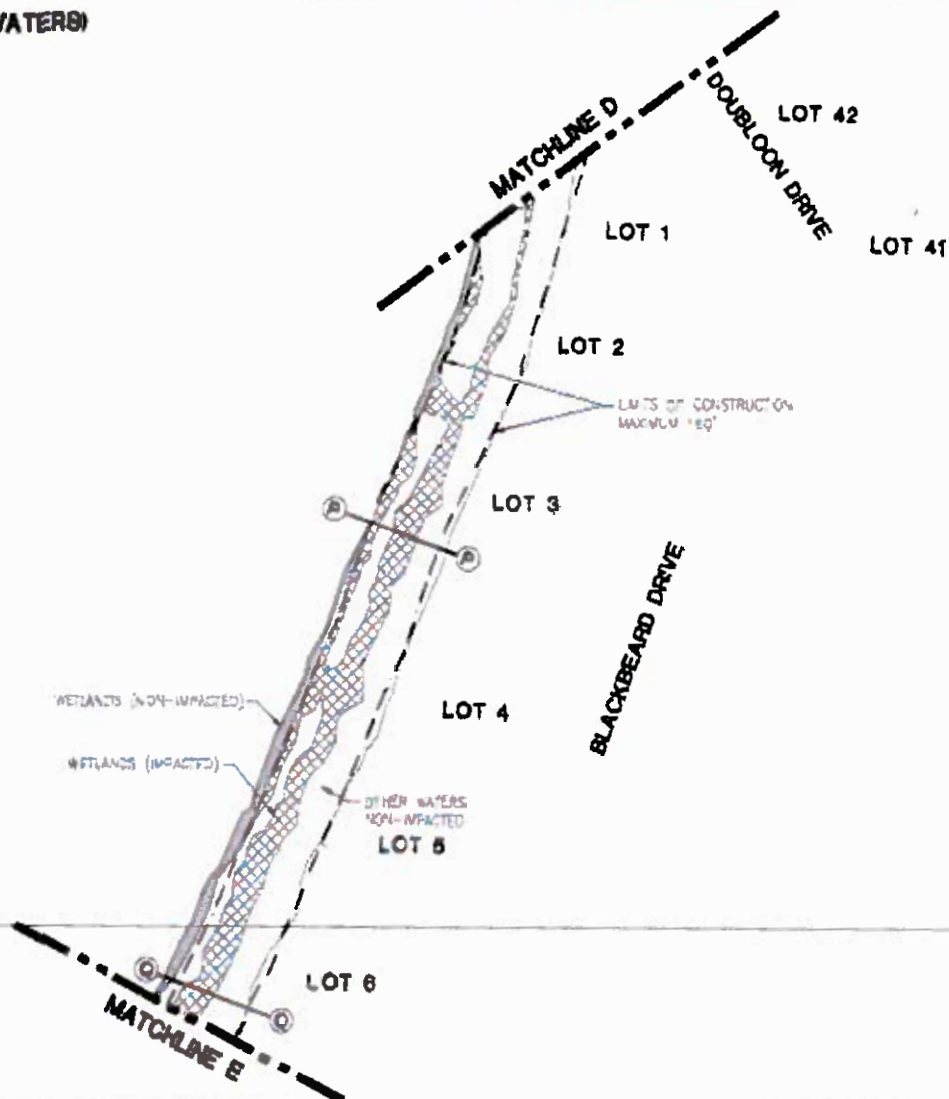
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UPDATED: 10-14-19

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PAGE 7 OF 13

NOTE: W-15 (OTHER WATERS)
TO BE WIDENED



 WETLANDS PROPOSED TO BE
OUT (0.82 ACRES, 7,030 CU.YD.)

 WETLANDS TO REMAIN

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ST. TAMMANY PARISH GOVERNMENT

SITE & GRADING PLAN

SCALE: 1" = 100'



TOTAL PROJECT AREA - 185.14 ACRES

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CIVIL ENGINEERING & ARCHITECTURE

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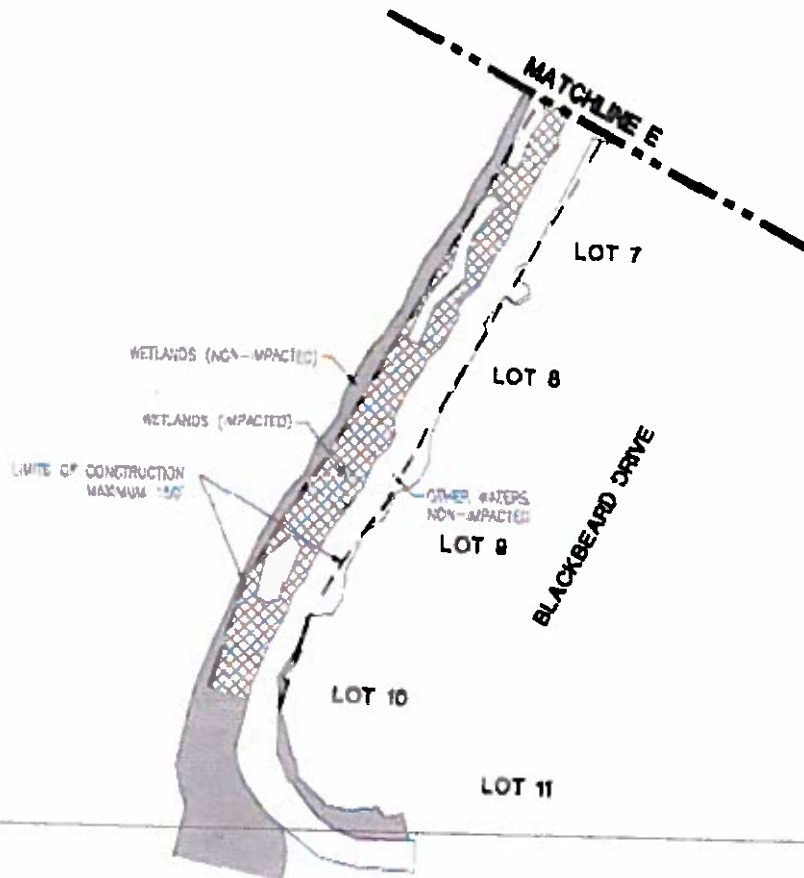
THIBODAUX | COVINGTON | HOUSTON | BATON ROUGE | MOBILE

B. GRADING PLAN
TENET POND & LOWER FRENCH BRANCH (W-15)
FRENCH BRANCH (W-15) DRAINAGE PROJECT
SECTION 17, TOWNSHIP 9S, RANGE 16E
ST. TAMMANY PARISH, LA

DATE: 5-12-15

UPDATED: 10-14-15

NOTE: W-15 (OTHER WATERS)
TO BE WIDENED



WETLANDS PROPOSED TO BE
CUT (0.82 ACRES, 7,030 CU.YD.)



WETLANDS TO REMAIN

--- LIMITS OF CONSTRUCTION

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ST. TAMMANY PARISH GOVERNMENT

SITE & GRADING PLAN

TOTAL PROJECT AREA - 165.14 ACRES



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8. GRADING PLAN

TENET POND & LOWER FRENCH BRANCH (W-15)

FRENCH BRANCH (W-15) DRAINAGE PROJECT

SECTION 17, TOWNSHIP 9S, RANGE 15E

ST. TAMMANY PARISH, LA

DATE: 5-12-15

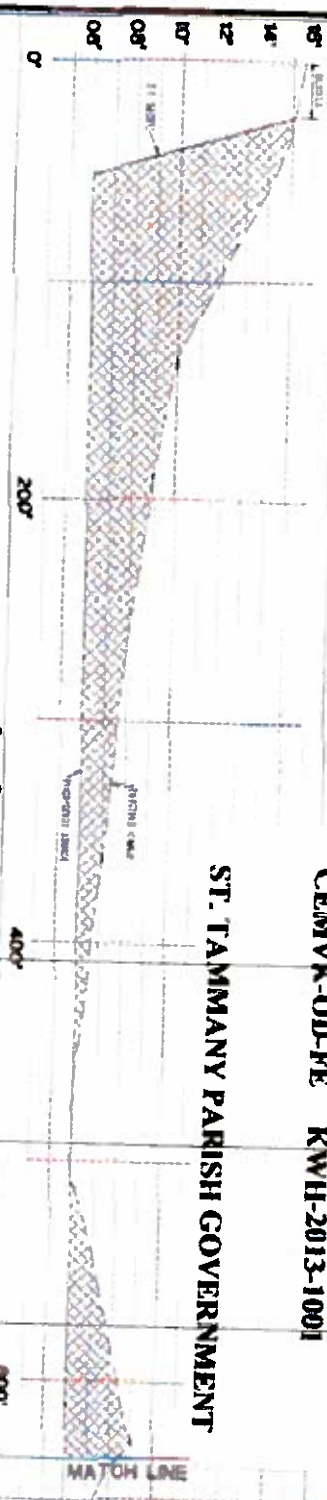
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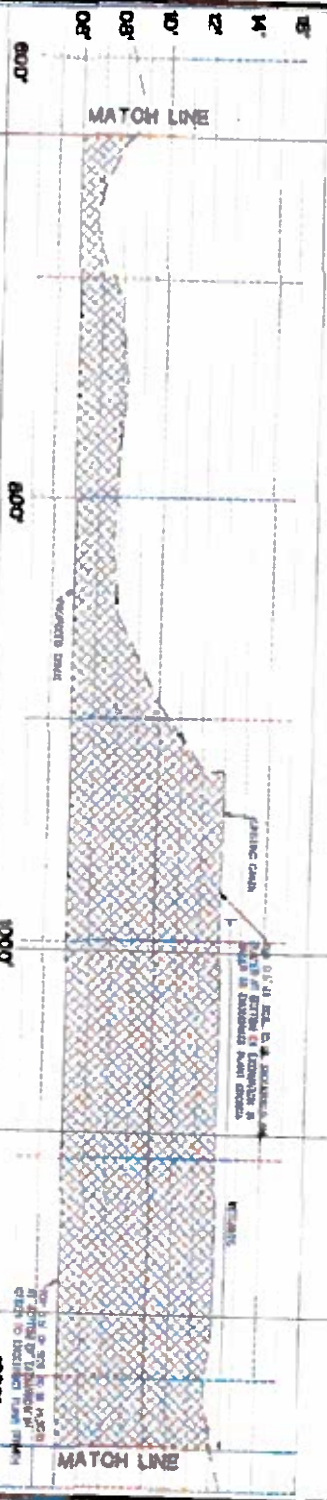
PAGE 9 OF 10

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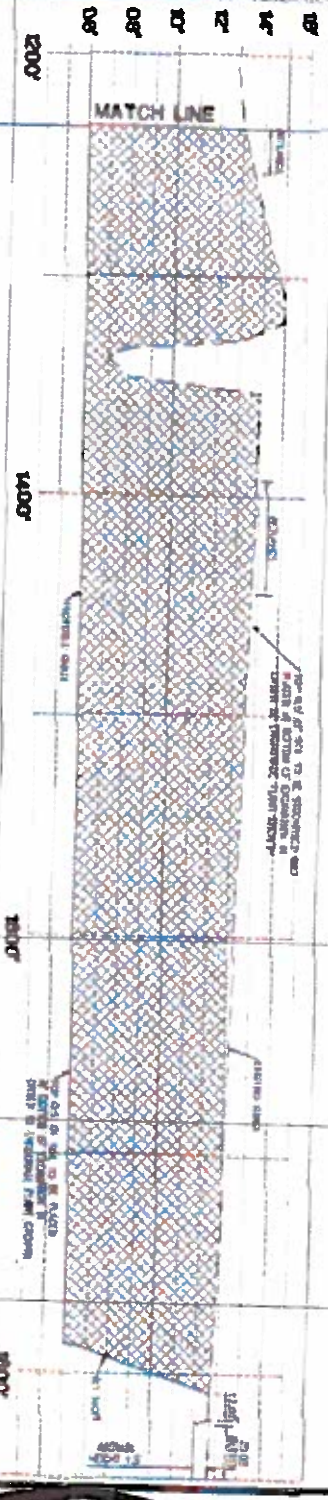
ST. TAMMANY PARISH GOVERNMENT



A-A 1



A-A 2



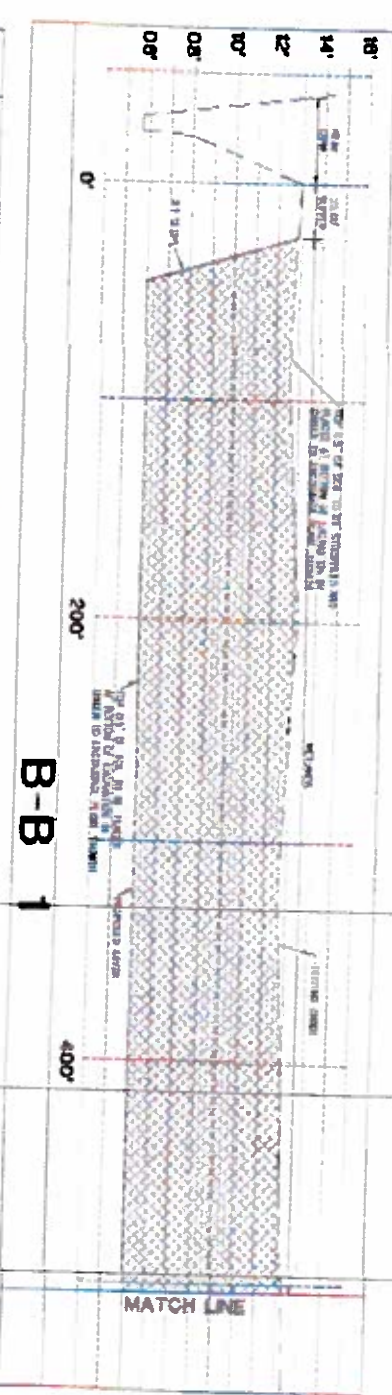
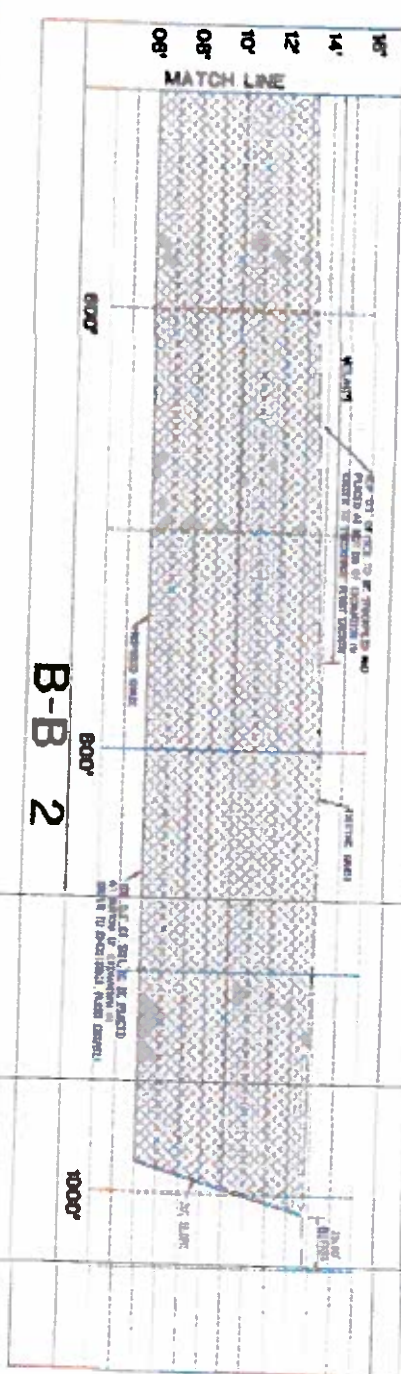
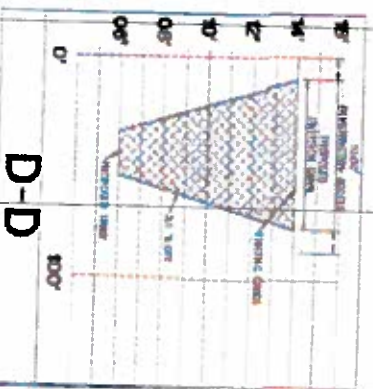
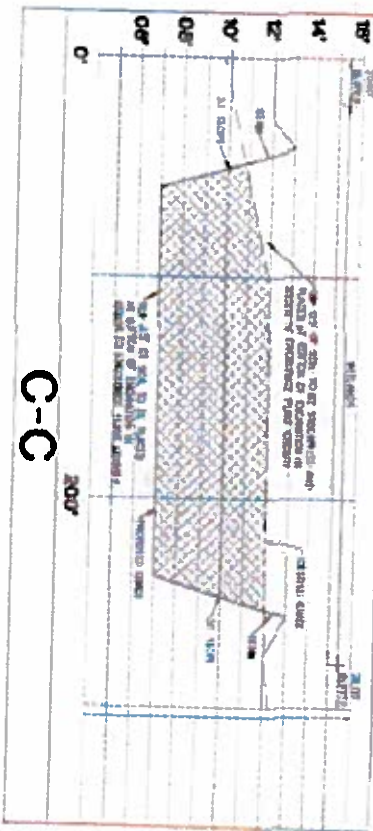
A-A 3



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10. CROSS SECTIONS
TENET POND & LOWER FRENCH BRANCH (W-16)
FRENCH BRANCH (W-16) DRAINAGE PROJECT
SECTION 37, TOWNSHIP 9S, RANGE 16E
ST. TAMMANY PARISH, LA

DATE: 5-12-15



C-C

B-B 2

B-B 1

D-D

MATCH LINE

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11. CROSS SECTIONS
TENET POND & LOWER FRENCH BRANCH (W-15)
FRENCH BRANCH (W-15) DRAINAGE PROJECT
SECTION 37, TOWNSHIP 98, RANGE 15E
ST. TAMMANY PARISH, LA

DATE: 5-12-15

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PAGE 11 OF 10

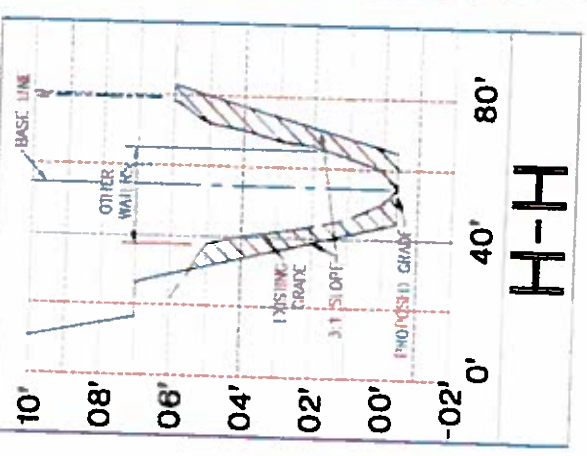
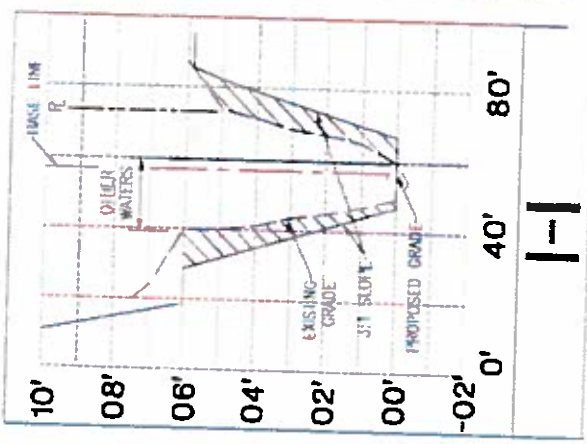
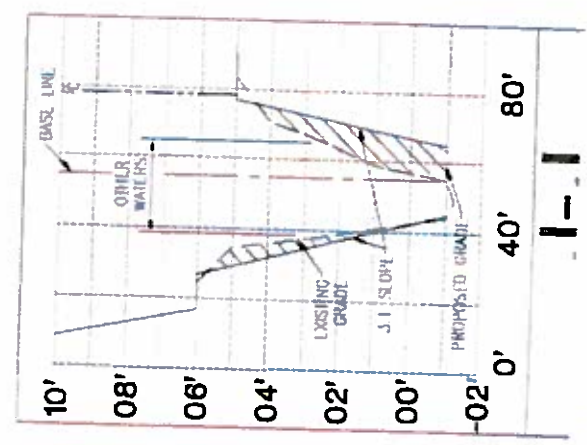
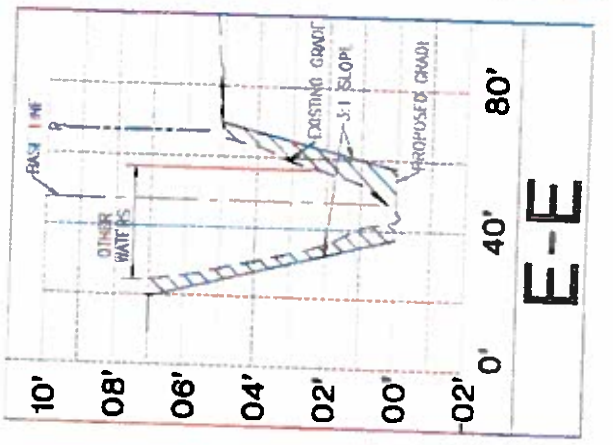
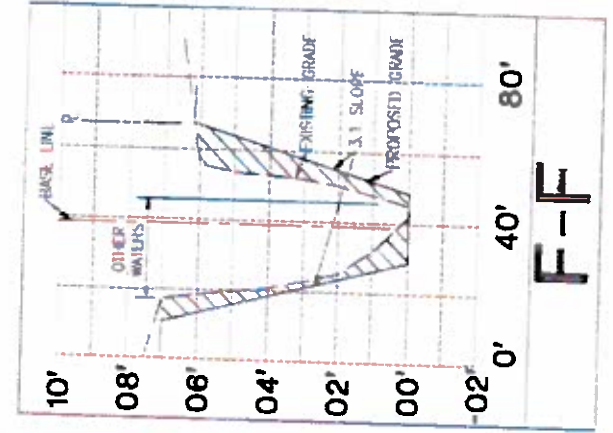
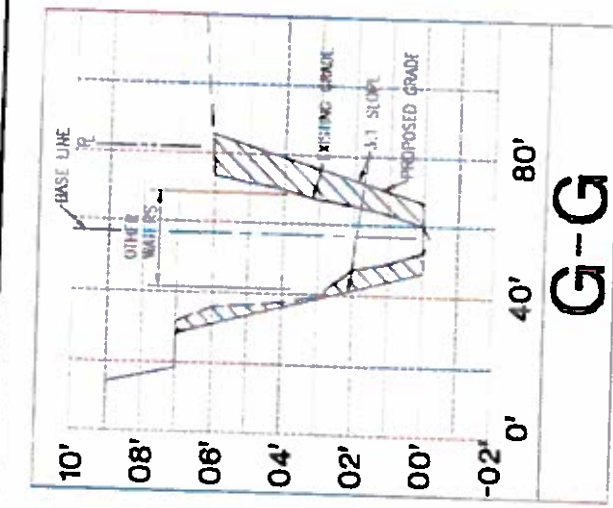
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CENYK-OD-FE KWH-2013-1001

DATE: 5-12-13

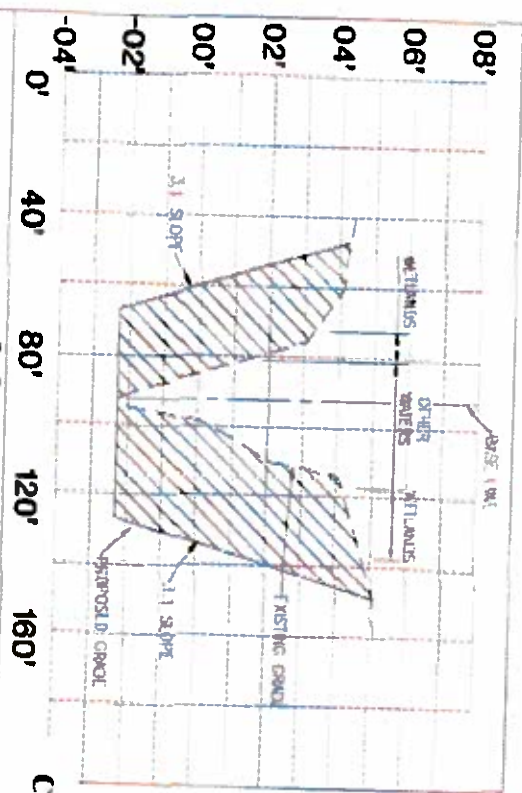
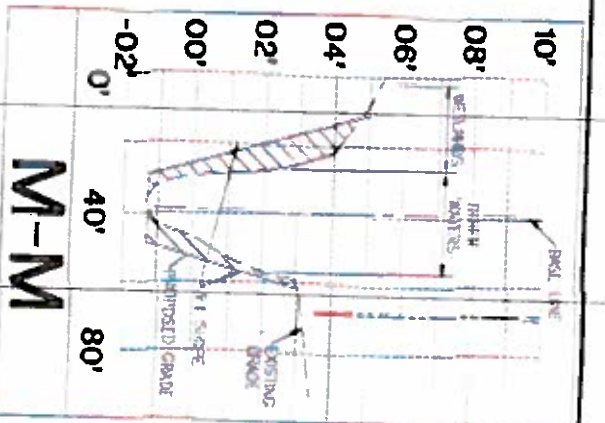
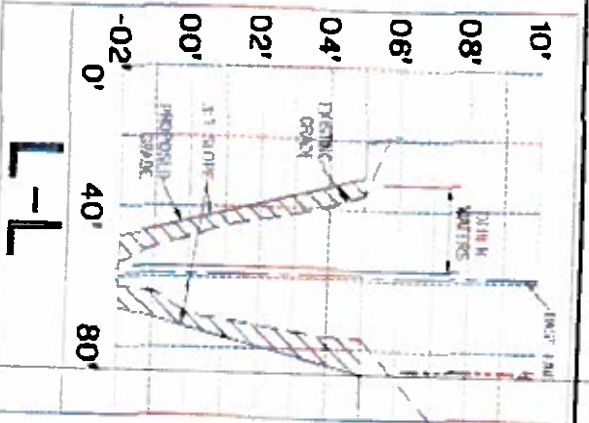
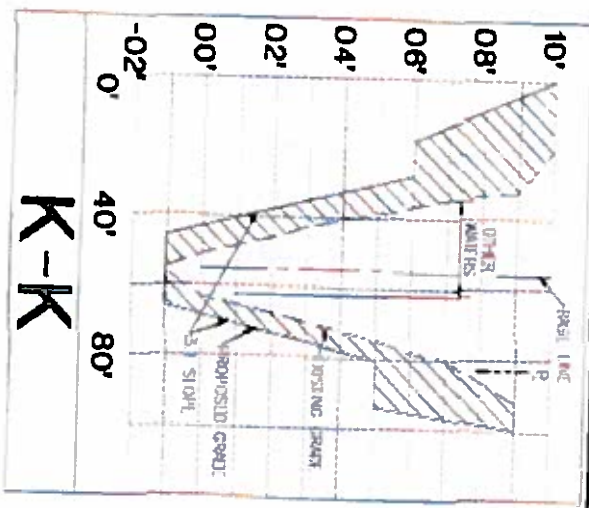
12. CROSS SECTIONS
TENET POND & LOWER FRENCH BRANCH (W-16)
FRENCH BRANCH (W-16) DRAINAGE PROJECT
SECTION 37, TOWNSHIP 8S, RANGE 15E
ST. TAMMANY PARISH, LA

DUPONTIS DESIGN GROUP, PC
Civil Engineering & Architects
34 Louis Prima Drive Covington, LA 70433
Phone 985.626.9547 // Fax 985.626.0269
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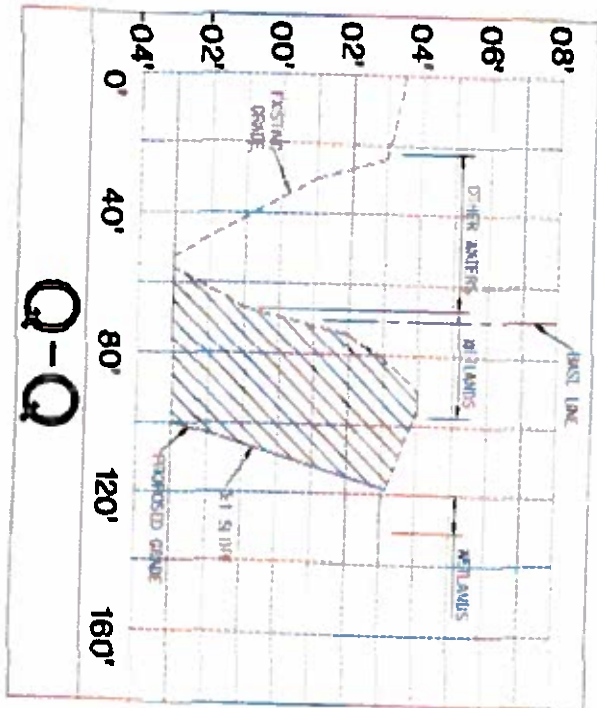
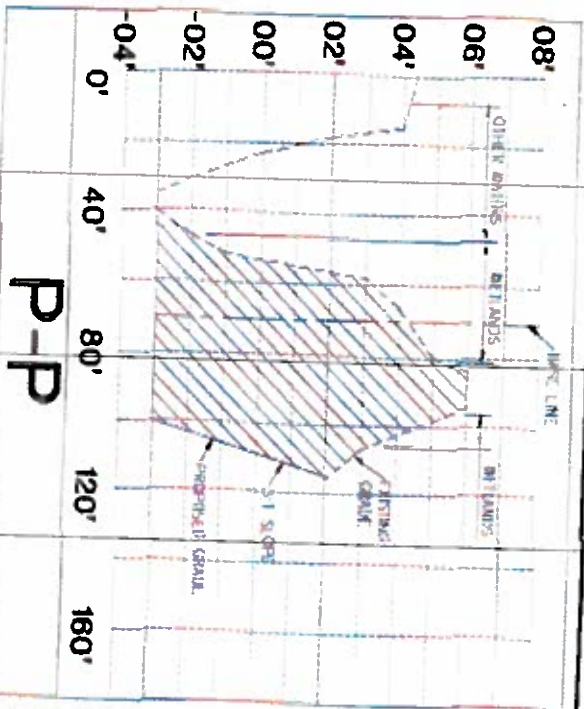
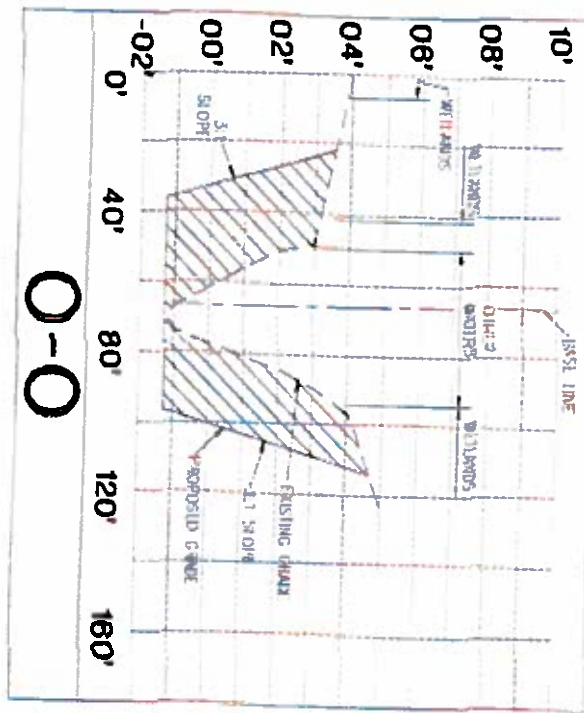
34 LOUIS PRIMA DRIVE COVINGTON, LA 70433
PHONE: 985.626.9347 || FAX: 985.626.0269

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13. CROSS SECTIONS

**TENET POND & LOWER FRENCH BRANCH (W-15)
FRENCH BRANCH (W-15) DRAINAGE PROJECT
SECTION 37 & 17, TOWNSHIP 98, RANGE 15E
ST. TAMMANY PARISH, LA**

DATE: 5-12-15

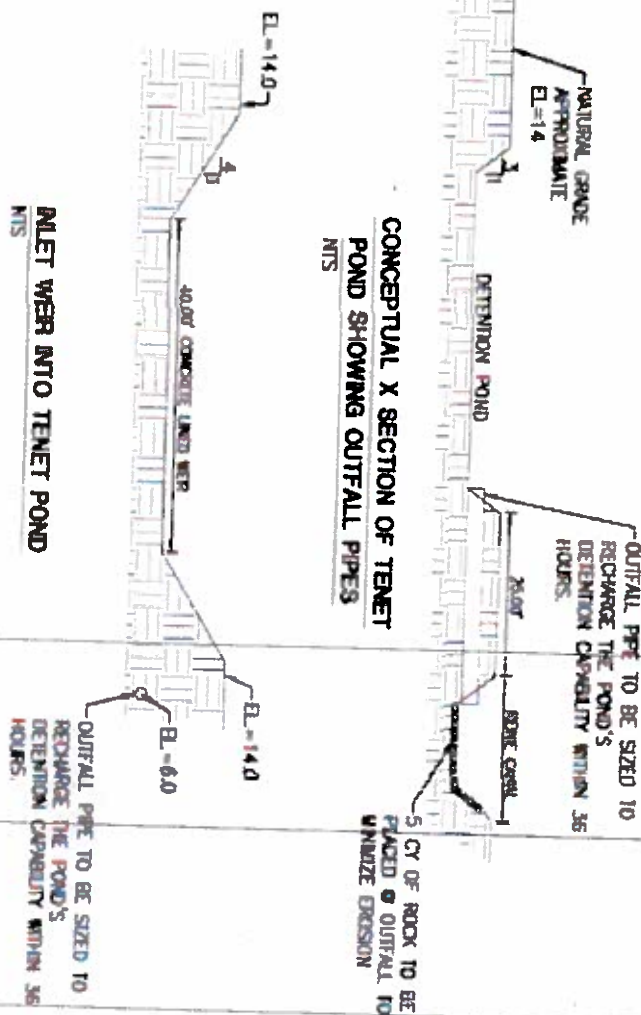


14. CROSS SECTIONS
TENET POND & LOWER FRENCH BRANCH (W-15)
FRENCH BRANCH (W-15) DRAINAGE PROJECT
SECTION 17, TOWNSHIP 9S, RANGE 18E
ST. TAMMANY PARISH, LA

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CEMVK-OD-FE KWH-2013-1001
 ST. TAMMANY PARISH GOVERNMENT

**CONCEPTUAL X SECTION OF TENET
POND SHOWING OUTFALL PIPES
NTS**



**INLET WEIR INTO TENET POND
NTS**



**EARTHEN PLUG IN REINE CANAL
NTS**

CEMVK-OD-FE KWH-2013-1001

ST. TAMMANY PARISH GOVERNMENT

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PHONE: 985.626.9547 || FAX: 985.626.0269

**16. CROSS SECTIONS
TENET POND & LOWER FRENCH BRANCH (W-16)
FRENCH BRANCH (W-16) DRAINAGE PROJECT
SECTION 17, TOWNSHIP 9S, RANGE 16E
ST. TAMMANY PARISH, LA**

DATE: 5-12-15

BOBBY JINDAL
GOVERNOR



PEGGY M. HATCH
SECRETARY

State of Louisiana

DEPARTMENT OF ENVIRONMENTAL QUALITY ENVIRONMENTAL SERVICES

January 8, 2016

Mr. Thomas K. Brown
Biological Surveys, Inc.
Post Office box 94
Covington, Louisiana 70434

AI No.: 89527
Activity No.: CER20150003

RE: St. Tammany Parish - French Branch Drainage Project
Water Quality Certification WQC 151019-01
Corps of Engineers Permit KWH-MVK-2013-1001
St. Tammany Parish

Dear Mr. Brown:

The Louisiana Department of Environmental Quality, Water Permits Division (LDEQ), has reviewed the application to excavate and place fill to deepen and widen French Branch Canal and to construct a storm water detention pond to improve drainage and for flood abatement in Slidell, St. Tammany Parish.

The information provided in the application and the additional information received December 28, 2015, has been reviewed in terms of compliance with State Water Quality Standards, the approved Water Quality Management Plan and applicable state water laws, rules and regulations. LDEQ determined that the requirements for a Water Quality Certification have been met. LDEQ concludes the placement of fill material will not violate water quality standards as provided for in LAC 33:IX Chapter 11. Therefore, LDEQ hereby issues St. Tammany Parish - French Branch Drainage Project Water Quality Certification, WQC 151019-01.

Should you have any questions concerning any part of this certification, please contact Karen Latuso at (225) 219-3526 or by email at karen.latuso@la.gov. To ensure all correspondence regarding this certification is properly filed into the Department's Electronic Document Management System, please reference Agency Interest (AI) number 89527 on all future correspondence to this Department.

Sincerely,

Scott Guillems
Administrator
Water Permits Division

c: IO-W

Corps of Engineers - Vicksburg District

Permit Enc 12

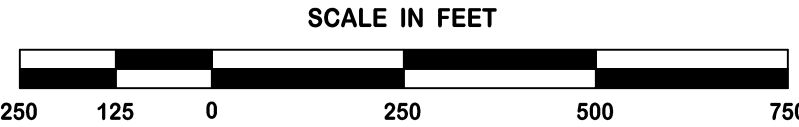
APPENDIX C-
Storm Water Pollution Prevention Plan
(SWPPP)
(To be provided after contract is awarded)

**APPENDIX D-
Access Road Exhibit**




NOTE:
LENGTHS ARE APPROXIMATE. THE CONTRACTOR SHALL FIELD VERIFY ACCESS ROUTES TO BE IMPACTED BY CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL PHOTO AND VIDEO DOCUMENT THE CONDITION OF THE ROADS AND REPORT ANY EXISTING DEFICIENCIES PRIOR TO BEGINNING CONSTRUCTION. SEE PLANS GENERAL NOTES SHEET C-0.2 AND BID DOCUMENTS FOR MORE INFORMATION.

ACCESS ROAD
EXHIBIT



| REVISION | BY |
|----------|----|
| | |
| | |
| | |
| | |
| | |
| | |
| | |

16554 E Browster Road,
Suite 101
Covington, LA 70433
Office: 985.249.6190
Fax: 985.249.6190
www.ddgpc.com

**DDG**
DUPLANTIS DESIGN GROUP

STAMP

PROGRESS SET – FOR REVIEW ONLY
Issued **1/21/2022**

These documents are for Design Review and not
intended for construction. They are not to be
used, in whole or in part, for the issuance of a Permit.
They were prepared by, or under the supervision of,
Joseph P. Guller, P.E., #41131
Duplantis Design Group, PC

W-15 CANAL WIDENING
SLIDELL, LA
ST. TAMMANY PARISH
ST. TAMMANY PARISH GOVT.
MANDEVILLE, LA

DRAWN
CMR

CHECKED
JPS

ISSUED DATE
1/21/2022

ISSUED FOR
APPENDIX D

PROJECT NO.
11-143

FILE
11-143 ACCESS ROAD
EXHIBIT 11-8-21

SHEET
EX-1

SECTION 10

PLANS

LOWER W-15 AREA DRAINAGE IMPROVEMENTS PHASE II WIDENING ST. TAMMANY PARISH PARISH PROJECT #EN19000236

UTILITY AND GOVERNING AUTHORITIES CONTACT LIST:

TELEPHONE:

AT&T
72337 Industry Park
Covington, LA 70435
Contact: Mr. Neal Jones
Telephone: (985)-327-6437
e-mail: nj8752@att.com

ELECTRIC:

CLECO
2900 East Causeway Approach
Mandeville, LA 70448
Contact: Mr. Joe DiIorenzo
Telephone: (985)-624-3236
e-mail: joseph.dilorenzo@cleco.com

ELECTRIC:

WASHINGTON ST. TAMMANY ELECTRIC
2081 East Gause Boulevard
Slidell, LA 70459
Contact: Mr. John Bruhl
Telephone: (985)-807-6975
e-mail: jbruhl@wste.coop

CABLE:

Spectrum / Charter
60097 Highway 11
Slidell, LA 70458
Contact: Mr. Kevin David
Telephone: (985)-285-4702
email: kevin.david@charter.com

PARISH CONTACT:

St. Tammany Parish, Engineering Department
21415 Koop Drive
Mandeville, LA 70471
Contact: Ms. Laura Gatlin, PMP
Telephone: (985)-898-2552
email: lcbeach@stpgov.org

GAS:

Atmos Energy
68388 Compass Way E
Mandeville, LA 70471
Contact: Mr. Kenneth Glass
Telephone: (985)-276-6003
email: kenneth.glass@atmosenergy.com

CONSULTANT CONTACT LIST:

GEOTECH:

Stratum Engineering, LLC
585 Johnny F. Smith Avenue
Slidell, Louisiana 70460
Contact: Tony Maroun
Telephone: (985)-643-1160
e-mail: tmaroun@stratumengr.com

SURVEY:

J.V. Burkes And Associates, Inc.
1805 Shortcut Hwy
Slidell, LA 70458
Contact: Mr. Jerry Long, P.L.S.
Telephone: (985)-649-0075
email: jerry@jvburkes.com

SURVEY:

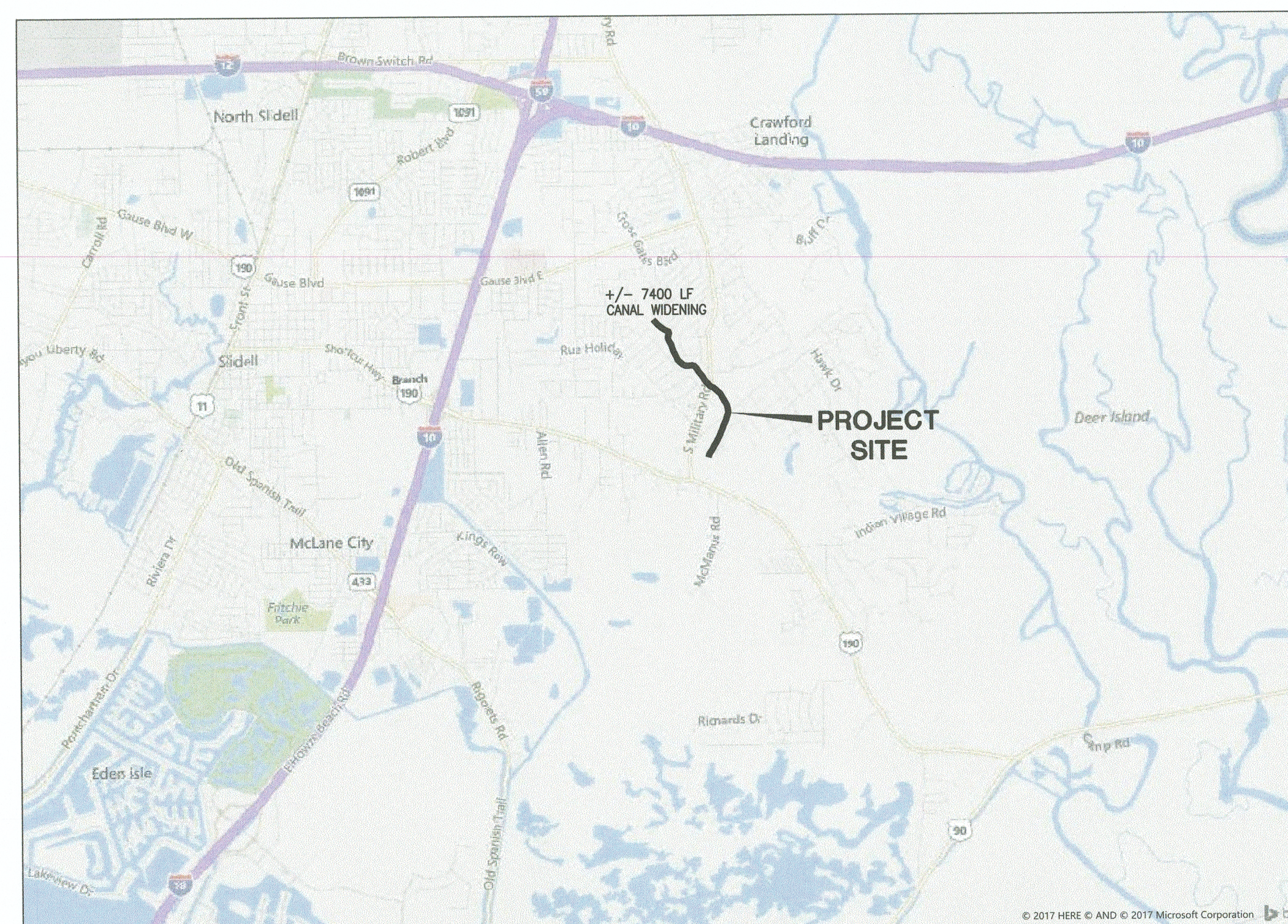
Acadia Land Surveying
206 E. 2nd Street
Thibodaux, LA 70301
Contact: Byron Oncale
Telephone: (985)-449-0094
email: boncale@acadialandsurveying.com

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DISTRICT 13 JAKE A. AIREY
DISTRICT 14 THOMAS J. SMITH



SITE LOCATION MAP
SCALE: 1" = 5000'

DUPLANTIS DESIGN GROUP, PC PROJECT # 11-143

BID SET



PROJECT CLASSIFICATION: HIGHWAY, STREET AND BRIDGE CONSTRUCTION
OR HEAVY CONSTRUCTION

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PLANS PREPARED AND SUBMITTED BY-

Joseph P. Gullory, PE

JOSEPH P. GULLORY, P.E.
PROJECT ENGINEER
DUPLANTIS DESIGN GROUP, P.C.

DATE

1-21-22

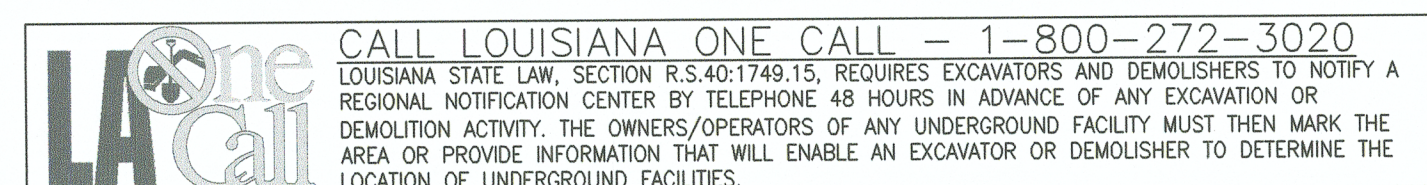
APPROVED BY-

Joseph P. Gullory, PE

JOSEPH P. GULLORY, P.E.
DIRECTOR OF ENGINEERING
ST. TAMMANY PARISH

DATE

1/31/22



| REVISION | BY |
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Stamp: ST. TAMMANY PARISH GOVERNMENT, CIVIL ENGINEER, JOSEPH P. GULLORY, P.E., 1/21/2022

Stamp: DRAWN, CHECKED, ISSUED DATE, PROJECT NO., FILE, SHEET, C-0.1

GENERAL NOTES:

1. CONSTRUCTION SHALL COMPLY WITH ALL GOVERNING CODES & BE CONSTRUCTED TO THE SAME.
2. ALL METHODS AND CONSTRUCTION OPERATIONS SHALL MEET MINIMUM REQUIREMENTS OF THE LOUISIANA DEPARTMENT OF TRANSPORTATION & DEVELOPMENT STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION. THE 2016 EDITION OF THE LOUISIANA DOTD STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES, AS AMENDED BY THE PROJECT SPECIFICATIONS, SHALL GOVERN ON THE PROJECT PRIOR TO ANY WORK BEING STARTED AT THE SITE.
3. TOPOGRAPHIC INFORMATION WAS TAKEN FROM A TOPOGRAPHIC SURVEY PROVIDED BY J. V. BURKES & ASSOCIATES, INC. DATED 1/8/2020 AND ACADA LAND SURVEYING DATED 3/27/2012. IF CONTRACTOR DOES NOT ACCEPT EXISTING TOPOGRAPHY AS SHOWN ON THE PLANS, WITHOUT EXCEPTION, HE SHALL HAVE MADE, AT HIS EXPENSE, A TOPOGRAPHIC SURVEY BY A REGISTERED LAND SURVEYOR & SUBMIT IT TO THE OWNER FOR REVIEW.
4. HORIZONTAL AND VERTICAL CONTROL POINTS HAVE BEEN ESTABLISHED IN THE FIELD BY THE SURVEYOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION LAYOUT USING CONTROL POINTS TO BE PROVIDED BY THE SURVEYOR IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS. TEMPORARY BENCHMARKS WILL BE PROVIDED TO THE CONTRACTOR PRIOR TO CONSTRUCTION.
5. HORIZONTAL DATA ARE IN FEET AND REFER TO THE NORTH AMERICAN DATUM OF 1983 (NAD83), LOUISIANA SOUTH ZONE. ELEVATIONS ARE IN FEET AND REFER TO NORTH AMERICAN VERTICAL DATUM (NAVD83), GEOID 12B.
6. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL UTILITIES & NOTIFYING THE APPROPRIATE UTILITY COMPANY PRIOR TO BEGINNING CONSTRUCTION. THE CONTRACTOR MUST CALL LOUISIANA ONE CALL AND ALL APPROPRIATE UTILITY COMPANIES AT LEAST THREE DAYS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES.
7. LOCATION OF EXISTING UTILITIES, IF ANY, MAY NOT HAVE BEEN IDENTIFIED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE THE LOCATIONS OF ALL EXISTING UTILITIES IN THE FIELD PRIOR TO CONSTRUCTION, WHETHER OR NOT THEY ARE SHOWN ON THE DRAWINGS, AND TAKE NECESSARY PRECAUTIONS TO AVOID DISRUPTIONS IN SERVICE. PRIOR TO REMOVING EXISTING UTILITIES, THE CONTRACTOR SHALL VERIFY THAT THE UTILITY IS NO LONGER IN SERVICE.
8. IT SHALL ALSO BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES THAT CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
9. CONTACT ALL UTILITY OWNERS INCLUDING BUT NOT LIMITED TO THE FOLLOWING A MINIMUM OF THREE (3) WORKING DAYS PRIOR TO ANY EXCAVATION:
- | | | |
|--------------|------------------------|--------------|
| BURIED CABLE | LOUISIANA ONE CALL | 800-272-3020 |
| ELECTRIC | CLECO | 985-624-3236 |
| ELECTRIC | WSTE | 985-807-6975 |
| TELEPHONE | AT&T | 985-327-6437 |
| GAS | AT&M ENERGY | 985-276-6003 |
| CABLE TV | CHARTER COMMUNICATIONS | 985-285-4702 |
10. THE CONTRACTOR IS SPECIALLY CAUTIONED THAT THE LOCATION &/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES & WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE.
11. CONTRACTOR SHALL VERIFY HORIZONTAL & VERTICAL LOCATION OF ALL EXISTING STORM SEWER STRUCTURES, & PIPES. THE CONTRACTOR ALSO MUST VERIFY ELEVATIONS OF ALL EXISTING INVERTS THAT ARE APART OF THIS PROJECT. (NO DIRECT PAYMENT)
12. CONTRACTOR IS RESPONSIBLE FOR REPAIRS OF DAMAGE TO ANY EXISTING IMPROVEMENTS DURING CONSTRUCTION, SUCH AS, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, PAVEMENT, STRIPING, CURBS, ETC. REPAIRS SHALL BE EQUAL TO OR BETTER THAN EXISTING CONDITIONS.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING EQUIPMENT AND OPERATION/MAINTENANCE FOR Dewatering as necessary during construction control period. THE COST OF Dewatering SHALL BE COVERED UNDER OTHER PAY ITEMS. CONTRACTOR SHALL MAKE PROVISIONS FOR WORKING IN WET CONDITIONS DURING CHANNEL GRADING AND DREDGING ACTIVITIES.
14. THE LINES AND GRADES SHOWN ON THE PLANS MAY BE MODIFIED BY THE ENGINEER IN THE FIELD IF CONDITIONS JUSTIFY SUCH A VARIATION. THE CONTRACTOR SHALL NOT BE ENTITLED TO AN EXTRA PAYMENT OTHER THAN WHATEVER INCREASE IN CONTRACT QUANTITIES IS INVOLVED. THE CONTRACTOR SHALL PROVIDE AN AS-BUILT SURVEY OF THE COMPLETED WORK SIGNED AND SEALED BY A LAND SURVEYOR LICENSED BY THE STATE OF LOUISIANA. PROPOSED GRADE ELEVATIONS MUST BE CONSTRUCTED WITHIN 0.5 FEET OF PLAN GRADE. THE CONTRACTOR SHALL CORRECT ANY WORK NOT MEETING THE REQUIRED TOLERANCE AND CORRECTED WORK SHALL BE RE-SURVEYED UNTIL THE REQUIRED TOLERANCE IS MET. REWORK AND RESURVEY SHALL BE DONE AT NO ADDITIONAL COST TO THE OWNER.
15. THE CONTRACTOR SHALL PREPARE AND SUBMIT FOR REVIEW A TRAFFIC CONTROL PLAN DOCUMENTING PROPOSED INGRESS / EGRESS ROUTES, PROPOSED HAUL ROUTES, AND TRAFFIC CONTROL MEASURES INCLUDING BUT NOT LIMITED TO SIGNAGE, LIGHTING, PERSONNEL, FLAGGING, AND OTHER METHODS. CONSTRUCTION TRAFFIC CONTROL SIGNS, BARRICADES, WARNING LIGHTS, FLAGMAN, DEVICES AND METHODS, SHALL BE IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND SHALL COMPLY WITH THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT "TRAFFIC CONTROL DEVICES MANUAL" UNLESS OTHERWISE DIRECTED IN THE FIELD.
16. CONTRACTOR SHALL FURNISH TEMPORARY SANITARY FACILITIES AT THE SITE FOR THE NEEDS OF ALL CONSTRUCTION WORKERS AND OTHERS PERFORMING WORK OR FURNISHING SERVICES ON THE PROJECT. SANITARY FACILITIES SHALL BE OF REASONABLE CAPACITY, PROPERLY MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD, AND OBSURED FROM PUBLIC VIEW TO THE GREATEST PRACTICAL EXTENT. IF TOILETS OF THE CHEMICALLY TREATED TYPE ARE USED, AT LEAST ONE TOILET WILL BE FURNISHED FOR EACH 20 MEN. CONTRACTOR SHALL ENFORCE THE USE OF SUCH SANITARY FACILITIES BY ALL PERSONNEL AT THE SITE.
17. NOISE CONTROL - CONTRACTOR SHALL TAKE MEASURES TO AVOID UNNECESSARY NOISE APPROPRIATE FOR THE AMBIENT SOUND LEVELS IN THE AREA DURING WORKING HOURS. ALL CONSTRUCTION MACHINERY & VEHICLES SHALL BE EQUIPPED WITH PRACTICAL SOUND MUFFLING DEVICES, AND OPERATED IN A MANNER TO CAUSE THE LEAST NOISE, CONSISTENT WITH EFFICIENT PERFORMANCE OF THE WORK.
18. DUST CONTROL - CONTRACTOR SHALL PREVENT UNNECESSARY DUST. EACH SURFACE SUBJECT TO DUSTING SHALL BE KEPT MOIST WITH WATER OR BY APPLICATION OF CHEMICAL DUST SUPPRESSANT. DUSTY MATERIALS IN PILES OR IN TRANSIT SHALL BE COVERED TO PREVENT BLOWING.
19. CONTRACTOR SHALL NOT RESTRICT DRAINAGE FLOW DURING RAINSTORMS, EXCEPT AS REQUIRED FOR EROSION AND SEDIMENT CONTROL.
20. CONTRACTOR SHALL VISIT THE SITE OF WORK AND FAMILIARIZE HIMSELF WITH THE CONDITIONS RELATING TO THE CONSTRUCTION SO THAT HE MAY FULLY UNDERSTAND THE FACILITIES, DIFFICULTIES AND INSTRUCTIONS THAT HE WILL ENCOUNTER WHILE PERFORMING THE WORK UNDER THIS PROJECT PRIOR TO SUBMITTING HIS BID.
21. ALL WORK AROUND HIGH VOLTAGE POWER LINES SHALL BE IN ACCORDANCE WITH OSHA AND ALL LOCAL ELECTRICAL UTILITY COMPANIES INCLUDING BUT NOT LIMITED TO CLECO, WASHINGTON ST. TAMMANY ELECTRIC COOP, ENTERTY, ETC. LOCATIONS OF POWER LINES OR OTHER OVERHEAD UTILITIES SHOWN ON THE PLANS MAY NOT BE COMPREHENSIVE. CONTRACTOR SHALL CONDUCT HIS OWN INVESTIGATION TO IDENTIFY OVERHEAD UTILITIES THAT MAY CONFLICT WITH THE WORK. A MINIMUM CLEARANCE OF 10 FEET SHALL BE MAINTAINED BETWEEN EQUIPMENT AND OVERHEAD UTILITIES.
22. THE CONTRACTOR, AT HIS OWN EXPENSE, MAY MAKE ADDITIONAL SURVEYS AND SOIL INVESTIGATIONS AS HE DEEMS NECESSARY TO DETERMINE CONDITIONS THAT WILL AFFECT THE PERFORMANCE OF THE WORK.
23. THE CONTRACTOR IS RESPONSIBLE FOR THE INTEGRITY OF THE SLOPES AND ADJOINING AREAS OF THE CANAL, ROADWAYS, AND WORK AREA.
24. THE CONTRACTOR IS ENTIRELY RESPONSIBLE FOR PROTECTION OF EXCAVATION AGAINST CAVING OR SETTLING. HE SHALL PROTECT THE SIDES OF THE EXCAVATION BY SHEETING AND BRACING OR OTHER SHORING AS MAY BE NECESSARY.
25. THE CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGE TO PAVEMENTS, BUILDINGS, HOUSES, FENCES, AND OTHER PROPERTY CAUSED BY HIS WORK ACTIVITIES INCLUDING EXCAVATION, GRADING, ACCESS, OR OTHER.
26. ALL EQUIPMENT OR MATERIALS HAULED TO OR FROM THE PROJECT SITE WILL BE BY A ROUTE APPROVED OR DESIGNATED BY ST. TAMMANY PARISH PRIOR TO THE START OF CONSTRUCTION AND IN ACCORDANCE WITH AN APPROVED TRAFFIC CONTROL PLAN.
27. ALL TREES WITHIN THE GRADING LIMITS ARE TO BE REMOVED UNLESS OTHERWISE DIRECTED BY ENGINEER. ALL TREES GREATER THAN 8" DIAMETER WITHIN GRADING LIMITS SHALL BE FLAGGED AND APPROVED FOR REMOVAL BY ENGINEER. TREES GREATER THAN OR EQUAL TO 8" DIAMETER THAT ARE REMOVED BY CONTRACTOR WITHIN WRITTEN APPROVAL FROM ENGINEER SHALL BE REPLACED SHALL BE SUBJECT TO LIQUIDATED DAMAGES OF \$1,000 FOR EACH TREE.
28. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL VIDEO DOCUMENT THE CONDITION OF THE CONSTRUCTION ACCESS ROUTES INCLUDING CONDITION OF PRIVATE PROPERTY AND PUBLIC ROADWAYS. VIDEO DOCUMENTATION SHALL CAPTURE THE CONDITION OF PAVING, DRIVEWAYS, VEGETATION, ETC.
29. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE DONE TO ADJACENT PROPERTY OR STRUCTURES AS A RESULT OF TREE-CUTTING AND ALL OTHER EARTHWORK OPERATIONS.
30. ALL EXCAVATED MATERIAL NOT USED OR USABLE FOR CONSTRUCTION ELSEWHERE IN THIS JOB SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND BE HAULED OFF SITE AND DISPOSED OF LEGALLY AND PROPERLY. NO MATERIAL SHALL BE DISPOSED OF IN A FLOODPLAIN OR FLOOD ZONE WHICH WILL AFFECT OR REDUCE THE FLOODPLAIN STORAGE. DISPOSAL OF SAID MATERIAL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL NOTIFY PARISH PRIOR TO BEGINNING EXCAVATION OF LOCATION OF MATERIAL TO BE DISPOSED.
31. CONTRACTOR SHALL MAINTAIN NORMAL HOURS OF OPERATION DUE TO PROXIMITY OF RESIDENTIAL AREA. NORMAL HOURS OF OPERATION ARE FROM 8:00 AM TO 5:00 PM MONDAY THROUGH FRIDAY AND FROM 9:00 AM TO 5:00 PM ON SATURDAY AND SUNDAY. WEEKEND WORK ALLOWED ONLY IF APPROVED BY THE PARISH PROJECT MANAGER AT LEAST 72 HOURS IN ADVANCE.
32. THE CONTRACTOR IS REQUIRED TO PROVIDE A ROAD DAMAGE/MAINTENANCE BOND IN THE AMOUNT OF \$100,000.00 FOR THE COST OF ANY REPAIRS TO THE ROADS IDENTIFIED IN THE EXHIBIT SHOWN IN SECTION D (TECHNICAL SPECIFICATIONS-APPENDIX D) OF THE BID DOCUMENTS. THE CONTRACTOR SHALL PHOTO AND VIDEO DOCUMENT THE CONDITION OF THE ROADS AND REPORT ANY EXISTING DEFICIENCIES PRIOR TO BEGINNING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF REPAIRS TO THE ROAD THAT ARE, IN SOLE JUDGEMENT OF ST. TAMMANY PARISH, NECESSITATED AND OCCASIONED BY THE CONTRACTOR'S USE IN CONNECTION WITH THIS PROJECT. ST. TAMMANY PARISH WILL MAKE THIS DETERMINATION IN CONSIDERATION OF THE EXISTING CONDITION OF THE ROAD.

CHANNEL EXCAVATION NOTES:

1. CONTRACTOR SHALL FURNISH ALL MATERIAL, LABOR, AND EQUIPMENT TO NECESSARY TO CLEAR, EXCAVATE, AND STABILIZE THE W-15 CANAL WITHIN THE LIMITS AND TO THE LINES AND GRADES SHOWN ON THESE PLANS.
2. PRIOR TO MOBILIZATION, CONTRACTOR SHALL PREPARE AND SUBMIT A WRITTEN WORK PLAN TO DOCUMENT THE CONTRACTOR'S PROPOSED PLAN OF ACTION TO CONDUCT CHANNEL CLEARING, EXCAVATION, HAULING, DISPOSAL, GRADING, STABILIZATION, AND PLANTING INCLUDING BUT NOT LIMITED TO:
- a. PROGRESS SCHEDULE AS REQUIRED BY ST. TAMMANY PARISH GOVERNMENT GENERAL CONDITIONS;
 - b. LIST OF PERSONNEL INCLUDING CONTACT INFORMATION AND PROJECT ROLE, MATERIALS, SUBCONTRACTORS, FABRICATORS, TYPES OF EQUIPMENT, AND EQUIPMENT STAGING AREAS THE CONTRACTOR PROPOSED TO USE FOR CONSTRUCTION;
 - c. ONSITE AND OFFSITE HAUL ROUTES FOR ANY AND ALL MATERIAL PRODUCED FROM THE WORK INCLUDING VEGETATION, DEBRIS, SOIL, AND DREDGED MATERIAL;
 - d. SHOP DRAWINGS, TEST RESULTS, AND SAMPLE SUBMITTALS;
 - e. SURVEY LAYOUT AND STAKEOUT;
3. CONTRACTOR SHALL ESTABLISH SURVEY CONTROL AND CONDUCT A PRE-CONSTRUCTION SURVEY PRIOR TO MOBILIZING TO THE PROJECT SITE. PRE-CONSTRUCTION SURVEY WILL BE CONDUCTED ALONG CROSS SECTIONS AS SHOWN IN SHEETS C-4.1 THROUGH C-4.4 AT NO LESS THAN 100 FOOT INTERVALS. ALTERNATIVELY, CONTRACTOR MAY CHOOSE TO ACCEPT THE SURVEY INCLUDED WITH THESE PLANS. NO CONSTRUCTION ACTIVITIES SHALL COMMENCE UNTIL THE PRE-CONSTRUCTION SURVEY IS ACCEPTED BY THE ENGINEER.
4. CONTRACTOR SHALL ESTABLISH LIMITS OF CONSTRUCTION BASED ON THESE PLANS AND ASSOCIATED CAD FILES TO BE PROVIDED BY ENGINEER. TEMPORARY CONSTRUCTION FENCING SHALL BE ERECTED AT LIMITS OF CONSTRUCTION.
5. CONTRACTOR SHALL ESTABLISH A PROJECT BASELINE AS AN OFFSET FROM PROPOSED CHANNEL CENTERLINE.
6. CLEARING SHALL INCLUDE ALL AREAS DISTURBED BY GRADING OPERATIONS ASSOCIATED WITH CHANNEL WIDENING. CONTRACTOR SHALL LIMIT DISTURBANCE OF EXISTING SOILS UNTIL SUCH TIME AS GRADING OF CHANNEL BANKS AND STABILIZATION WITH EROSION CONTROL MATTING WILL OCCUR. SEE SITE LAYOUT AND GRADING PLANS FOR ADDITIONAL REQUIREMENTS.
7. CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UNDISTURBED AREAS, ALL PROPERTY CORNERS, & REPLACING ALL PINS ELIMINATED OR DAMAGED DURING CONSTRUCTION. ANY AND ALL PROPERTY CORNERS DISTURBED DURING CONSTRUCTION SHALL BE REPLACED BY A LOUISIANA LICENSED SURVEYOR.
8. ALL MATERIAL REMOVED FROM THE PROJECT SITE (SOIL, VEGETATION, TRASH, CONCRETE, DEBRIS) SHALL BE HAULED OFFSITE AND DISPOSED OF IN A LAWFUL MANNER.
9. INSTALL AND MAINTAIN ALL EROSION CONTROL MEASURES INCLUDING TEMPORARY AND PERMANENT EROSION CONTROL MATTING AND SEEDING IN ACCORDANCE WITH SPECIFICATIONS.
10. PAYMENT FOR EXCAVATION SHALL BE BASED ON PROGRESS SURVEYS OF CHANNEL CROSS SECTIONS AT 100 FOOT INTERVALS. VOLUMES SHALL BE CALCULATED AS THE DIFFERENCE BETWEEN EXISTING SURVEYS AND THE PROGRESS SURVEYS USING THE AVERAGE END AREA METHOD.
11. PROGRESS SURVEYS SHALL BE SUBMITTED WITH EACH PAYMENT APPLICATION TO JUSTIFY QUANTITIES. ENGINEER SHALL REVIEW AND DIRECT ADDITIONAL EXCAVATION AS REQUIRED TO ACHIEVE PROPOSED SECTIONS SHOWN ON SHEETS C-4.1 THROUGH C-4.4. CONTRACTOR SHALL RESURVEY WHERE ADDITIONAL EXCAVATION IS REQUIRED.
12. FINAL PROGRESS SURVEYS SHALL BE CONVERTED INTO OVERALL AS-BUILT SURVEYS PRIOR TO FINAL PAYMENT.

EROSION CONTROL NOTES:

1. CONTRACTOR SHALL SUBMIT A CONSTRUCTION SEQUENCING PLAN. THE CONSTRUCTION PHASING PLAN SHALL INCLUDE ALL ACTIVITIES REQUIRED TO COMPLETE THE PROJECT AS SHOWN IN THE PLANS.
2. AS SHOWN IN THE "SOIL EROSION / SEDIMENTATION CONTROL OPERATION TIME SCHEDULE," THE PROJECT SEQUENCE SHALL GENERALLY FOLLOW THE PROPOSED ACTIVITIES SHOWN IN THE SOIL EROSION / SEDIMENTATION CONTROL OPERATION TIME SCHEDULE. CONTRACTOR SHALL SUBMIT SOIL EROSION / SEDIMENTATION CONTROL OPERATION TIME SCHEDULE AS PART OF THE WORK PLAN.
3. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE FEDERAL AND STATE REGULATIONS AND STATUTES RELATING TO THE PREVENTION AND ABATEMENT OF POLLUTION IN PERFORMANCE OF THE CONTRACT. THE CONTRACTOR SHALL CONDUCT THE WORK IN A MANNER THAT WILL NOT CAUSE DAMAGING CONCENTRATIONS OF SILT OR POLLUTION TO WATER. THE CONTRACTOR SHALL PREVENT FUELS, OILS, BITUMINOUS MATERIALS, CHEMICALS, SEWAGE, OR OTHER HARMFUL CONTAMINANTS FROM ENTERING THE LAND OR WATER.
4. THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) PREPARED FOR THIS PROJECT IS TO BE CONSIDERED A PART OF THE CONTRACT DOCUMENTS FOR THIS PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR ADHERING TO THE SWPPP AND INSTALLATION OF ALL EROSION AND SEDIMENTS CONTROL MEASURES INDICATED IN THE SWPPP.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING THE NOI & SHALL PROVIDE ST. TAMMANY PARISH ENGINEERING WITH AN# PRIOR TO BEGINNING CONSTRUCTION.
6. ALL CONSTRUCTION ENTRANCES SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
7. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHTS-OF-WAY USING A TRUCK WASH FACILITY TO BE PROVIDED BY THE CONTRACTOR.
8. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.
9. ALL MATERIALS SPILLED, DROPPED, OR TRACKED ONTO PUBLIC ROADS (INCLUDING T.G.C.E. AGGREGATE AND CONSTRUCTION MUD) SHALL BE REMOVED DAILY, OR MORE FREQUENTLY IF SO DIRECTED BY MEANS OF SWEEPING, FLUSHING OR FLUIDITY OF PAVEMENT WILL NOT BE ALLOWED.
10. TEMPORARY CULVERTS ARE TO BE INSTALLED AND MAINTAINED TO ENSURE POSITIVE DRAINAGE WHERE CONSTRUCTION ENTRANCES TRAVERSE DRAINAGE PATHS.
11. MAINTENANCE IS SUBSIDIARY TO EROSION CONTROL ITEMS LISTED IN THE BID FORM.
12. CHANNEL SLOPES REACHING FINAL GRADE SHALL NOT REMAIN EXPOSED TO RAIN FOR MORE THAN 3 DAYS. CLEARING ACTIVITIES ON CHANNEL SLOPES SHALL LIMIT DISTURBING SOIL AND ROOT STRUCTURES TO THE DEGREE PRACTICAL. PLACEMENT OF EROSION CONTROL MATTING SHALL OCCUR WITHIN 3 DAYS OF SLOPES ACHIEVING DESIRED GRADE.
13. CONTRACTOR SHALL LIMIT CHANNEL SLOPES EXPOSED THROUGH GRADING ACTIVITIES TO LESS THAN 200 FEET AT ALL TIMES.
14. CONTRACTOR SHALL CAREFULLY EXCAVATE THE FIRST 8-12 INCHES OF TOPSOIL AND PLACE ON TOP OF BANK TO BE RE-USED AFTER EXCAVATION OF EMBANKMENT IS COMPLETE. CONTRACTOR SHALL SPREAD THE STOCKPILED TOPSOIL IN A UNIFORM 6-8" LAYER ON THE ESTABLISHED EMBANKMENT AND THEN PLACE EROSION CONTROL MATS TO ENSURE SLOPE STABILITY. EXCESS TOPSOIL TO BE HAULED OFF WITH THE REST OF THE EXCAVATED MATERIALS. CONTRACTOR SHALL COORDINATE WITH ENGINEER TO ESTABLISH PROCEDURE FOR TOPSOIL PLACEMENT PRIOR TO CONSTRUCTION.

SOIL EROSION/SEDIMENTATION CONTROL OPERATION TIME SCHEDULE

NOTE: GENERAL CONTRACTOR TO COMPLETE TABLE WITH THEIR SPECIFIC PROJECT SCHEDULE

| CONSTRUCTION SEQUENCE | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN |
|--|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| PRE-CONSTRUCTION SURVEY | | | | | | | | | | | | | | | | | | |
| INITIAL CONTROLS | | | | | | | | | | | | | | | | | | |
| TEMPORARY CONSTRUCTION ENTRANCE | | | | | | | | | | | | | | | | | | |
| TEMPORARY CONTROL MEASURES / FENCING | | | | | | | | | | | | | | | | | | |
| SILT FENCING | | | | | | | | | | | | | | | | | | |
| CLEARING* | | | | | | | | | | | | | | | | | | |
| GRADING, DREDGING, AND SLOPE STABILIZATION | | | | | | | | | | | | | | | | | | |
| STA 10+26 TO 20+26 | | | | | | | | | | | | | | | | | | |
| STA 20+26 TO 30+26 | | | | | | | | | | | | | | | | | | |
| STA 30+26 TO 40+26 | | | | | | | | | | | | | | | | | | |
| STA 40+26 TO 50+26 | | | | | | | | | | | | | | | | | | |
| STA 50+26 TO 60+26 | | | | | | | | | | | | | | | | | | |
| STA 60+26 TO 70+26 | | | | | | | | | | | | | | | | | | |
| STA 70+26 TO 80+26 | | | | | | | | | | | | | | | | | | |
| STA 80+26 TO 84+25 | | | | | | | | | | | | | | | | | | |
| AS-BUILT SURVEY | | | | | | | | | | | | | | | | | | |

* LIMIT CLEARING TO THAT REQUIRED TO REMOVE VEGETATION. MINIMIZE DISTURBANCE TO SOIL DURING CLEARING.

- 1) CONTRACTOR SHALL UPDATE THE TABLE BY SHADING OR DATING THE APPLICABLE ACTIVITIES AS PROJECT PROGRESSES.
- 2) TIME SCHEDULE MUST CONCOIDE WITH SEQUENCE OF CONSTRUCTION.

SCHEDULE OF BID ITEMS
LOWER W-15 DRAINAGE IMPROVEMENTS

| ITEM # | DESCRIPTION | UNIT | QUANTITY |
|--------------|---|------|----------|
| 201-01-00100 | CLEARING AND GRUBBING (INCLUSIVE OF CHANNEL CLEARING) | ACRE | 17 |
| 202-01-00100 | REMOVAL OF STRUCTURES AND OBSTRUCTIONS | LS | 1 |
| 203-01-00100 | GENERAL EXCAVATION / DREDGING (HAULED OFFSITE FOR DISPOSAL) | CY | 48,334 |
| 204-06-00100 | TEMPORARY SILT FENCING | LF | 15,862 |
| 204-07-00100 | TEMPORARY CONSTRUCTION ENTRANCES | EA | 8 |
| 204-09-0010 | TEMPORARY CONSTRUCTION FENCING | LF | 9,500 |
| 711-01-02020 | RIPRAP (10 LB) FOR CHANNEL PROTECTION | SY | 137 |
| 711-01-03000 | RIPRAP (30 LB) FOR CHANNEL PROTECTION | SY | 59 |
| 711-04-00100 | GEOTEXTILE FABRIC FOR CHANNEL PROTECTION | SY | 250 |
| 714-01-00700 | SLAB SODDING (CENTIPEDE) | SY | 1,000 |
| 716-01-00100 | MULCH ACCESS ROAD (4" DEPTH) | SY | 4,139 |
| 720-01-01000 | EROSION CONTROL MATTING | SY | 28,900 |
| 701-03-01020 | STORM DRAIN PIPE FOR CONSTRUCTION ENTRANCES (18" RCP/PP) | LF | 192 |
| 727-01-00100 | MOBILIZATION | LS | 1 |
| 013223-1 | CONSTRUCTION SURVEYS AND LAYOUT | LS | 1 |
| 015526-1 | TEMPORARY TRAFFIC CONTROL | LS | 1 |

| REVISION | BY |
|----------|----|
| | |
| | |
| | |
| | |
| | |

DUPLANTIS DESIGN GROUP, PC
16594 E. Brewster Road, Suite 101
Covington, LA 70433
Phone: 985.245.6180 | FAX: 985.245.6190
THIBODAUX | COVINGTON | HOUSTON
BATON ROUGE | LAFAYETTE

DDG
www.ddgpc.com

Joseph P. Gullion
SIGNATURE
1/21/2022
DATE

STATE OF LOUISIANA
JOSEPH PIERRE GULLION
Engineer No. 14311
EXPIRES 12/31/2025
CIVIL ENGINEER

STAMP

ST. TAMMANY PARISH GOVERNMENT

LOWER W-15 AREA DRAINAGE IMPROVEMENTS' PHASE II
SLIDELL, LOUISIANA
ST. TAMMANY PARISH

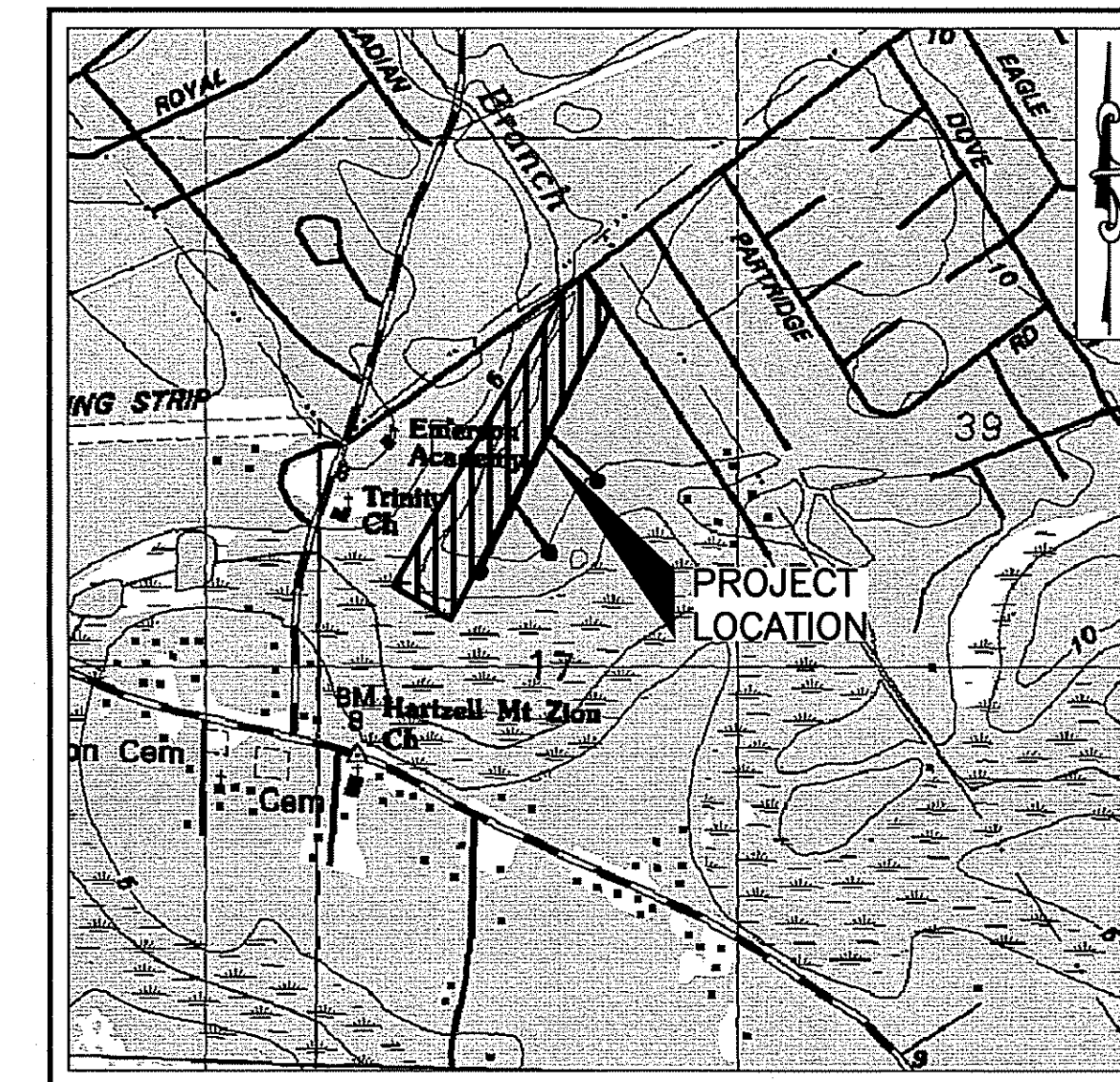
FOR ST. TAMMANY PARISH GOVERNMENT
ST. TAMMANY PARISH, LA

| |
|----------------------------------|
| DRAWN CMR |
| CHECKED JPG |
| ISSUED DATE 1/21/2022 |
| ISSUED FOR BID |
| PROJECT NO. 11-143 |
| FILE 11-143 C-01-02 COVER PH2 |

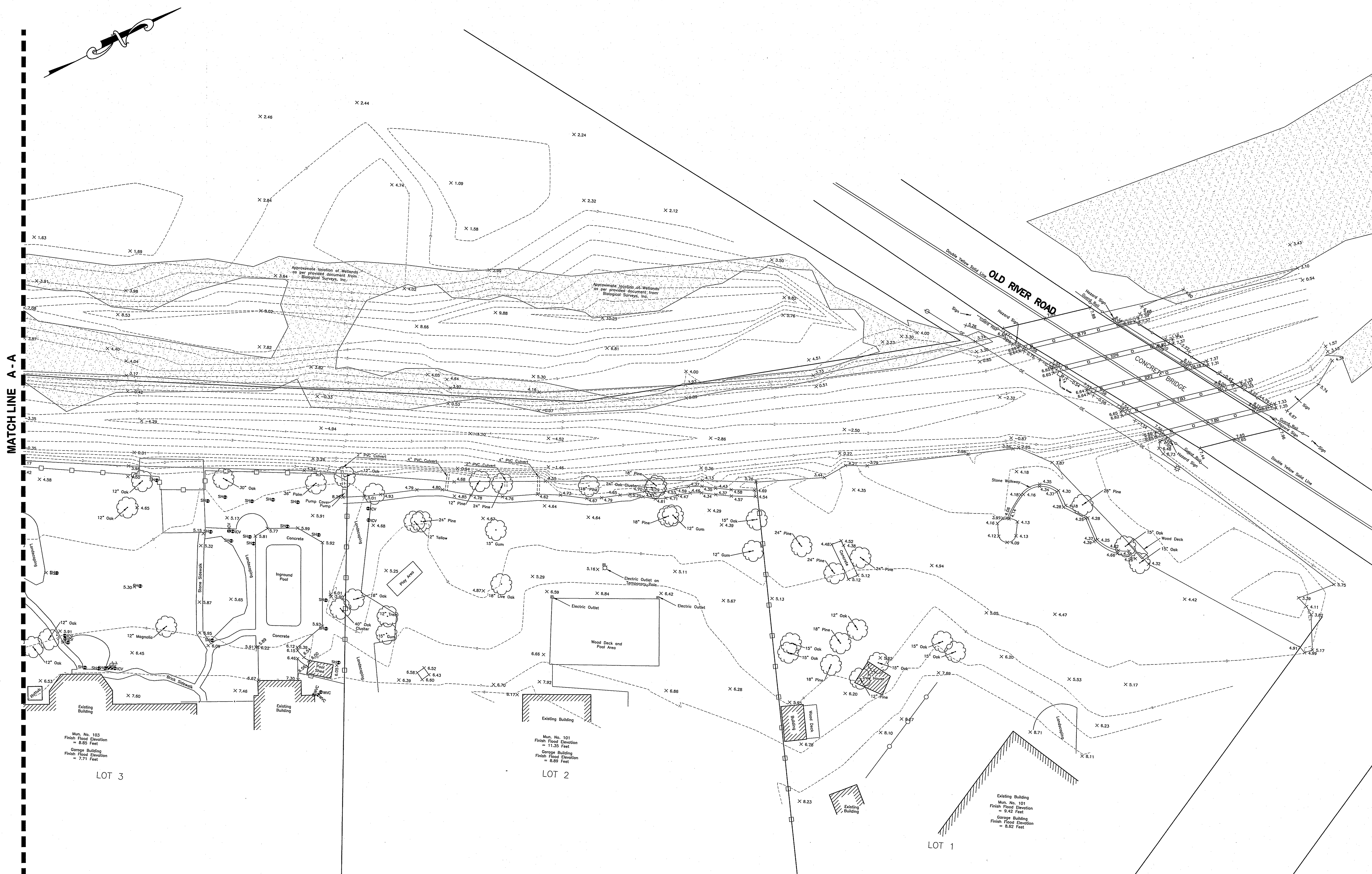
SHEET
C-0.2

LA one CALL
CALL LOUISIANA ONE CALL - 1-800-272-3020
LOUISIANA STATE LAW, SECTION R.S.40:1749.15, REQUIRES EXCAVATORS AND DEMOLISHERS TO NOTIFY A REGIONAL NOTIFICATION CENTER BY TELEPHONE 48 HOURS IN ADVANCE OF ANY EXCAVATION OR DEMOLITION ACTIVITY. THE OWNERS/OPERATORS OF ANY UNDERGROUND FACILITY MUST THEN MARK THE AREA OR PROVIDE INFORMATION THAT WILL ENABLE AN EXCAVATOR OR DEMOLISHER TO DETERMINE THE LOCATION OF UNDERGROUND FACILITIES.

GENERAL NOTES



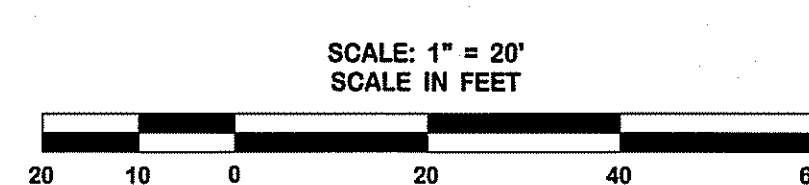
VICINITY MAP
SCALE 1" = 2000'



- NOTES:
- 1.) Basis of Elevations: Online Positioning User Service (OPUS) as provided by National Geospatial Survey (N.G.S.) solution using GAD72A NAVD83.
 - 2.) Utilities: Acadia Land Surveying, L.L.C. made no attempt to locate visible utilities or evidence of buried utilities as part of this survey.
 - 3.) Setback lines shall be verified by owner or contractor prior to any construction, as an abstract has not been performed by the surveyor.
 - 4.) Information provided hereon is topographic data only. No property boundary survey was performed, therefore does not fall under the 'Minimum Standards for Property Boundary Surveys'.
 - 5.) This survey and plot do not include research and investigation of servitudes, right-of-ways, easement, etc. which may affect the property. The surveyor was not provided with a title opinion or abstract.
 - 6.) This map is not a property boundary survey, and as such does not comply with the Louisiana 'Minimum Standards for Property Boundary Surveys'.
 - 7.) No attempt has been made by Acadia Land Surveying, L.L.C. to verify title, actual legal ownership, deed restrictions, servitudes, easements, rights-of-ways or other burdens on the property, other than that furnished by the client or his representative. There is no representation that all applicable servitudes and restrictions are shown hereon. The surveyor has made no title search or public record search in compiling the data for this survey.
 - 8.) Acadia Land Surveying, L.L.C. has not and does not provide Delineation of Jurisdictional Wetlands. Acadia Land Surveying, L.L.C. did not receive nor research the location of wetland areas as delineated by the appropriate authorities.
 - 9.) The words "Certify," "Certifies" or "Certification" as used hereon is understood to be an expression of professional opinion by the surveyor, based upon his best knowledge, information, and belief, as such, it does not constitute a guarantee nor a warranty, expressed or implied.

PLAT SHOWING TOPOGRAPHIC SURVEY
OF A SECTION OF
W-15 CANAL
LOCATED IN SECTION 17,
TOWNSHIP 9 SOUTH - RANGE 15 EAST
ST. TAMMANY PARISH, LOUISIANA

SHEET 1 OF 4



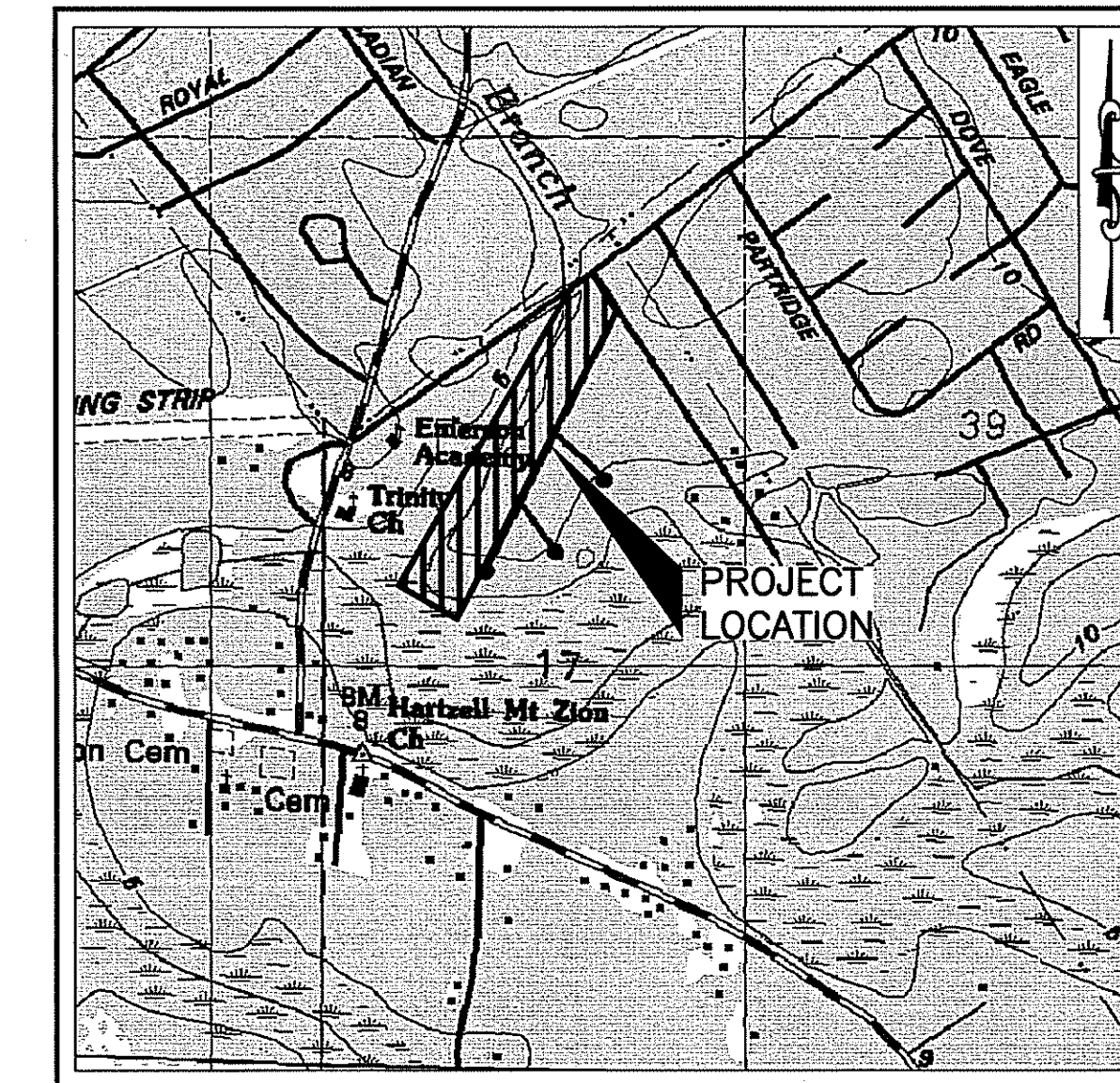
CERTIFICATION:
This is to certify that this survey was done by me or under my direct supervision and control, that the survey was done on the ground and was done in accordance with the most recent Standards of Practice for Boundary Surveys as set forth by the State of Louisiana Board of Registration for Professional Engineers and Land Surveyors and that the accuracy, precision and positional tolerances are in accordance with Class "C" survey standards in 2015 above standards. I also certify there are no visible encroachments across any property lines except as shown.

MICHAEL P. HANCOCK
REGISTERED PROFESSIONAL LAND SURVEYOR
MICHAEL P. HANCOCK, P.L.S.
Reg. No. 4861

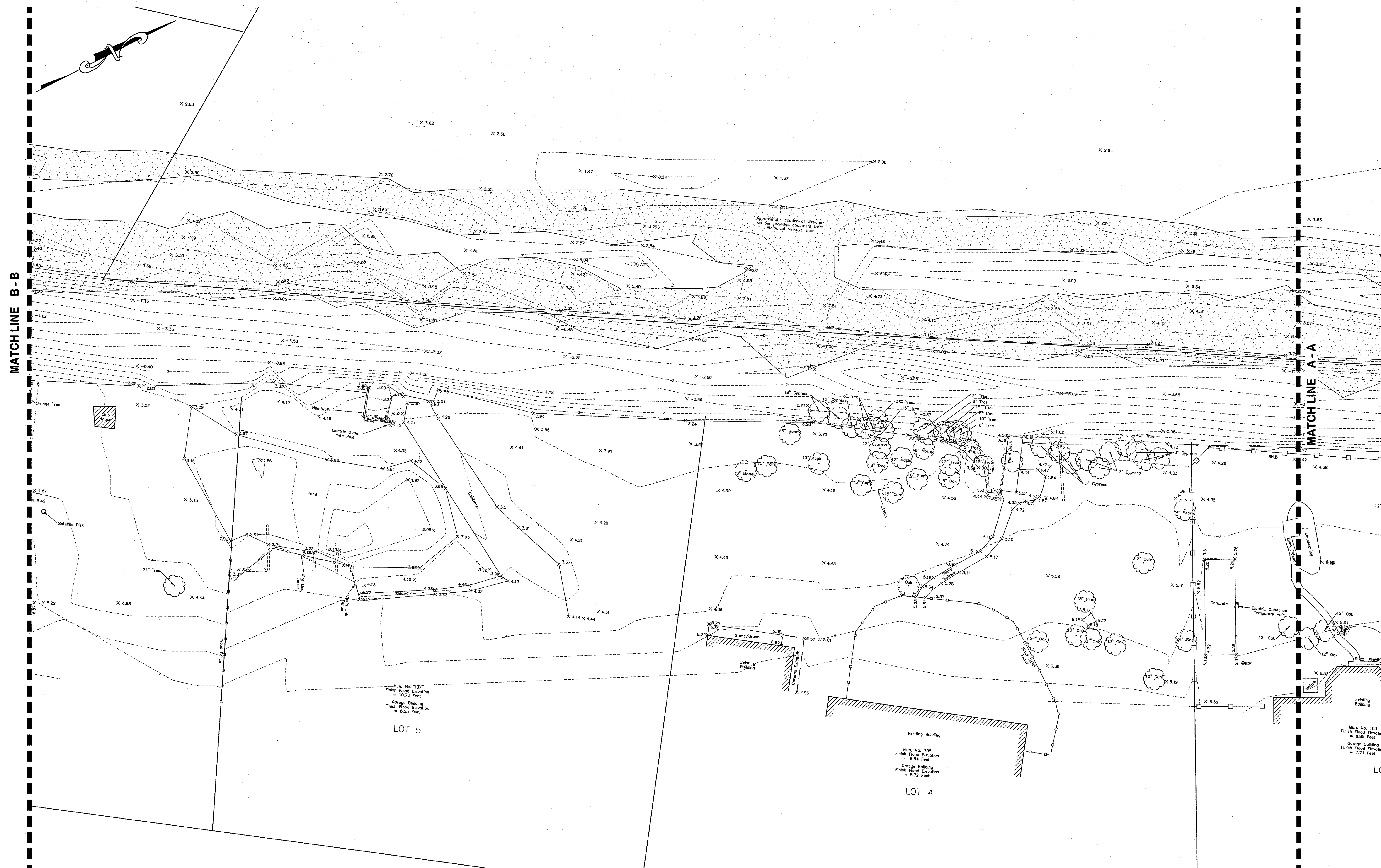
03/27/2012

ACADIA LAND SURVEYING, LLC
LOUISIANA • MISSISSIPPI • TEXAS
314 EAST BAYOU ROAD, THIBODAUX, LOUISIANA 70301
Phone • (985) 449-0084 Fax • (985) 449-0085
EMAIL • ACADIA@ACADIALANDSURVEYING.COM

| DATE | REVISION | DESCRIPTION | BY |
|------------|----------|--|-----|
| 03/27/2012 | 1 | FIELD WORK COMPLETED ON MARCH 27, 2012 | ALB |
| 03/27/2012 | 2 | ALS FILED 2012/11-18/11-1805.DWG | ALB |

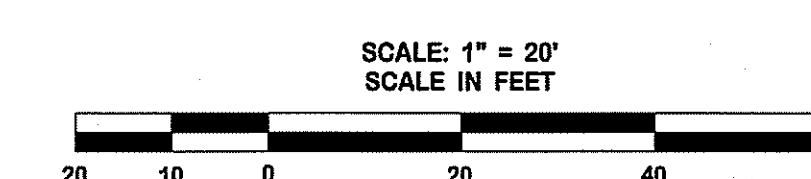


VICINITY MAP
SCALE 1" = 2000'



- NOTES:
- 1.) Basis of Elevations: Online Positioning User Service (OPUS) as provided by National Geospatial Survey (N.G.S.) solution using GAD72 NAD83.
 - 2.) Utilities: Acadia Land Surveying, L.L.C. made no attempt to locate visible utilities or evidence of buried utilities as part of this survey.
 - 3.) Setback lines shall be verified by owner or contractor prior to any construction, as an abstract has not been performed by the surveyor.
 - 4.) Information provided hereon is topographic data only. No property boundary survey was performed, therefore does not fall under the "Minimum Standards for Property Boundary Surveys".
 - 5.) This survey and plot do not include research and investigation of servitudes, right-of-ways, easement, etc. which may affect the property, the surveyor was not provided with a title opinion or abstract.
 - 6.) This map is not a property boundary survey, and as such does not comply with the Louisiana "Minimum Standards for Property Boundary Surveys".
 - 7.) No attempt has been made by Acadia Land Surveying, L.L.C. to verify title, actual legal ownership, deed restrictions, servitudes, easements, alley, right-of-ways or other burdens on the property, other than that furnished by the client or his representative. There is no representation that all applicable servitudes and restrictions are shown hereon. The surveyor has made no title search or public record search in compiling the data for this survey.
 - 8.) Acadia Land Surveying, L.L.C. has not and does not provide Delineation of Jurisdictional Wetlands. Acadia Land Surveying, L.L.C. did not receive nor research the location of wetland areas as delineated by the appropriate authorities.
 - 9.) The words "Certify", "Certifies" or "Certification" as used hereon is understood to be an expression of professional opinion by the surveyor, based upon his best knowledge, information, and belief, as such, it does not constitute a guarantee nor a warranty, expressed or implied.

SHEET 2 OF 4



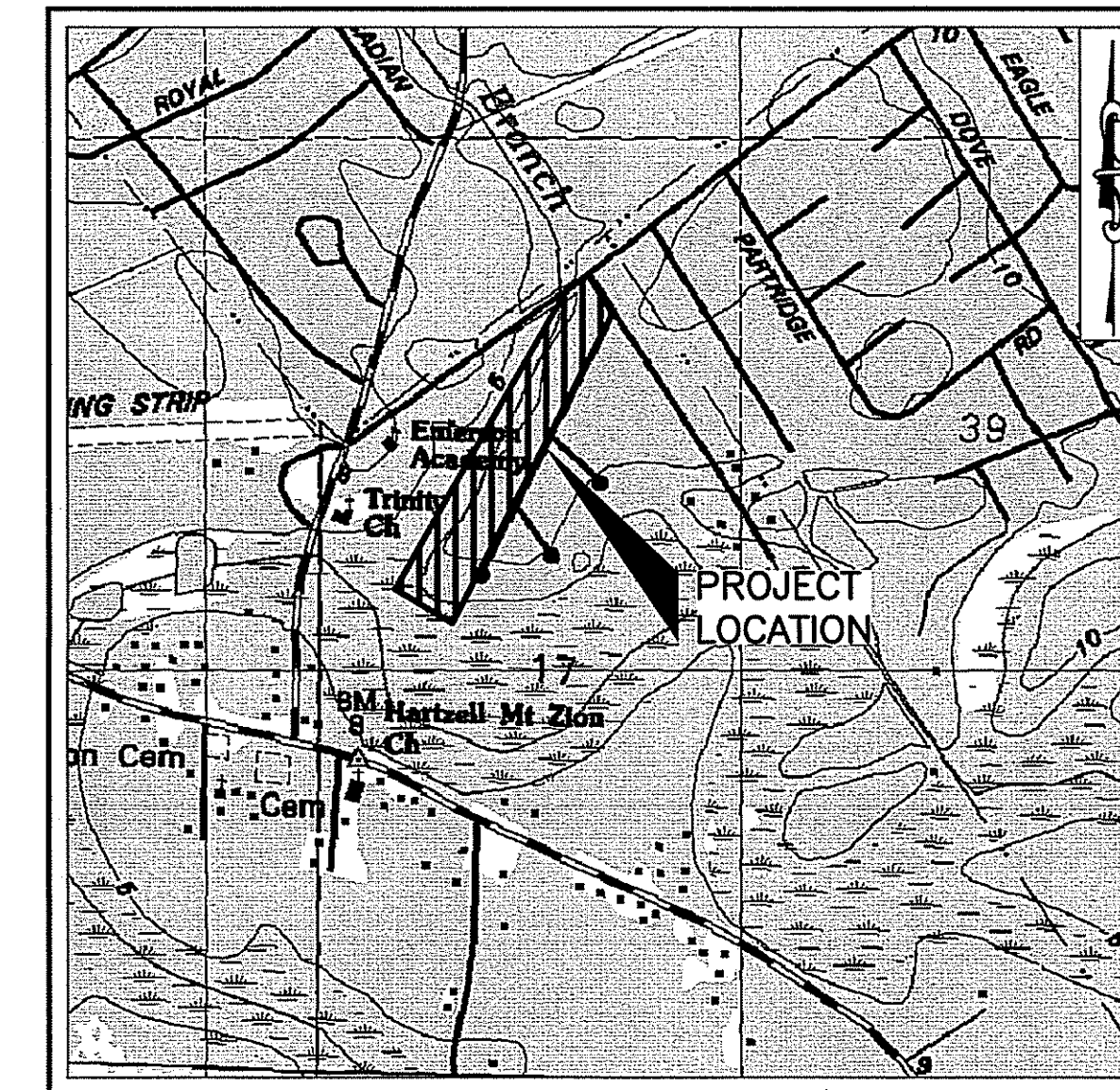
CERTIFICATION:
This is to certify that this survey was done by me or under my direct supervision and control, that the survey was done on the ground and was done in accordance with the most recent Standards of Practice for Boundary Surveys as set forth by the State of Louisiana, Board of Registration for Professional Engineers and Land Surveyors and that the survey was done in accordance with the standards and positional tolerances are in accordance with Class "C" as set forth in the above standards. I also certify there are no visible encroachments across any property lines except as shown.

MICHAEL J. GUNTER
Surveyor
03/27/2012
Reg. No. 4861

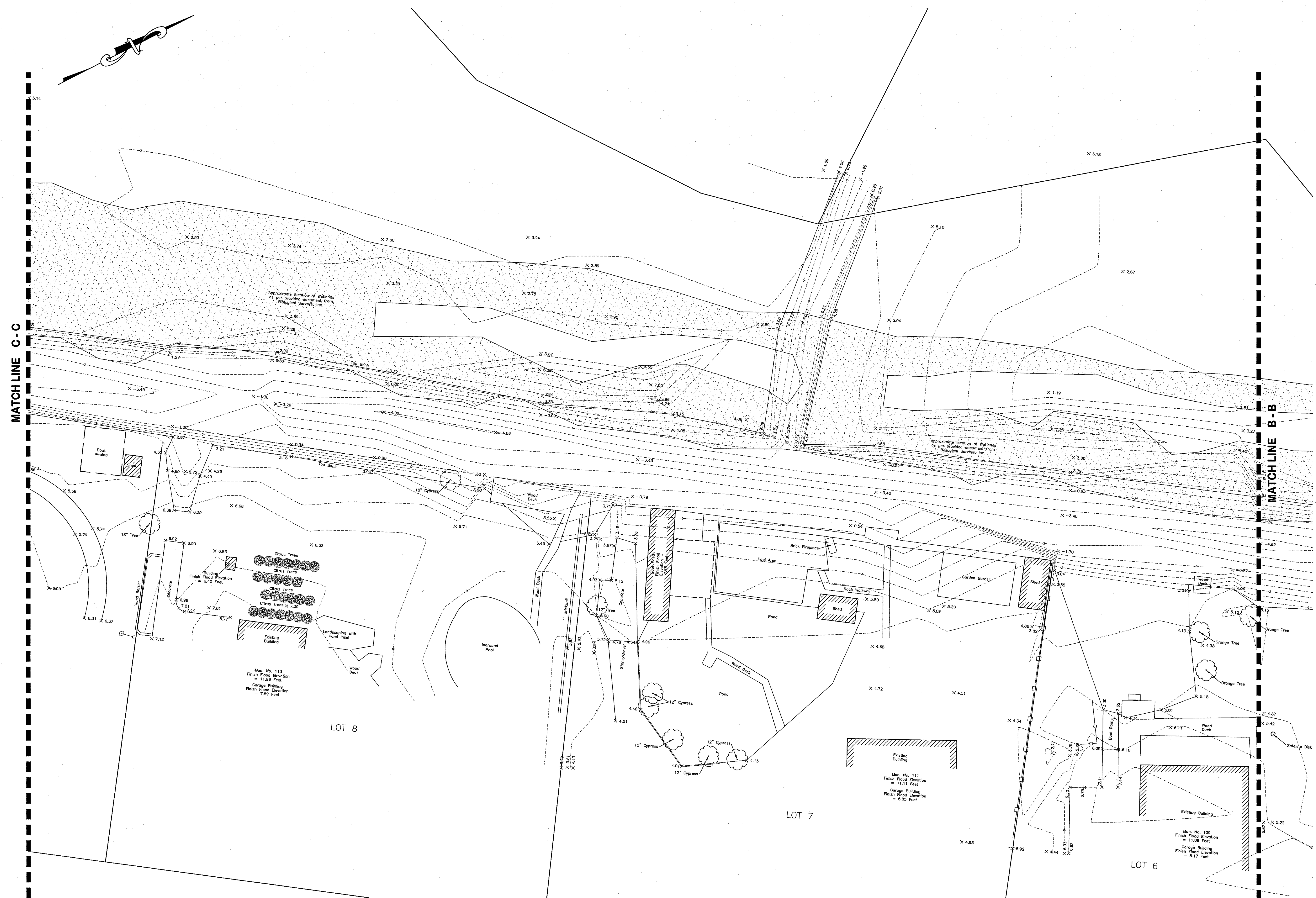
PLAT SHOWING TOPOGRAPHIC SURVEY
OF A SECTION OF
W-15 CANAL
LOCATED IN SECTION 17,
TOWNSHIP 9 SOUTH - RANGE 15 EAST
ST. TAMMANY PARISH, LOUISIANA

ACADIA
LAND SURVEYING, LLC
LOUISIANA • MISSISSIPPI • TEXAS
314 EAST BAYOU ROAD, THIBODAUX, LOUISIANA 70301
Phone • (985) 449-0094 Fax • (985) 449-0085
EMAIL • ACADIA@ACADIALANDSURVEYING.COM

| DATE | REVISION | DESCRIPTION | INT. |
|----------------------------|---|-----------------------------------|------|
| FIELD BOOK: 256, PG. 14-31 | FIELD WORK COMPLETED ON: MARCH 27, 2012 | ALS FILE: 2011/11-182/11-1825.DWG | |

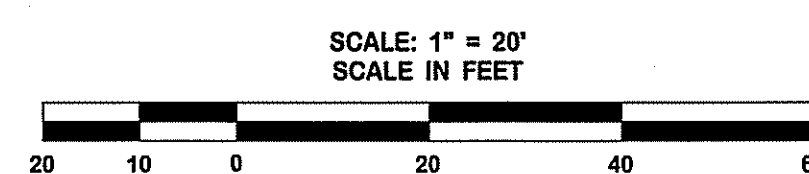


VICINITY MAP
SCALE 1" = 2000'



- NOTES:
- 1.) Basis of Elevations: Online Positioning User Service (OPUS) as provided by National Geospatial Survey (N.G.S.) solution using Geod12A NAD83.
 - 2.) Utilities: Acadia Land Surveying, L.L.C. made no attempt to locate visible utilities or evidence of buried utilities as part of this survey.
 - 3.) Setback lines shall be verified by owner or contractor prior to any construction, as an abstract has not been performed by the surveyor.
 - 4.) Information provided hereon is topographic data only. No property boundary survey was performed, therefore does not fall under the "Minimum Standards for Property Boundary Surveys".
 - 5.) This survey and plot do not include research and investigation of servitudes, right-of-ways, easements, etc. which may affect the property. The surveyor was not provided with a title opinion or abstract.
 - 6.) This map is not a property boundary survey, and as such does not comply with the Louisiana "Minimum Standards for Property Boundary Surveys".
 - 7.) No attempt has been made by Acadia Land Surveying, L.L.C. to verify title, actual legal ownership, deed restrictions, servitudes, easements, covenants, or other burdens on the property, other than that furnished by the client or his representative. There is no representation that all applicable servitudes and restrictions are shown hereon. The surveyor has made no title search or public record search in compiling the data for this survey.
 - 8.) Acadia Land Surveying, L.L.C. has not and does not provide Delineation of Jurisdictional Wetlands. Acadia Land Surveying, L.L.C. did not receive nor research the location of wetland areas as delineated by the appropriate authorities.
 - 9.) The words "Certify," "Certifies" or "Certification" as used hereon is understood to be an expression of professional opinion by the surveyor, based upon his best knowledge, information, and belief, as such, it does not constitute a guarantee nor a warranty, expressed or implied.

SHEET 3 OF 4



CERTIFICATION:
This is to certify that this survey was done by me or under my direct supervision and control, that the survey was done on the ground and was done in accordance with the most exact standards of practice for Boundary Surveys as set forth by the State of Louisiana Board of Registration for Professional Engineers and Land Surveyors and that the accuracy of the survey and the positional tolerances are in accordance with Class "C" surveys as set forth in the above standards. I also certify there are no visible encroachments across any property lines except as shown.

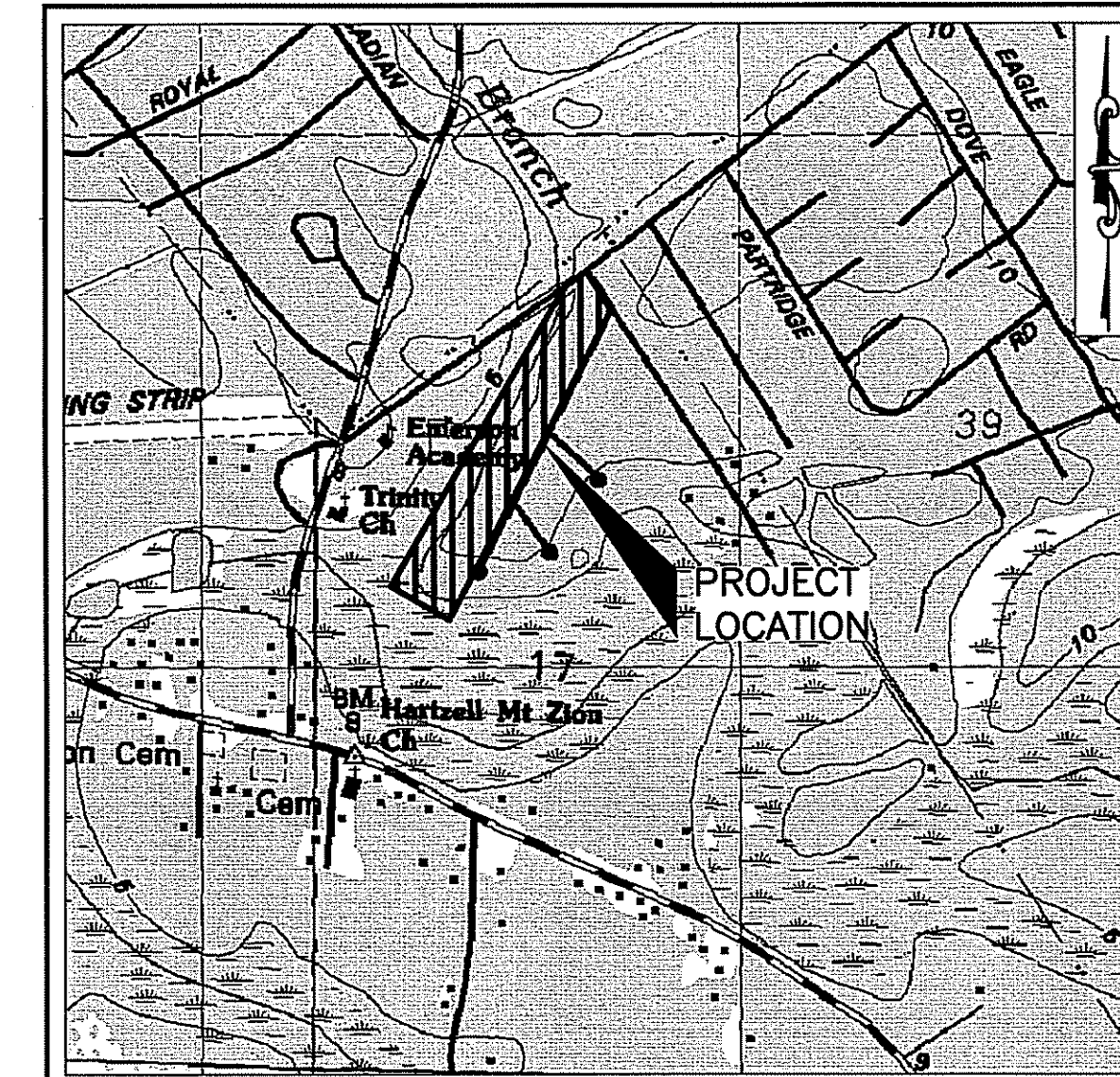
MICHAEL P. BLANCHARD
REGISTERED PROFESSIONAL LAND SURVEYOR
MICHAEL P. BLANCHARD, P.L.S., Reg. No. 4861

03/27/2012

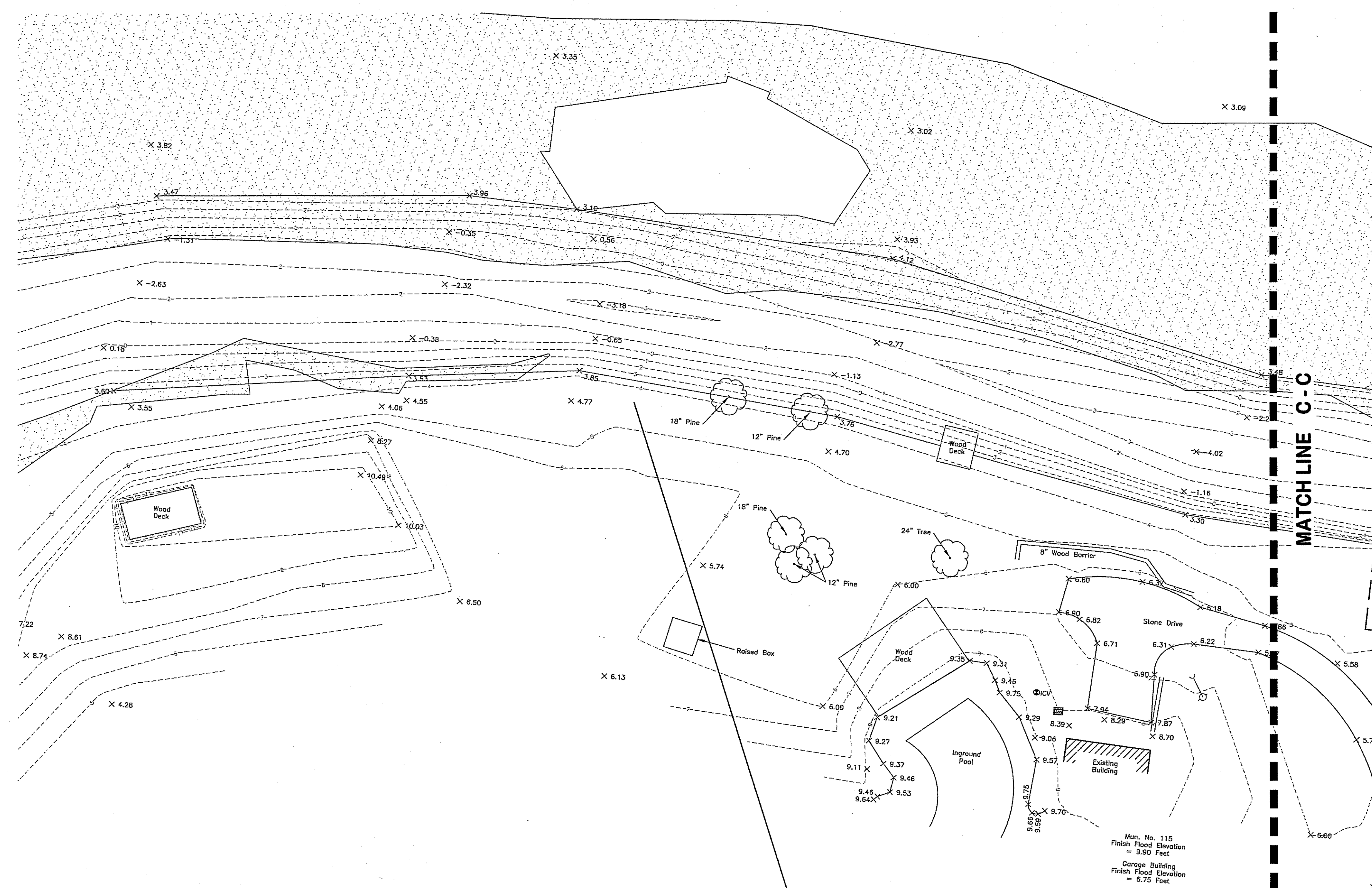
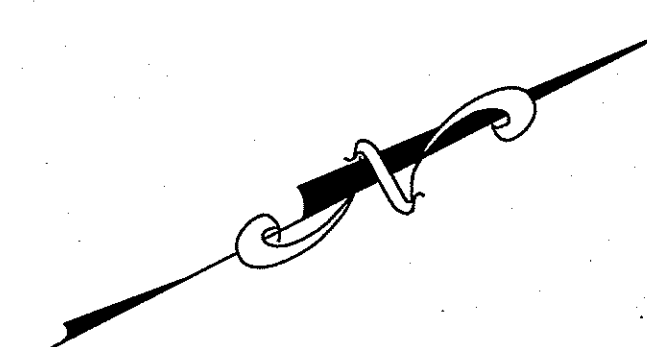
PLAT SHOWING TOPOGRAPHIC SURVEY
OF A SECTION OF
W-15 CANAL
LOCATED IN SECTION 17,
TOWNSHIP 9 SOUTH - RANGE 15 EAST
ST. TAMMANY PARISH, LOUISIANA

ACADIA LAND SURVEYING, LLC
LOUISIANA • MISSISSIPPI • TEXAS
314 EAST BAYOU ROAD, THIBODAUX, LOUISIANA 70301
Phone • (985) 449-0034 Fax • (985) 449-0085
EMAIL • ACADIA@ACADIALANDSURVEYING.COM

| DATE | REVISION DESCRIPTION | INT. |
|------------|--|-----------------------------------|
| 03/27/2012 | FIELD WORK COMPLETED ON MARCH 27, 2012 | ALS FILE: 2011/11-185/11-1855.DWG |

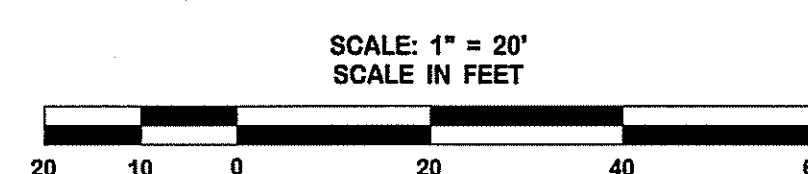


VICINITY MAP
SCALE 1" = 2000'



- NOTES:
- 1.) Basis of Elevations: Online Positioning User Service (OPUS) as provided by National Geodetic Survey (N.G.S.) solution using Goid12A NAVD83.
 - 2.) Utilities: Acadia Land Surveying, L.L.C. made no attempt to locate visible utilities or evidence of buried utilities as part of this survey.
 - 3.) Setback lines shall be verified by owner or contractor prior to any construction, as an abstract has not been performed by the surveyor.
 - 4.) Information provided hereon is topographic data only. No property boundary survey was performed, therefore does not fall under the "Minimum Standards for Property Boundary Surveys."
 - 5.) This survey and plot do not include research and investigation of servitudes, right-of-way, easement, etc. which may affect the property. The surveyor was not provided with a title opinion or abstract.
 - 6.) This map is not a property boundary survey, and as such does not comply with the Louisiana "Minimum Standards for Property Boundary Surveys."
 - 7.) No attempt has been made by Acadia Land Surveying, L.L.C. to verify title, actual legal ownership, deed restrictions, servitudes, easements, alleys, right-of-ways or other burdens on the property, other than that furnished by the client or his representative. There is no representation that all applicable servitudes and restrictions are shown hereon. The surveyor has made no title search or public record search in compiling the data for this survey.
 - 8.) Acadia Land Surveying, L.L.C. has not and does not provide Delineation of Jurisdictional Wetlands. Acadia Land Surveying, L.L.C. did not receive nor research the location of wetland areas as delineated by the appropriate authorities.
 - 9.) The words "certify," "certifies" or "certification" as used hereon is understood to be an expression of professional opinion by the surveyor, based upon his best knowledge, information, and belief, as such, it does not constitute a guarantee nor a warranty, expressed or implied.

SHEET 4 OF 4



CERTIFICATION:
This is to certify that this survey was done by me or under my direct supervision and control, that the survey was done on the ground and was done in accordance with the most recent Standards of Practice for Boundary Surveys as set forth by the State of Louisiana Board of Registration for Professional Engineers and Land Surveyors and that the accuracy, precision and positional tolerances are in accordance with Class "C" surveys indicated in the above standards. I also certify there are no visible encroachments across any property lines except as shown.

Michael P. Blanchard
REGISTERED PROFESSIONAL LAND SURVEYOR
Michael P. Blanchard, P.L.S., Reg. No. 4861

03/27/2012

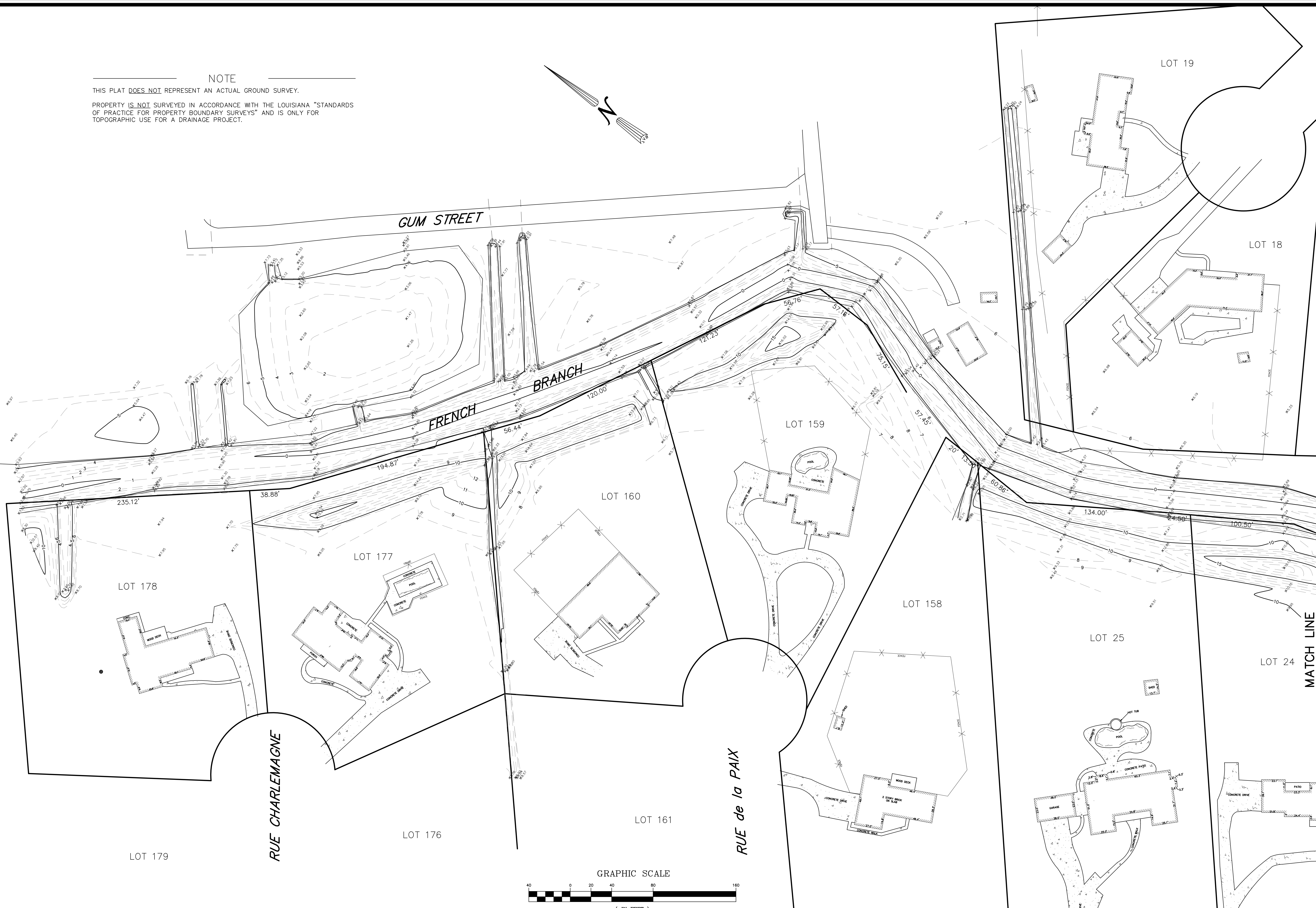
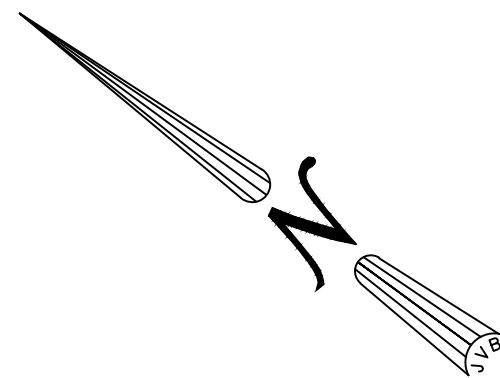
PLAT SHOWING TOPOGRAPHIC SURVEY
OF A SECTION OF
W-15 CANAL
LOCATED IN SECTION 17,
TOWNSHIP 9 SOUTH - RANGE 15 EAST
ST. TAMMANY PARISH, LOUISIANA

ACADIA
LAND SURVEYING, LLC
LOUISIANA • MISSISSIPPI • TEXAS
314 EAST BAYOU ROAD, THIBODAUX, LOUISIANA 70301
Phone • (985) 449-0094 Fax • (985) 449-0085
EMAIL • ACADIA@ACADIALANDSURVEYING.COM

| DATE | REVISION DESCRIPTION | BY |
|----------------------------|---|-----------------------------------|
| FIELD BOOK: 266, PG. 14-31 | FIELD WORK COMPLETED ON: MARCH 27, 2012 | ALS FILE: 2011/11-180/11-1805.DWG |

THIS PLAT DOES NOT REPRESENT AN ACTUAL GROUND SURVEY.

PROPERTY IS NOT SURVEYED IN ACCORDANCE WITH THE LOUISIANA "STANDARDS OF PRACTICE FOR PROPERTY BOUNDARY SURVEYS" AND IS ONLY FOR TOPOGRAPHIC USE FOR A DRAINAGE PROJECT.



J.V. Burkes & Associates, Inc.

G • ENVIRONMENTAL
1805 Shortcut Highway
Slidell, Louisiana 70458
E-mail: jvbassoc@jvburkes.com
649-0075 Fax: 985-649-0154

TOPOGRAPHIC SURVEY FOR
W-15 DRAINAGE PROJECT (FRENCH BRANCH)
ST. TAMMANY PARISH, LOUISIANA


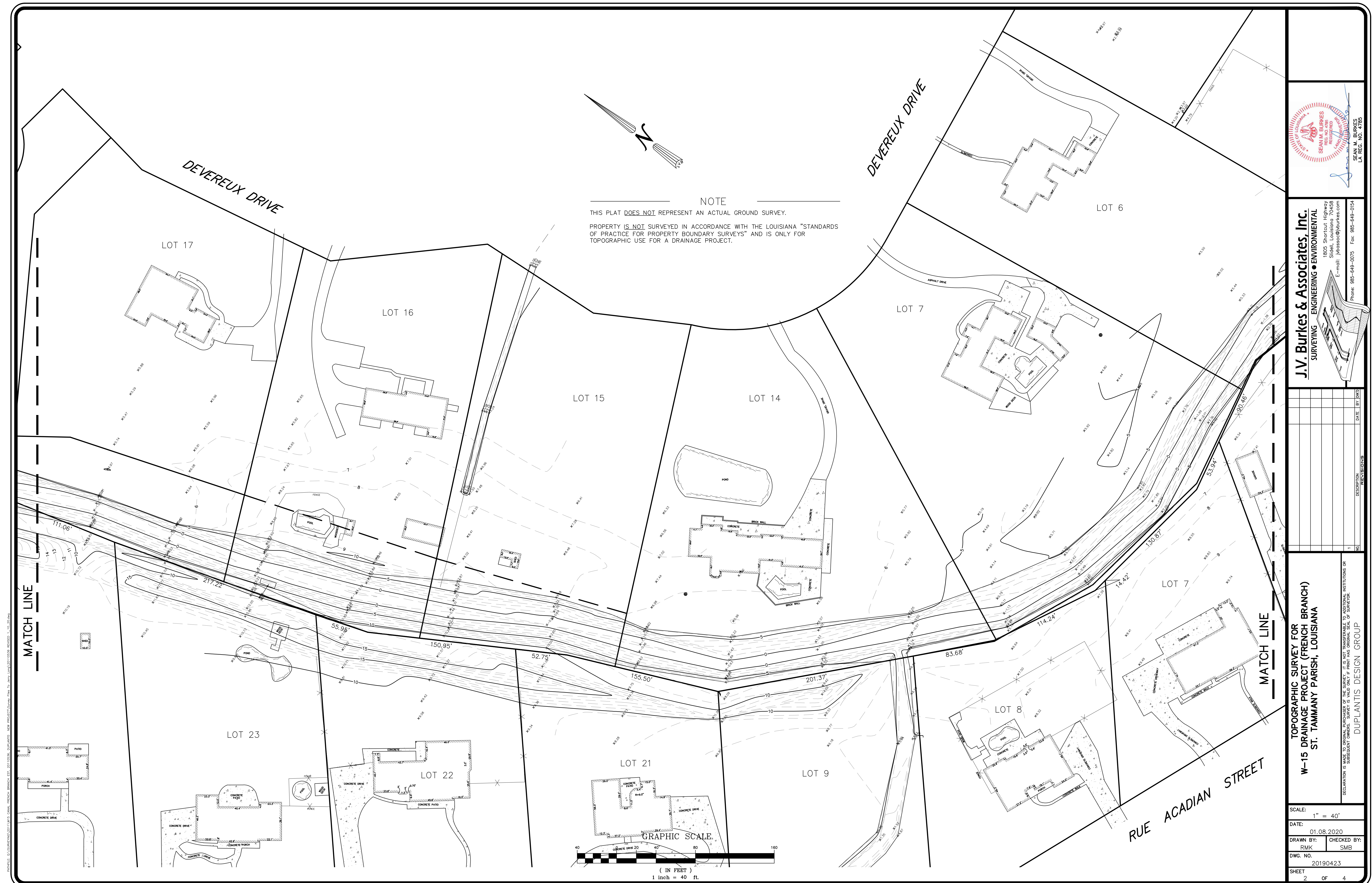
| | | | |
|-------------|------------------|------------|-------------------------|
| CONE | SCALE: | 1" = 40' | |
| | DATE: | 01.08.2020 | |
| | DRAWN BY: | RMK | CHECKED BY: S |
| | DWG. NO. | 20190423 | |
| | SHEET | 1 | OF |
| | | | |

DECLARATION IS MADE TO ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL OF SURVEYOR.

[illegible]

SEAN M. BURKES
REG. NO. 4785
REGISTERED
LAND SURVEYOR
STATE OF LOUISIANA


PATHFILE: Q:\SURVEYING\2011\W15 CANAL FRENCH BRANCH EST. 20110536, DUPLANTIS NEW PROJECT\SURVEY FILES To Jerry Long\20110536 REVISED 1_10_20.dwg



SEAN M. BURKES
REG. NO. 4785
REGISTERED
LAND SURVEYOR

SEAN M. BURKES
LA REG. NO. 4785

J.V. Burkes & Associates, Inc.
SURVEYING ENGINEERING • ENVIRONMENTAL



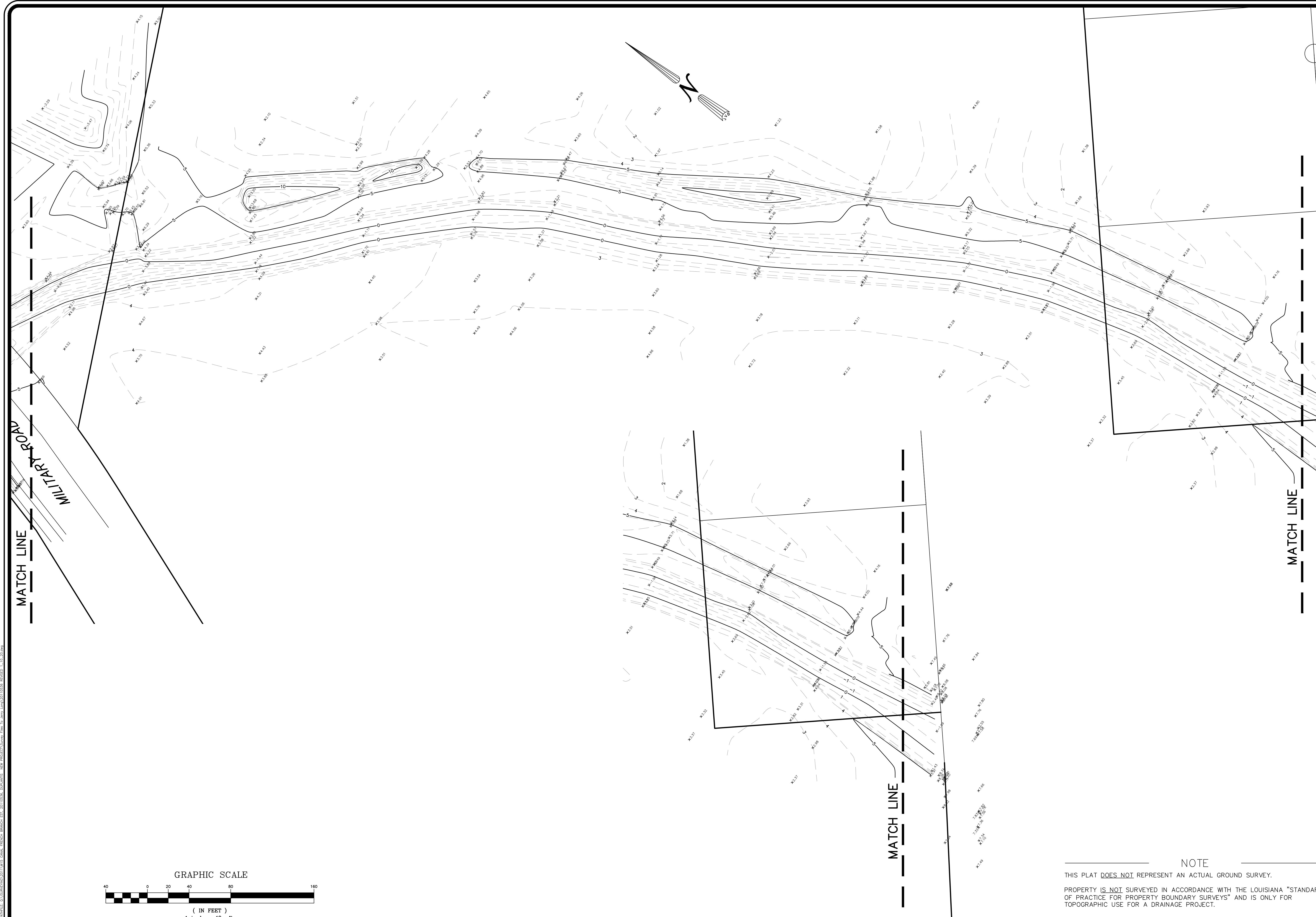
1805 Shortcut Highway
Slidell, Louisiana 70458
E-mail: jvburkes@jvburkes.com

Phone: 985-649-4075 Fax: 985-649-0164

[illegible]

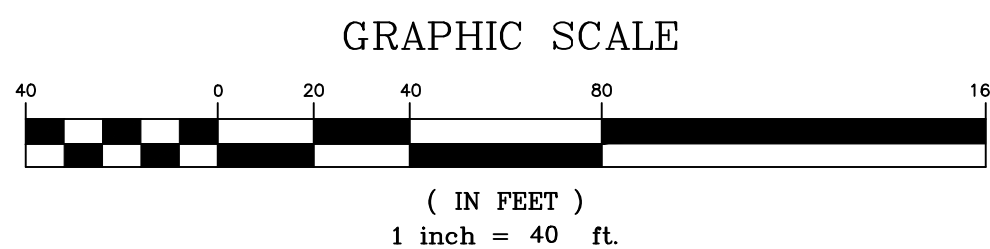
TOPOGRAPHIC SURVEY FOR
W-15 DRAINAGE PROJECT (FRENCH BRANCH)
ST. TAMMANY PARISH, LOUISIANA

| | | |
|----------------------|--------------------|--|
| SCALE: 1" = 40' | | |
| DATE: 01.08.2020 | | |
| DRAWN BY: RMK | CHECKED BY: SMB | |
| DWG. NO. 20190423 | | |
| SHEET 2 OF 4 | | |



MATCH LINE

MATCH LINE



NOTE

PROPERTY IS NOT SURVEYED IN ACCORDANCE WITH THE LOUISIANA "STANDARDS
OF PRACTICE FOR PROPERTY BOUNDARY SURVEYS" AND IS ONLY FOR
TOPOGRAPHIC USE FOR A DRAINAGE PROJECT.

TOPOGRAPHIC SURVEY FOR
W-15 DRAINAGE PROJECT (FRENCH BRANCH)
ST. TAMMANY PARISH, LOUISIANA

DECLARATION IS MADE TO ORIGINAL PURCHASER OF THE SURVEY, IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL OF SURVEYOR.

| | | | |
|-----------|--|-------------|---|
| SCALE: | | 1" = 40' | |
| DATE: | | 01.08.2020 | |
| DRAWN BY: | | CHECKED BY: | |
| RMK | | | S |
| DWG. NO. | | 20190423 | |
| SHEET | | | |
| 4 | | OF | |

J.V. Burkes & Associates, Inc.

SURVEYING ENGINEERING • ENVIRONMENTAL

1805 Shortcut Highway
Slidell, Louisiana 70458
E-mail: jvbassoc@jvburkes.com

Phone: 985-649-0075 Fax: 985-649-0154





LEGEND - EXISTING

| | |
|----------------------------------|-------------|
| EXISTING OVERHEAD POWER LINE | TOP = 18.00 |
| ELEVATION OF TOP OF STRUCTURE | WV = 15.00 |
| ELEVATION OF BOTTOM OF STRUCTURE | V 1.59 |
| EXISTING SPOT ELEVATION | 18.50 TC |
| ELEVATION OF TOP OF CURB | 18.50 FC |
| ELEVATION OF FACE OF CURB | 18.50 FC |
| EXISTING GROUND CONTOUR LINE | --- |

LEGEND - NEW IMPROVEMENTS

| | |
|----------------------------------|---------|
| PROPOSED CENTER LINE OF CANAL | --- |
| LIMITS OF CONSTRUCTION | --- |
| GRADING LIMITS | --- |
| APPARENT ROW LINE (50' OFFSET) | --- |
| MATCHLINES | --- |
| CONTOUR | 12 |
| SPOT ELEVATION | x 12.00 |
| SLOPE | + |
| EXISTING FENCE | x |
| CONSTRUCTION ACCESS ROAD/RIP RAP | --- |
| MULCHED ACCESS DRIVE | --- |

| REVISION | BY |
|----------|----|
| | |
| | |
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| | |

DDG
DUPLANTIS DESIGN GROUP, PC
1654 E. Brewster Road, Suite 101
Covington, LA 70433
Phone: 985.249.6180 | FAX: 985.249.6190
WWW.DDGP.COM
THIBODAUX | COVINGTON | HOUSTON
BATON ROUGE | LAFAYETTE

Joseph P. Gullorff
SIGNATURE
1/21/2022
DATE
STAMP
STATE OF LOUISIANA
JOSEPH PIERRE GULLORFF
Engineer No. 4131
CIVIL ENGINEER

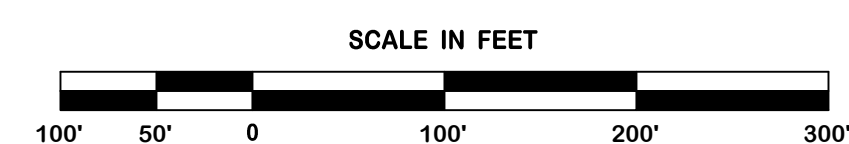
ST. TAMMANY PARISH GOVERNMENT
LOWER W-15 AREA DRAINAGE IMPROVEMENTS PHASE II
SLIDELL, LOUISIANA
ST. TAMMANY PARISH
FOR ST. TAMMANY PARISH GOVERNMENT
ST. TAMMANY PARISH, LA

DRAWN
CMR
CHECKED
JPS
ISSUED DATE
1/21/2022
ISSUED FOR
BID
PROJECT NO.
11-143
FILE
11-143 C-10-11 SITE LAYOUT
OVERALL
SHEET
C-1



**OVERALL
SITE PLAN**

SCALE IN FEET
100' 50' 0 100' 200' 300'



| | |
|----------------------------------|--------------|
| EXISTING OVERHEAD POWER LINE | —OE— |
| ELEVATION OF TOP OF STRUCTURE | TOP = 18.00 |
| ELEVATION OF BOTTOM OF STRUCTURE | INV. = 15.00 |
| EXISTING SPOT ELEVATION | x 1.59 |
| ELEVATION OF TOP OF CURB | 18.50 TC |
| ELEVATION OF FACE OF CURB | 18.00 FC |
| EXISTING GROUND CONTOUR LINE | ---5--- |

PROPOSED CENTER
LINE OF CANAL

LIMITS OF CONSTRUCTION

GRADING LIMITS

MATCHLINES

CONTOUR

SPOT ELEVATION

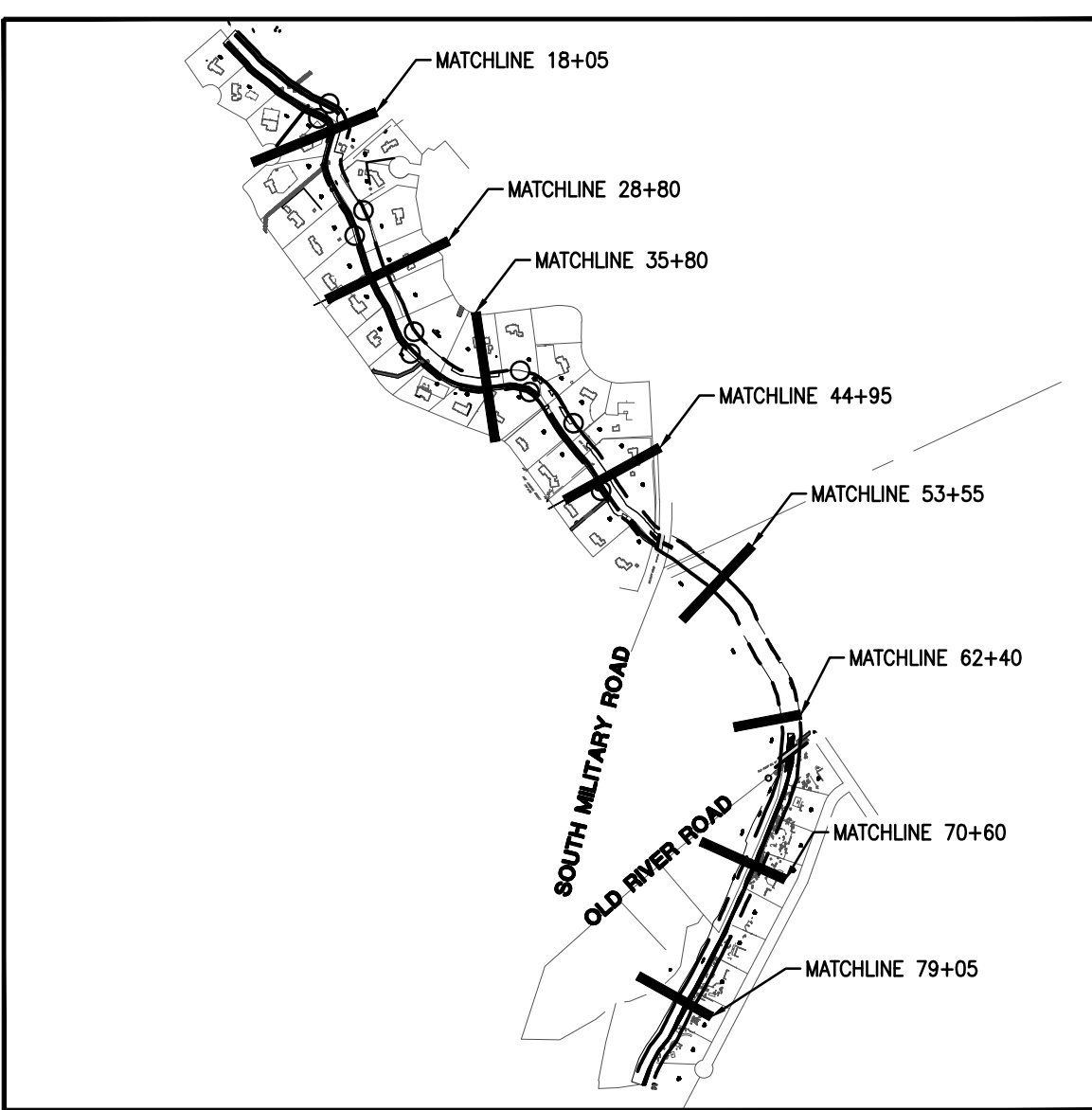
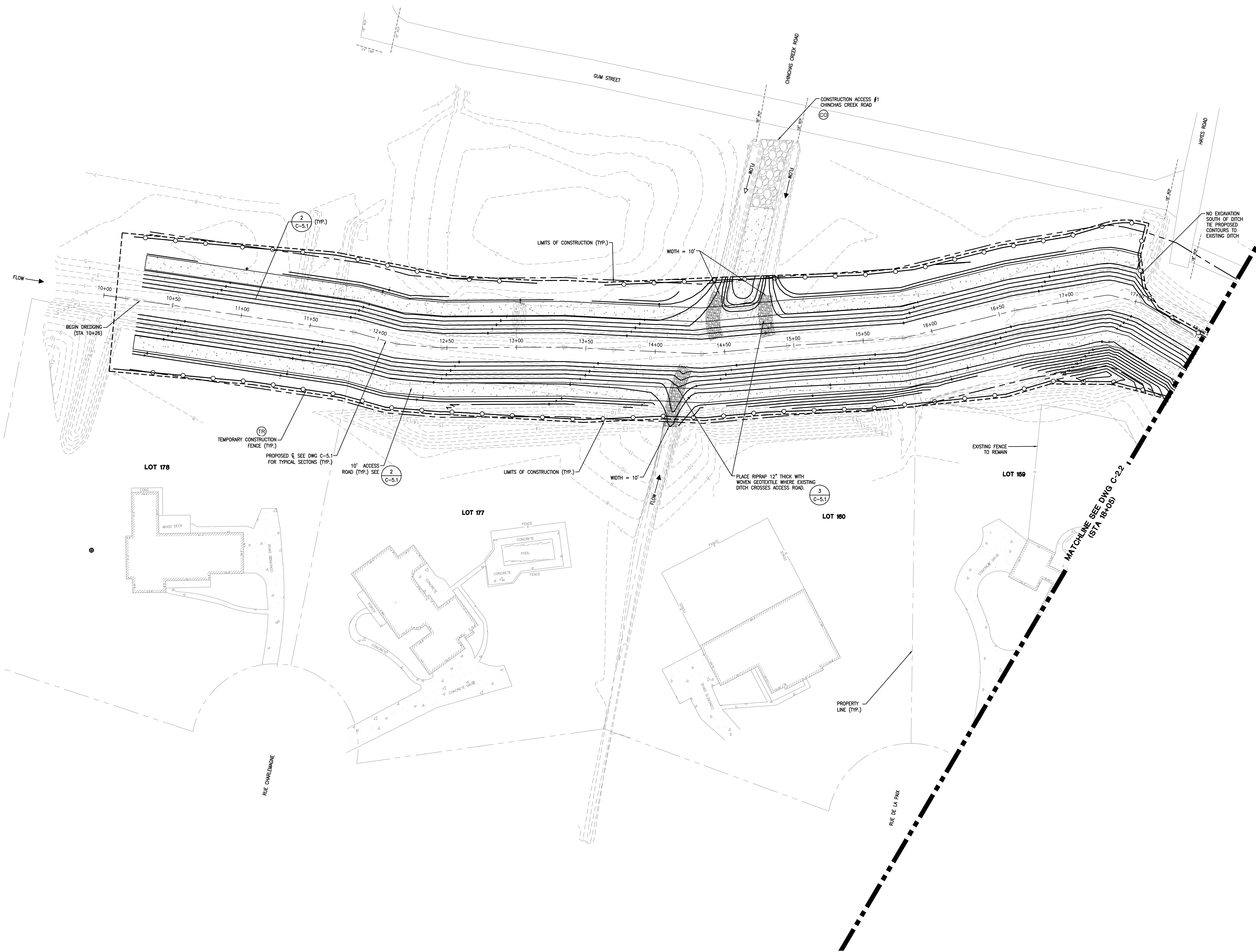
SLOPE

EXISTING FENCE

RIP RAP

MULCHED ACCESS DRIVE

| |
|---|
| DRAWN CMR |
| CHECKED JPG |
| ISSUED DATE 1/21/2022 |
| ISSUED FOR BID |
| PROJECT NO. 11-143 |
| FILE 11-143 C-1.0-1.1 SITE LAYOUT OVERALL |
| SHEET |
| C-1.1 |



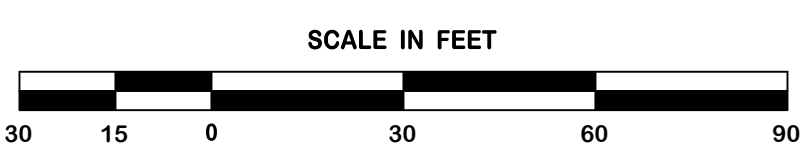
SITE VICINITY MAP
NTS

| LEGEND - EXISTING | |
|----------------------------------|-------------|
| EXISTING OVERHEAD POWER LINE | — 0E — |
| ELEVATION OF TOP OF STRUCTURE | TOP = 16.00 |
| ELEVATION OF BOTTOM OF STRUCTURE | BN = 15.00 |
| EXISTING SPOT ELEVATION | X 1.50 |
| ELEVATION OF TOP OF CURB | 16.50 TC |
| ELEVATION OF FACE OF CURB | 16.00 FC |
| EXISTING GROUND CONTOUR LINE | — 5' — |
| LEGEND - NEW IMPROVEMENTS | |
| PROPOSED CENTER LINE OF CANAL | — — — — — |
| LIMITS OF CONSTRUCTION | — — — — — |
| GRADING LIMITS | — — — — — |
| APPARENT ROW LINE (50' OFFSET) | — — — — — |
| MATCHLINES | — — — — — |
| CONTOUR | — 12 — |
| SPOT ELEVATION | X 12.00 |
| SLOPE | — S — |
| EXISTING FENCE | X |
| CONSTRUCTION ACCESS ROAD/RIP RAP | [Pattern] |
| MULCHED ACCESS DRIVE | [Pattern] |
| CLEAR AND SNAG | [Pattern] |
| EXISTING WETLANDS TO BE IMPACTED | [Pattern] |
| EXISTING WETLANDS | [Pattern] |
| CONSTRUCTION FENCING | — O — |

- NOTES:
- SEE GENERAL NOTES ON SHEET C-0.2.
 - TOPOGRAPHIC SURVEY WAS PREPARED BY J.V. BURKES AND ASSOCIATES AND ACADIA LAND SURVEYING BETWEEN 2011 AND 2013. ALL ELEVATIONS ARE PROVIDED IN NAVD83, GEOID 128. HORIZONTAL COORDINATES ARE GIVEN IN NAD83, STATE PLAN LOUISIANA SOUTH.
 - SEE SHEET C-3.1 AND C-3.2 FOR CHANNEL PROFILE.
 - SEE SHEET C-4.1 THROUGH C-4.4 FOR CHANNEL SECTIONS. CHANNEL EXCAVATION VARIES FROM TYPICAL SECTION SHOWN ON SHEET 6.1 DEPENDING ON LOCATION.
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 - CONTRACTOR SHALL NOT CLEAR BEYOND LIMITS OF CONSTRUCTION. CONTRACTOR SHALL ERECT TEMPORARY CONSTRUCTION FENCING AT LIMITS OF CONSTRUCTION UNLESS OTHERWISE NOTED ON THESE PLANS.
 - THE PRESENCE OF GROUNDWATER AND SATURATED SOIL CONDITIONS SHOULD BE ANTICIPATED ON THIS PROJECT. CONTRACTORS BID SHALL CONSIDER THE NEED TO ADDRESS THIS ISSUE.
 - CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE TOWARDS EXISTING DRAINAGE CHANNEL ALL TIMES.



SITE LAYOUT AND GRADING PLAN



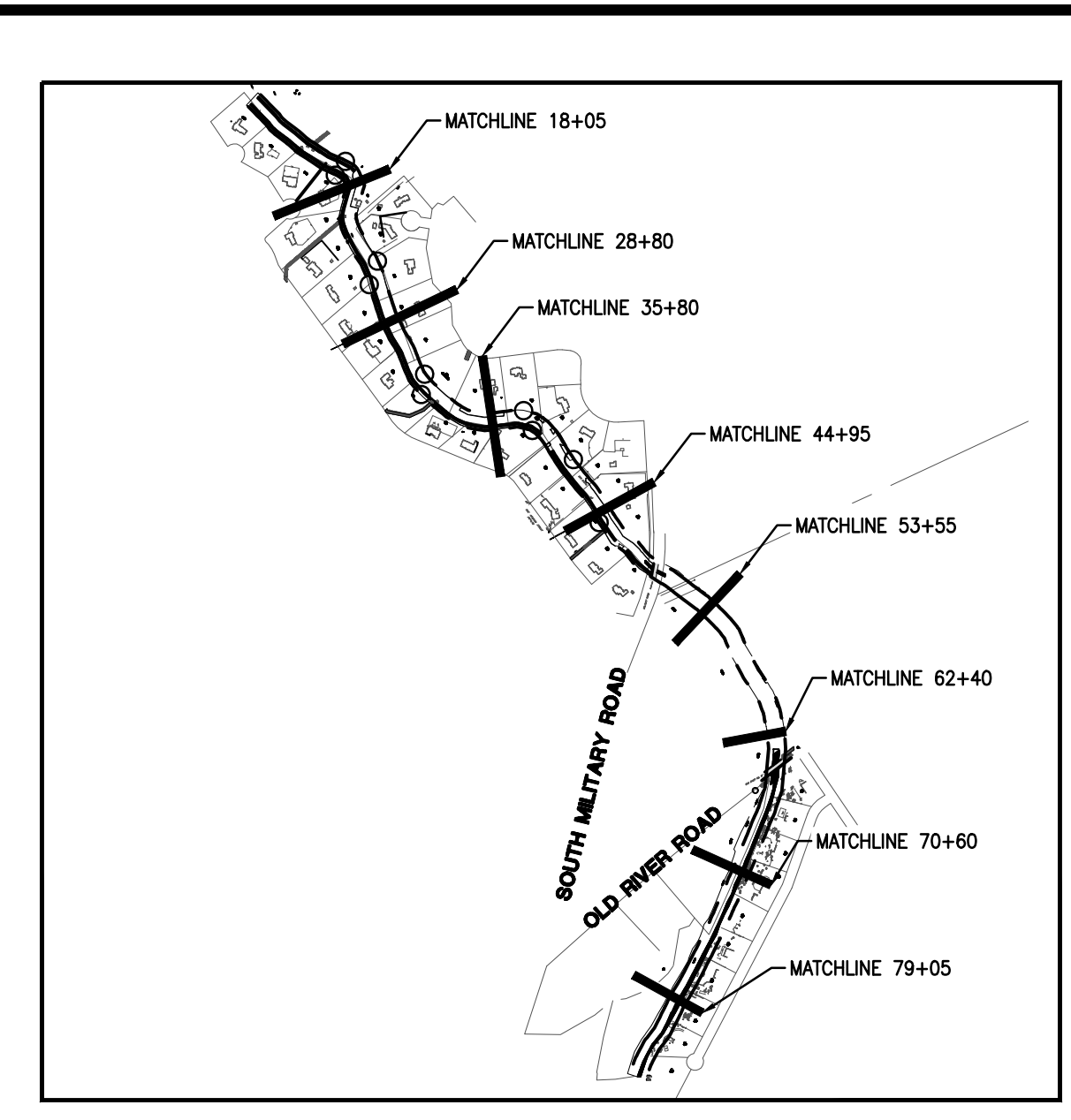
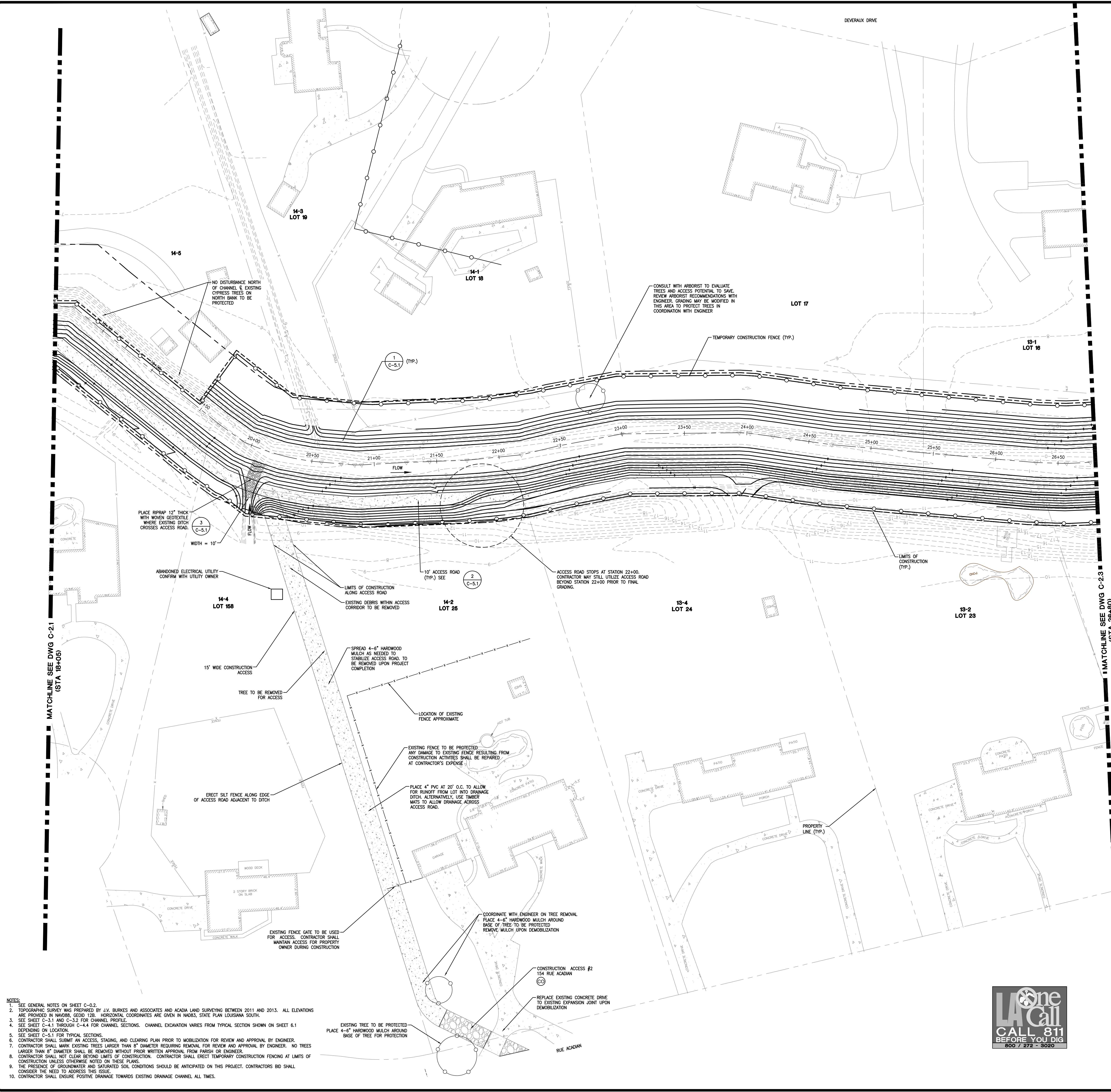
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THIBODAUX | COVINGTON | HOUSTON
BATON ROUGE | LAFAYETTE

Signature: Joseph P. Gullorff
Stamp: STATE OF LOUISIANA, CIVIL ENGINEER, JOSEPH PIERRE GULLORFF, LICENSE NO. 44131, EXPIRES 12/31/2022
Signature: [Blank]
Date: 1/21/2022

ST. TAMMANY PARISH GOVERNMENT
SLIDELL, LOUISIANA
ST. TAMMANY PARISH
FOR ST. TAMMANY PARISH GOVERNMENT
ST. TAMMANY PARISH, LA

DRAWN: CMR
CHECKED: JPS
ISSUED DATE: 1/21/2022
ISSUED FOR: BID
PROJECT NO.: 11-143
FILE: 11-143 C-2.1-2.9 SITE AND GRADING
SHEET: C-2.1



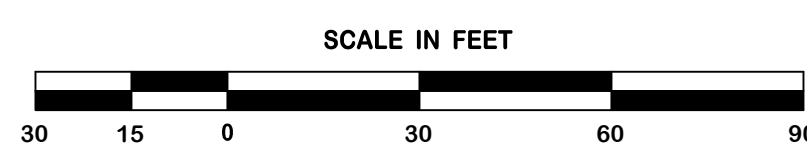
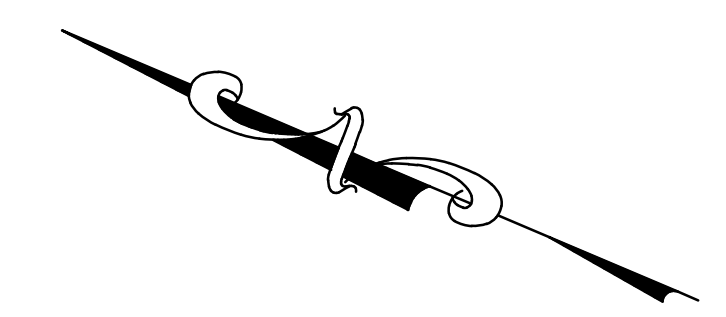
SITE VICINITY MAP
NTS

LEGEND - EXISTING

| | |
|----------------------------------|-------------|
| EXISTING OVERHEAD POWER LINE | --- |
| LINE OF CANAL | --- |
| ELEVATION OF TOP OF STRUCTURE | TOP = 18.00 |
| ELEVATION OF BOTTOM OF STRUCTURE | BN = 15.00 |
| EXISTING SPOT ELEVATION | X 1.50 |
| ELEVATION OF TOP OF CURB | 18.50 TC |
| ELEVATION OF FACE OF CURB | 18.00 FC |
| EXISTING GROUND CONTOUR LINE | ---5--- |

LEGEND - NEW IMPROVEMENTS

| | |
|----------------------------------|-----------|
| PROPOSED CENTER | --- |
| LIMITS OF CONSTRUCTION | --- |
| GRADING LIMITS | --- |
| APPARENT ROW LINE (50' OFFSET) | --- |
| MATCHLINES | --- |
| CONTOUR | --- |
| SPOT ELEVATION | X 12.00 |
| SLOPE | -5- |
| EXISTING FENCE | X |
| CONSTRUCTION ACCESS ROAD/RIP RAP | [Pattern] |
| MULCHED ACCESS DRIVE | [Pattern] |
| CLEAR AND SNAG | [Pattern] |
| EXISTING WETLANDS TO BE IMPACTED | [Pattern] |
| EXISTING WETLANDS | [Pattern] |
| CONSTRUCTION FENCING | --- |



SITE LAYOUT AND GRADING PLAN

NOTES:
1. SEE GENERAL NOTES ON SHEET C-0.2.
2. TOPOGRAPHIC SURVEY WAS PREPARED BY J.V. BURKES AND ASSOCIATES AND ACADIA LAND SURVEYING BETWEEN 2011 AND 2013. ALL ELEVATIONS ARE PROVIDED IN NAVD83, GEOID 128. HORIZONTAL COORDINATES ARE GIVEN IN NAD83, STATE PLANE LOUISIANA SOUTH.
3. SEE SHEET C-3.1 AND C-3.2 FOR CHANNEL PROFILE.
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10. CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE TOWARDS EXISTING DRAINAGE CHANNEL ALL TIMES.



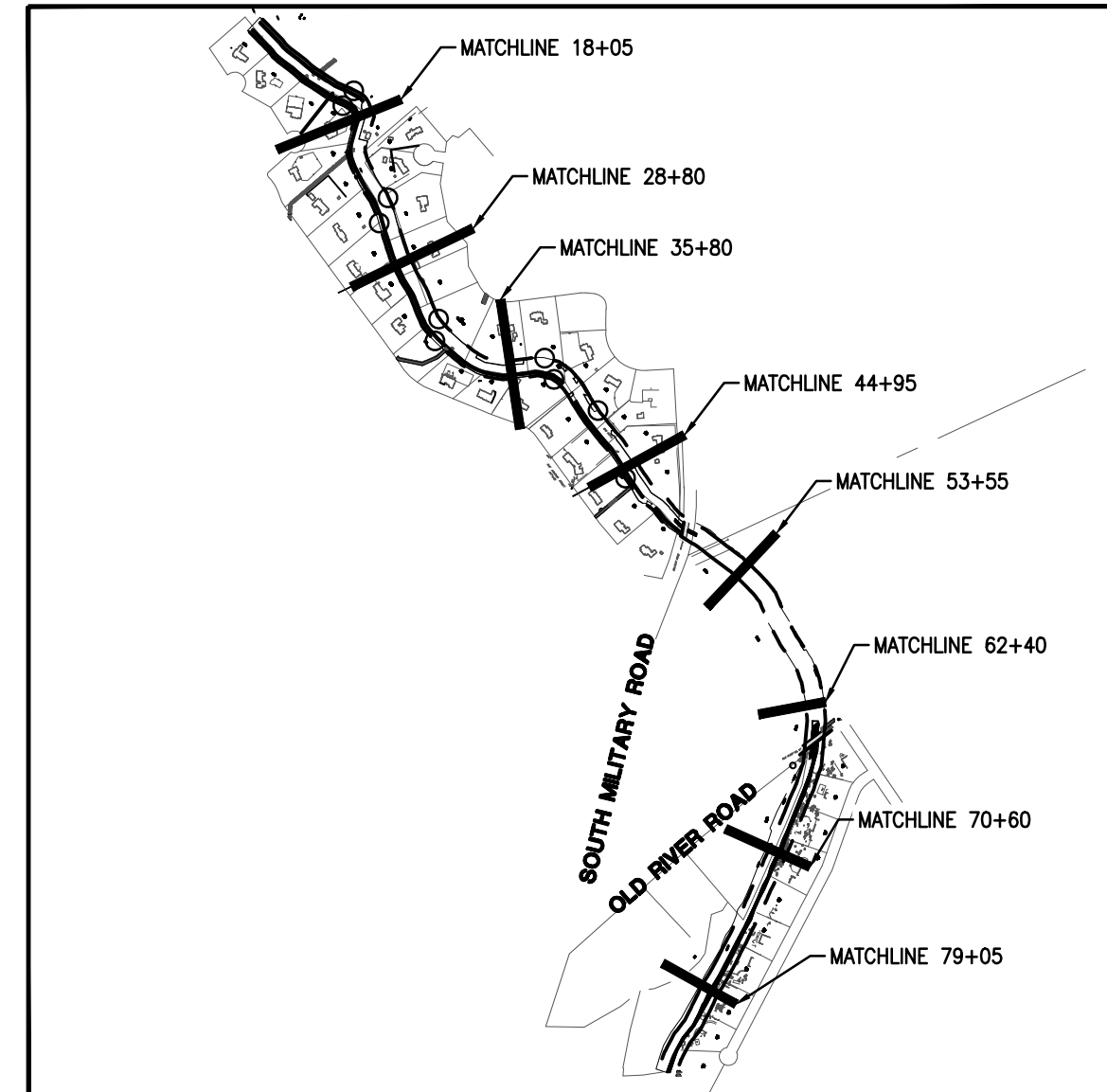
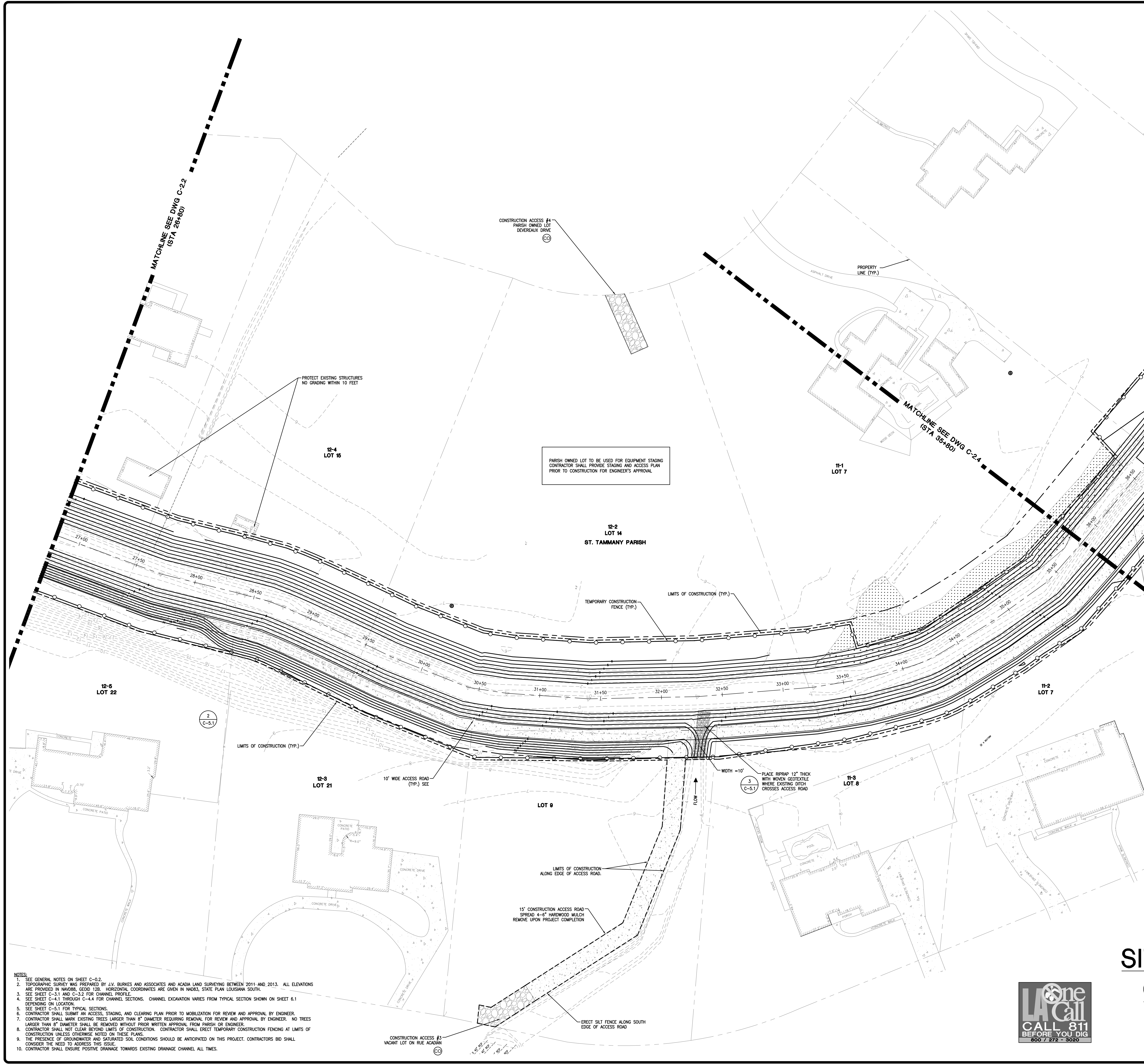
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BATON ROUGE | LAFAYETTE

Stamp area containing the professional engineer's signature, name (Joseph P. Gullorff), and the official seal of the State of Louisiana, Civil Engineer No. 1431.

LOWER W-15 AREA DRAINAGE IMPROVEMENTS PHASE II
SLIDELL, LOUISIANA
ST. TAMMANY PARISH
FOR ST. TAMMANY PARISH GOVERNMENT
ST. TAMMANY PARISH, LA

DRAWN CMR
CHECKED JPS
ISSUED DATE 1/21/2022
ISSUED FOR BID
PROJECT NO. 11-143
FILE 11-143 C-2.1-2.9 SITE AND GRADING
SHEET C-2.2



SITE VICINITY MAP
NTS

LEGEND - EXISTING

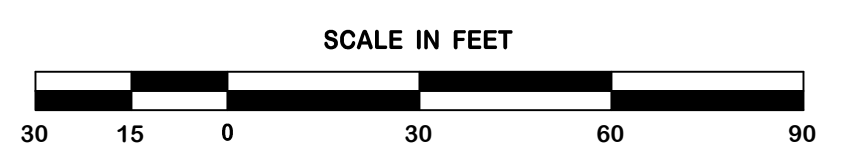
- EXISTING OVERHEAD POWER LINE
- ELEVATION OF TOP OF STRUCTURE
- ELEVATION OF BOTTOM OF STRUCTURE
- EXISTING SPOT ELEVATION
- ELEVATION OF TOP OF CURB
- ELEVATION OF FACE OF CURB
- EXISTING GROUND CONTOUR LINE

LEGEND - NEW IMPROVEMENTS

- PROPOSED CENTER LINE OF CANAL
- LIMITS OF CONSTRUCTION
- GRADING LIMITS
- APPARENT ROW LINE (50' OFFSET)
- MATCHLINES
- CONTOUR
- SPOT ELEVATION
- SLOPE
- EXISTING FENCE
- CONSTRUCTION ACCESS ROAD/RIP
- MULCHED ACCESS DRIVE
- CLEAR AND SNAG
- EXISTING WETLANDS TO BE IMPACTED
- EXISTING WETLANDS
- CONSTRUCTION FENCING

NOTES:
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SITE LAYOUT AND
GRADING PLAN



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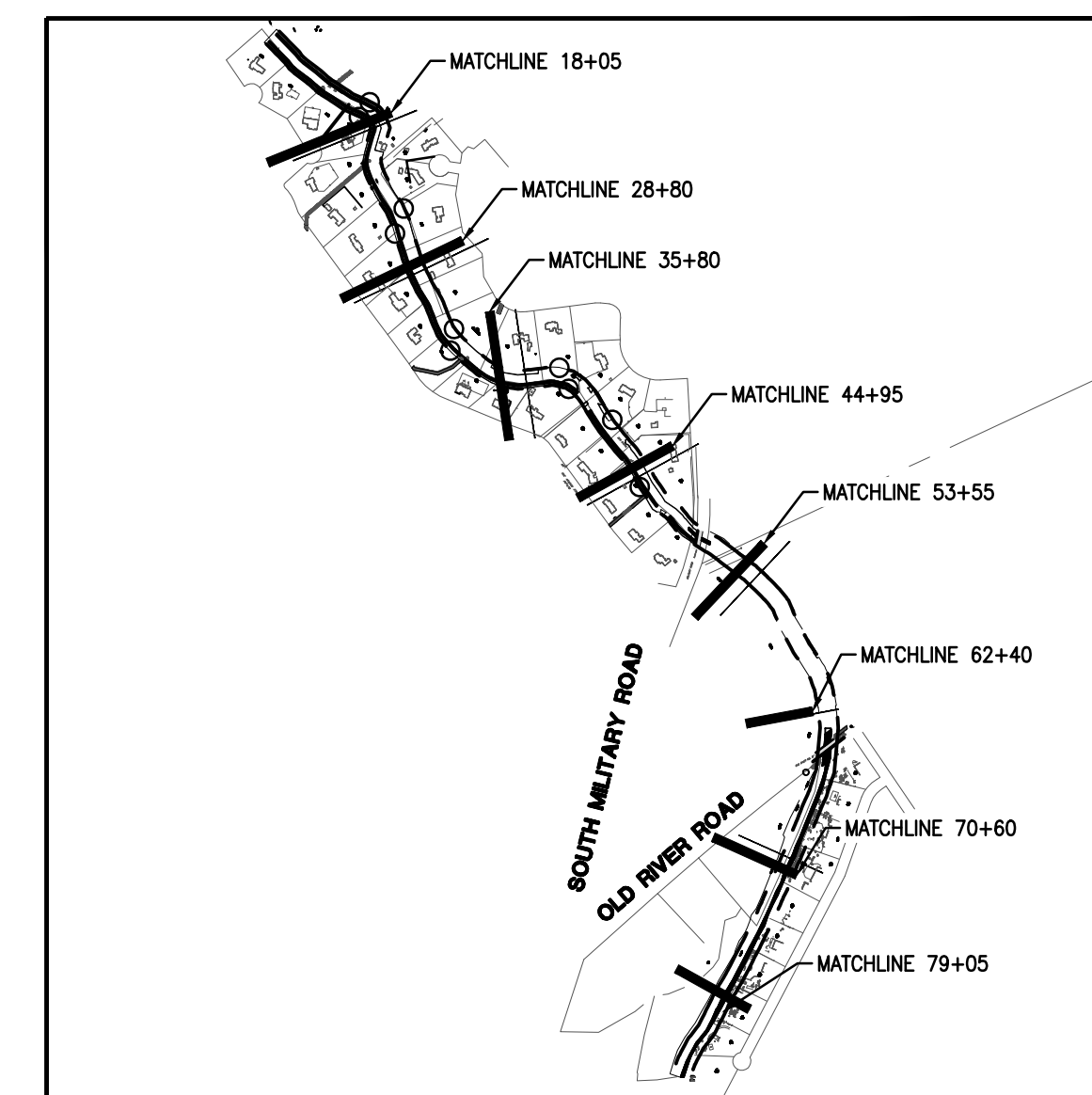
Joseph P. Gullor
SIGNATURE
1/21/2022
DATE
STATE OF LOUISIANA
JOSEPH PIERRE GULLOR
Engineer No. 4131
CIVIL ENGINEER

ST. TAMMANY PARISH GOVERNMENT
SLIDELL, LOUISIANA
ST. TAMMANY PARISH
FOR ST. TAMMANY PARISH GOVERNMENT
ST. TAMMANY PARISH, LA
LOWER W-15 AREA DRAINAGE IMPROVEMENTS PHASE II

DRAWN
CMR
CHECKED
JPS
ISSUED DATE
1/21/2022
ISSUED FOR
BID
PROJECT NO.
11-143
FILE
11-143 C-2.1-2.9 SITE AND
GRADING
SHEET
C-2.3



- NOTES:
- SEE GENERAL NOTES ON SHEET C-0.2.
 - TOPOGRAPHIC SURVEY WAS PREPARED BY J.V. BURKES AND ASSOCIATES AND ACADIA LAND SURVEYING BETWEEN 2011 AND 2013. ALL ELEVATIONS ARE PROVIDED IN NAVD83, GEOID 128. HORIZONTAL COORDINATES ARE GIVEN IN NAD83, STATE PLANS LOUISIANA SOUTH.
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SITE VICINITY MAP

NTS

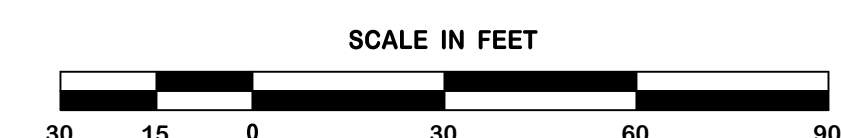
LEGEND - EXISTING

- EXISTING OVERHEAD POWER LINE
- ELEVATION OF TOP OF STRUCTURE
- ELEVATION OF BOTTOM OF STRUCTURE
- EXISTING SPOT ELEVATION
- ELEVATION OF TOP OF CURB
- ELEVATION OF FACE OF CURB
- EXISTING GROUND CONTOUR LINE

LEGEND - NEW IMPROVEMENTS

- PROPOSED CENTER LINE OF CANAL
- LIMITS OF CONSTRUCTION
- GRADING LIMITS
- APPARENT ROW LINE (50' OFFSET)
- MATCHLINES
- CONTOUR
- SPOT ELEVATION
- SLOPE
- EXISTING FENCE
- CONSTRUCTION ACCESS ROAD/RIP RAP
- MULCHED ACCESS DRIVE
- CLEAR AND SNAG
- EXISTING WETLANDS TO BE IMPACTED
- EXISTING WETLANDS
- CONSTRUCTION FENCING

SITE LAYOUT AND GRADING PLAN



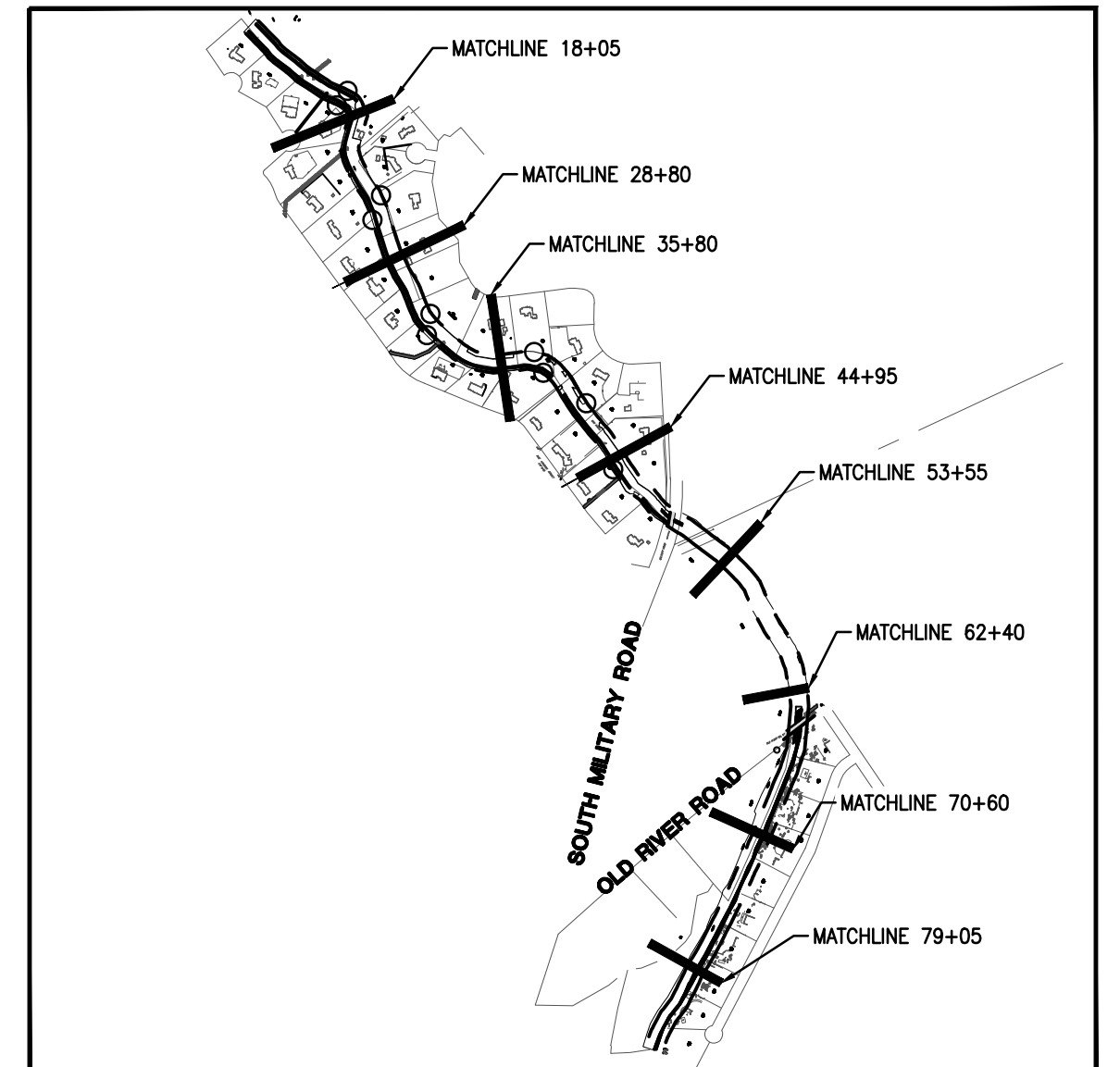
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BATON ROUGE | LAFAYETTE

Signature: *Joseph P. Gullorff*
NAME: JOSEPH PIERRE GULLORFF
LICENSE NO.: 131
EXPIRATION: 12/31/2022
STAMP: STATE OF LOUISIANA
CIVIL ENGINEER

ST. TAMMANY PARISH GOVERNMENT
FOR ST. TAMMANY PARISH GOVERNMENT
ST. TAMMANY PARISH, LA
LOWER W-15 AREA DRAINAGE IMPROVEMENTS PHASE II
SLIDELL, LOUISIANA
ST. TAMMANY PARISH

DRAWN: CMR
CHECKED: JPS
ISSUED DATE: 1/21/2022
ISSUED FOR: BID
PROJECT NO.: 11-143
FILE: 11-143 C-2.1-2.9 SITE AND GRADING
SHEET: C-2.4



SITE VICINITY MAP
NTS

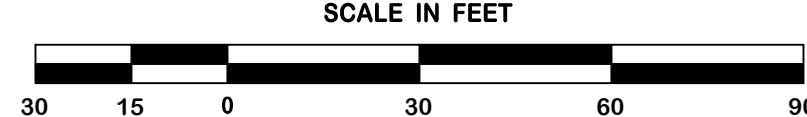
LEGEND - EXISTING

| | |
|----------------------------------|--------------|
| EXISTING OVERHEAD POWER LINE | —OE— |
| ELEVATION OF TOP OF STRUCTURE | TOP = 18.00 |
| ELEVATION OF BOTTOM OF STRUCTURE | INV. = 15.00 |
| EXISTING SPOT ELEVATION | X 12.00 |
| ELEVATION OF TOP OF CURB | 18.50 TC |
| ELEVATION OF FACE OF CURB | 18.00 FC |
| EXISTING GROUND CONTOUR LINE | ---S--- |

LEGEND - NEW IMPROVEMENTS

| | |
|----------------------------------|-----------|
| PROPOSED CENTER LINE OF CANAL | — |
| LIMITS OF CONSTRUCTION | - - - - - |
| GRADING LIMITS | — |
| APPARENT ROW LINE (50' OFFSET) | - - - - - |
| MATCHLINES | — |
| CONTOUR | 12 |
| SPOT ELEVATION | X 12.00 |
| SLOPE | -5- |
| EXISTING FENCE | X |
| CONSTRUCTION ACCESS ROAD/RSP RAP | [Pattern] |
| MULCHED ACCESS DRIVE | [Pattern] |
| CLEAR AND SNAG | [Pattern] |
| EXISTING WETLANDS TO BE IMPACTED | [Pattern] |
| EXISTING WETLANDS | [Pattern] |
| CONSTRUCTION FENCING | ○—○ |

SITE LAYOUT AND
GRADING PLAN



- NOTES:
1. SEE GENERAL NOTES ON SHEET C-0.2.
 2. TOPOGRAPHIC SURVEY WAS PREPARED BY J.V. BURKES AND ASSOCIATES AND ACADIA LAND SURVEYING BETWEEN 2011 AND 2013.
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 11. CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE TOWARDS EXISTING DRAINAGE CHANNEL ALL TIMES.
 12. CONTRACTOR MAY NEED TO USE TIMBER MATS OR SOME SORT OF MATING TO GAIN ACCESS THROUGH THE EXISTING SWAMPY CONDITIONS IN THIS AREA. CONTRACTOR SHALL SUBMIT PROPOSED PROCEDURE IN THE ACCESS PLAN.
 13. ALL EXCAVATION SOUTH/DOWNSTREAM OF MILITARY ROAD TO BE PERFORMED VIA WATERWAY ACCESS.



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1/21/2022

DATE

1/21/2022

SIGNATURE

1/21/2022

DATE

LOWER W-15 AREA DRAINAGE IMPROVEMENTS PHASE II
SLIDELL, LOUISIANA
ST. TAMMANY PARISH
FOR ST. TAMMANY PARISH GOVERNMENT
ST. TAMMANY PARISH, LA

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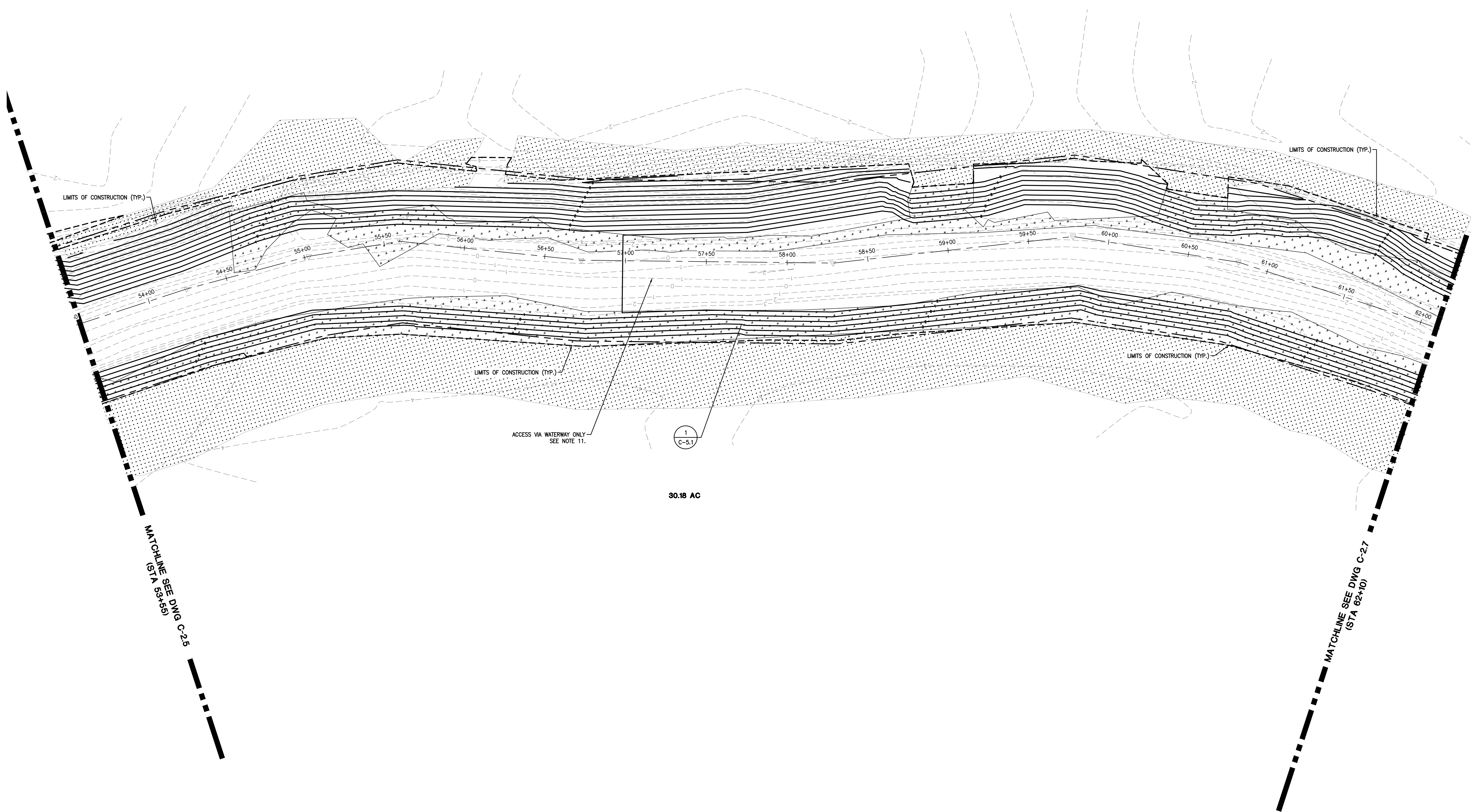
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BID

PROJECT NO.
11-143

FILE
11-143 C-2.1-2.9 SITE AND
GRADING

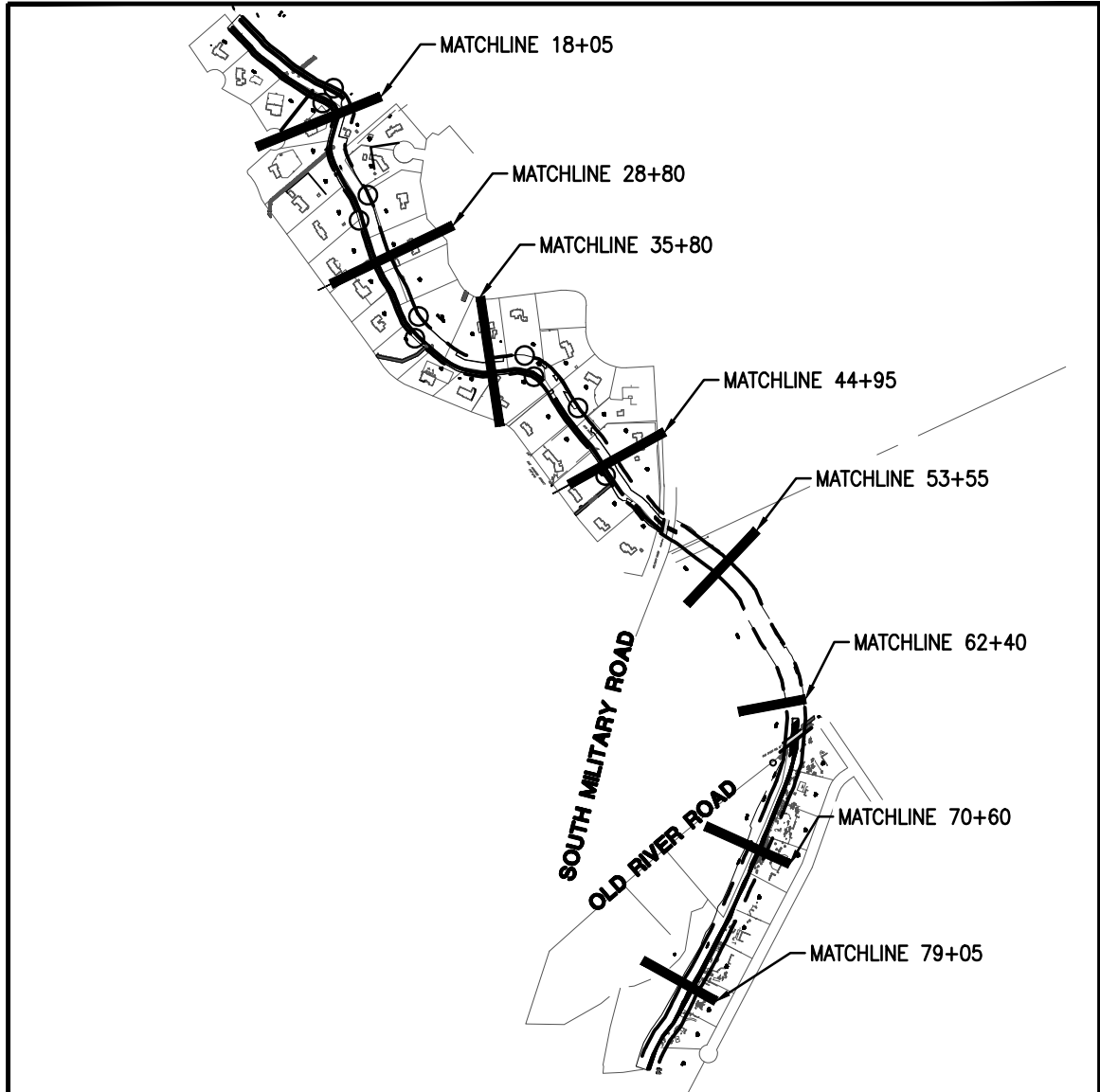
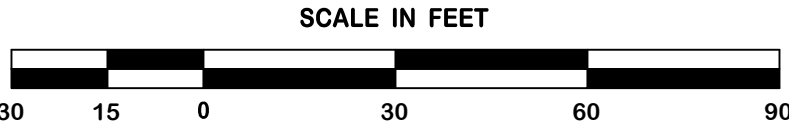
SHEET
C-2.5



- NOTES:
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SITE LAYOUT AND GRADING PLAN



SITE VICINITY MAP
NTS

LEGEND - EXISTING

| | |
|----------------------------------|-------------|
| EXISTING OVERHEAD POWER LINE | —OE— |
| ELEVATION OF TOP OF STRUCTURE | TOP = 18.00 |
| ELEVATION OF BOTTOM OF STRUCTURE | HW = 15.00 |
| EXISTING SPOT ELEVATION | X 1.50 |
| ELEVATION OF TOP OF CURB | 18.50 TC |
| ELEVATION OF FACE OF CURB | 18.00 FC |
| EXISTING GROUND CONTOUR LINE | ---S--- |

LEGEND - NEW IMPROVEMENTS

| | |
|----------------------------------|-----------|
| PROPOSED CENTER LINE OF CANAL | --- |
| LIMITS OF CONSTRUCTION | --- |
| GRADING LIMITS | --- |
| APPARENT ROW LINE (50' OFFSET) | --- |
| MATCHLINES | --- |
| CONTOUR | 12 |
| SPOT ELEVATION | X 12.00 |
| SLOPE | -5 |
| EXISTING FENCE | X |
| CONSTRUCTION ACCESS ROAD/RIP RAP | [Pattern] |
| MULCHED ACCESS DRIVE | [Pattern] |
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| EXISTING WETLANDS | [Pattern] |
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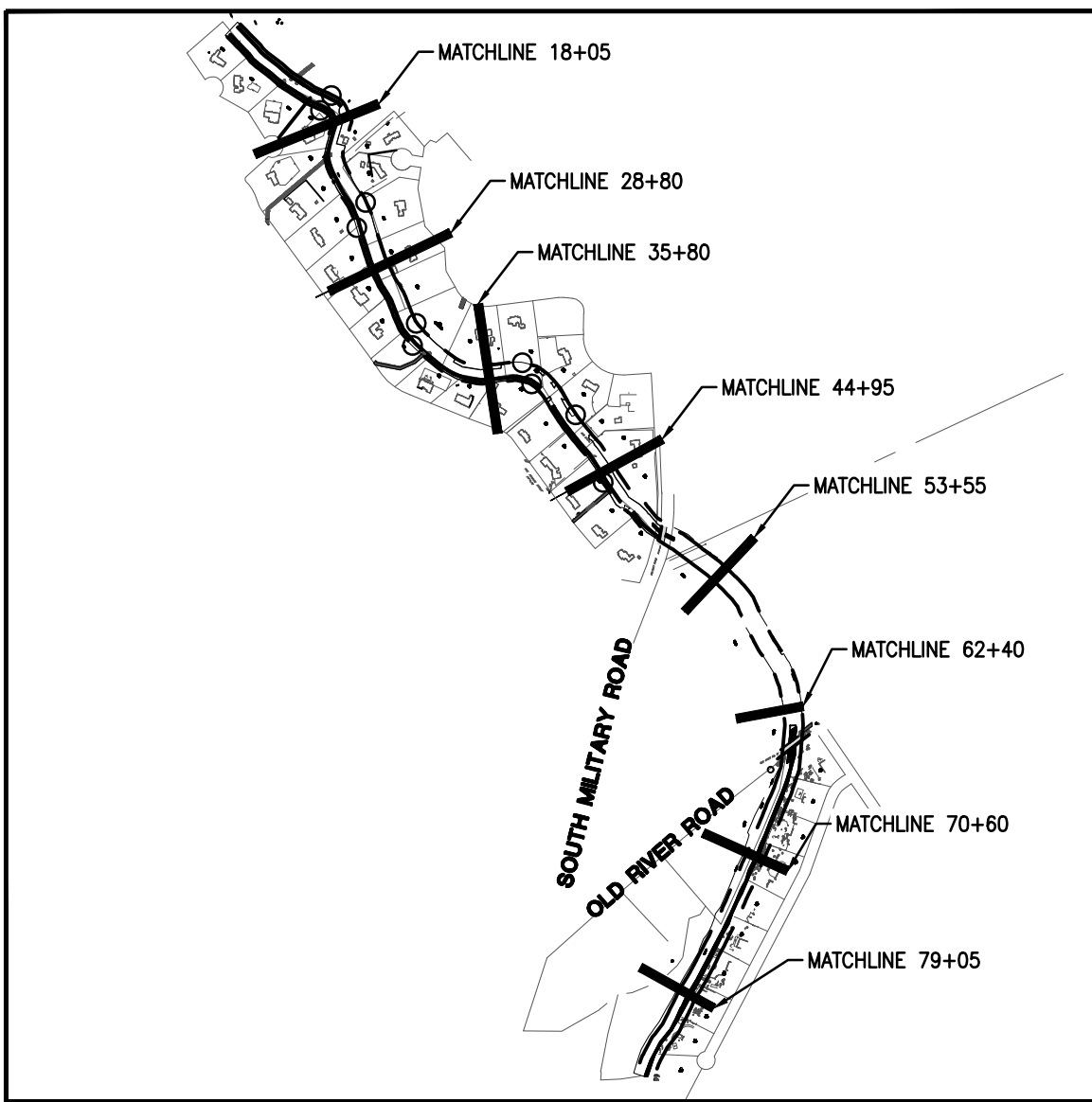
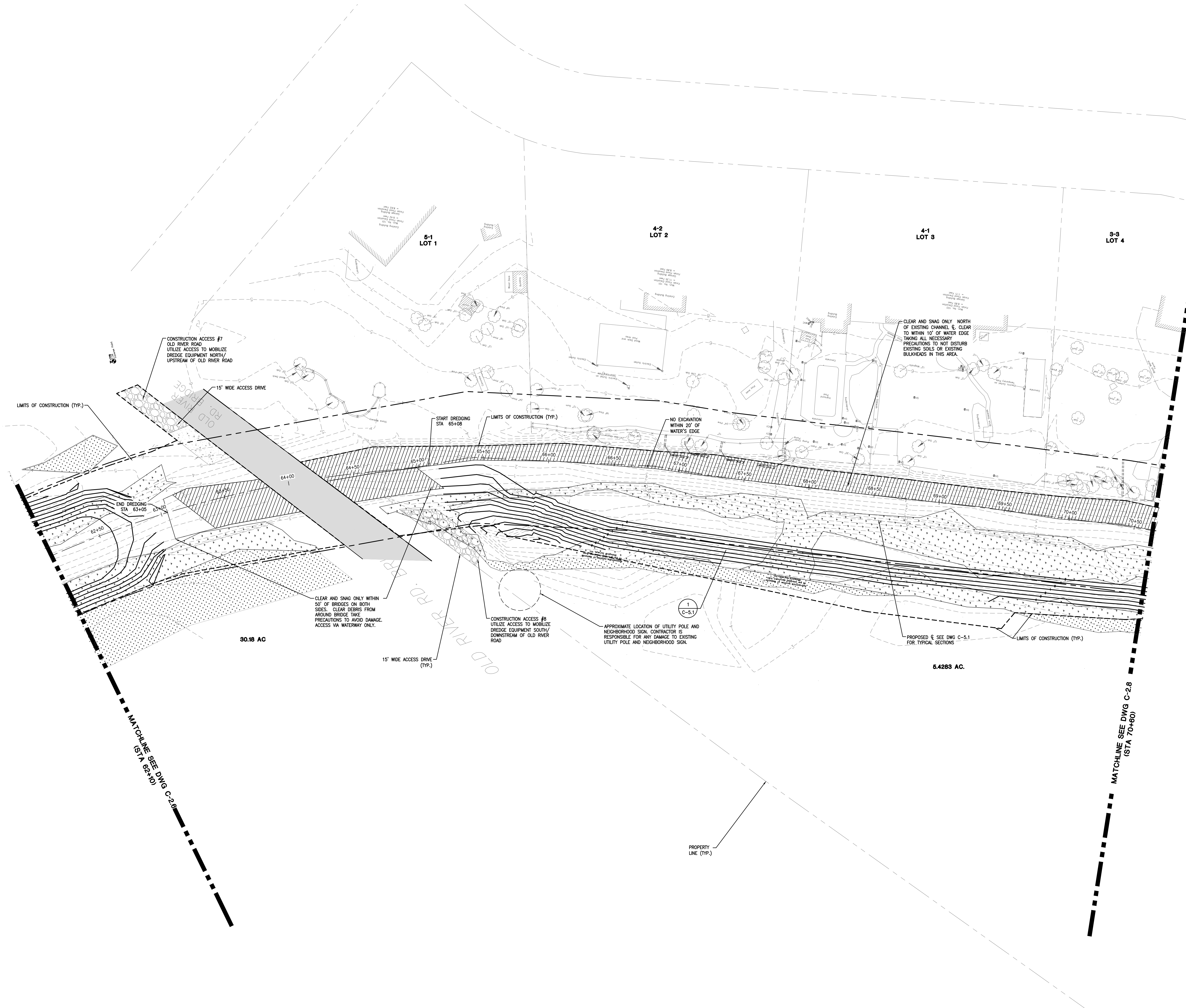
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BATON ROUGE | LAFAYETTE

Joseph P. Gullorff
SIGNATURE
1/21/2022
DATE
STAMP
STATE OF LOUISIANA
JOSEPH PIERRE GULLORFF
Engineer No. 4131
CIVIL ENGINEER

LOWER W-15 AREA DRAINAGE IMPROVEMENTS PHASE II
SLIDELL, LOUISIANA
ST. TAMMANY PARISH
FOR ST. TAMMANY PARISH GOVERNMENT
ST. TAMMANY PARISH, LA

DRAWN
CMR
CHECKED
JPG
ISSUED DATE
1/21/2022
ISSUED FOR
BID
PROJECT NO.
11-143
FILE
11-143 C-2.1-2.9 SITE AND GRADING
SHEET
C-2.6



SITE VICINITY MAP

NTS

LEGEND - EXISTING

- EXISTING OVERHEAD POWER LINE
- ELEVATION OF TOP OF STRUCTURE
- ELEVATION OF BOTTOM OF STRUCTURE
- EXISTING SPOT ELEVATION
- ELEVATION OF TOP OF CURB
- ELEVATION OF FACE OF CURB
- EXISTING GROUND CONTOUR LINE

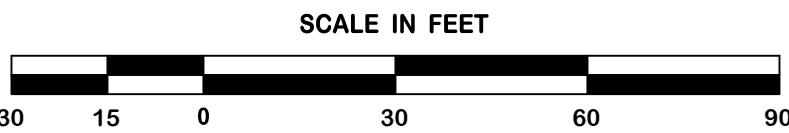
LEGEND - NEW IMPROVEMENTS

- PROPOSED CENTER LINE OF CANAL
- LIMITS OF CONSTRUCTION
- GRADING LIMITS
- APPARENT ROW LINE (50' OFFSET)
- MATCHLINES
- CONTOUR
- SPOT ELEVATION
- SLOPE
- EXISTING FENCE
- CONSTRUCTION ACCESS ROAD/RIP RAP
- MULCHED ACCESS DRIVE
- CLEAR AND SNAG
- EXISTING WETLANDS TO BE IMPACTED
- EXISTING WETLANDS
- CONSTRUCTION FENCING

- NOTES:
- SEE GENERAL NOTES ON SHEET C-0.2.
 - TOPOGRAPHIC SURVEY WAS PREPARED BY J.V. BURKES AND ASSOCIATES AND ACADIA LAND SURVEYING BETWEEN 2011 AND 2013. ALL ELEVATIONS ARE PROVIDED IN NAVD83, GEOID 128. HORIZONTAL COORDINATES ARE GIVEN IN NAD83, STATE PLAN LOUISIANA SOUTH.
 - SEE SHEET C-3.1 AND C-3.2 FOR CHANNEL PROFILE.
 - SEE SHEET C-4.1 THROUGH C-4.4 FOR CHANNEL SECTIONS. CHANNEL EXCAVATION VARIES FROM TYPICAL SECTION SHOWN ON SHEET 6.1 DEPENDING ON LOCATION.
 - SEE SHEET C-5.1 FOR TYPICAL SECTIONS.
 - CONTRACTOR SHALL SUBMIT AN ACCESS, STAGING, AND CLEARING PLAN PRIOR TO MOBILIZATION FOR REVIEW AND APPROVAL BY ENGINEER.
 - CONTRACTOR SHALL MARK EXISTING TREES LARGER THAN 8" DIAMETER REQUIRING REMOVAL FOR REVIEW AND APPROVAL BY ENGINEER. NO TREES LARGER THAN 8" DIAMETER SHALL BE REMOVED WITHOUT PRIOR WRITTEN APPROVAL FROM PARISH OR ENGINEER.
 - CONTRACTOR SHALL NOT CLEAR BEYOND LIMITS OF CONSTRUCTION. CONTRACTOR SHALL ERECT TEMPORARY CONSTRUCTION FENCING AT LIMITS OF CONSTRUCTION UNLESS OTHERWISE NOTED ON THESE PLANS.
 - THE PRESENCE OF GROUNDWATER AND SATURATED SOIL CONDITIONS SHOULD BE ANTICIPATED ON THIS PROJECT. CONTRACTORS BID SHALL CONSIDER THE NEED TO ADDRESS THIS ISSUE.
 - CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE TOWARDS EXISTING DRAINAGE CHANNEL ALL TIMES.
 - ALL EXCAVATION SOUTH/DOWNSTREAM OF MILITARY ROAD TO BE PERFORMED VIA WATERWAY ACCESS.



SITE LAYOUT AND GRADING PLAN



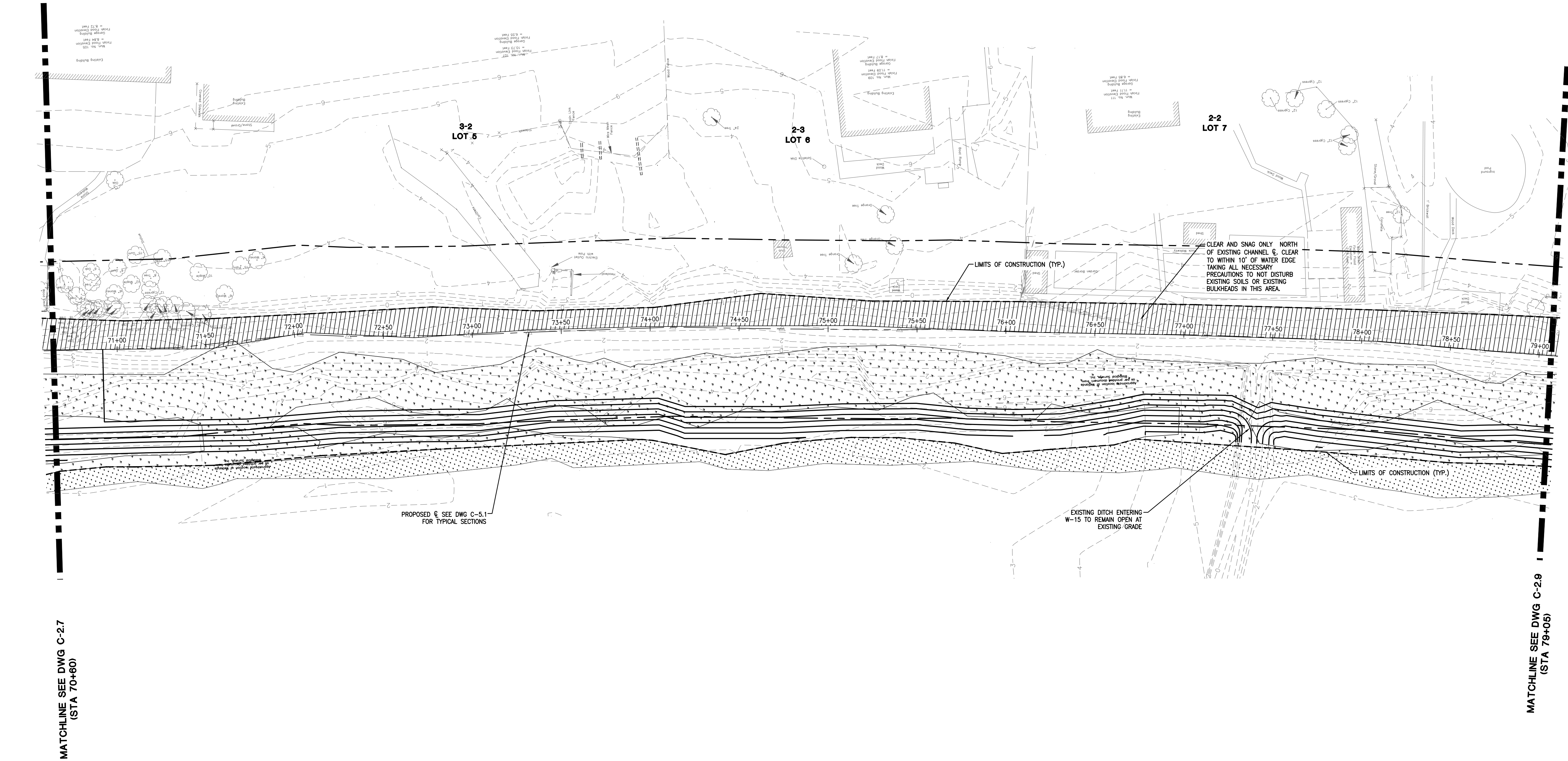
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BATON ROUGE | LAFAYETTE

Signature: Joseph P. Gullorff
DATE: 1/21/2022
STAMP: STATE OF LOUISIANA, CIVIL ENGINEER, JOSEPH PIERRE GULLORFF, LICENSE NO. 44131

LOWER W-15 AREA DRAINAGE IMPROVEMENTS PHASE II
SLIDELL, LOUISIANA
ST. TAMMANY PARISH
FOR ST. TAMMANY PARISH GOVERNMENT
ST. TAMMANY PARISH, LA

DRAWN: CMR
CHECKED: JPS
ISSUED DATE: 1/21/2022
ISSUED FOR: BID
PROJECT NO.: 11-143
FILE: 11-143 C-2.1-2.9 SITE AND GRADING
SHEET: C-2.7

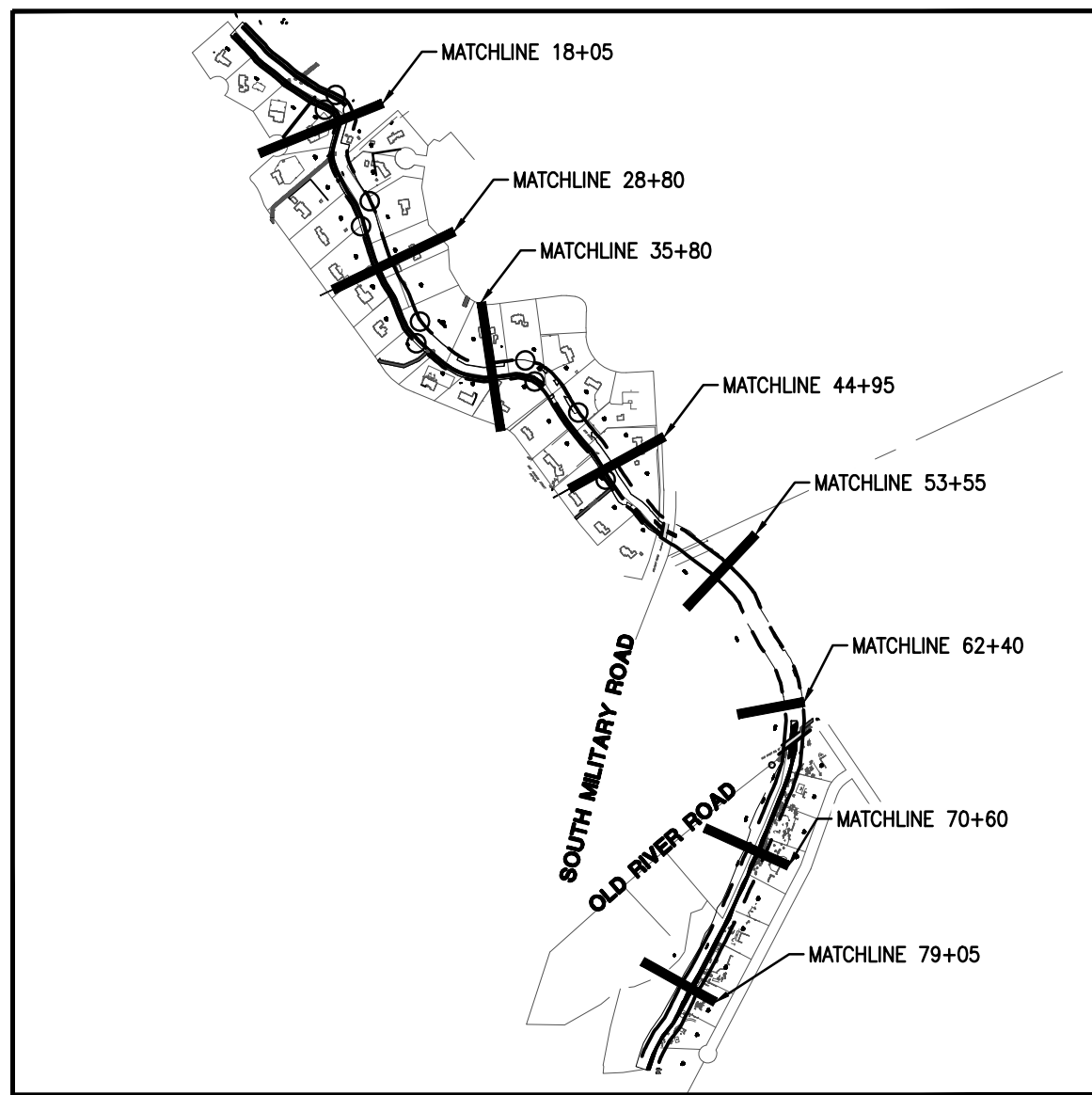
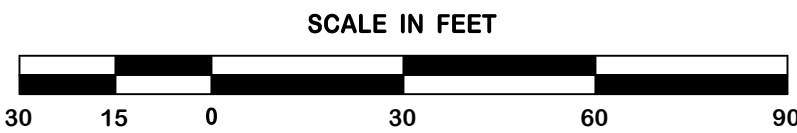


NOTES:

1. SEE GENERAL NOTES ON SHEET C-0.2.
2. TOPOGRAPHIC SURVEY WAS PREPARED BY J.V. BURKES AND ASSOCIATES AND ACADIA LAND SURVEYING BETWEEN 2011 AND 2013. ALL ELEVATIONS ARE PROVIDED IN NAVD83, GEOID 128. HORIZONTAL COORDINATES ARE GIVEN IN NAD83, STATE PLAN LOUISIANA SOUTH.
3. SEE SHEET C-3.1 AND C-3.2 FOR CHANNEL PROFILE.
4. SEE SHEET C-4.1 THROUGH C-4.4 FOR CHANNEL SECTIONS. CHANNEL EXCAVATION VARIES FROM TYPICAL SECTION SHOWN ON SHEET 6.1 DEPENDING ON LOCATION.
5. SEE SHEET C-5.1 FOR TYPICAL SECTIONS.
6. CONTRACTOR SHALL SUBMIT AN ACCESS, STAGING, AND CLEARING PLAN PRIOR TO MOBILIZATION FOR REVIEW AND APPROVAL BY ENGINEER.
7. CONTRACTOR SHALL MARK EXISTING TREES LARGER THAN 8" DIAMETER REQUIRING REMOVAL FOR REVIEW AND APPROVAL BY ENGINEER. NO TREES LARGER THAN 8" DIAMETER SHALL BE REMOVED WITHOUT PRIOR WRITTEN APPROVAL FROM PARISH OR ENGINEER.
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9. THE PRESENCE OF GROUNDWATER AND SATURATED SOIL CONDITIONS SHOULD BE ANTICIPATED ON THIS PROJECT. CONTRACTORS BID SHALL CONSIDER THE NEED TO ADDRESS THIS ISSUE.
10. CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE TOWARDS EXISTING DRAINAGE CHANNEL ALL TIMES.
11. ALL EXCAVATION SOUTH/DOWNSTREAM OF MILITARY ROAD TO BE PERFORMED VIA WATERWAY ACCESS.



SITE LAYOUT AND GRADING PLAN



SITE VICINITY MAP

NTS

LEGEND - EXISTING

EXISTING OVERHEAD POWER LINE ———— DE ————
ELEVATION OF TOP OF STRUCTURE TOP = 18.00
ELEVATION OF BOTTOM OF STRUCTURE INV. = 15.00
EXISTING SPOT ELEVATION X 1.29
ELEVATION OF TOP OF CURB 18.00 TC
ELEVATION OF FACE OF CURB 18.00 FC
EXISTING GROUND CONTOUR LINE ———— S ————

LEGEND - NEW IMPROVEMENTS

PROPOSED CENTER LINE OF CANAL ————
LIMITS OF CONSTRUCTION ————
GRADING LIMITS ————
APPARENT ROW LINE (50' OFFSET) ————
MATCHLINES ————
CONTOUR ———— 12
SPOT ELEVATION X 12.00
SLOPE ———— S
EXISTING FENCE ———— X ————
CONSTRUCTION ACCESS ROAD/RRP RAP ————
MULCHED ACCESS DRIVE ————
CLEAR AND SNAG ————
EXISTING WETLANDS TO BE IMPACTED ————
EXISTING WETLANDS ————
CONSTRUCTION FENCING ————

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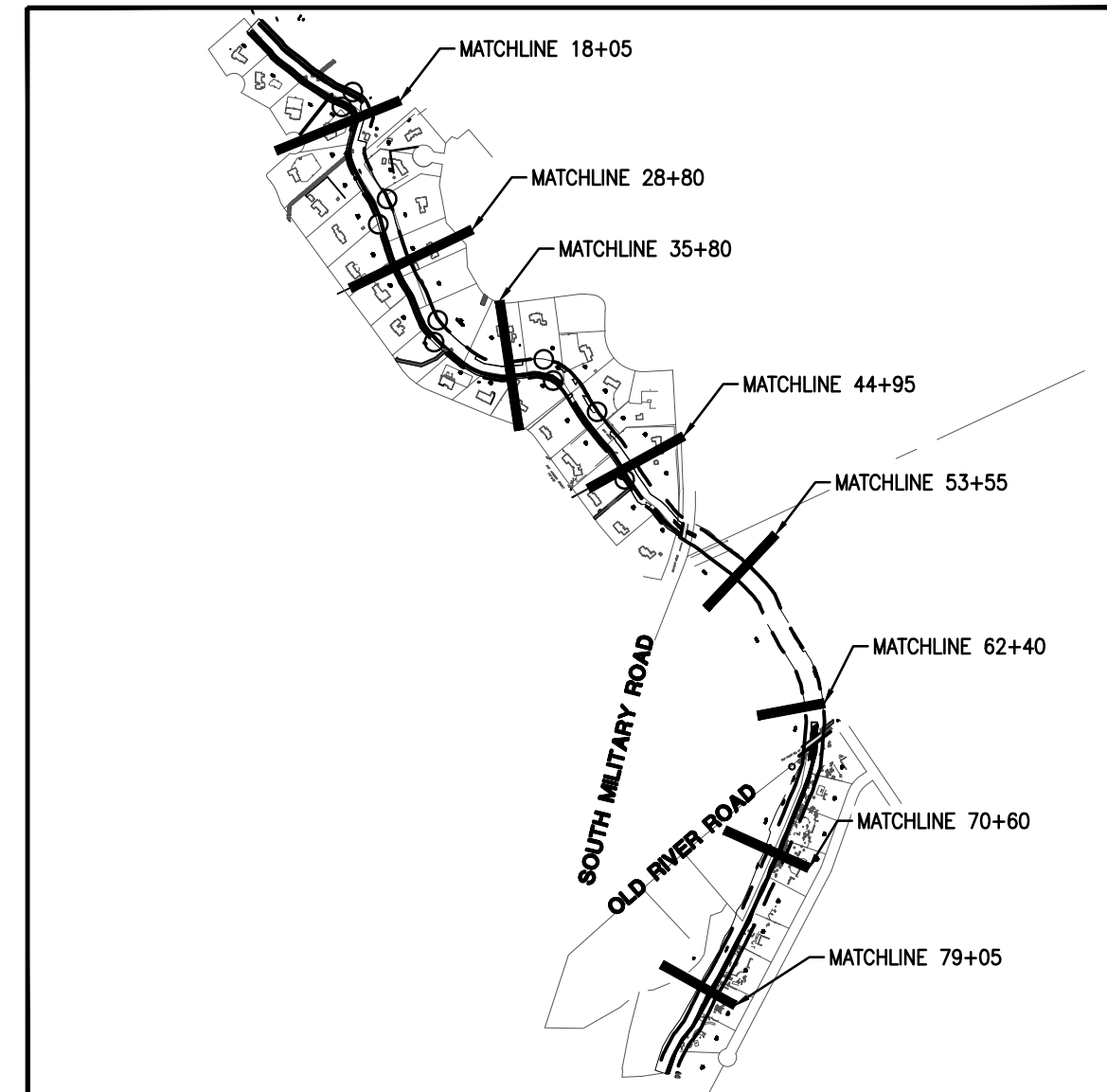
Joseph P. Gullone
SIGNATURE
1/21/2022
DATE
STAMP
STATE OF LOUISIANA
JOSEPH PIERRE GULLONE
LICENSE NO. 4131
EXPIRATION 12/31/2024
CIVIL ENGINEER

LOWER W-15 AREA DRAINAGE IMPROVEMENTS PHASE II
SLIDELL, LOUISIANA
ST. TAMMANY PARISH
FOR ST. TAMMANY PARISH GOVERNMENT
ST. TAMMANY PARISH, LA

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PROJECT NO.
11-143
FILE
11-143 C-2.1-2.9 SITE AND
GRADING
SHEET
C-2.8



- NOTES:
1. SEE GENERAL NOTES ON SHEET C-0.2.
 2. TOPOGRAPHIC SURVEY WAS PREPARED BY J.V. BURKES AND ASSOCIATES AND ACADIA LAND SURVEYING BETWEEN 2011 AND 2013. ALL ELEVATIONS ARE PROVIDED IN NAVD83, ZONE 12B. HORIZONTAL COORDINATES ARE GIVEN IN NAD83, STATE PLAIN LOUISIANA SOUTH.
 3. SEE SHEET C-3.1 AND C-3.2 FOR CHANNEL PROFILE.
 4. SEE SHEET C-4.1 THROUGH C-4.4 FOR CHANNEL SECTIONS. CHANNEL EXCAVATION VARIES FROM TYPICAL SECTION SHOWN ON SHEET 5.1 DEPENDING ON LOCATION.
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SITE VICINITY MAP

NTS

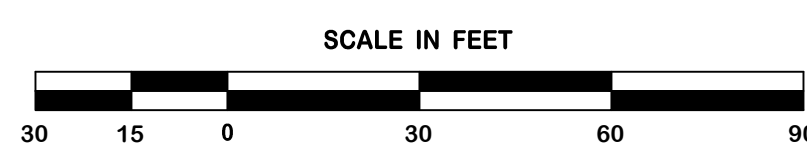
LEGEND - EXISTING

- | | |
|----------------------------------|--------------|
| EXISTING OVERHEAD POWER LINE | —OE— |
| ELEVATION OF TOP OF STRUCTURE | TOP = 18.00 |
| ELEVATION OF BOTTOM OF STRUCTURE | INV. = 15.00 |
| EXISTING SPOT ELEVATION | X 1.50 |
| ELEVATION OF TOP OF CURB | 18.50 TC |
| ELEVATION OF FACE OF CURB | 18.00 FC |
| EXISTING GROUND CONTOUR LINE | ---5--- |

LEGEND - NEW IMPROVEMENTS

- | | |
|----------------------------------|-----------|
| PROPOSED CENTER LINE OF CANAL | — |
| LIMITS OF CONSTRUCTION | - - - - - |
| GRADING LIMITS | — |
| APPARENT ROW LINE (50' OFFSET) | — |
| MATCHLINES | — |
| CONTOUR | — 12 — |
| SPOT ELEVATION | X 12.00 |
| SLOPE | —5%— |
| EXISTING FENCE | X |
| CONSTRUCTION ACCESS ROAD/RIP RAP | [Pattern] |
| MULCHED ACCESS DRIVE | [Pattern] |
| CLEAR AND SNAG | [Pattern] |
| EXISTING WETLANDS TO BE IMPACTED | [Pattern] |
| EXISTING WETLANDS | [Pattern] |
| CONSTRUCTION FENCING | —O—O— |

SITE LAYOUT AND GRADING PLAN



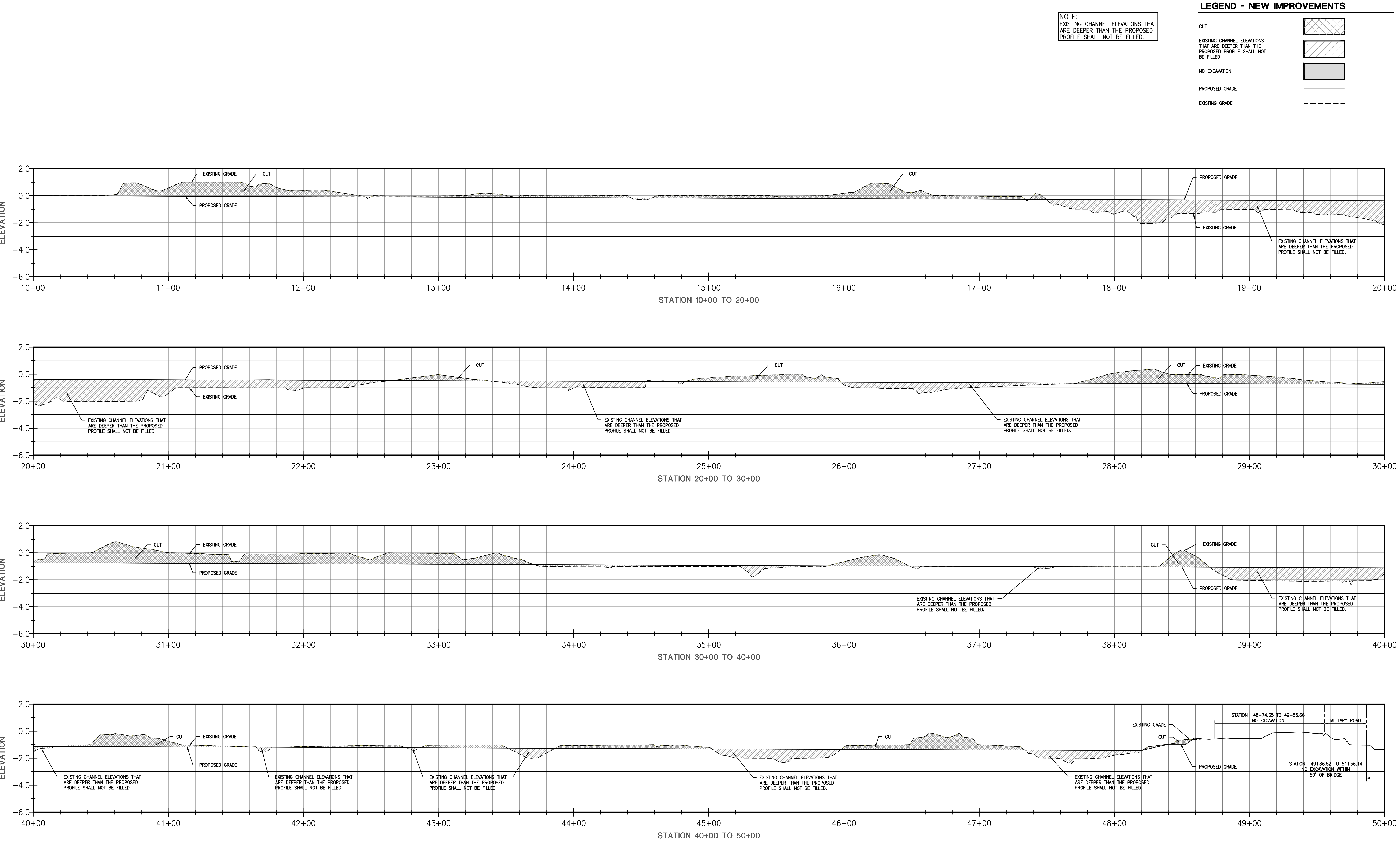
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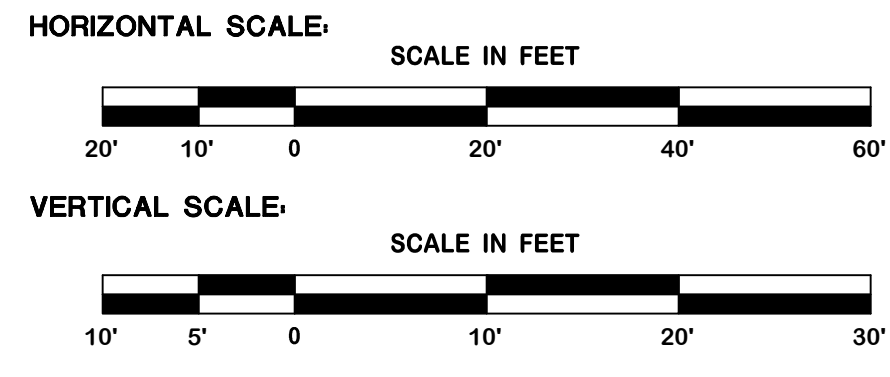
Joseph P. Gullorff
SIGNATURE
1/21/2022
DATE
STATE OF LOUISIANA
JOSEPH PIERRE GULLORFF
LICENSE NO. 44131
EXPIRATION 12/31/2025
CIVIL ENGINEER

LOWER W-15 AREA DRAINAGE IMPROVEMENTS PHASE II
SLIDELL, LOUISIANA
ST. TAMMANY PARISH
FOR ST. TAMMANY PARISH GOVERNMENT
ST. TAMMANY PARISH, LA

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1/21/2022
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PROJECT NO.
11-143
FILE
11-143 C-2.1-2.9 SITE AND GRADING
SHEET
C-2.9



CANAL PROFILES (1 OF 2)



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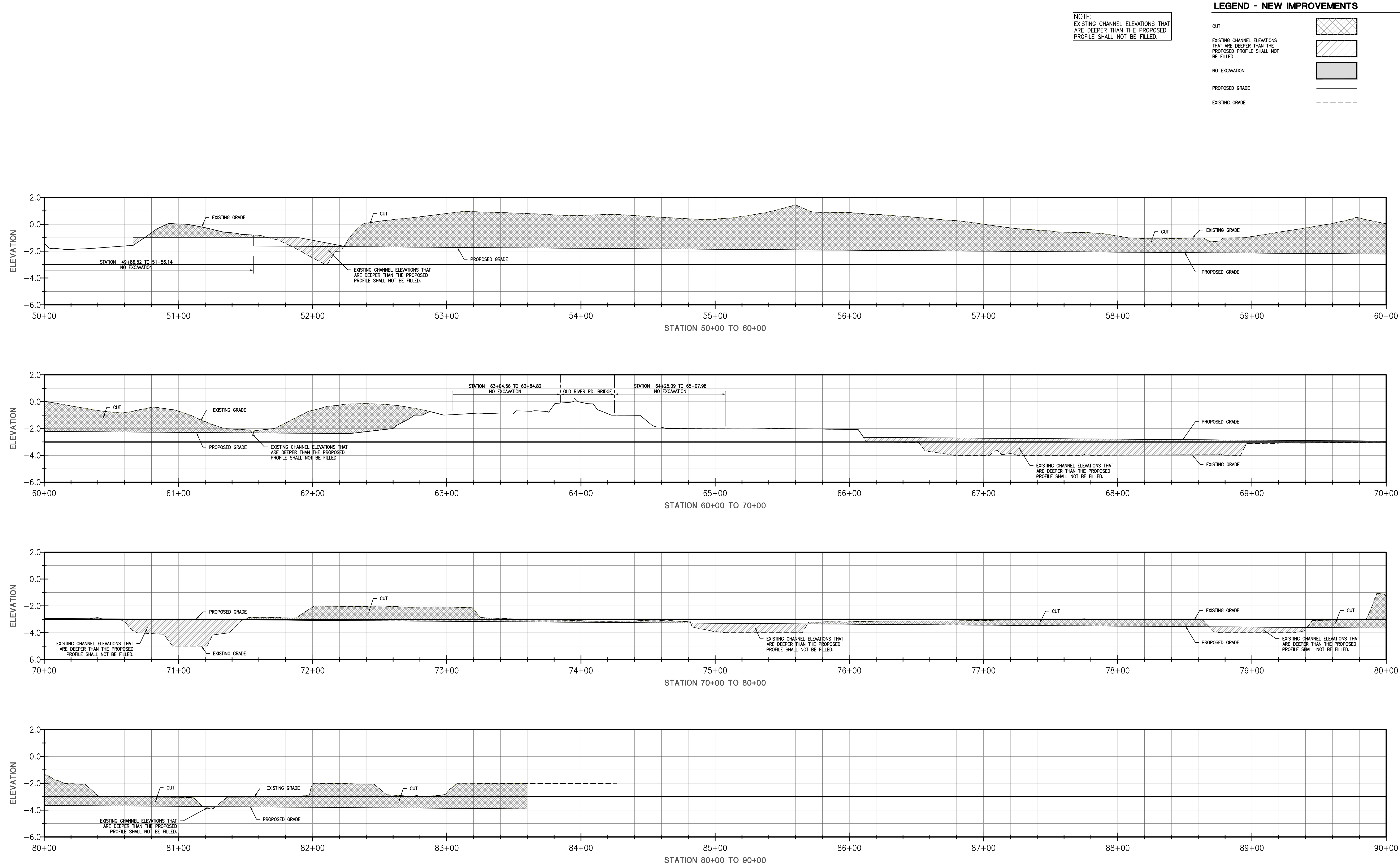
Joseph P. Gullone
SIGNATURE
1/21/2022
DATE

STATE OF LOUISIANA
JOSEPH P. GULLONE
Engineer No. 41131
CIVIL ENGINEER

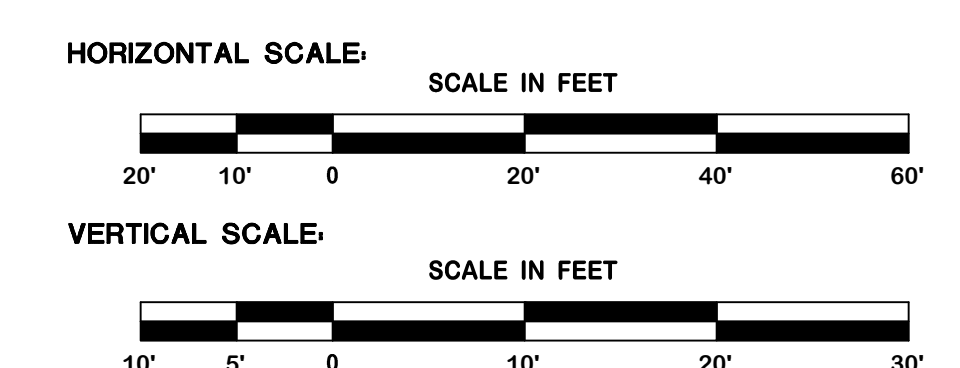
ST. TAMMANY PARISH GOVERNMENT

LOWER W-15 AREA DRAINAGE IMPROVEMENTS PHASE II
SLIDELL, LOUISIANA
ST. TAMMANY PARISH
FOR ST. TAMMANY PARISH GOVERNMENT
ST. TAMMANY PARISH, LA

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PROJECT NO.
11-143
FILE
11-143 C-3.1-3.2 PROFILES
SHEET
C-3.1



CANAL PROFILES (2 OF 2)



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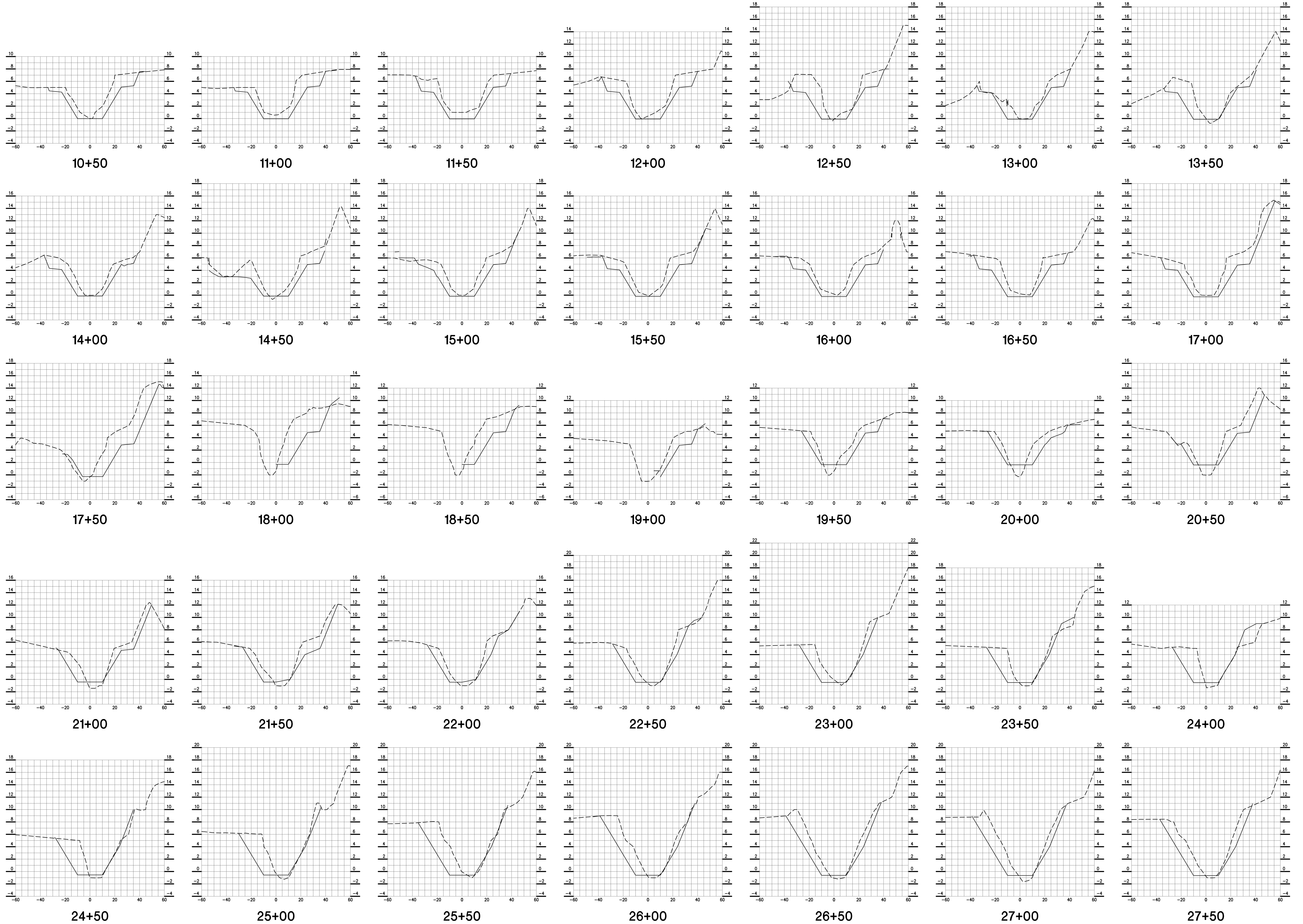
Joseph P. Gullorff
SIGNATURE
1/21/2022
DATE

STATE OF LOUISIANA
JOSEPH P. GULLORFF
License No. 41131
REGISTERED
CIVIL ENGINEER

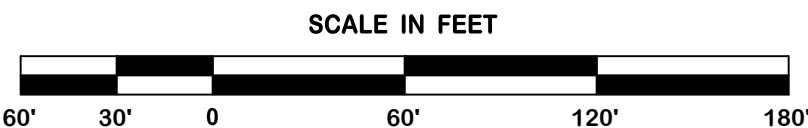
ST. TAMMANY PARISH GOVERNMENT

LOWER W-15 AREA DRAINAGE IMPROVEMENTS PHASE II
SLIDELL, LOUISIANA
ST. TAMMANY PARISH
FOR ST. TAMMANY PARISH GOVERNMENT
ST. TAMMANY PARISH, LA


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PROJECT NO.
11-143
FILE
11-143 C-3.1-3.2 PROFILES
SHEET
C-3.2



SECTIONS



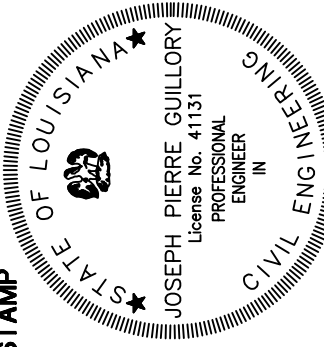
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License No. 41131
REGISTERED
CIVIL ENGINEER



LOWER W-15 AREA DRAINAGE IMPROVEMENTS PHASE II
SLIDELL, LOUISIANA
ST. TAMMANY PARISH
FOR ST. TAMMANY PARISH GOVERNMENT
ST. TAMMANY PARISH, LA

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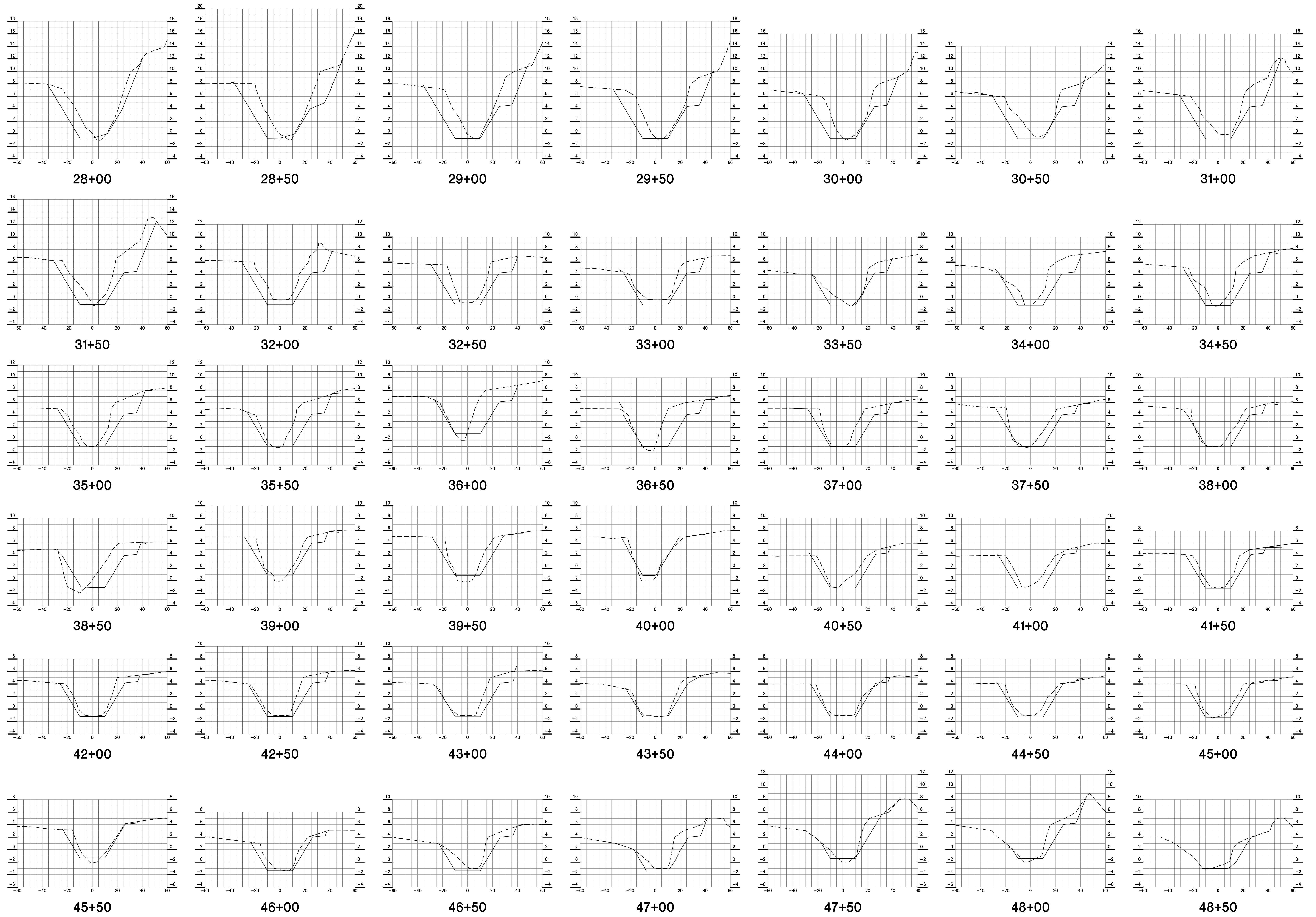
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1/21/2022

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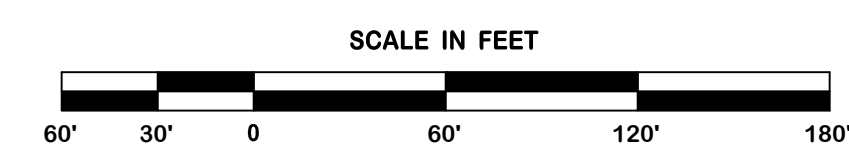
PROJECT NO.
11-143

FILE
11-143 C-4.1-4.4 SECTIONS

SHEET
C-4.1



SECTIONS



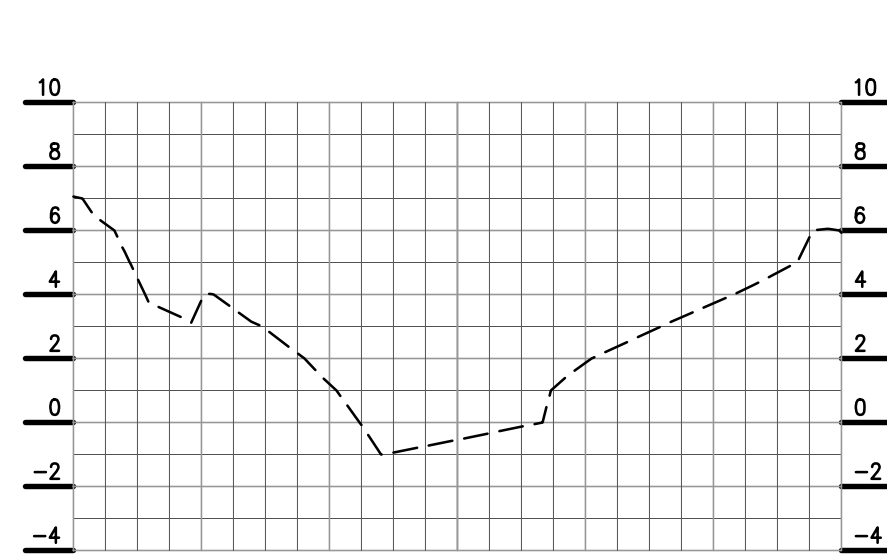
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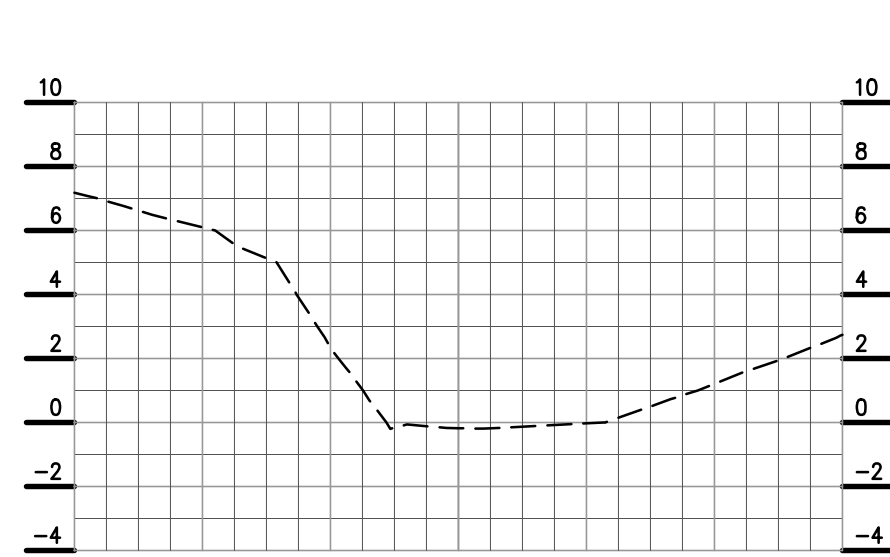
Joseph P. Gullor
SIGNATURE
1/21/2022
DATE
STAMP
STATE OF LOUISIANA
JOSEPH PERRE GULLOR
License No. 1131
REGISTERED
CIVIL ENGINEER

ST. TAMMANY PARISH GOVERNMENT
FOR ST. TAMMANY PARISH GOVERNMENT
SLIDELL, LOUISIANA
ST. TAMMANY PARISH
LOWER W-15 AREA DRAINAGE IMPROVEMENTS PHASE II
FILE
11-143 C-4.1-4.4 SECTIONS
SHEET
C-4.2

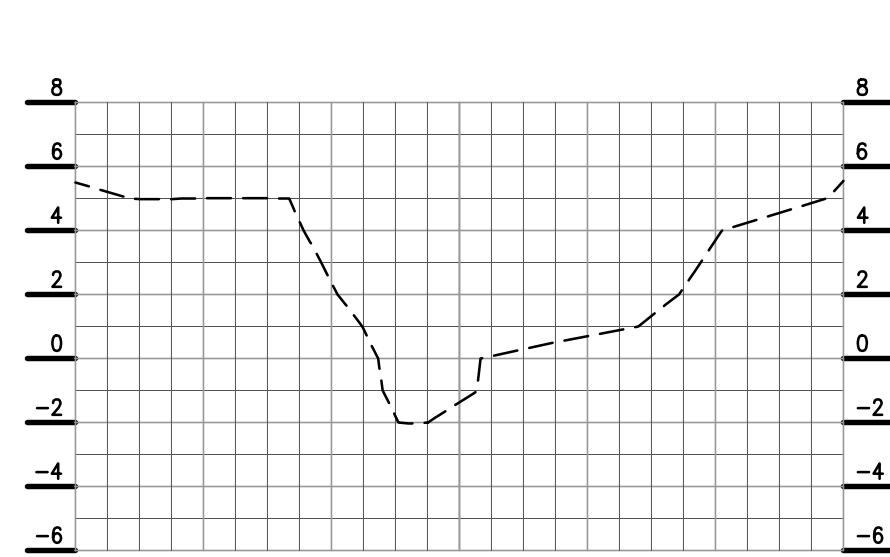
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SHEET
C-4.2



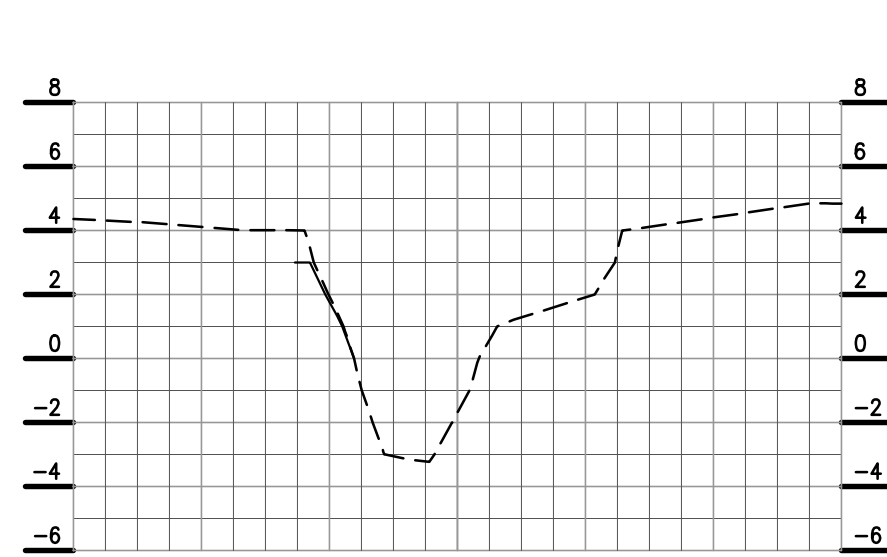
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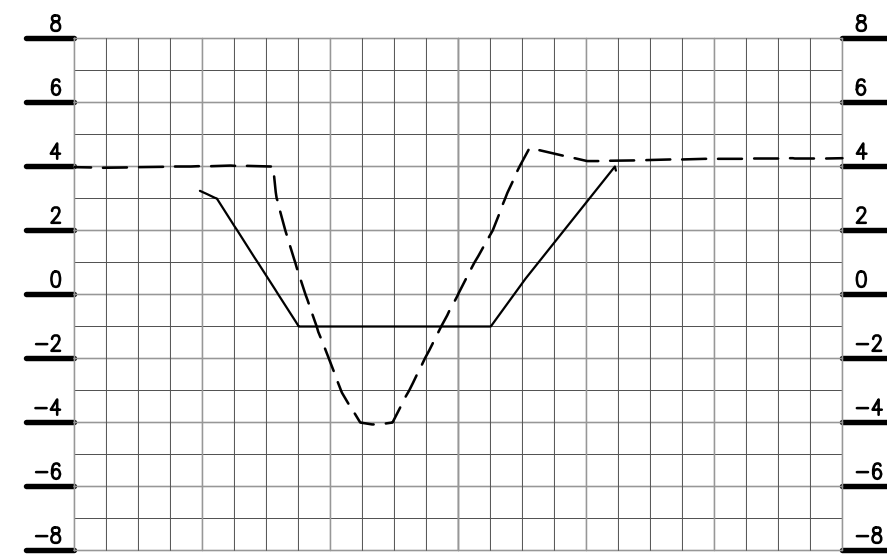
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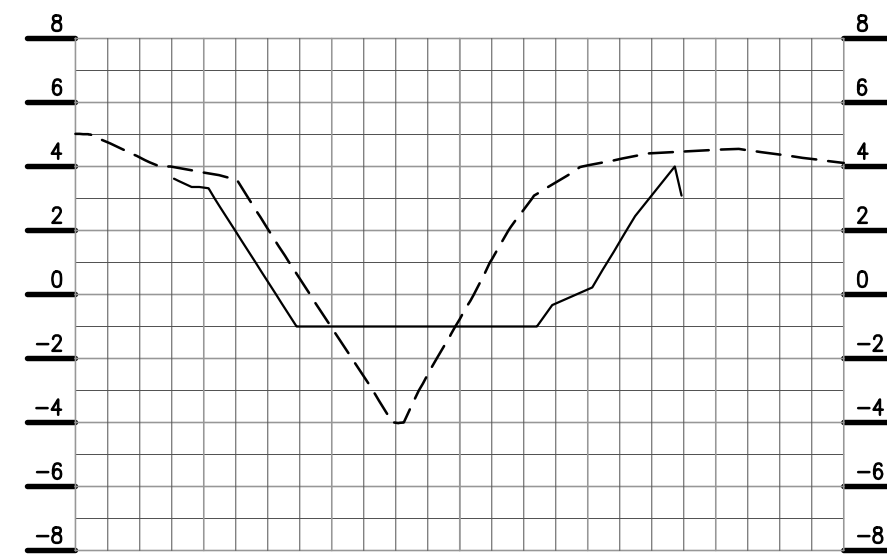
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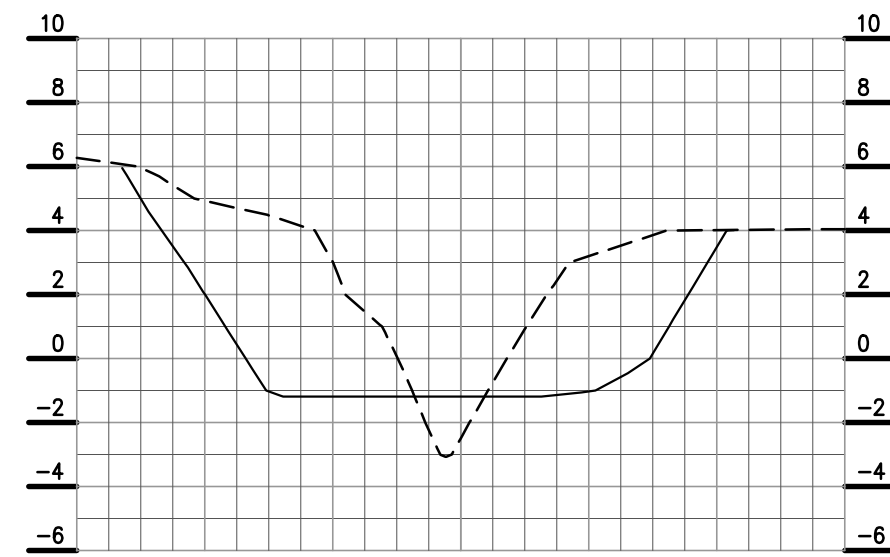
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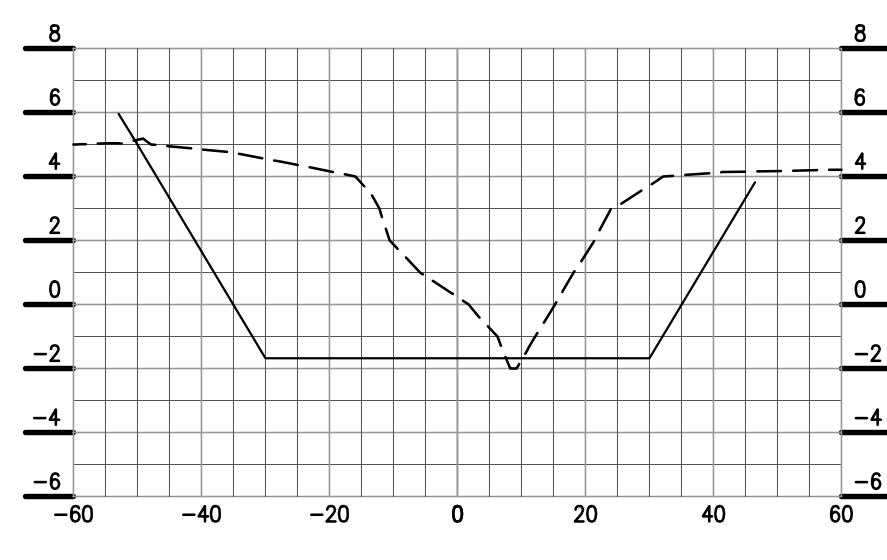
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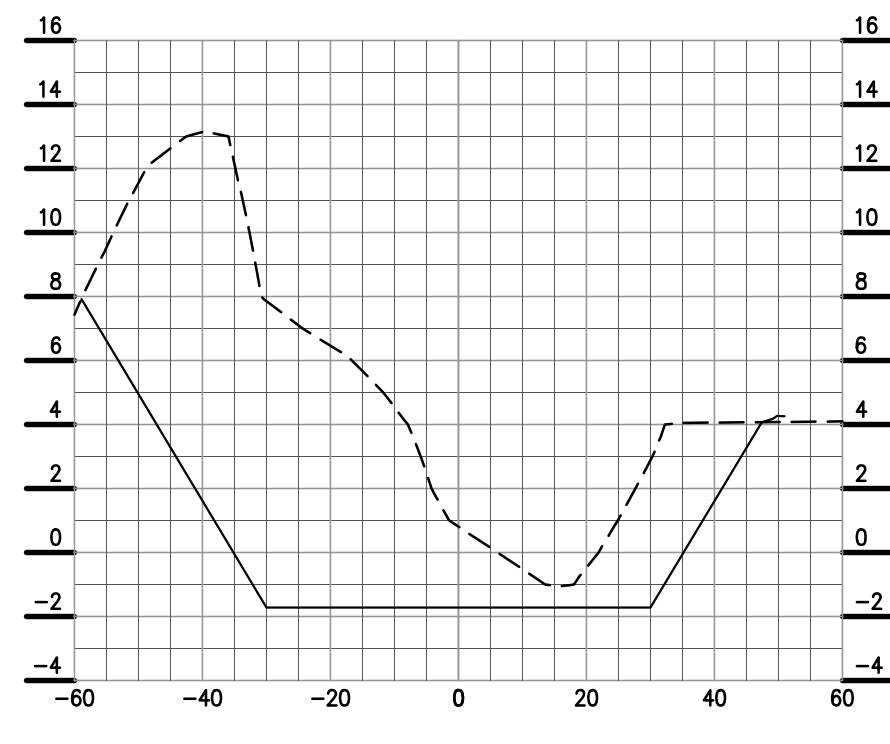
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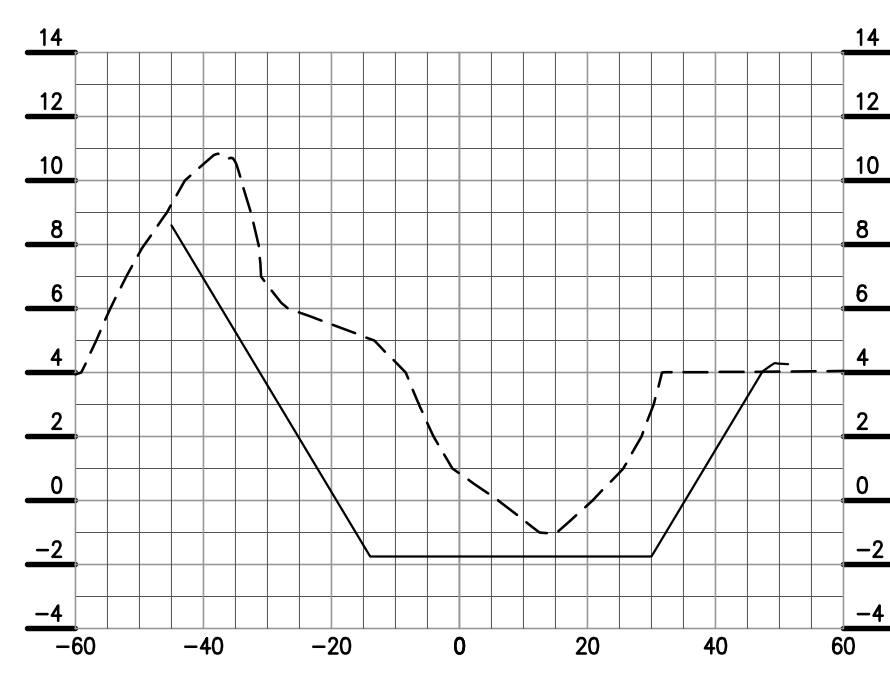
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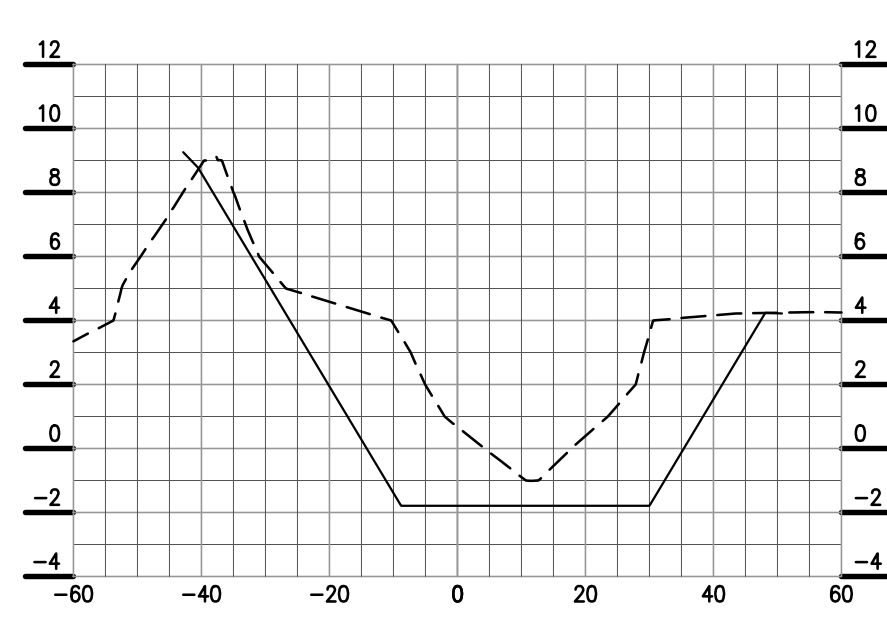
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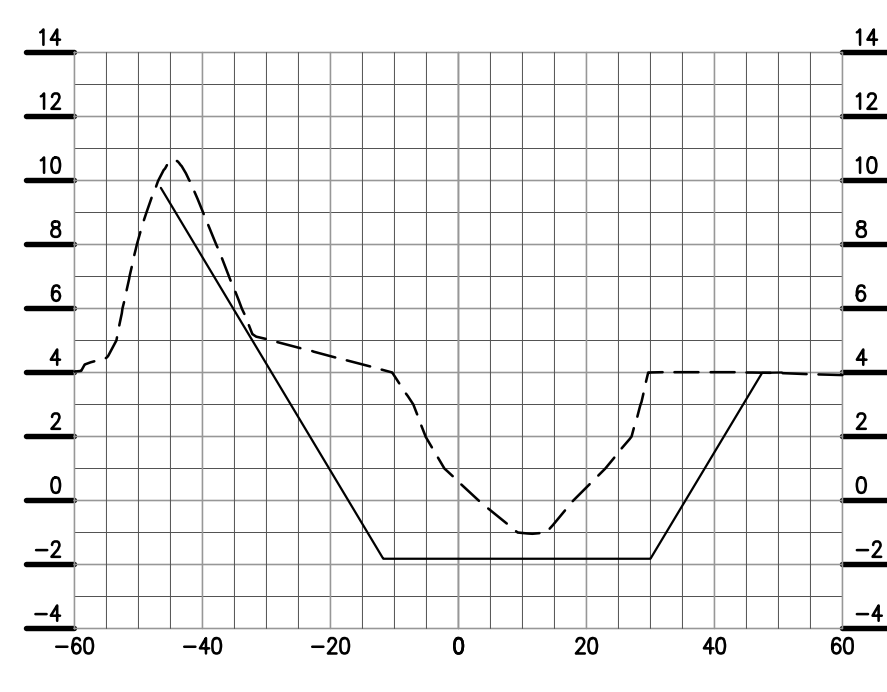
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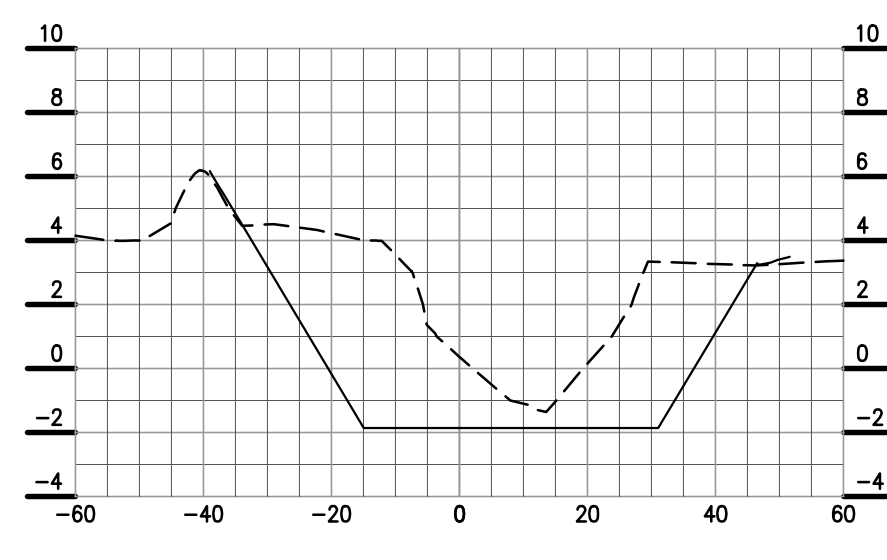
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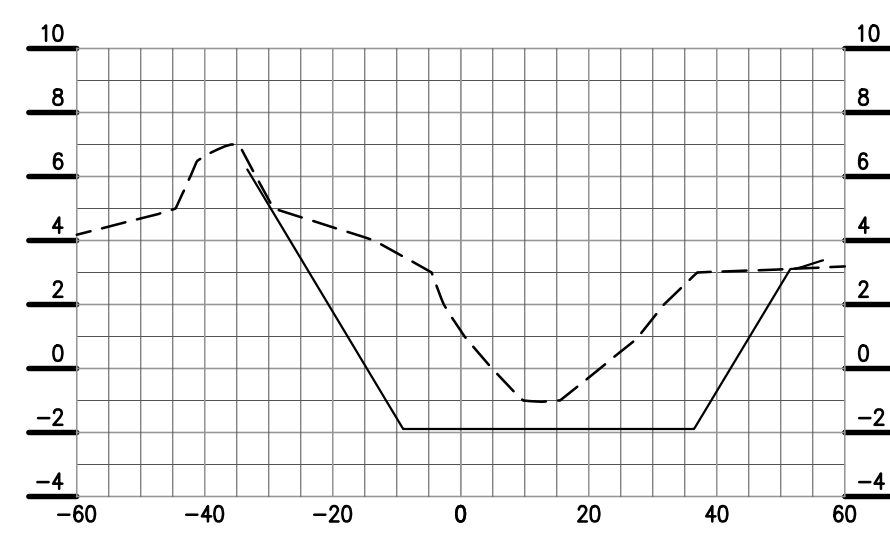
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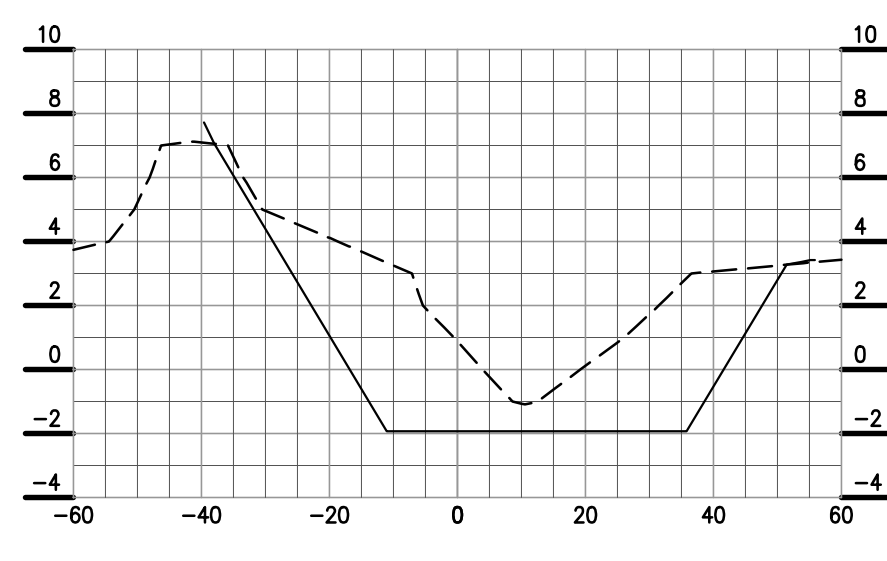
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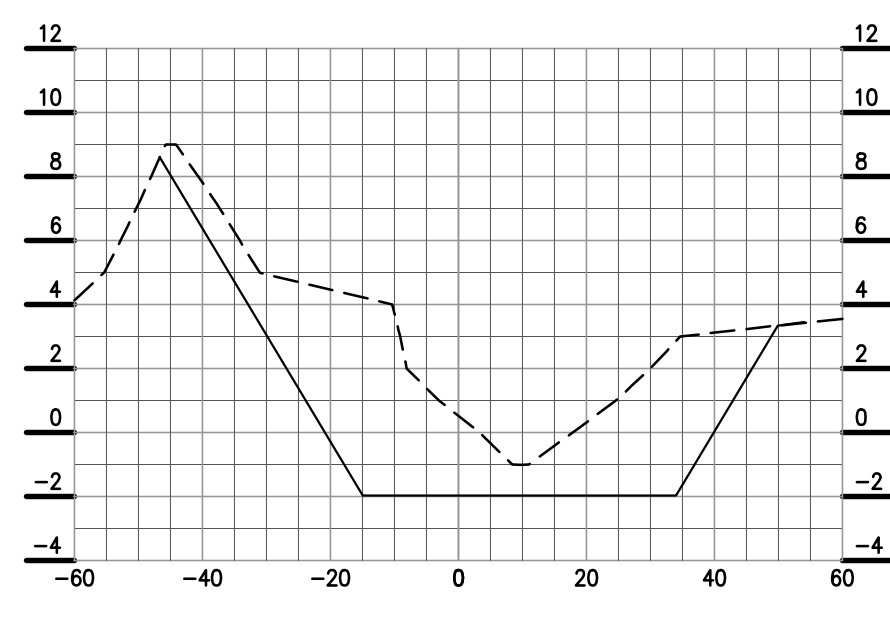
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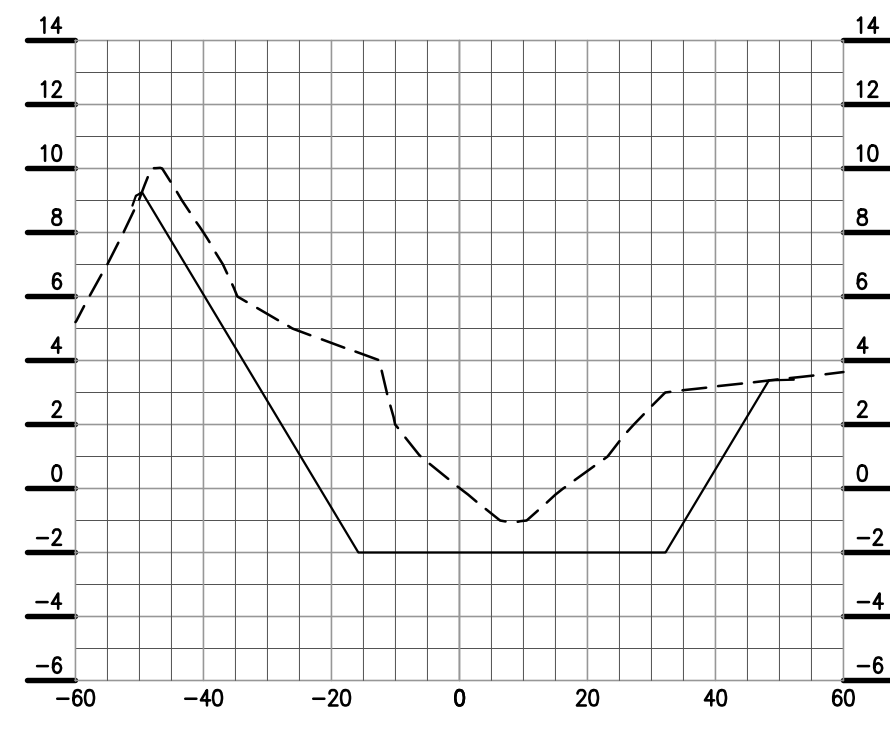
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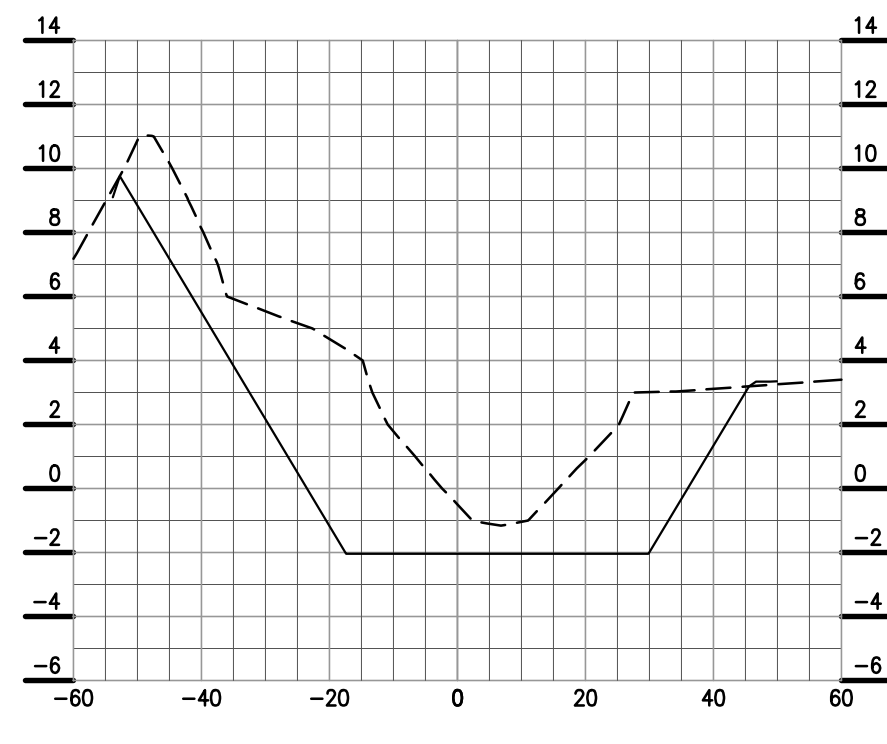
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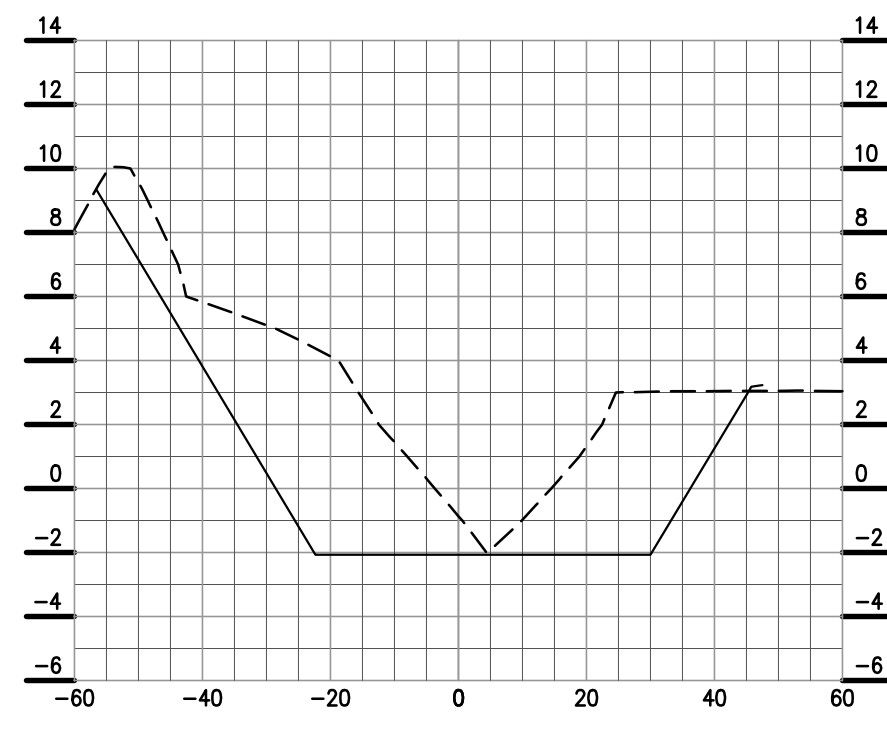
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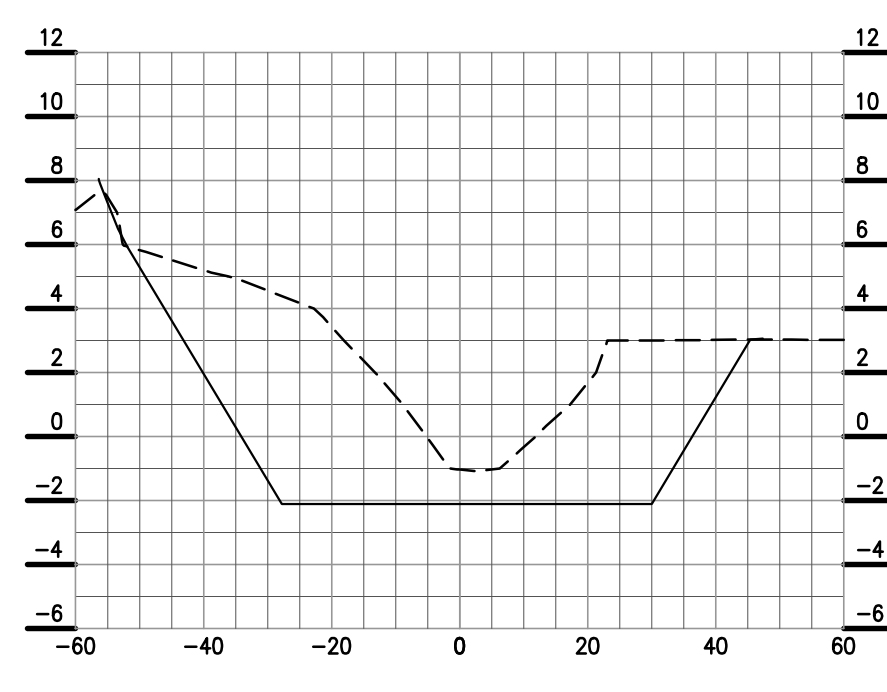
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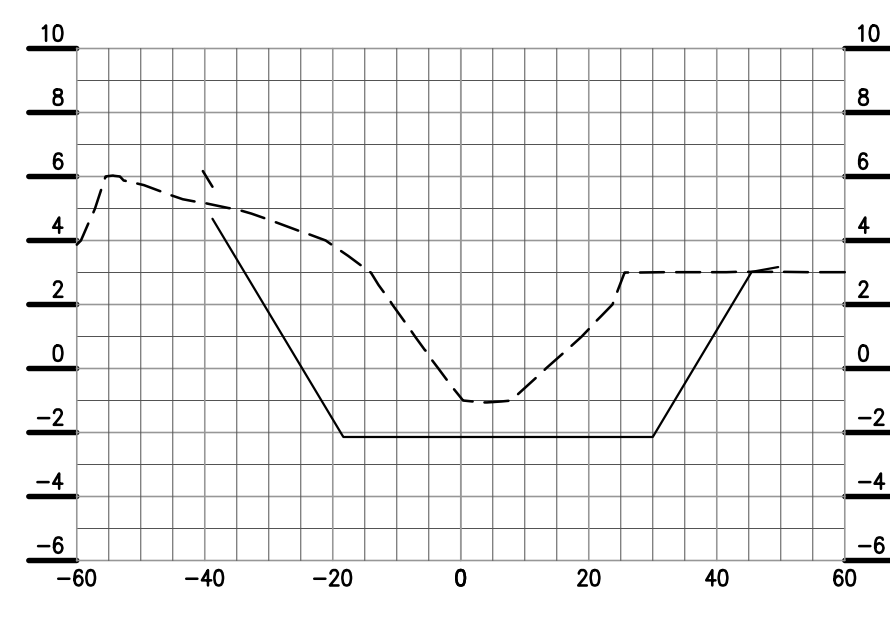
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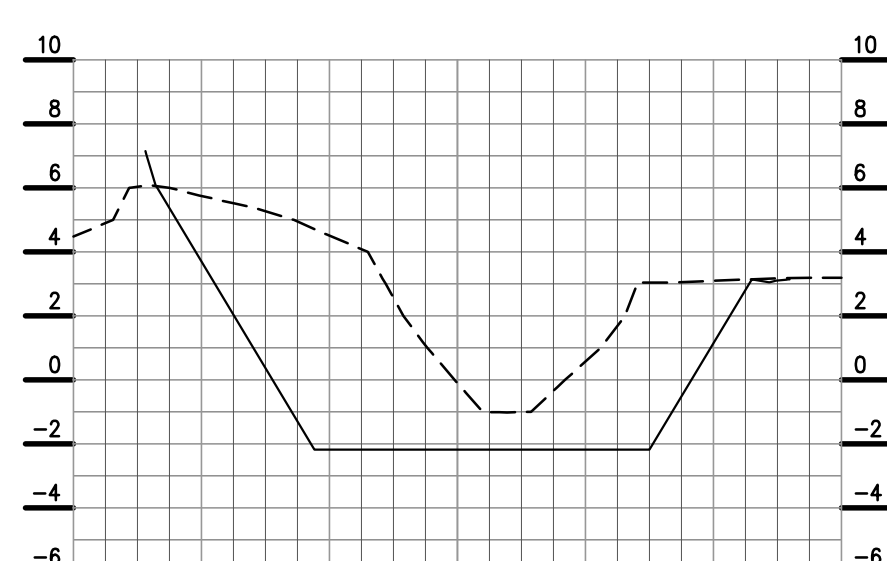
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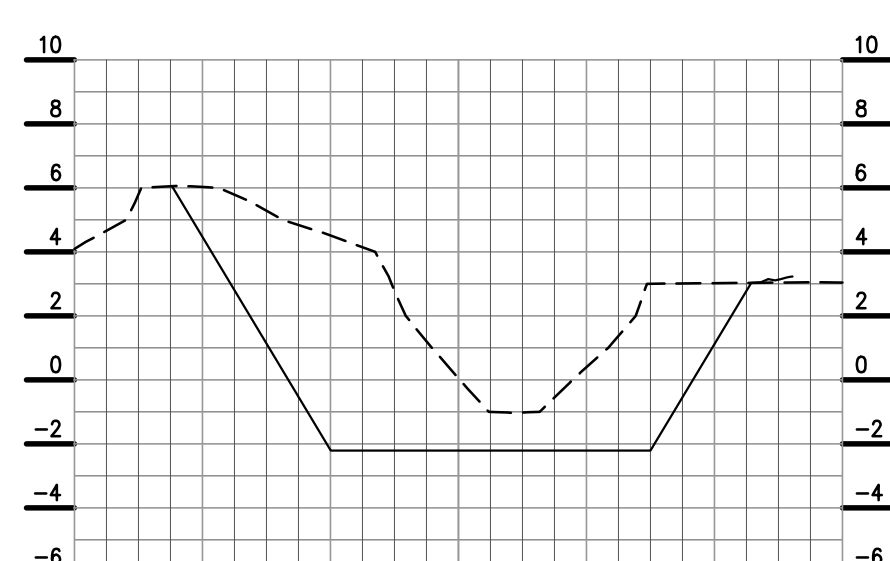
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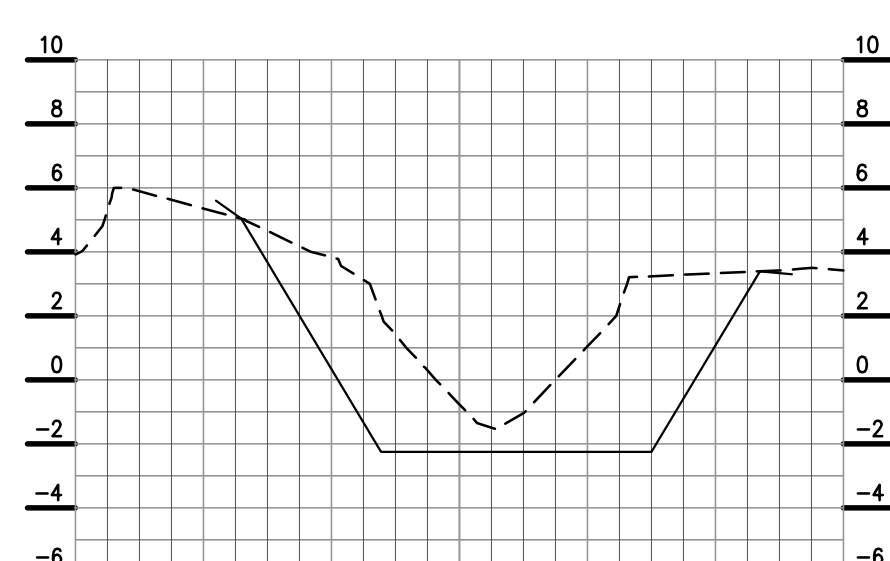
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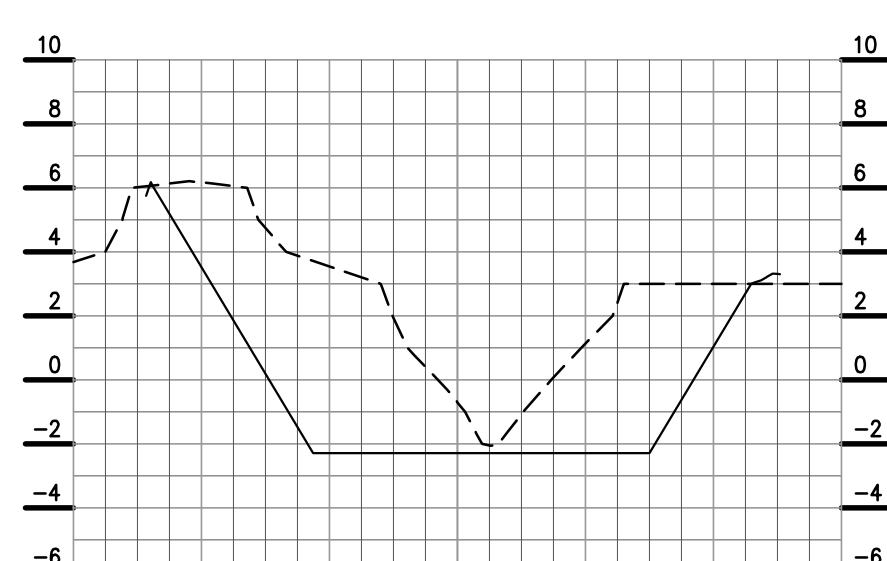
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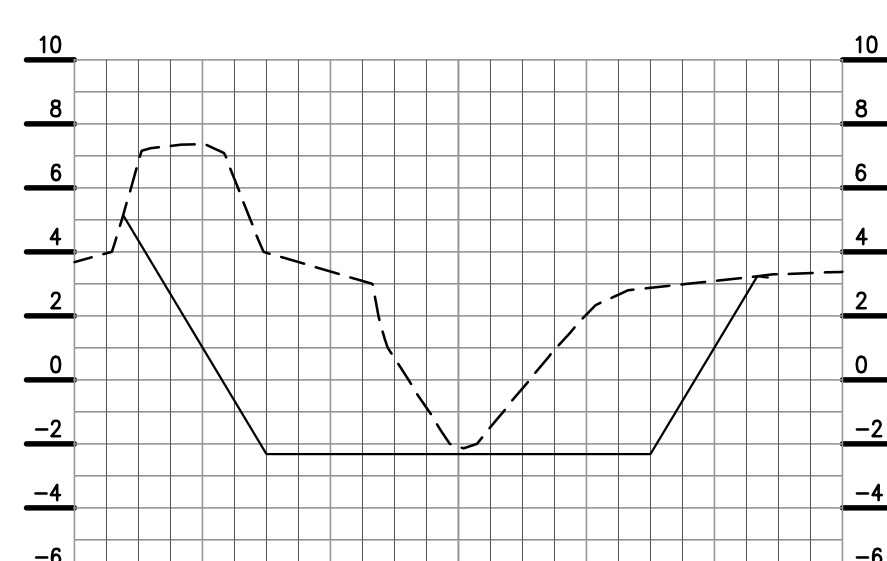
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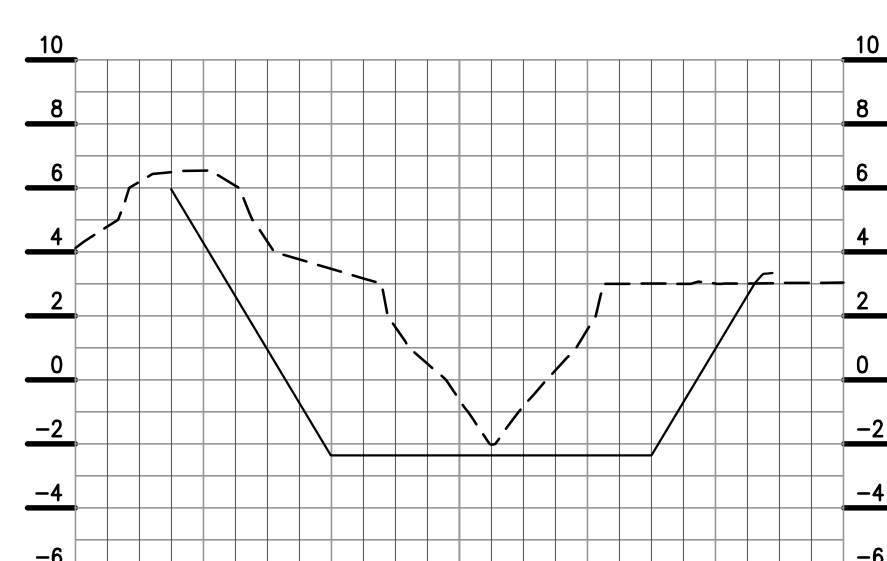
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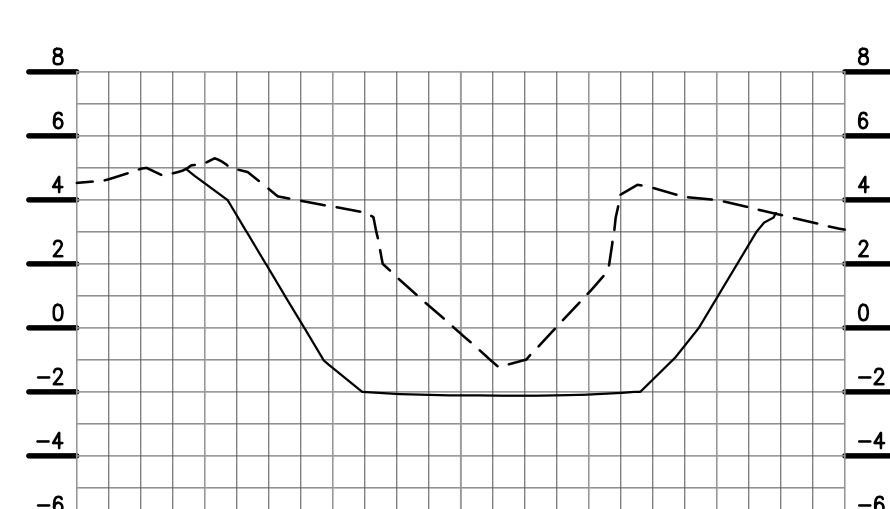
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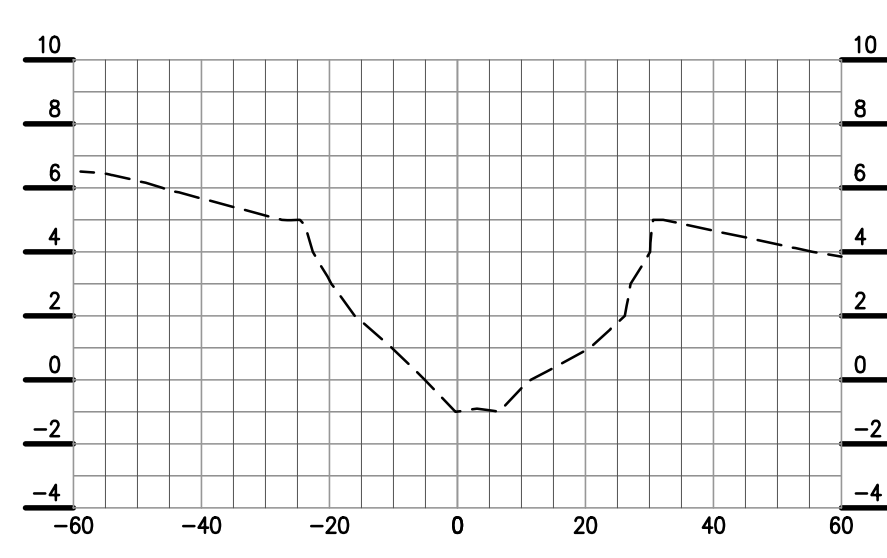
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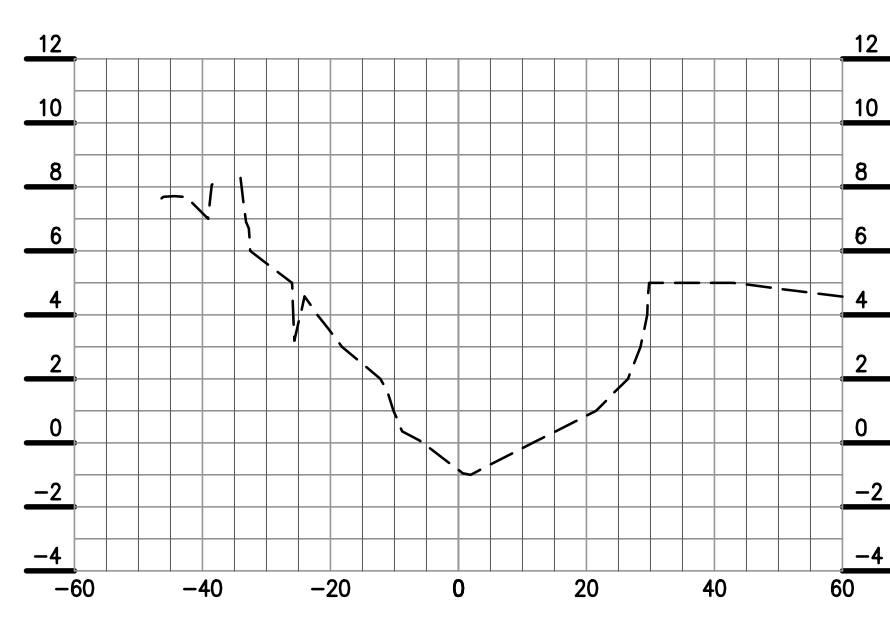
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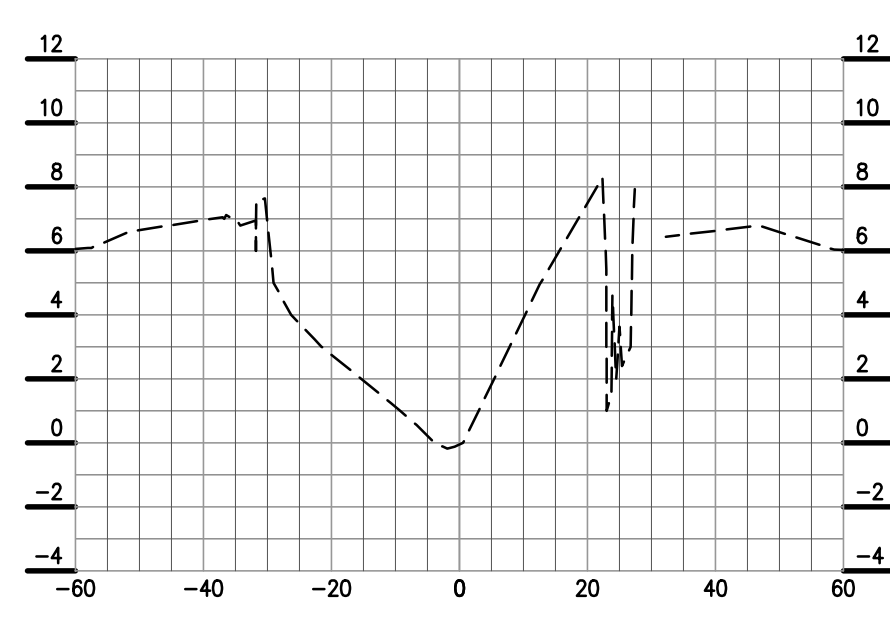
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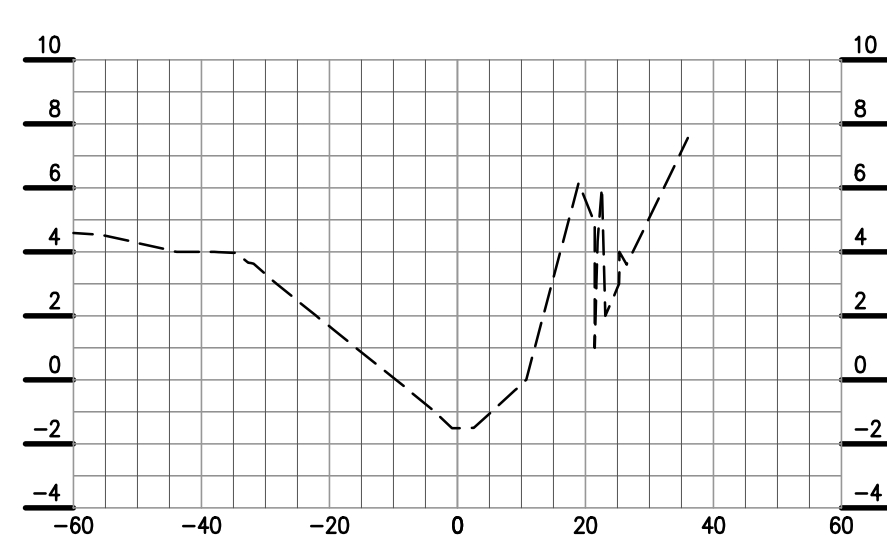
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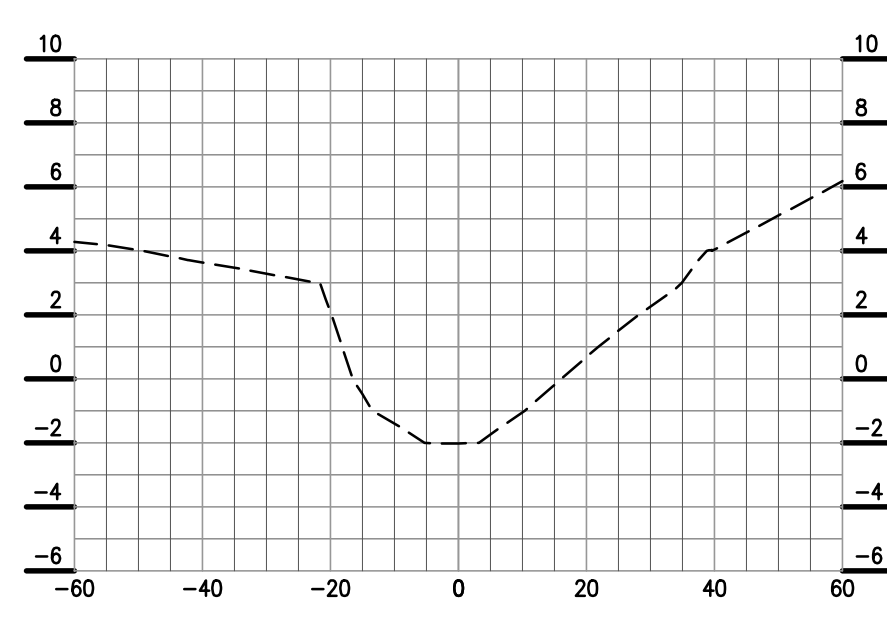
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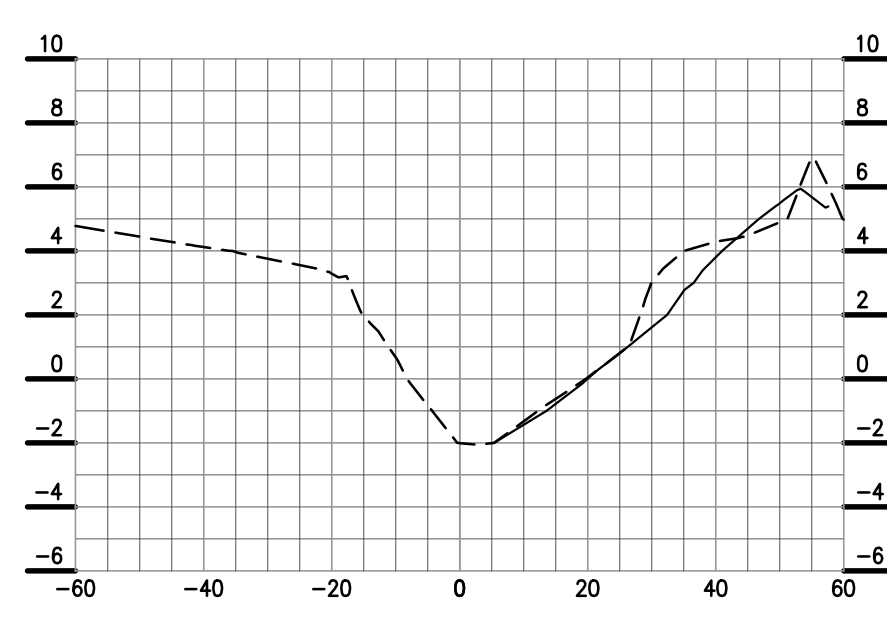
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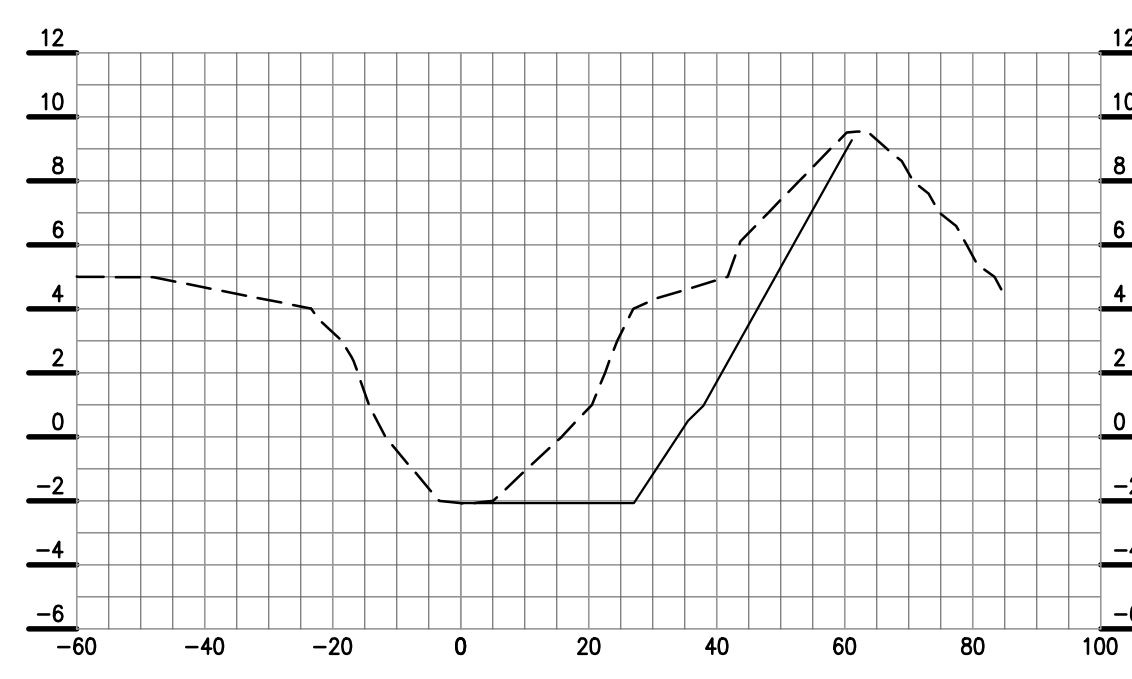
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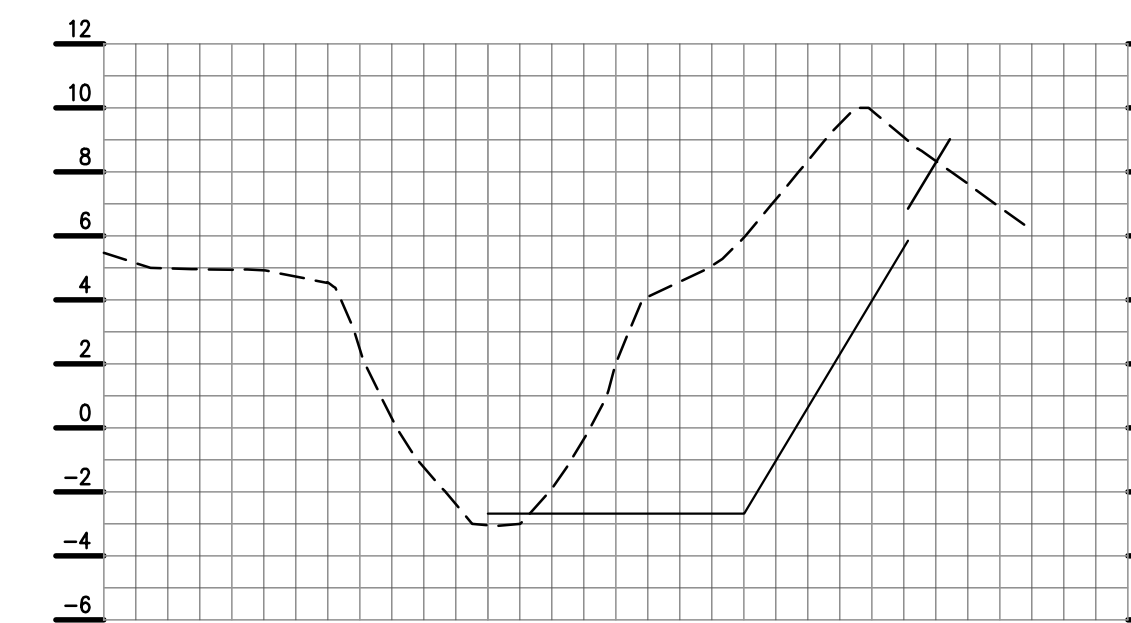
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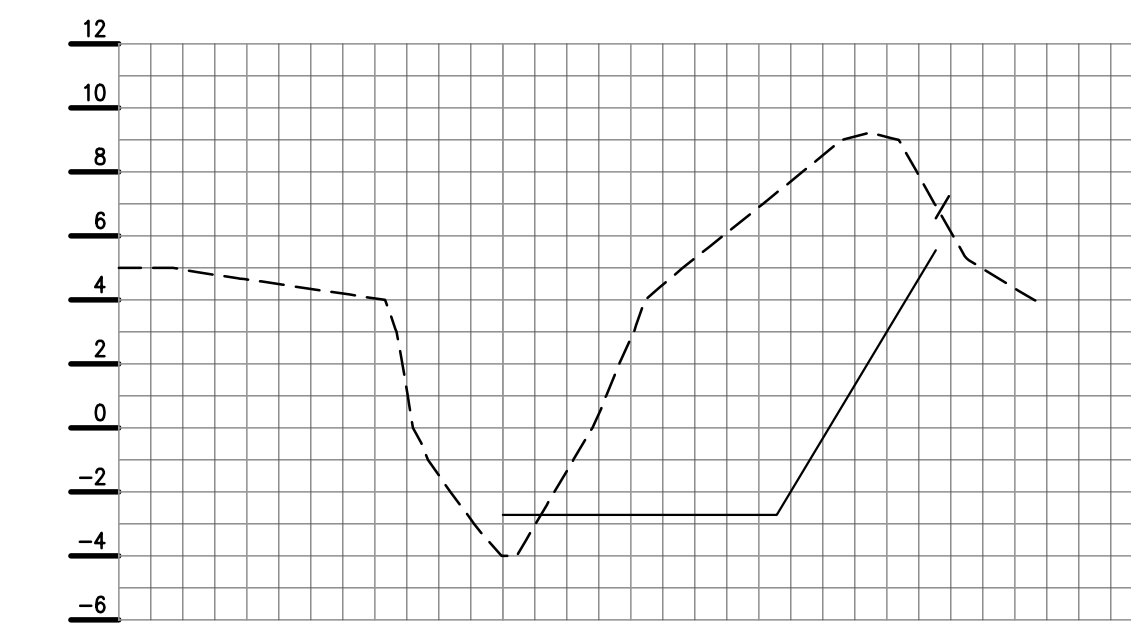
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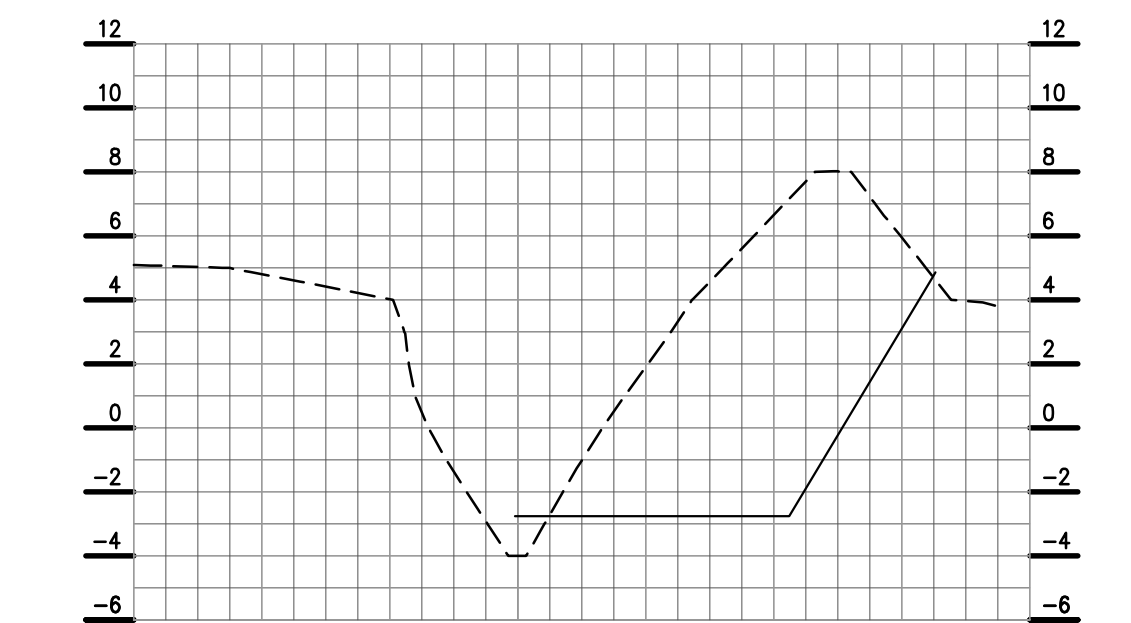
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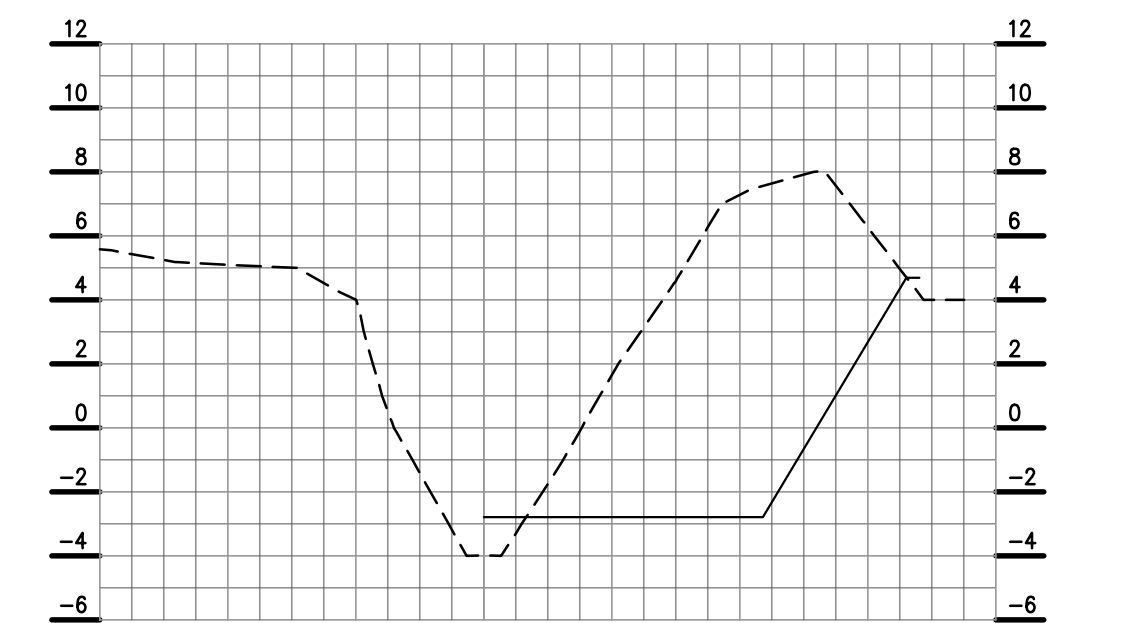
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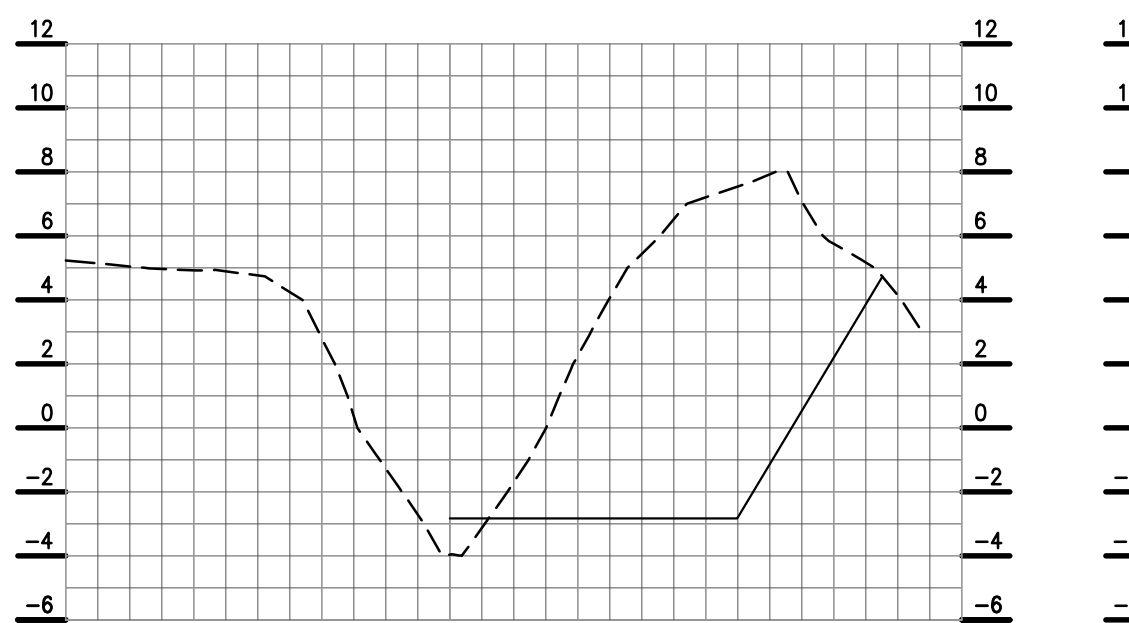
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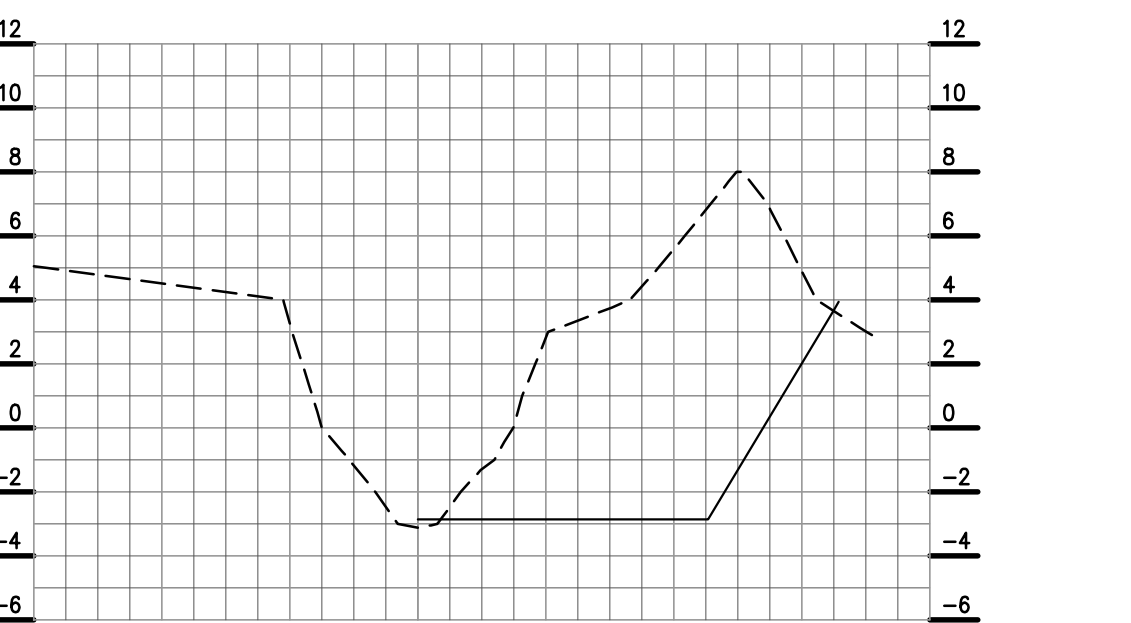
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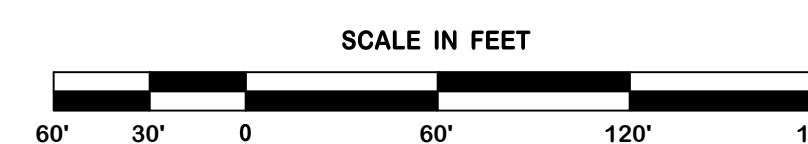


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SECTIONS



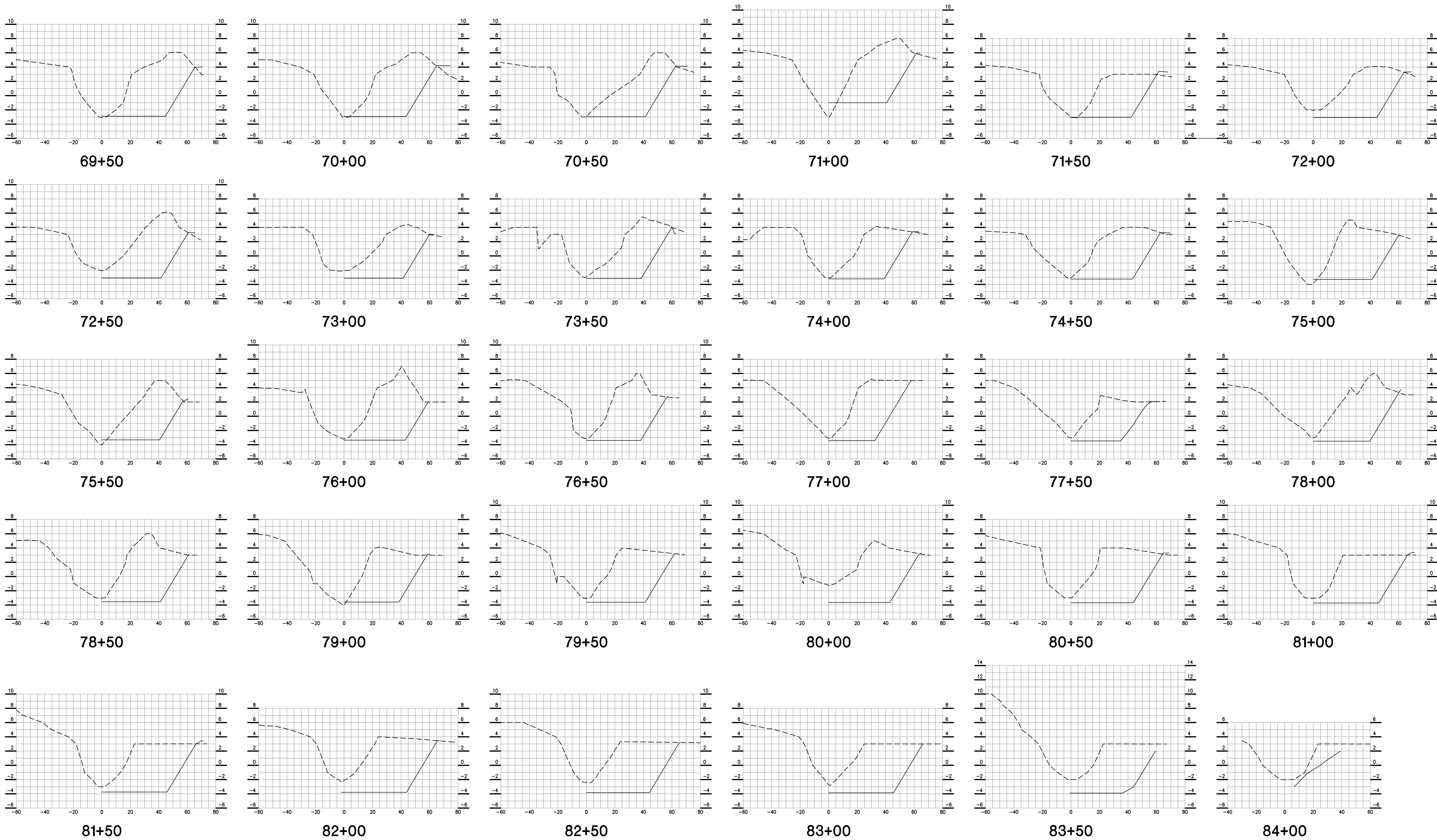
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Covington, LA 70433
Phone: 985.249.6180 | FAX: 985.249.6190
WWW.DDGP.COM
THIBODAUX | COVINGTON | HOUSTON
BATON ROUGE | LAFAYETTE

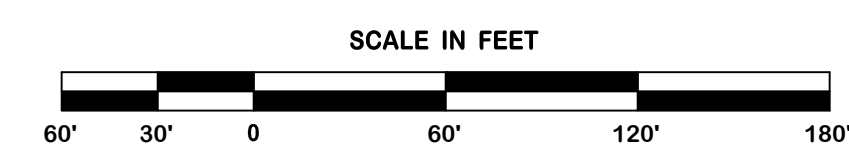
Joseph P. Gullion
SIGNATURE
1/21/2022
DATE
STATE OF LOUISIANA
JOSEPH P. GULLION
License No. 4131
REGISTERED
CIVIL ENGINEER

ST. TAMMANY PARISH GOVERNMENT
FOR ST. TAMMANY PARISH GOVERNMENT
ST. TAMMANY PARISH, LA
LOWER W-15 AREA DRAINAGE IMPROVEMENTS PHASE II
SLIDELL, LOUISIANA
ST. TAMMANY PARISH

DRAWN
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JPS
ISSUED DATE
1/21/2022
ISSUED FOR
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PROJECT NO.
11-143
FILE
11-143 C-4.1-4.4 SECTIONS
SHEET
C-4.3



SECTIONS



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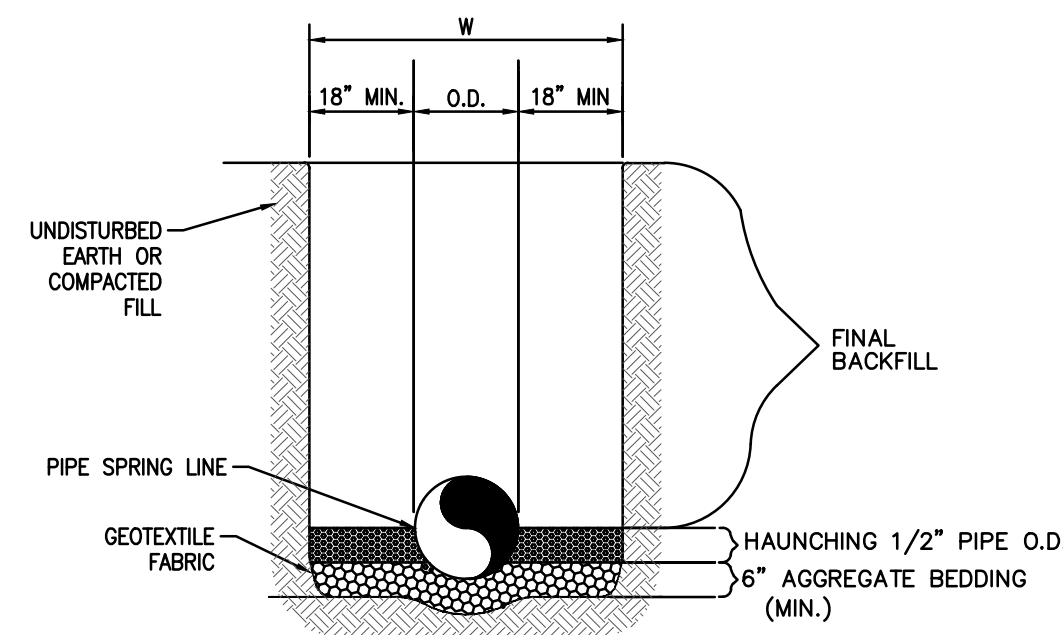
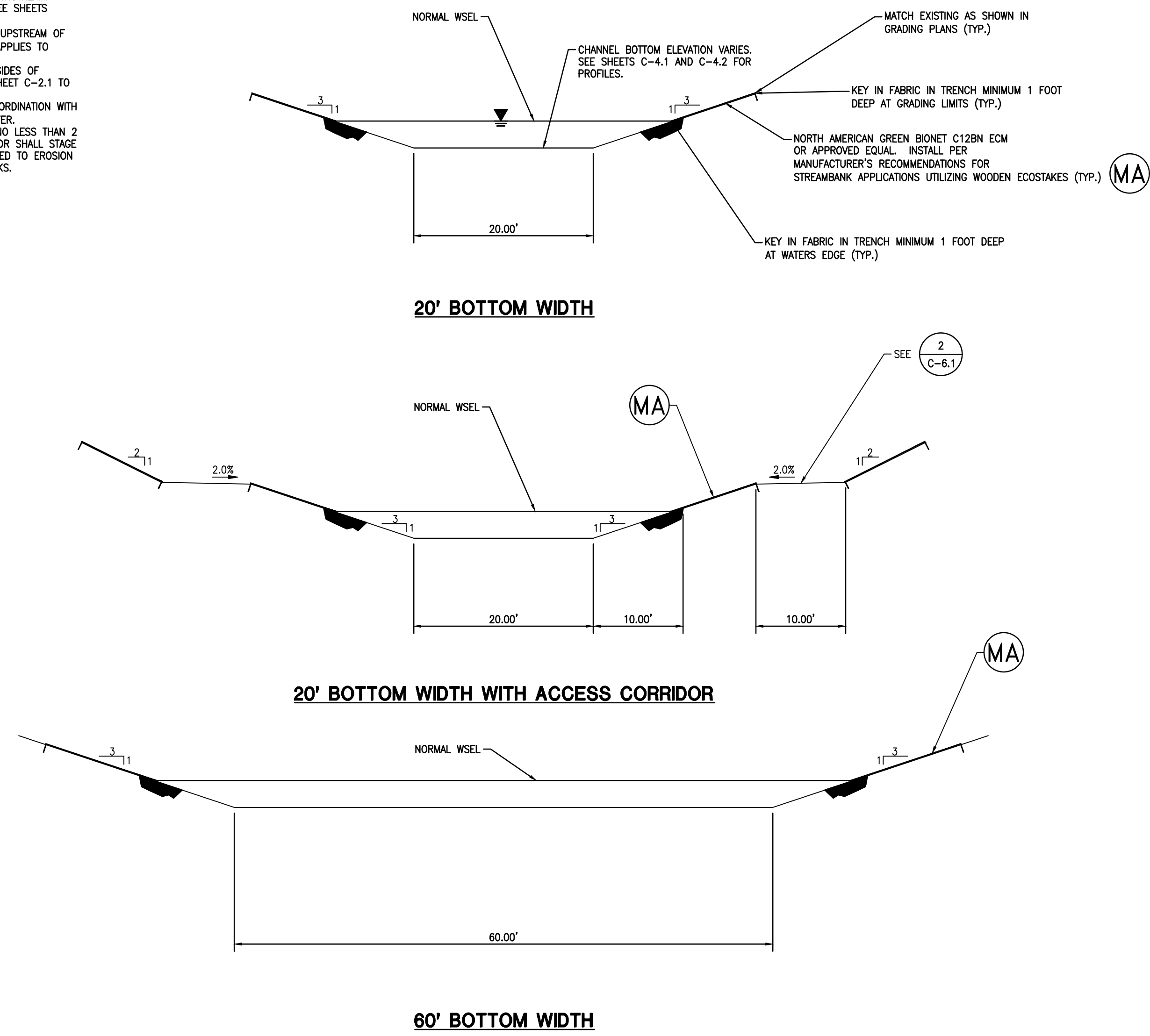
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BATON ROUGE | LAFAYETTE

Joseph P. Gullor
SIGNATURE
1/21/2022
DATE
STATE OF LOUISIANA
JOSEPH P. GULLOR
Professional Engineer
No. 41131
Civil Engineering
STAMP

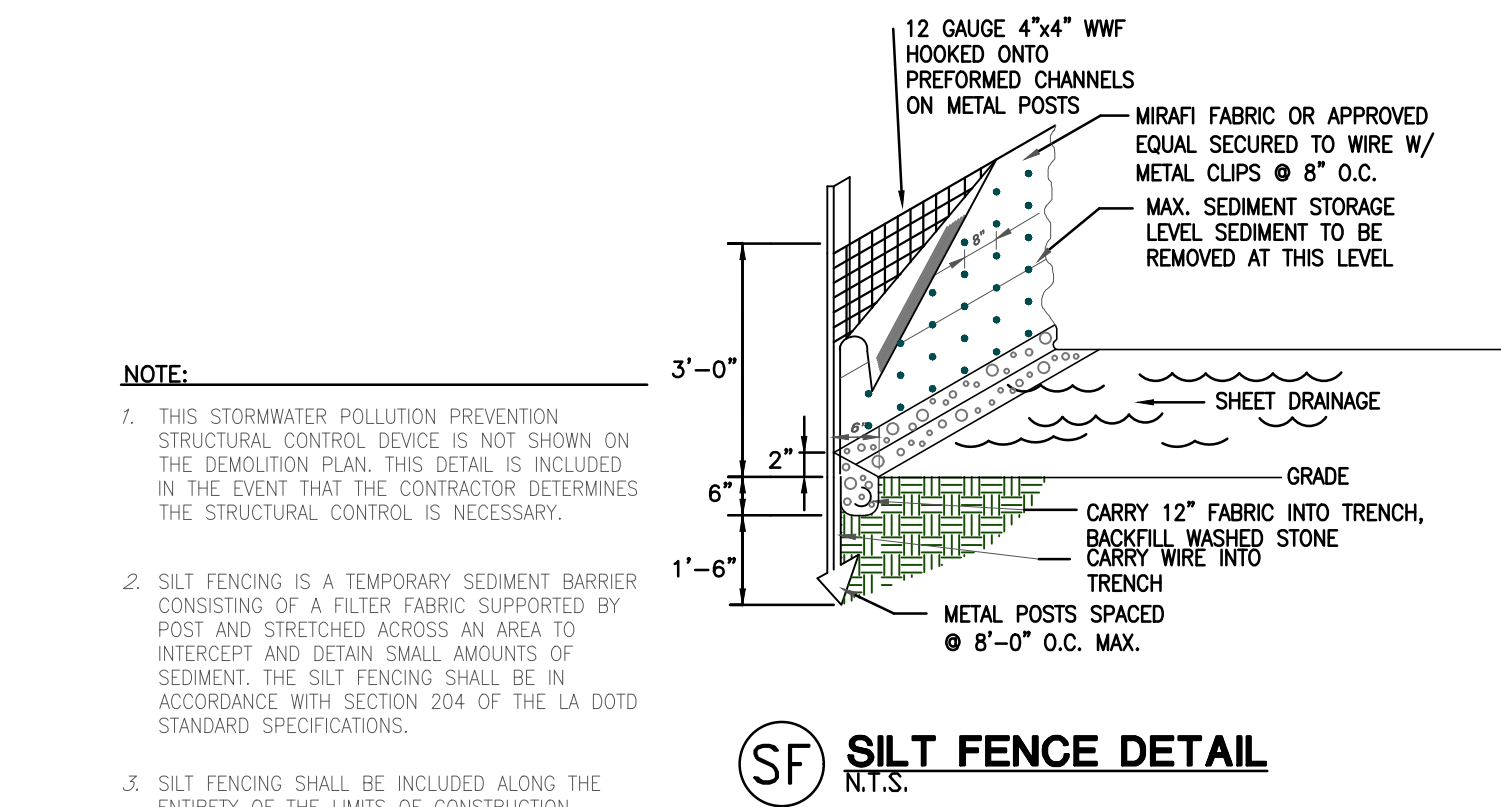
ST. TAMMANY PARISH GOVERNMENT
FOR ST. TAMMANY PARISH GOVERNMENT
ST. TAMMANY PARISH, LA
LOWER W-15 AREA DRAINAGE IMPROVEMENTS PHASE II
SLIDELL, LOUISIANA
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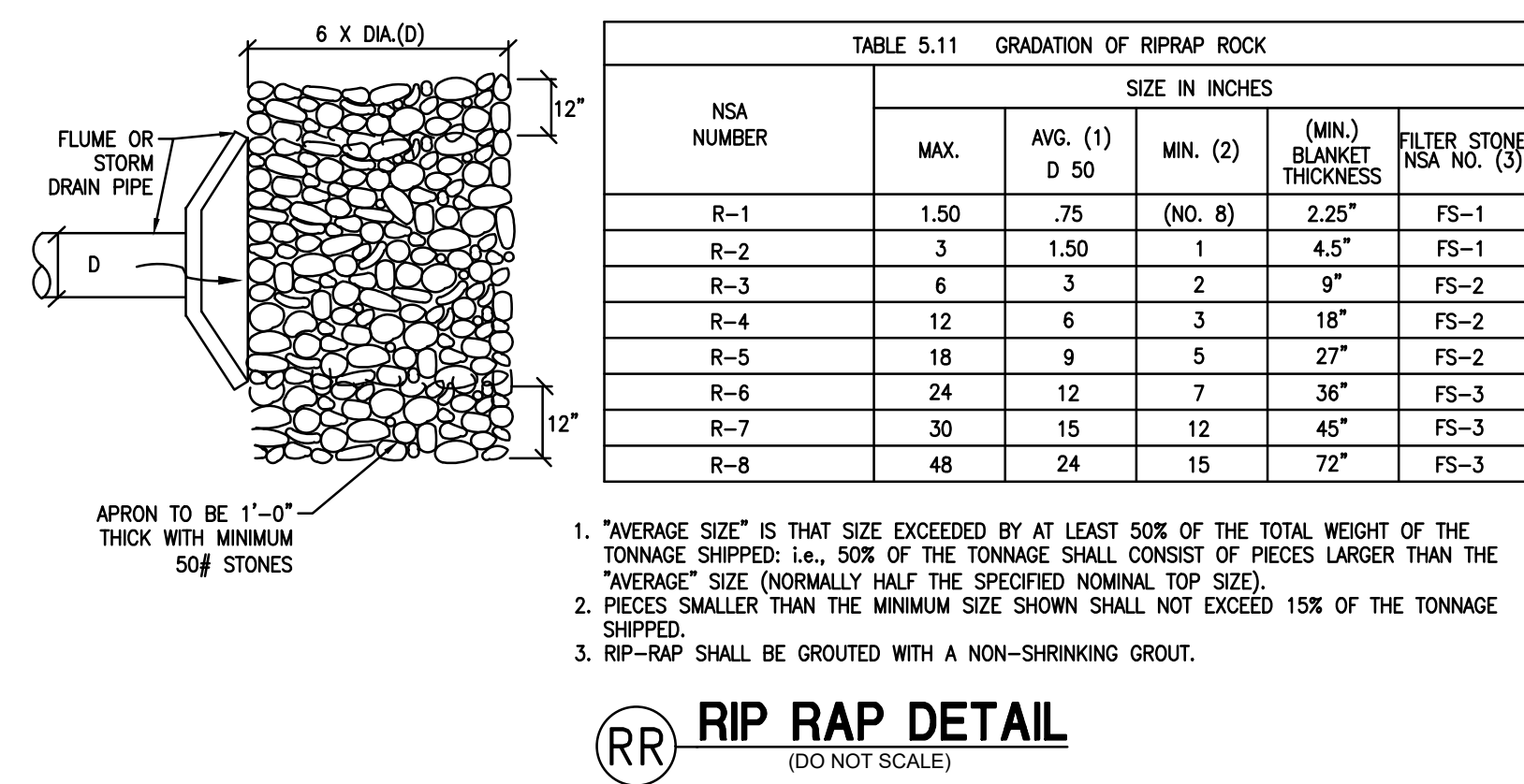
- NOTES:
1. TYPICAL SECTIONS ARE VIEWED LEFT TO RIGHT FACING DOWNSTREAM.
 2. TYPICAL SECTIONS MAY VARY FROM ACTUAL SECTIONS. SEE SHEETS C-4.1 TO C-4.4.
 3. SECTIONS REQUIRING 20' BOTTOM WIDTH ARE APPLICABLE UPSTREAM OF MILITARY ROAD. SECTION REQUIRING 60' BOTTOM WIDTH APPLIES TO DOWNSTREAM OF MILITARY ROAD.
 4. ACCESS ROAD MAY BE CONSTRUCTED ON ONE OR BOTH SIDES OF CHANNEL. SEE SITE LAYOUT AND GRADING PLANS AND SHEET C-2.1 TO C-2.9.
 5. TYPICAL SECTIONS MAY BE ADJUSTED IN THE FIELD IN COORDINATION WITH ENGINEER TO PRESERVE TREES GREATER THAN 12" DIAMETER.
 6. ALL CHANNEL BANKS SHALL BE STABILIZED WITH FABRIC NO LESS THAN 2 WEEKS FOLLOWING INTIM. GRADING ACTIVITIES. CONTRACTOR SHALL STAKE OPERATIONS SUCH THAT CHANNEL BANKS ARE NOT EXPOSED TO EROSION FROM CHANNEL FLOW FOR PERIODS LONGER THAN 2 WEEKS.
 7. SEE DETAIL MA FOR MATING REQUIREMENTS.



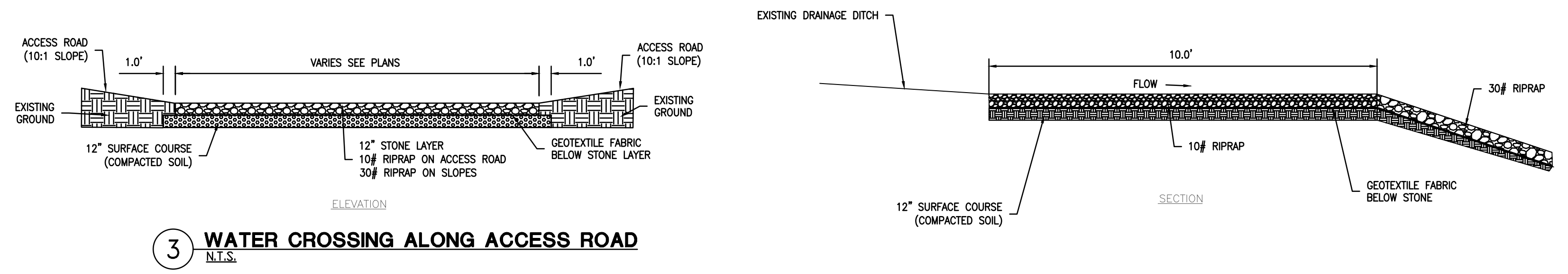
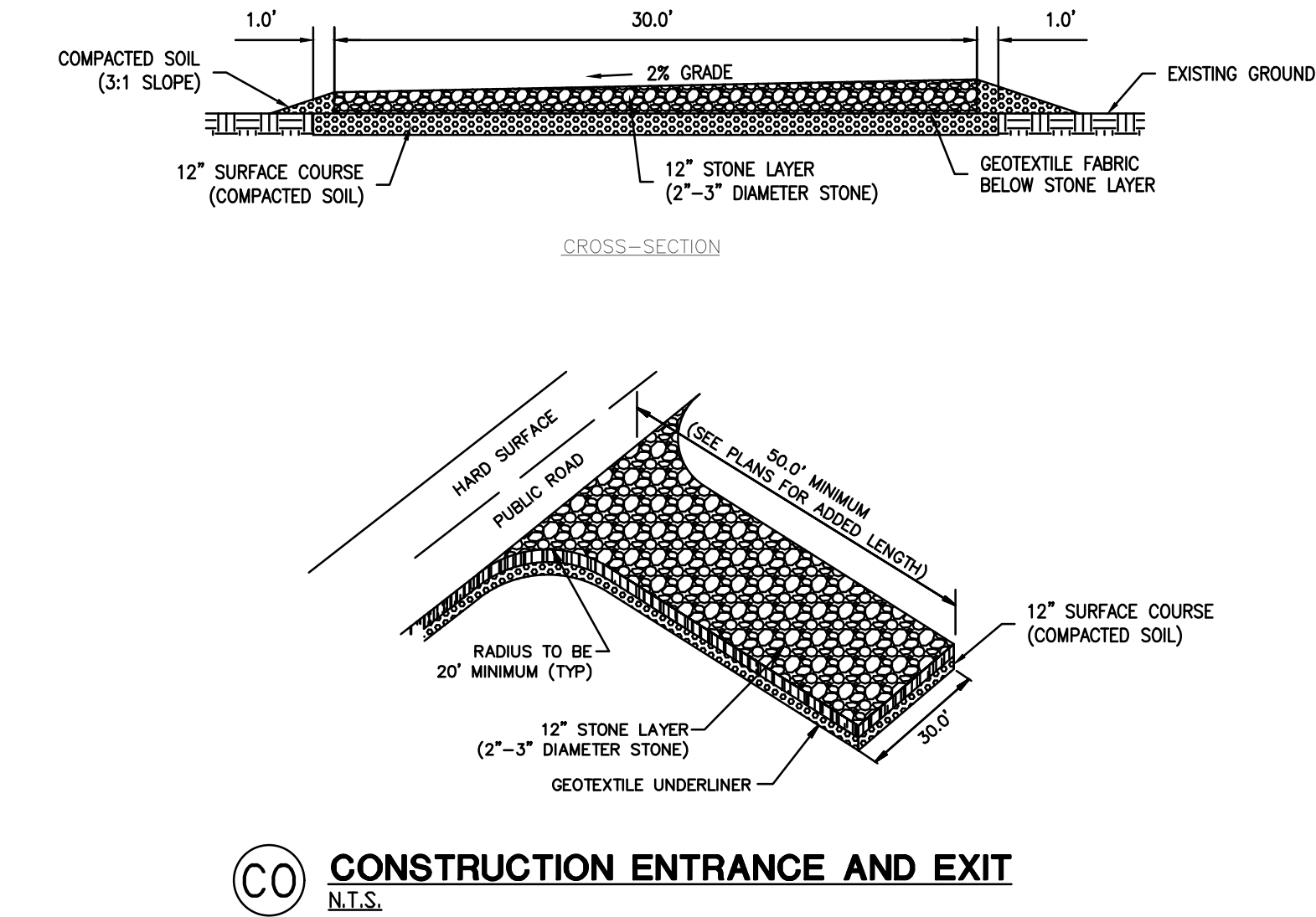
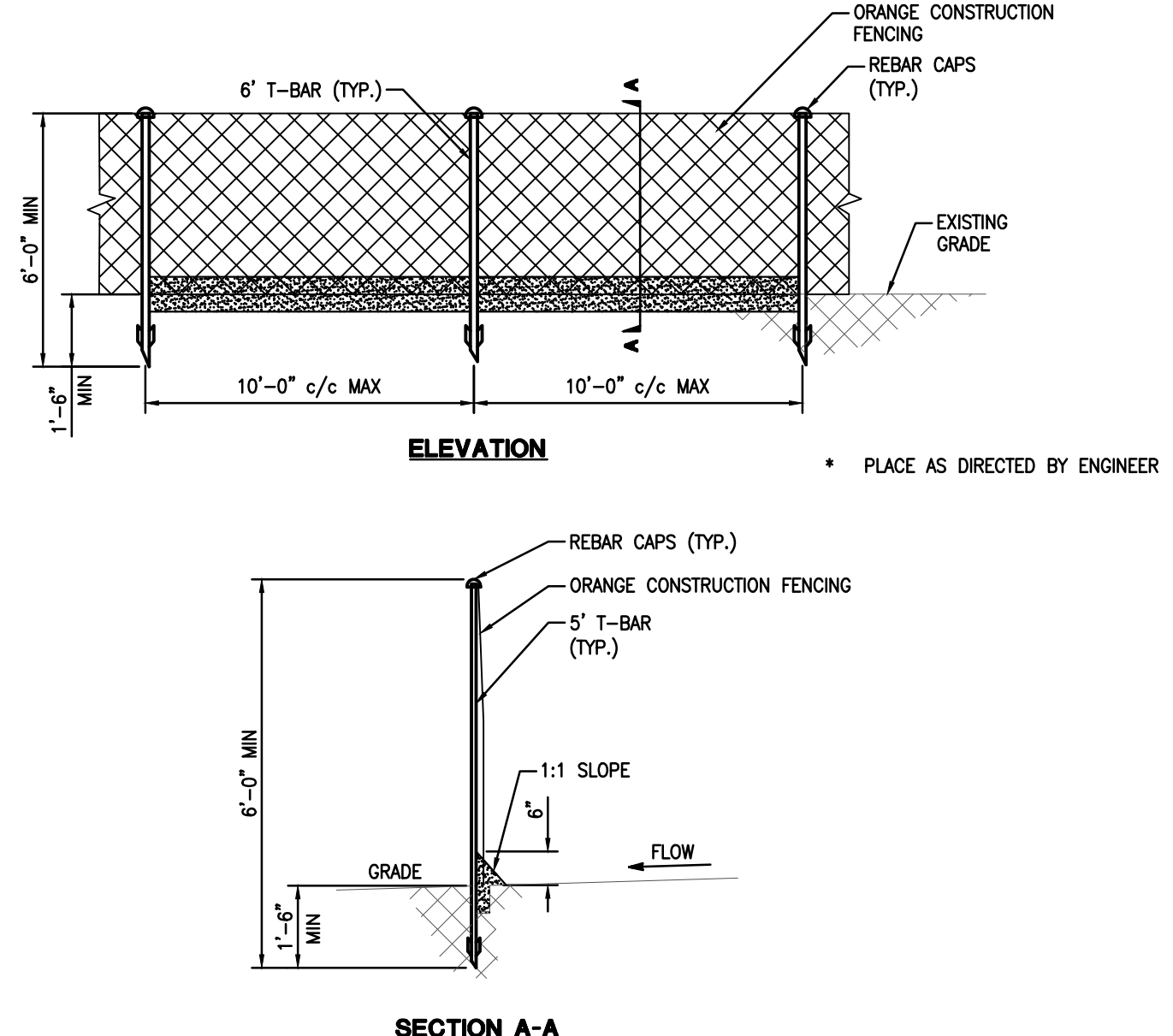
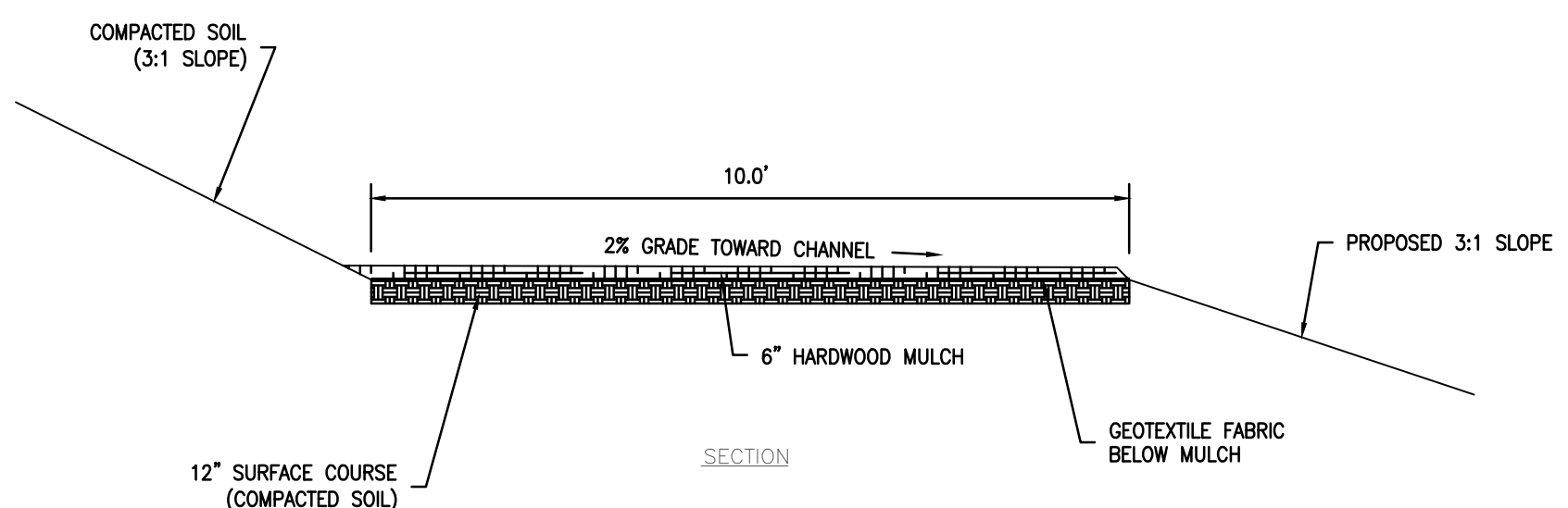
- NOTES:
1. BEDDING SHALL BE #57 STONE OR RECYCLED CONCRETE CONFORMING TO SUB-SECTION 1003.01 LOUISIANA STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES, 2006 EDITION.
 2. HAUNCHING SHALL BE WORKED AROUND THE PIPE BY HAND TO ELIMINATE VOIDS AND SHALL BE SAME MATERIAL AS BEDDING.
 3. FINAL BACKFILL SHALL BE INSITU MATERIAL OF SANDY CLAY APPROVED BY THE ENGINEER OR OTHER SELECT MATERIAL CONFORMING TO LSSRB 2006 EDITION.
 4. FINAL BACKFILL SHALL BE COMPACTED TO 95% STANDARD PROCTOR. (ASTM D998).
 5. ALL MATERIALS SHALL BE INSTALLED IN MAXIMUM 8" LOOSE LIFTS IN ACCORDANCE WITH ASTM D 698.
 6. ALL TRENCH EXCAVATIONS SHALL BE SLOPED, SHORED, SHEETED, BRACED, OR OTHERWISE SUPPORTED IN COMPLIANCE WITH OSHA REGULATIONS AND LOCAL ORDINANCES. (SEE SPECIFICATIONS)
 7. GEOTEXTILE FABRIC SHALL BE MIRAFI 600 OR APPROVED EQUAL.
 8. GEOTEXTILE FABRIC SHALL BE PLACED AT THE INTERFACE OF THE BEDDING MATERIAL AND NATURAL SUBGRADE AS WELL AS AROUND THE PIPE AT EACH JOINT.
 9. THIS DETAIL APPLIES TO STRUCTURE #3 ONLY. SEE PLAN SHEETS FOR BEDDING AND TRENCH BACKFILL FOR STRUCTURE #2.



- NOTE:
1. THIS STORMWATER POLLUTION PREVENTION STRUCTURAL CONTROL DEVICE IS NOT SHOWN ON THE DEMOLITION PLAN. THIS DETAIL IS INCLUDED IN THE EVENT THAT THE CONTRACTOR DETERMINES THE STRUCTURAL CONTROL IS NECESSARY.
 2. SILT FENCING IS A TEMPORARY SEDIMENT BARRIER CONSISTING OF A FILTER FABRIC SUPPORTED BY POSTS AND STRETCHED ACROSS AN AREA TO INTERCEPT AND DETAIN SMALL AMOUNTS OF SEDIMENT. THE SILT FENCING SHALL BE IN ACCORDANCE WITH SECTION 204 OF THE LA DOTD STANDARD SPECIFICATIONS.
 3. SILT FENCING SHALL BE INCLUDED ALONG THE ENTIRETY OF THE LIMITS OF CONSTRUCTION WHERE WORK IS BEING PERFORMED.



1. "AVERAGE SIZE" IS THAT SIZE EXCEEDED BY AT LEAST 50% OF THE TOTAL WEIGHT OF THE TONNAGE SHIPPED, i.e., 50% OF THE TONNAGE SHALL CONSIST OF PIECES LARGER THAN THE "AVERAGE" SIZE (NOMINALLY HALF THE SPECIFIED NOMINAL TOP SIZE).
2. PIECES SMALLER THAN THE MINIMUM SIZE SHOWN SHALL NOT EXCEED 15% OF THE TONNAGE SHIPPED.
3. RIP-RAP SHALL BE GROUTED WITH A NON-SHRINKING GROUT.



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THIBODAUX | COVINGTON | HOUSTON
BATON ROUGE | LAFAYETTE

Stamp: STATE OF LOUISIANA, CIVIL ENGINEER, JOSEPH PIERRE GULLOPE, LICENSE NO. 1431, EXPIRES 12/31/2022
Signature: Joseph P. Gulloupe
Date: 1/21/2022



LOWER W-15 AREA DRAINAGE IMPROVEMENTS PHASE II
SLIDELL, LOUISIANA
ST. TAMMANY PARISH
FOR ST. TAMMANY PARISH GOVERNMENT
ST. TAMMANY PARISH, LA

| |
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| DRAWN CMR |
| CHECKED JPS |
| ISSUED DATE 1/21/2022 |
| ISSUED FOR BID |
| PROJECT NO. 11-143 |
| FILE 11-143 C-5.1 DETAILS |
| SHEET C-5.1 |

DETAILS

Section 11

Federal Contract Provisions

(1) The Contractor agrees to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). These regulations are herein incorporated by reference in this contract.

- *This clause is for all contracts for construction or repair.*

(2) The Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). These regulations are herein incorporated by reference in this Contract.

- *This clause is for construction contracts in excess of \$2000 when required by Federal grant program legislation.*

(3) The Contractor agrees to comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). These regulations are herein incorporated by reference in this Contract.

- *This clause is for construction contracts awarded in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers.*

(4) The Contractor agrees to comply with all Federal, State, and Parish requirements and regulations pertaining to reporting on projects receiving Federal, State, or Parish funding.

- *Contracts funded with Federal or State monies may have additional requirements and regulations pertaining to reporting which may not be described herein.*

(5) The Contractor agrees to comply with requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such Contract.

- *For contracts funded with Federal or State monies, applicable Federal or State agencies may have additional requirements and regulations pertaining to patent rights.*

(6) The Contractor agrees to comply with requirements and regulations pertaining to copyrights and rights in data.

- *For contracts funded with Federal or State monies, applicable Federal or State agencies may have additional requirements and regulations pertaining to copyrights and/or rights in data.*

(7) The Contractor agrees to grant access by the Parish, the State, Federal agencies, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific Contract for the purpose of making audit, examination, excerpts, and transcriptions.

(8) The Contractor agrees to retain all required records for three (3) years after final payments have been made and/or all other pending matters are closed.

(9) The Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). These regulations are herein incorporated by reference in this Contract.

- *For contracts in excess of \$100,000.*

(10) The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). [53 FR 8045, 8087, Mar. 11, 1998, as amended at 60 FR 19639, 19641, Apr. 19, 1995; 61 FR 7166, Feb. 26, 1996]. These regulations are herein incorporated by reference in this Contract.

(11) The Contractor agrees to comply with all applicable requirements and regulations mandated by the Buy American Act (41 U.S.C. 10c). These regulations are herein incorporated by reference in this Contract.

(12) The Contractor agrees that it will insure that any of its agents, contractors, or subcontractors will also comply with the above requirements and that any contract entered into by Contractor in furtherance and/or performance of Contractor's agreement with the Parish will contain the above required clauses.

(13) 1988, as amended at 60 FR 19639, 19641, Apr. 19, 1995; 61 FR 7166, Feb. 26, 1996]. These regulations are herein incorporated by reference in this contract.

(14) The contractor agrees to comply with Section 3 of the HUD Act of 1968, as amended, and as and as implemented by the regulations set forth in 24 CFR 135. These regulations herein incorporated by reference in this contract.

- *For HUD funded construction contracts in excess of \$100,000 and all other contracts in excess of \$200,000.*

Section 12

Contract Time Extension Specifications

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

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

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

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

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

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

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

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