

NOTICE TO BIDDERS

Sealed bids will be received by the Department of Procurement, until **2:00 p.m., Tuesday, July 28, 2020,** and then opened and read publicly at that time by the Procurement Staff for the following project:

Bid # 20-10-2 – Black River Dr Bridge

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

The project classification is:

Highway Street & Bridge Construction

Specifications may be obtained online at <u>http://www.stpgov.org/</u> or at <u>www.bidexpress.com.</u> It is the Bidder's responsibility to check the Parish website frequently for any possible addenda that may be issued. The Parish is not responsible for a Bidder's failure to download any addenda documents required to complete a submission.

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

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

Procurement Department

BID PROPOSAL

ST. TAMMANY PARISH GOVERNMENT



BID PACKAGE FOR

Black River Dr Bridge

BID NO.: 20-10-2

March 3, 2020

Section 01

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Section 02

Instructions to Bidders

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

- 1. Bid security is required. Be sure that your bid includes such security as is necessary to meet Parish requirements and is properly signed. The bid must be fully completed. All applicable Louisiana license numbers must be affixed.
- 2. The Owner is the St. Tammany Parish Government (the "Parish").
- 3. The terms "he/his" and "it/its" may be used interchangeably.
- 4. The terms "Owner," the "Parish," and "St. Tammany Parish" may be used interchangeably.
- 5. The successful Bidder understands the limited contract time in the contract is <u>two hundred</u> <u>ten (210) calendar days + excess adverse weather days per attached specifications</u>, and shall submit any request for an extension of time in accordance with the General and Supplementary Conditions. Said request will reflect the days requested and the reason for same. No extension request is guaranteed or absolute.
- 6. Bidder specifically understands that acknowledgment of the General Conditions is required. Bidder specifically understands that signature of receipt of the General Conditions is mandated. The Bidder's signature on the "Louisiana Uniform Public Work Bid Form" will serve as acknowledgment of the Bidder's receipt and understanding of the General Conditions as well as any Supplementary Conditions.
- 7. *If any additional work* is performed by the contractor without <u>written approval</u> by owner, the cost of the work will be borne by the contractor and will not be reimbursed by the Parish.
- 8. **Only** the Louisiana Uniform Public Bid Form, the Unit Price Form (if necessary), the bid security, and written evidence of authority of person signing the bid shall be submitted on or before the bid opening time and date provided for in the Bid Documents. Necessary copies of the Louisiana Uniform Public Work Forms and Unit Price Forms (if necessary) will be furnished for Bidding. Bound sets of the Contract Documents are for Bidder's information and should not be used in submitting Bids.
- 9. All other documents and information required are to be submitted by the low Bidder within ten (10) days after the opening of the bids, and at the same time of day and location as given for the opening of the bids in the Bid Documents.
- 10. Each Bid must be submitted in a sealed envelope, unless submitted electronically. The outside of the envelope shall show the name and address of the Bidder, the State Contractor's License Number of the Bidder (if work requires contractor's license), and the Project name and the Bid number. In the case of an electronic bid proposal, a contractor may submit an authentic digital signature on the electronic bid proposal accompanied by the contractor's license number, Project name and the Bid number.
- 11. The price quoted for the Work shall be stated in words and figures on the Bid Form, and in figures only on the Unit Price Form. The price in the Bid shall include all costs necessary for the complete performance of the Work in full conformity with the conditions of the Contract Documents, and shall include all applicable Federal, State, Parish, Municipal or other taxes. The price bid for the items listed on the Unit Price Form will include the cost of all related items not listed, but which are normally required to do the type of Work bid.

- 12. The Bid shall be signed by the Bidder. The information required on the Louisiana Uniform Public Work Bid Form must be provided. Evidence of agency, corporate, or partnership authority is required and shall be provided in conformance with LSA-R.S. 38:2212(B).
- 13. Only a Contractor licensed by the State to do the type of Work as indicated on the Notice to Bidders can submit a Bid. The Bidder's signature on the Bid Form certifies that he holds an active license under the provisions of Chapter 24 of Louisiana Revised Statutes Title 37. Failure to be properly licensed constitutes authority for the Owner to reject the Bid.
- 14. Bidders shall not attach any conditions or provisions to the Bid. Any conditions or provisions so attached may, at the sole option of the Owner, cause rejection of the Bid.
- A Bid Guarantee of five percent (5%) of the amount of the total Bid, including Alternates, 15. must accompany the Proposal and, at the option of the Bidder, may be a cashier's check, certified check or a satisfactory Bid Bond. The Bid Guarantee must be attached to the Louisiana Uniform Public Work Bid Form. No Bid will be considered unless it is so guaranteed. Cashier's check or certified check must be made payable to the order of the Owner. Cash deposits will not be accepted. The Owner reserves the right to cash or deposit the cashier's check or certified check. Such guarantees shall be made payable to the Parish of St. Tammany. In accordance with LSA-R.S. 38:2218(C), if a bid bond is used, it shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company in good standing licensed to write bid bonds which is either domiciled in Louisiana or owned by Louisiana residents. It is not required to be on any AIA form.
- 16. Bid securities of the three (3) lowest Bidders will be retained by the Owner until the Contract is executed or until final disposition is made of the Bids submitted. Bid securities of all other Bidders will be returned promptly after the canvas of Bids. Bids shall remain binding for forty-five (45) days after the date set for Bid Opening. The Parish shall act within the forty-five (45) days to award the contract to the lowest responsible bidder or reject all bids. However, the Parish and the lowest responsible bidder, by mutual written consent, may agree to extend the deadline for award by one or more extensions of thirty (30) calendar days. In the event the Owner issued the Letter of Award during this period, or any extension thereof, the Bid accepted shall continue to remain binding until the execution of the Contract.
- 17. A Proposal may be withdrawn at any time prior to the scheduled closing time for receipt of Bids, provided the request is in writing, executed by the Bidder or its duly authorized representative and is filed with the Owner prior to that time. When such a request is received, the Proposal will be returned to the Bidder unopened. A bid withdrawn under the provisions of LSA-R.S. 38:2214(C) cannot be resubmitted.
- 18. Written communications, over the signature of the Bidder, to modify Proposals will be accepted and the Proposal corrected in accordance therewith if received by the Owner prior to the scheduled closing time for receipt of Bids. Oral, telephonic or telegraphic Modifications will not be considered.
- 19. No oral interpretation obligating the Owner will be made to any Bidder as to the meaning of the Drawings, Specifications and Contract Documents. Every request for such an interpretation shall be made in writing and addressed and forwarded to the Owner. Inquiries received within seven (7) days prior to the day fixed for opening of the Bids may not be given consideration. Every interpretation made to the Bidder shall be in the form of an addendum to the Specifications. All such Addenda shall become part of the Contract Documents. Failure of the Owner to send or failure of Bidder to receive any such interpretation shall not relieve any Bidder from any obligation under this Bid as submitted without Modification. All Addenda shall be issued in accordance with the Public Bid Law, LSA-R.S. 38:2212(O).
- 20. The Owner reserves the right to reject any or all Bids for just cause in accordance with the Public Bid Law, LSA-R.S. 38:2214(B). Incomplete, informal, illegible, or unbalanced Bids may be rejected. Reasonable grounds for belief that any one Bidder is concerned directly or indirectly with more than one Bid will cause rejection of all Bids wherein such Bidder Version 2020 Q1

is concerned. If required, a Bidder shall furnish satisfactory evidence of its competence and ability to perform the Work stipulated in its Proposal. Incompetence will constitute cause for rejection. If the Parish determines that the bidder is not responsive or responsible for any reason whatsoever, the bid may be rejected in accordance with State law.

- 21. The Contractor shall indemnify and hold harmless the Owner from any and all suits, costs, penalties or claims for infringement by reason of use or installation of any patented design, device, material or process, or any trademark and copyright in connection with the Work agreed to be performed under this Contract, and shall indemnify and hold harmless the Owner for any costs, expenses and damages which it may be obliged to pay by reason of any such infringement at any time during the prosecution or after completion of the Work.
- 22. Bidders shall familiarize themselves with and shall comply with all applicable Federal and State Laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the Project, which may directly or indirectly affect the Work or its prosecution. These laws and/or ordinances will be deemed to be included in the Contract, as though herein written in full.
- 23. Each Bidder shall visit the site of the proposed Work and fully acquaint itself with all surface and subsurface conditions as they may exist so that it may fully understand this Contract. Bidder shall also thoroughly examine and be familiar with drawings, Specifications and Contract Documents. The failure or omission of any Bidder to receive or examine any form, instrument, Drawing or document or to visit the site and acquaint itself with existing conditions shall in no way relieve any Bidder from any obligation with respect to its Bid and the responsibility in the premises.
- 24. The standard contract form enclosed with the Proposal documents is a prototype. It is enclosed with the Contract Documents for the guidance of the Owner and the Contractor. It has important legal consequences in all respects and consultation with an attorney is encouraged. Contractor shall be presumed to have consulted with its own independent legal counsel.
- 25. When one set of Contract plans show the Work to be performed by two or more prime Contractors, it is the responsibility of each Bidder to become knowledgeable of the Work to be performed by the other where the Work upon which this bid is submitted is shown to come into close proximity or in conflict with the Work of the other. In avoiding conflicts, pressure pipe lines must be installed to avoid conflict with gravity pipe lines and the Bidder of the smaller gravity pipe line in conflict with the larger gravity pipe line must include in his Bid the cost of a conflict box at these locations. The location of and a solution to the conflicts do not have to be specifically noted as such on the plans.
- 26. Bidder shall execute affidavit(s) attesting compliance with LSA-R.S. 38:2212.10, 38:2224, 38:2227, each as amended, and other affidavits as required by law, prior to execution of the contract.
- 27. Sealed Bids shall be delivered to St. Tammany Parish Government at the office of St. Tammany Parish Government, Department of Procurement, 21454 Koop Drive, Suite 2-F, Mandeville, LA 70471, and a receipt given, until the time and date denoted in Notice to Bidders, at which time and place the Bids shall be publicly opened and read aloud to those present. In accordance with LSA-R.S. 38:2212(H), the designer's final estimated cost of construction shall be read aloud upon opening bids. Sealed Bids may also be mailed by certified mail to St. Tammany Parish Government, Department of Procurement, 21454 Koop Drive, Suite 2-F, Mandeville, LA 70471, and must be received before the bid opening. Bids may also be submitted electronically. Information concerning links for electronic bidding is contained in the Notice to Bidders. It is the responsibility of the Bidders to insure that bids are delivered in a timely fashion. Late bids, regardless of reason, will not be considered, and will be returned to bidder.
- 28. Paper bids shall be placed in a sealed envelope, marked plainly and prominently as indicated in the Notice to Bidders, and these Instructions, and addressed:

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

- 29. Complete sets of Drawings, Specifications and Contract Documents may be secured at the Office of the Owner. See Notice to Bidders for deposit schedule and availability via electronic methods.
- 30. The successful Bidder shall be required to post in each direction a public information sign, 4' x 8' in size, at the location of the project containing information required by the Owner. The Owner shall supply this information.
- 31. The award of the Contract, if it is awarded, will be to the lowest responsible Bidder, in accordance with State Law. No award will be made until the Owner has concluded such investigations as it deems necessary to establish the responsibility, qualifications, and financial ability and stability of the Bidder to do the Work in accordance with the Contract Documents to the satisfaction of the Owner within the time prescribed as established by the Department based upon the amount of work to be performed and the conditions of same. The written contract and bond shall be issued in 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 Contract 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 shall pay for cost of recording the Contract, Bond, and any change orders required to be recorded, as well as the cost of canceling any of the foregoing. Contractor shall also secure and pay for all Clear Lien and Privilege Certificates (together with any updates) which will be required before any final payment is made, and that may be required before any payment, at the request of the Owner, its representative, agent, architect, engineer and the like. All recordation and Clear Lien and Privilege Certificate requirements shall be in accordance with those requirements noted herein before in contract Specifications.
- 43. Contractor shall secure and maintain at its expense such insurance that will protect it and the Parish from claims for injuries to persons or damages to property which may arise from or in connection with the performance of Services or Work hereunder by the Contractor, his agents, representatives, employees, and/or subcontractors. The cost of such insurance shall be included in Contractor's bid.
- 44. The Contractor shall not commence work until it has obtained all insurance as required for the Parish Project. If the Contractor fails to furnish the Parish with the insurance protection required and begins work without first furnishing Parish with a currently dated certificate of insurance, the Parish has the right to obtain the insurance protection required and deduct the cost of insurance from the first payment due the Contractor. Further deductions are permitted from future payments as are needed to protect the interests of the Parish including, but not limited to, renewals of all policies.
- 45. <u>Payment of Premiums:</u> The insurance companies issuing the policy or policies shall have no recourse against the Parish of St. Tammany for payment of any premiums or for assessments under any form of policy.

- 46. <u>Deductibles</u>: Any and all deductibles in the described insurance policies shall be assumed by and be at the sole risk of the Contractor.
- 47. <u>Authorization of Insurance Company(ies) and Rating</u>: All insurance companies must be authorized to do business in the State of Louisiana and shall have an A.M. Best rating of no less than A-, Category VII.
- 48. Policy coverages and limits must be evidenced by Certificates of Insurance issued by Contractor's carrier to the Parish and shall reflect:

Date of Issue: Certificate must have current date.

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

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

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

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

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

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

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

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

- 49. The types of insurance coverage the Contractor is required to obtain and maintain throughout the duration of the Contract shall be designated by a separate document issued by the Office of Risk Management.
- 50. It is the intent of these instructions that they are in conformance with State Bid Laws. Should there be any discrepancy or ambiguity in these provisions, the applicable State Bid Law shall apply.
- 51. The letting of any public contract in connection with funds that are granted or advanced by the United States of America shall be subject to the effect, if any, of related laws of said United States and valid rules and regulations of federal agencies in charge, or governing use and payment of such federal funds.
- 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 Version 2020 Q1

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 <u>Purchasing@stpgov.org</u>. Any questions or inquiries received after the required deadline to submit questions or inquiries will not be answered.
- 55. St. Tammany Parish Government contracts to be awarded are dependent on the available funding and/or approval by members designated and/or acknowledged by St. Tammany Parish Government. At any time St. Tammany Parish Government reserves the right to cancel the award of a contract if either or both of these factors is deficient.
- 56. Any action by the Parish to disqualify any Bidder on the grounds that they are not a responsible Bidder shall be conducted in accordance with LSA-R.S. 38:2212(X).
- 57. If any part of the provisions contained herein and/or in the Specifications and Contract for the Work shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement or attachment, but it shall be construed as if such invalid, illegal, or unenforceable provision or part of a provision had never been contained herein.

Summary of Work

I. Work to Include:

The Contractor must provide all labor, equipment, tools, testing and materials required necessary for the removal and replacement of bridge structure, installation of drainage structures, concrete and asphalt paving, and earthwork as required per the construction drawings and specifications.

The scope of work shall include all items as listed within the specifications. The Parish reserves the right to add, remove or otherwise modify the above, as determined necessary by the Parish and as allowed by law.

II. Location of Work:

Black River Dr Bridge (B01J042), Black River Dr, Madisonville, Louisiana (S42 T7S R10E).

III. <u>Documents:</u> Bid Documents dated March 3, 2020, and entitled:

Black River Dr Bridge Bid # 20-10-2

IV. <u>OTHER REQUIREMENTS</u> (as applicable)

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

LOUISIANA UNIFORM PUBLIC WORK BID FORM

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

(Owner to provide name and address of owner)

BID FOR: <u>Black River Dr Bridge</u> Bid # 20-10-2

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

____Dollars (\$_____

Dollars (\$

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: <u>St Tammany Parish</u> and dated: <u>March 3, 2020</u>.

(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:

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

N/A

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

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

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

LOUISIANA UNIFORM PUBLIC WORK BID FORM UNIT PRICE FORM

<u>T0:</u>

St. Tammany Parish Government

21454 Koop Drive, Suite 2F

Mandeville, LA. 70471

(OWNER TO PROVIDE NAME AND ADDRESS OF OWNER)

BID FOR:

Black River Dr Bridge

BID FOR: 20-10-2

(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	☑ BASE BID OR	□ ALT #	Clearing and Grubbing	
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
201-01-00100	1	LUMP		
Description	☑ BASE BID OR	\Box ALT #	Removal of Bridge (Timber	Bridge at STA. 103+35)
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
202-02-00010	1	EACH		
Description	☑ BASE BID OR	\Box ALT #	Removal of Asphalt Paveme	ent
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
202-02-02020	1,404.4	SQYD		
Description	☑ BASE BID OR	□ ALT #	Removal of Concrete Walks	and Drives
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)

Description	: ☑ BASE BID OR	□ ALT #	Removal of Pipe (Cross Drai	n) (15" RCP)
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
202-02-32100	80	LNFT		
Description	: ☑ BASE BID OR	\Box ALT #	General Excavation	
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
203-01-00100	92	CUYD		
Description	: ☑ BASE BID OR	\Box ALT #	Drainage Excavation	
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
203-02-00100	47	CUYD		
Description	: ☑ BASE BID OR	\Box ALT #	Embankment	
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
203-03-00100	553	CUYD		
Description	I BASE BID OR	□ ALT #	Temporary Hay Bales	
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
204-02-00100	16	EACH		
Description	: ⊡ BASE BID OR	□ ALT #	Temporary Silt Fencing	
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
204-06-00100	1,360	LNFT		

Description	: ☑ BASE BID OR	\Box ALT #	Class II Base (Stone or Recy	vcled Portland Cement Concrete)
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
302-01-00800	361.6	CUYD		
Description	: ☑ BASE BID OR	\Box ALT #	Asphalt Concrete	
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
502-01-00100	302.3	TON		
Description	: ☑ BASE BID OR	\Box ALT #	Storm Drain Pipe (15" RCP))
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
701-03-01002	64	LNFT		
Description	: ☑ BASE BID OR	\Box ALT #	Blocked Out Guard Rail - 31	L" (6'-3" Post Spacing)
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
704-03-00200	50	LNFT		
Description	: ☑ BASE BID OR	□ ALT #	Guard Rail Transitions (Do	uble Thrie Beam)
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
704-07-00200	75	LNFT		
Description	: ☑ BASE BID OR	□ ALT #	Guard Rail End Treatment,	MASH (TL-3 Flared)
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
704-10-00120	4	EACH		

Description	E BASE BID OR	□ ALT #	Concrete Drive (6" Thick)	
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
706-02-00200	39.7	SQYD		
Description	∷ 🗹 BASE BID OR	\Box ALT #	Incidental Concrete Paving (4"	Thick)
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
706-03-00100	104.4	SQYD		
Description	∷ 🗹 BASE BID OR	\Box ALT #	Riprap (10 lb, 12" Thick)	
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
711-01-02020	341.6	SQYD		
Description	∷ 🗹 BASE BID OR	\Box ALT #	Riprap (30 lb, 18" Thick)	
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
711-01-03020	375.8	SQYD		
Description	E BASE BID OR	□ ALT #	Geotextile Fabric	
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
711-04-00100	717	SQYD		
Description	E BASE BID OR	□ ALT #	Temporary Signs and Barricad	es
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
713-01-00100	1	LUMP		

Description	: ☑ BASE BID OR	□ ALT #	Bedding Material	
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
726-01-00100	5.3	CUYD		
Description	∷ 🗹 BASE BID OR	\Box ALT #	Mobilization	
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
727-01-00100	1	LUMP		
Description	∷ 🗹 BASE BID OR	\Box ALT #	Object Marker Assembly (Ty	pe 3)
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
729-16-00300	4	EACH		
Description	∷ 🗹 BASE BID OR	\Box ALT #	Hydro-seeding	
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
739-01-00100	0.7	ACRE		
Description	∷ 🗹 BASE BID OR	□ ALT #	Construction Layout	
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
740-01-00100	1	LUMP		
Description	∷ 🗹 BASE BID OR	□ ALT #	Precast Concrete Piles (16")	
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
804-01-00300	992	LNFT		

Descriptio	ı: ☑ BASE BID OR	□ ALT #	Dynamic Monitoring Assistance	ce
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
804-14-00100	6	EACH		
Descriptio	ı: ☑ BASE BID OR	\Box ALT #	Construction Site Survey	
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
804-17-00100	1	LUMP		
Descriptio	n: ☑ BASE BID OR	\Box ALT #	Vibration Monitoring	
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
804-18-00100	10	DAY		
Descriptio	n: ☑ BASE BID OR	\Box ALT #	Class A1 Concrete (Slab Span)	
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
805-01-00100	66.24	CUYD		
Descriptio	n: ☑ BASE BID OR	□ ALT #	Class A1 Concrete (Bent Cap)	
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
805-01-00300	19.48	CUYD		
Descriptio	n: ☑ BASE BID OR	□ ALT #	Concrete Finish (Class 2 Rubb	ed Finish)
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
805-18-00100	845	SQFT		

Description	: ☑ BASE BID OR	□ ALT #	Concrete Finish (Class 3 Spe	cial Finish)
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
805-18-00200	975	SQFT		
Description	: ☑ BASE BID OR	\Box ALT #	Deformed Reinforcing Steel	
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
806-01-00100	18,059	LB		
Description	: ☑ BASE BID OR	\Box ALT #	Concrete Bridge Railing (Slo	tted)
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
810-01-00200	120	LNFT		
Description	: ☑ BASE BID OR	\Box ALT #	Concrete Approach Slabs (Ca	ast-in-Place)
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
813-01-00100	500	SQFT		
Description	: ☑ BASE BID OR	□ ALT #	Joint Seal (Poured)	
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
815-03-00300	106	LNFT		
Description	: ☑ BASE BID OR	□ ALT #	Saw Cutting Asphalt Concret	e Pavement
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
NS-500-00340	160	INLF		

Section 05

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

STATE OF _____

PARISH/COUNTY OF _____

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

Print Name

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

- That affiant is appearing on behalf of ______, who is seeking a public contract with St. Tammany Parish Government.
- 2. That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and
- 3. That no part of the contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for affiant.
- 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:

- 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* Essential Services Project: Black River Drive Bridge 20-10-2

Project/Quote/Bid#:

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.

- The Provider shall secure and maintain at its expense such insurance that will protect it and St. Tammany Parish Α. 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 that insurance will not be canceled without thirty (30) days prior notice of cancellation given to the Parish, in writing, on all of the required coverage. Where possible, all policies and notices should name the Provider and the Parish. The Provider shall make its policies available for review and examination by The Parish as reasonably requested.
- Β. 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 (\checkmark) below are those required for this Contract.

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

2. <u>Business Automobile Liability*</u> insurance with a Combined Single Limit of \$1,000,000 per Occurrence for bodily injury and property damage, and shall include coverage for the following:

- a) Any auto; or
- b) Owned autos; and
- c) Hired autos; and
- d) Non-owned autos.

Endorsement for Pollution coverage for all vehicles used to transport fuel.

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

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

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

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

Insurance Requirements – Black River Drive Bridge

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

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

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

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

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

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

- 7. <u>Janitorial Bond</u>: Provider shall secure and maintain at its expense a Janitorial Services Bond, covering all employees, part-time and full-time, from fraudulent and dishonest acts in a minimum amount of \$50,000.00.
- 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 policies 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 same to the Parish on an annual basis or as may be reasonably requested. Provider further shall ensure that all insurance policies are maintained in full force and effect throughout the duration of the Project and shall provide the Parish with annual renewal certificates of insurance evidencing continued coverage, without any prompting by the Parish.

- G. It shall be the responsibility of Provider to require that these insurance requirements are met by all contractors and sub-contractors performing work for and on behalf of Provider. Provider shall further ensure the Parish is named as an additional insured on all insurance policies provided by said contractor and/or sub-contractor throughout the duration of the project.
- H. Certificates of Insurance shall be issued as follows:

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

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

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

Any inquiry regarding these insurance requirements should be addressed to:

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

HOLD HARMLESS AGREEMENT

(Contractor) agrees to protect, defend, indemnify, save, and hold harmless St. Tammany Parish Government, its elected and appointed officials, departments, agencies, boards and commissions, its officers, agents servants, employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property to the extent caused by any act or omission of Contractor, its agents, servants, employees, and subcontractors, or any and all costs, expense and/or attorney fees incurred as a result of any claim, demands, and/or causes of action that results under the performance or non-performance of this contract.

_____ (Contractor) agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit, as described in the paragraph above, at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

SIGNED, this day of, 20	
WITNESSES:	
	(Name of Contractor)
Print Name:	BY: (Signature of Authorized Officer)
	Print Name: :
Print Name:	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:	
claims contact for this project will be:	

(Print name and title of Contact Person)

Address

Email address

Telephone#

Cell #

Fax #

Project Signs

1. General

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

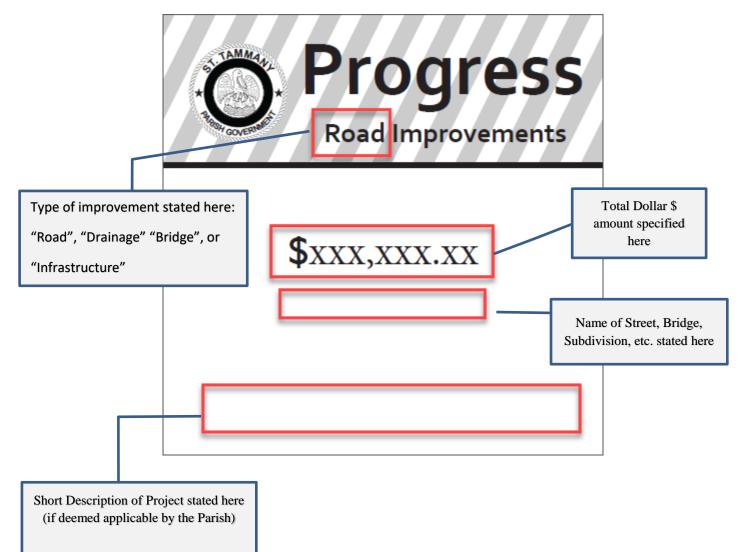
2. Materials

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

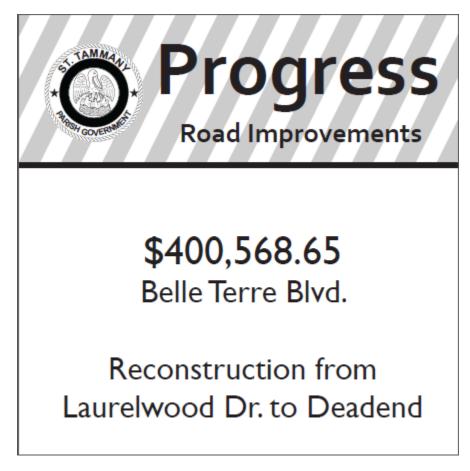
3. Execution

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

Blank Template of Parish Project Sign:



Example of a Completed Parish Project Sign:



Version 2020 Q1

General Conditions for St. Tammany Parish Government

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

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

GENERAL CONDITIONS INDEX

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01.00 DEFINITIONS OF TERMS

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

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

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

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

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

02.00 PROPOSAL

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

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

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

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

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

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

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

03.00 AWARD, EXECUTION OF DOCUMENTS, BONDS, ETC.

03.01 The award of the Contract, if it is awarded, will be to the lowest responsible Bidder, in accordance with State Law. No award will be made until the Owner has concluded such investigations as it deems necessary to establish the responsibility, qualifications and financial ability and stability of the Bidder to do the Work in accordance with the Contract Documents to the satisfaction of the Owner within the time prescribed as established by the Department based upon the amount of work to be performed and the conditions of same. The written contract and bond shall be issued in 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 <u>SUBCONTRACTS</u>

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

05.00 ASSIGNMENT

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

06.00 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 <u>RECORD DRAWINGS</u>

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

09.00 PROGRESS OF WORK

- 09.01 Contractor shall conduct the Work in such a professional manner and with sufficient materials, equipment and labor as is considered necessary to ensure its completion within the time limit specified.
- 09.02 The Owner shall issue a Notice to Proceed to the Contractor within twenty (20) calendar days from the date of execution of the Contract. Upon mutual consent by both parties, the Notice to Proceed may be extended. The Contractor is to commence Work under the Contract within ten (10) calendar days from the date the Notice to Proceed is issued by the Owner.
- 09.03 The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's approval an estimated progress schedule for the work to be performed, as well as a construction signing layout for all roads within the project area. The Contractor shall not start work or request partial payment until the work schedule has been submitted to the Owner for approval.
- 09.04 Revisions to the original schedule will be made based on extension of days granted for inclement weather or change orders issued under the contract. No other revision shall be made which affects the original completion or updated completion date, whichever is applicable.

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

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

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

11.00 <u>TIME OF COMPLETION</u>

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

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

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

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

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

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

11.07 Extensions of time for change orders

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

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

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

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

12.00 LIQUIDATED DAMAGES

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

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

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

- 13.05 Materials shall be properly and securely stored so as to ensure the preservation of quality and fitness for the Work, and in a manner that leaves the material accessible to inspection. Materials or equipment may not be stored on the site in a manner such that it will interfere with the continued operation of streets and driveways or other contractors working on the site.
- 13.06 The Contractor, by entering into the Contract for this Work, sets itself forth as an expert in the field of construction and it shall supervise and direct the Work efficiently and with its best skill and attention. It shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.
- 13.07 Contractor shall keep on the Work, at all times during its progress, a competent resident Superintendent, who shall not be replaced without written Notice to Owner except under extraordinary circumstances. The Superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the Superintendent shall be as binding as if given to the Contractor. Owner specifically reserves the right to approve and/or disapprove the retention of a new superintendent, all to not be unreasonably withheld.
- 13.08 Any foreman or workman employed on this Project who disregards orders or instructions, does not perform his Work in a proper and skillful manner, or is otherwise objectionable, shall, at the written request of the Owner, be removed from the Work and shall be replaced by a suitable foreman or workman.
- 13.09 The Contractor and/or its assigned representative shall personally ensure that all subcontracts and divisions of the Work are executed in a proper and workmanlike manner, on scheduled time, and with due and proper cooperation.
- 13.10 Failure of the Contractor to keep the necessary qualified personnel on the Work shall be considered cause for termination of the Contract by the Owner.
- 13.11 Only equipment in good working order and suitable for the type of Work involved shall be brought onto the job and used by the Contractor. The Contractor is solely responsible for the proper maintenance and use of its equipment and shall hold the Owner harmless from any damages or suits for damages arising out of the improper selection or use of equipment. No piece of equipment necessary for the completion of the Work shall be removed from the job site without approval of the Owner.
- 13.12 All Federal, State and local taxes due or payable during the time of Contract on materials, equipment, labor or transportation, in connection with this Work, must be included in the amount bid by the Contractor and shall be paid to proper authorities before acceptance. The Contractor shall furnish all necessary permits and certificates and comply with all laws and ordinances applicable to the locality of the Work. The cost of all inspection fees levied by any governmental entity whatsoever shall be paid for by the Contractor.
- 13.13 In accordance with St. Tammany Police Jury Resolution 86-2672, as amended, the Contractor must provide in a form suitable to the Owner an affidavit stating that all applicable sales taxes for materials used on this project have been paid.
- 13.14 During the period that this Contract is in force, neither party to the Contract shall solicit for employment or 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.

14.00 QUANTITIES OF ESTIMATE, CHANGES IN QUANTITIES, EXTRA WORK

- 14.01 Whenever the estimated quantities of Work to be done and materials to be furnished under this Contract are shown in any of the documents, including the Proposal, such are given for use in comparing Bids and the right is especially reserved, except as herein otherwise specifically limited, to increase or diminish same not to exceed twenty-five percent (25%) by the Owner to complete the Work contemplated by this Contract. Such increase or diminution shall in no way vitiate this Contract, nor shall such increase or diminution give cause for claims or liability for damages.
- 14.02 The Owner shall have the right to make alterations in the line, grade, plans, form or dimensions of the Work herein contemplated, provided such alterations do not change the total cost of the Project, based on the originally estimated quantities, and the unit prices bid by more than twenty-five percent (25%) and provided further that such alterations do not change the total cost of any major item, based on the originally estimated quantities and the unit price bid by more than twenty-five (25%). (A major item shall be construed to be any item, the total cost of which is equal to or greater than ten percent (10%) of the total Contract Price, computed on the basis of the Proposal quantity and the Contract unity price). Should it become necessary, for the best interest of the Owner, to make changes in excess of that herein specified, the same shall be covered by supplemental agreement either before or after the commencement of the Work and without notice to the sureties. If such alterations diminish the quantity of Work to be done, such shall not constitute a claim for damages for anticipated profits for the Work dispensed with, but when the reduction in amount is a material part of the Work contemplated, the Contractor shall be entitled to only reasonable compensation as determined by the Owner for overhead and equipment charges which it may have incurred in expectation of the quantity of Work originally estimated, unless specifically otherwise provided herein; if the alterations increase the amount of Work, the increase shall be paid according to the quantity of Work actually done and at the price established for such Work under this Contract except where, in the opinion of the Owner, the Contractor is clearly entitled to extra compensation.
- 14.03 Without invalidating the Contract, the Owner may order Extra Work or make changes by altering, adding to, or deducting from the Work, the Contract sum being adjusted accordingly. The consent of the surety must first be obtained when necessary or desirable, all at the exclusive discretion of the Owner. All the Work of the kind bid upon shall be paid for at the price stipulated in the Proposal, and no claims for any Extra Work or material shall be allowed unless the Work is ordered in writing by the Owner.
- 14.04 Extra Work for which there is no price or quantity included in the Contract shall be paid for at a unit price or lump sum to be agreed upon in advance in writing by the Owner and Contractor. Where such price and sum cannot be agreed upon by both parties, or where this method of payment is impracticable, the Owner may, at its exclusive and unilateral discretion, order the Contractor to do such Work on a Force Account Basis.
- 14.05 In computing the price of Extra Work on a Force Account Basis, the Contractor shall be paid for all foremen and labor actually engaged on the specific Work at the current local rate of wage for each and every hour that said foremen and labor are engaged in such Work, plus ten percent (10%) of the total for superintendence, use of tools, overhead, direct & indirect costs/expenses, pro-rata applicable payroll taxes, pro-rata applicable workman compensation benefits, pro-rata insurance premiums and pro-rata reasonable profit. The Contractor shall furnish satisfactory evidence of the rate or rates of such insurance and tax. The Contractor will not be able to collect any contribution to any retirement plans or programs.
- 14.06 For all material used, the Contractor shall receive the actual cost of such material delivered at the site of the Work, as shown by original receipted bill, to which shall be added five percent (5%). There will be absolutely no additional surcharges or additional fees attached hereto with respect to this subsection.
- 14.07 For any equipment used that is owned by the Contractor, the Contractor shall be allowed a rental based upon the latest prevailing rental price, but not to exceed a rental price as determined by the Associated Equipment Distributors (A.E.D. Green Book).

- 14.08 The Contractor shall also be paid the actual costs of transportation for any equipment which it owns and which it has to transport to the Project for the Extra Work. There will be absolutely no additional surcharges or additional fees attached hereto with respect to this subsection.
- 14.09 If the Contractor is required to rent equipment for Extra Work, but not required for Contract items, it will be paid the actual cost of rental and transportation of such equipment to which no percent shall be added. The basis upon which rental cost are to be charged shall be agreed upon in writing before the Work is started. Actual rental and transportation costs shall be obtained from receipted invoices and freight bills.
- 14.10 No compensation for expenses, fees or costs incurred in executing Extra Work, other than herein specifically mentioned herein above, will be allowed.
- 14.11 A record of Extra Work on Force Account basis shall be submitted to the Owner on the day following the execution of the Work, and no less than three copies of such record shall be made on suitable forms and signed by both the Owner or his representative on the Project and the Contractor. All bids for materials used on extra Work shall be submitted to the Owner by the Contractor upon certified statements to which will be attached original bills covering the costs of such materials.
- 14.12 Payment for Extra Work of any kind will not be allowed unless the same has been ordered in writing by the Owner.

15.00 STATUS OF THE ENGINEER (NOT APPLICABLE)

16.00 INJURIES TO PERSONS AND PROPERTY

- 16.01 The Contractor shall be held solely and exclusively responsible for all injuries to persons and for all damages to the property of the Owner or others caused by or resulting from the negligence of itself, its employees or its agents, during the progress of or in connection with the Work, whether within the limits of the Work or elsewhere under the Contract proper or as Extra Work. This requirement will apply continuously and not be limited to normal working hours or days. The Owner's construction review is for the purpose of checking the Work product produced and does not include review of the methods employed by the Contractor or to the Contractor's compliance with safety measures of any nature whatsoever. The Contractor agrees to pay a reasonable attorney fee and other reasonable attendant costs of the Owner in the event it becomes necessary for the Owner to employ an attorney to enforce this section or to protect itself against suit over the Contractor's responsibilities. Attorney fees shall be at the prevailing hourly rate of the private sector. The attorney fee hourly rate shall not be less than \$175.00 per hour. All attorney fees collected shall be paid to the operating budget of the Office of the Parish President.
- 16.02 The Contractor must protect and support all utility infrastructures or other properties which are liable to be damaged during the execution of its Work. It shall take all reasonable and proper precautions to protect persons, animals and vehicles or the public from the injury, and wherever necessary, shall erect and maintain a fence or railing around any excavation, and place a sufficient number of lights about the Work and keep same burning from twilight until sunrise, and shall employ one or more watchmen as an additional security whenever needed. The Contractor understands and agrees that the Owner may request that security be placed on the premises to ensure and secure same. The Owner shall exclusive authority to request placement of such security. Contractor agrees to retain and place security as requested, all at the sole expense of Contractor. Additional security shall not be considered a change order or reason for additional payment by the Owner. The Contractor must, as far as practicable and consistent with good construction, permit access to private and public property and leave fire hydrants, catch basins, streets, etc., free from encumbrances. The Contractor must restore at its own expense all injured or damaged property caused by any negligent act of omission or commission on its part or on the part of its employees or subcontractors, including, but not limited to, sidewalks, curbing, sodding, pipes conduits, sewers, buildings, fences, bridges, retaining walls, tanks, power lines, levees or any other building or property whatsoever to a like condition as existed prior to such damage or injury.

- 16.03 In case of failure on the part of the Contractor to restore such property or make good such damage, the Owner may upon forty-eight (48) hours' notice proceed to repair or otherwise restore such property as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due under its Contract.
- 16.04 Contractor agrees to protect, defend, indemnify, save, and hold harmless St. Tammany Parish Government, its elected and appointed officials, departments, agencies, boards and commissions, their officers, agents servants, employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property to the extent caused by any negligent act or omission or willful misconduct of Contractor, its agents, servants, employees, and subcontractors, or any and all costs, expense and/or attorney fees incurred by St. Tammany Parish Government as a result of any claim, demands, and/or causes of action that results from the negligent performance or non-performance by Contractor, its agents, servants, employees, and subcontractors of this contract. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto caused by any negligent act or omission or willful misconduct of Contractor, its agents, servants, employees, and subcontractors.
- 16.05 As to any and all claims against Owner, its agents, assigns, representatives or employees by any employee of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts as may be liable, the indemnification obligation under Paragraph 16.04 shall not be limited in any way or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.
- 16.06 No road shall be closed by the Contractor to the public except by written permission of the Owner. If so closed, the Contractor shall maintain traffic over, through and around the Work included in his Contract, with the maximum practical convenience, for the full twenty-four hours of each day of the Contract, whether or not Work has ceased temporarily. The Contractor shall notify the Owner at the earliest possible date after the Contract has been executed and, in any case, before commencement of any construction that might in any way inconvenience or endanger traffic, in order that necessary and suitable arrangements may be determined. Any and all security, maintenance, labor or costs associated with traffic control herein shall be at the sole expense of Contractor. This expense shall be paid directly by the Contractor 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 <u>RIGHTS OF WAY</u>

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

19.00 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

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

20.00 CONTRACTORS RESPONSIBILITY FOR WORK

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

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

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

21.00 TESTS AND INSPECTIONS CORRECTION & REMOVAL OF DEFECTIVE WORK

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

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

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

22.00 SUBSURFACE CONDITIONS

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

23.00 REMOVAL AND DISPOSAL OF STRUCTURES AND OBSTRUCTIONS

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

24.00 INSURANCE

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

Date of Issue: Certificate must have current date.

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

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

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

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

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

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

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

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

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

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

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

NOTICE:

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

<u>For inquiries regarding insurance requirements, please contact:</u> St. Tammany Parish Government Legal Department Office of Risk Management P. O. Box 628 Covington, LA 70434 Telephone: 985-898-2797 Fax: 985-898-3070 Email: <u>riskman@stpgov.org</u>

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

25.00 OWNER'S RIGHT TO OCCUPANCY

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

26.00 SURVEY HORIZONTAL AND VERTICAL CONTROL

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

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

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

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

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

28.00 PAYMENTS TO THE CONTRACTOR

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

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

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

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

29.00 ACCEPTANCE AND FINAL PAYMENT(S)

- 29.01 Upon receipt of written notice from Contractor that the work is substantially complete and usable by Owner or the Pubic in suitable manner, the Owner and the Contractor shall jointly inspect the work.
- 29.02 If the Owner by inspection determines that the work is not substantially complete in a suitable manner for use by the Owner or the Public, then the Owner shall so notify the Contractor in writing stating such reason. All reasons need not be disclosed unless actually known. The Owner is afforded an opportunity to amend said notices as are reasonably possible.
- 29.03 If the Owner by its inspection determines that the work is substantially complete, it shall prepare a list of all items not satisfactorily completed and shall notify the Contractor and Owner in writing that the work is substantially complete and subject to satisfactory resolution of those items on the list (punch list). Punch lists may be amended from time to time by Owner in the event that additional deficiencies are discovered. In accordance with LSA-R.S. 38:2248(B), any punch list generated during a construction project shall include the cost estimates for the particular items of work the design professional has developed based on the mobilization, labor, material, and equipment costs of correcting each punch list item. The design professional shall retain his working papers used to determine the punch list items cost estimates should the matter be disputed later. The contract agency shall not withhold from payment more than the value of the punch list. Punch list items completed shall be paid upon the expiration of the forty-five (45) day lien period. The provisions of this Section shall not be subject to waiver.
- 29.04 Upon determination of substantial completeness with the punch list, the Contract Time is interrupted and the Contractor is given a reasonable time not to exceed thirty (30) consecutive calendar days to effect final completion by correcting or completing all of those items listed on the punch list. If the items on the punch list are not completed in a satisfactory manner within the thirty day period, then the Contract Time will begin to run again and will include for purposes of determining liquidated damages the thirty day period the grace period being withdrawn.
- 29.05 Upon receipt by Owner of written determination that all work embraced by the contract has been completed in a satisfactory manner, the Owner shall provide a written acceptance to Contractor who shall record Owner's written acceptance with the recorder of Mortgages, St. Tammany Parish. The Contractor shall properly prepare, submit and pay for all costs associated with said Acceptance. The Contractor is also responsible for preparation, resubmission and payment of any and all updated certificates.
- 29.06 Retainage monies, minus those funds deducted in accordance to the requirements of this agreement including but not limited to Paragraph 28.10, shall be due Contractor not earlier than forty-six (46) calendar days after recordation of certificate of Owner's acceptance provided the following:
 - 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 Mr. Anthony Smith, Director of Procurement, St. Tammany Parish Government, P.O. Box 628, Covington, LA 70434.

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

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

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

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

Last day to submit questions and/or verification on comparable products will be no later than 2:00 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 <u>Purchasing@stpgov.org</u>. Any questions or inquires received after the required deadline to submit questions or inquires will not be answered.

Section 09

Contract Time Extension Specifications

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

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

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

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

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

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

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

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

Section 10

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

P.O. BOX 44487 (225)342-7591 1-800-267-4019

BATON ROUGE, LOUISIANA 70804-4487 COASTAL USE PERMIT/CONSISTENCY DETERMINATION C.U.P. No.: P20191195 C.O.E. No.: NAME: ST. TAMMANY PARISH GOVERNMENT P.O. BOX 628 COVINGTON, LA 70434 Attn: Jason Cambre LOCATION: Saint Tammany Parish, LA Lat. 30-25-37.3N, Long -90-11-0.1W; Section 42, T7S-R10E; Sub. Name: Black River Estates; Black River Dr. Madisonville, LA. Proposed removal an existing 50-ft long timber bridge and replacement with a concrete 60-ft long structue **DESCRIPTION:** and road approaches improvements. Approx. 528 cy of material will be hauled offsite. Approx. 210 cy of concrete, 360 cy of crushed stone or gravel, 300 cy of rock, and 570 cy of topsoil/dirt will be required for project activities.

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 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 permit, this 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 January 28, 2020. If the coastal use is not initiated within this two (2) year period, then this 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:

- This permit does not convey any property rights, mineral rights, or exclusive privileges; nor does it authorize injury to a. property.
- All fill/spoil material to be hauled off-site shall be disposed of at a State approved facility. b.

All fill material shall be clean and free of contaminants and shall not contain hazardous materials such as asbestos or c. asbestos residue, shingles, tires, oil/grease residue, exposed rebar, protruding objects, etc.

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 C.U.P. No.:
 P20191195

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- d. 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.
- e. The permittee shall properly install adequate erosion/siltation control measures around construction areas that require land based earthwork (i.e. excavation and/or deposition of fill materials, land contouring, machinery rutting, fill maneuvering and redistribution, etc.) to aid in preventing project related sediments, debris, and other pollutants from entering adjacent wetlands. Acceptable measures include but are not limited to the proper use and positioning of temporary silt fences, straw bales, fiber/core logs (excluding erosion mesh), wooden barriers, seeding or sodding of exposed soils, or other approved EPA construction site storm-water runoff control and best management practices. Control techniques shall be installed prior to the commencement of earthwork activities and maintained until the project is complete and/or the subject areas are stabilized.
- f. The 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 not be discharged into any of the streams or adjacent waters of the area without authorization from DH and/or DEQ 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 and DEQ regulations. 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 DH for purpose of review and approval prior to any utilization of such provisions.
- g. All structures built under the authorization and conditions of this permit shall be removed from the site within 120 days of abandonment of the facilities for the herein permitted use, or when these structures fall into a state of disrepair such that they can no longer function as intended. This condition does not preclude the necessity for revising the current permit or obtaining a separate Coastal Use Permit, should one be required, for such removal activities.
- h. Permittee is subject to all applicable state laws related to damages which are demonstrated to have been caused by this action.
- i. 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.
- j. 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.
- k. This 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 January 28, 2020. Initiation of the Coastal Use, for purposes of this 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 43:1.723.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 permit is five (5) years from the date of the signature of the Secretary or his designee on the original permit which was January 28, 2020. If the Coastal Use is not completed within this five (5) year period, an extension may be granted pursuant to the requirements contained in the Rules and Procedures for Coastal Use Permits (LAC 43:I.723(D)).

Upon expiration of this permit, a new Coastal Use Permit will be required for completion of any unfinished or

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C.U.P. No.:	P20191195	
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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.

I. 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.

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

I affix my signature and issue this permit this 28th day of January, 2020.

THE DEPARTMENT OF NATURAL RESOURCES

Karl L May

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

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Final Plats:

1) P20191195 Final Plats 12/03/2019

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



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

3 March 2020

Operations Division Eastern Evaluation Section

SUBJECT: MVN-2019-00481-EG

St. Tammany Parish Government Attn: Jason Cambre Post Office Box 628 Covington, LA 70434

Dear Mr. Cambre,

The proposed work, to replace the Black River Dr. bridge over Black River, located at approximately 30.426957°N, -90.183286°W, in Madisonville, in St. Tammany Parish, Louisiana as shown on the enclosed drawings, is <u>authorized</u> under **Category I** of the **Programmatic General Permit** provided that all conditions of the permit are met.

This authorization has a blanket water quality certification from the Louisiana Department of Environmental Quality; therefore, no additional authorization from DEQ is required.

However, prior to commencing work on your project, you must obtain approvals from state and local agencies as required by law and by terms of this permit. These approvals include, but are not limited to, a permit, consistency determination or determination of "no direct or significant impact (NDSI) on coastal waters" from the Louisiana Department of Natural Resources, Office of Coastal Management.

This approval to perform work is valid for 5 years from the date of this letter. Permittee is aware that this office may reevaluate its decision on this permit at any time the circumstances warrant.

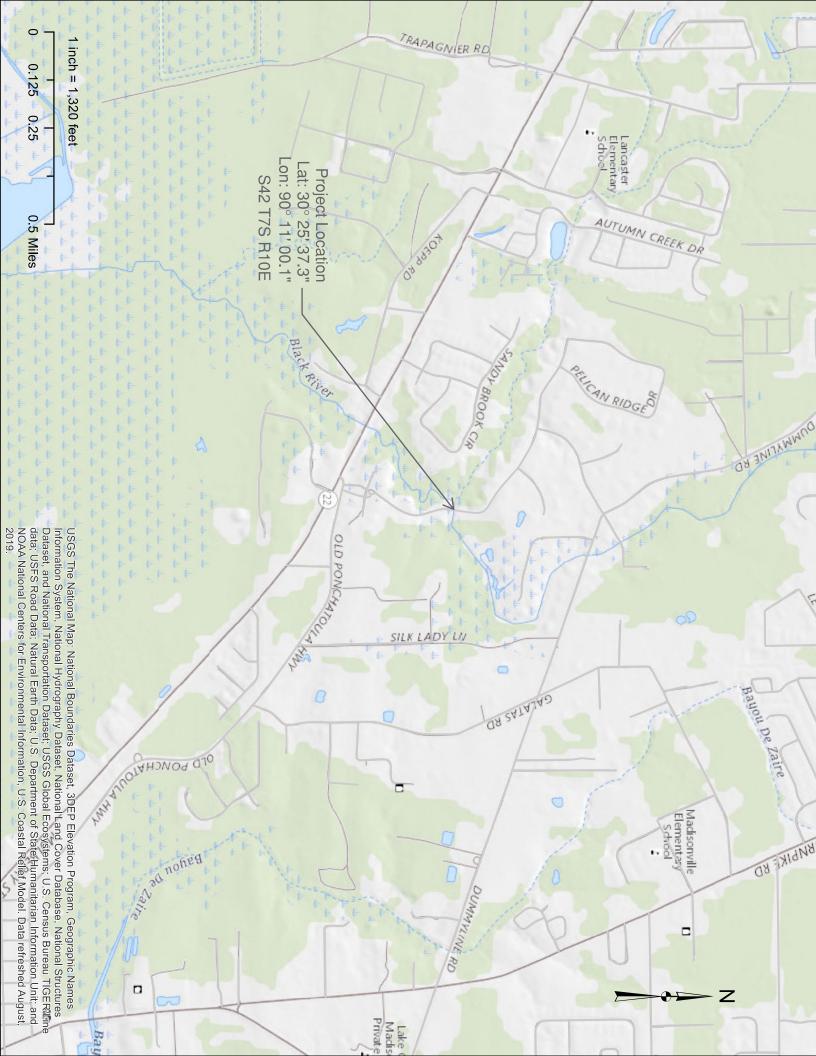
Should you have any further questions concerning this matter, please contact Angelle Greer at (504) 862-2279 or <u>angelle.v.greer@usace.army.mil</u>.

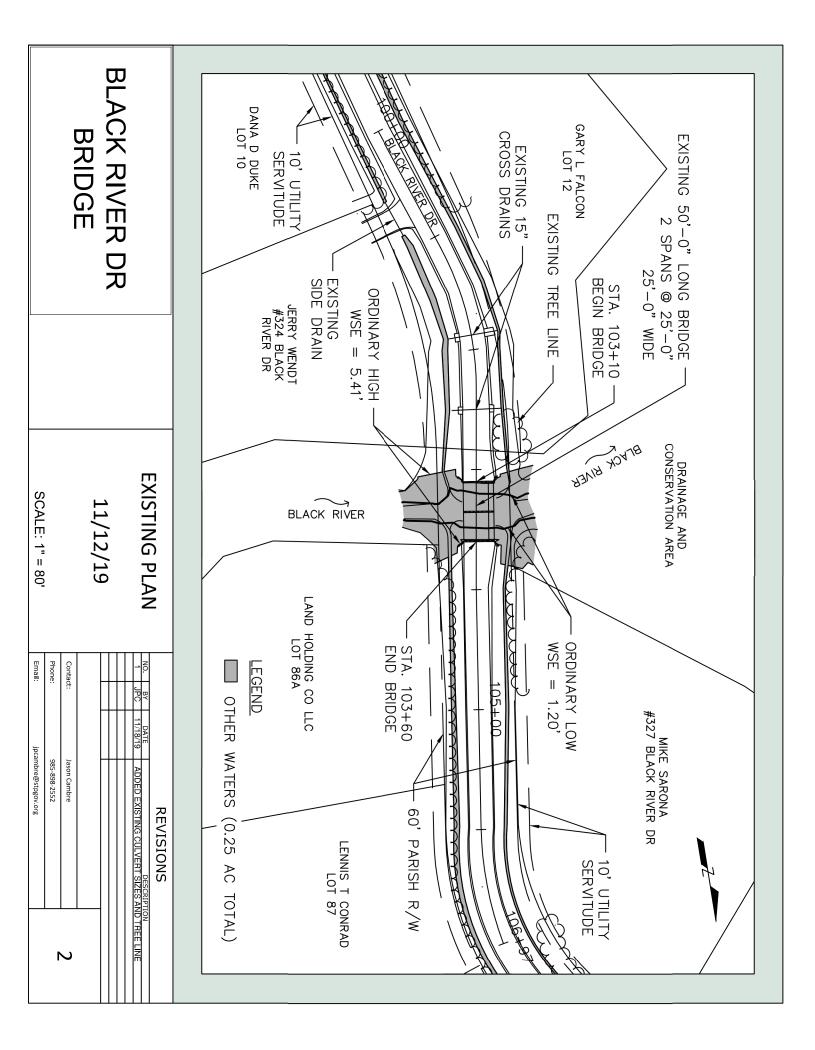
Sincerely,

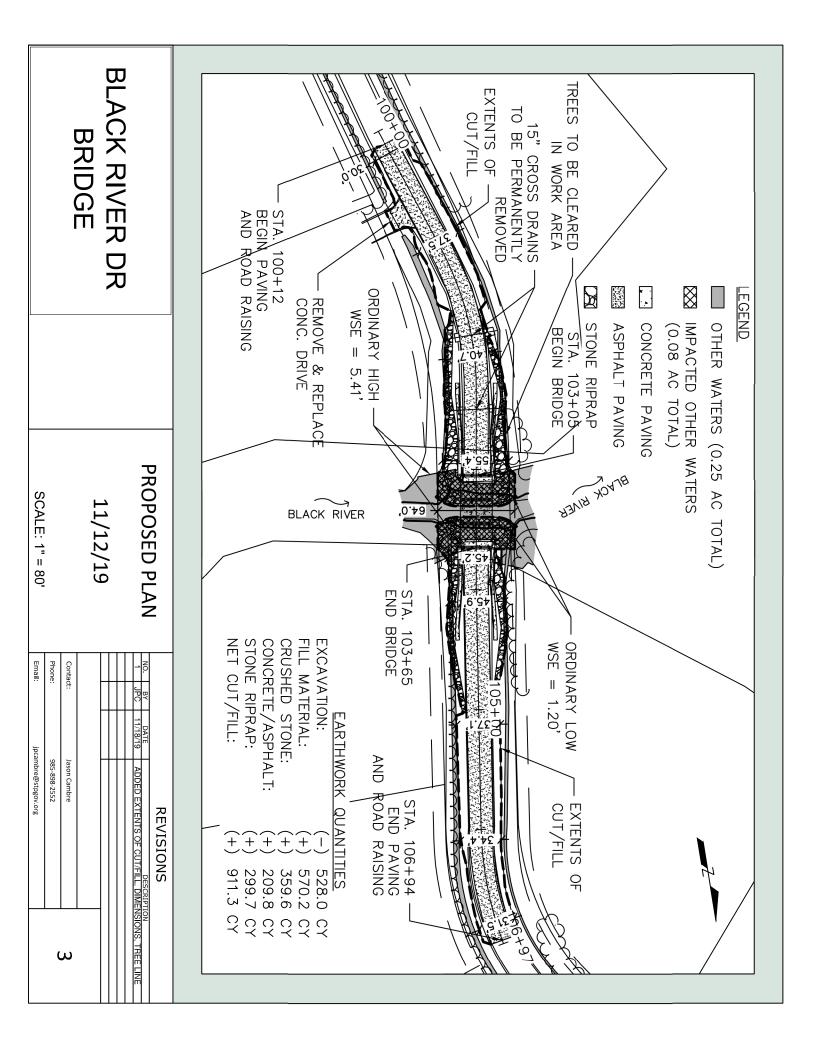
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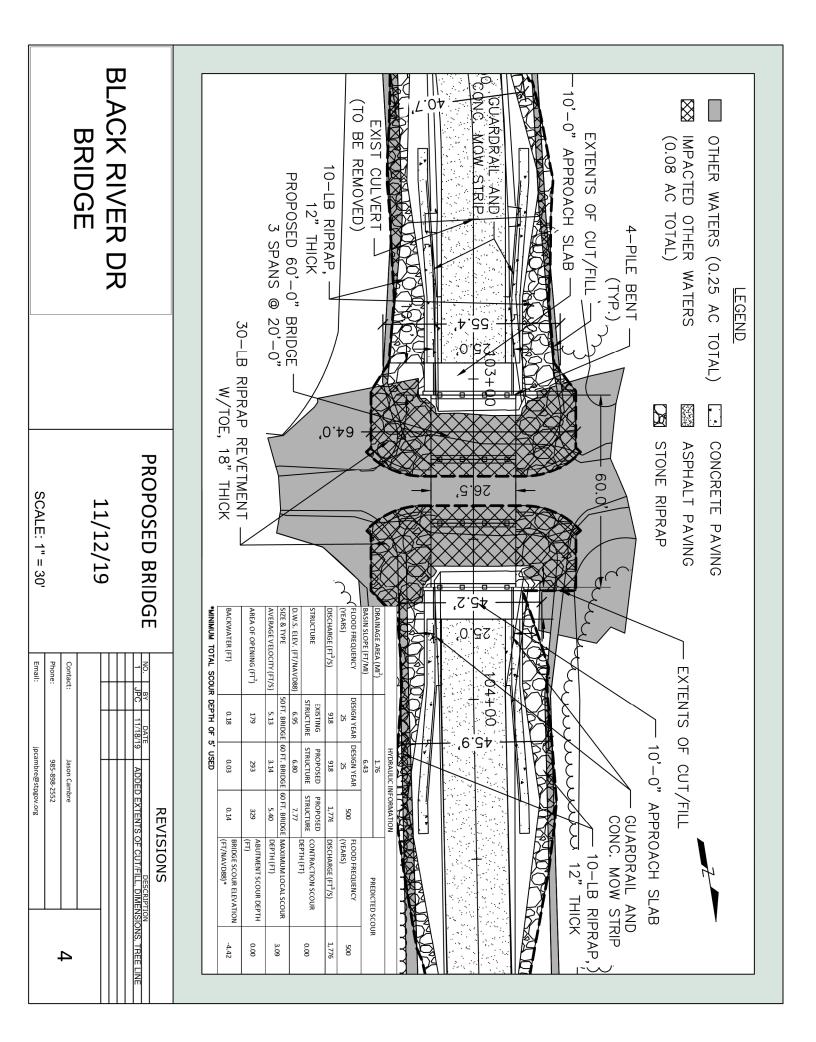
for Martin S. Mayer Chief, Regulatory Branch

Enclosures

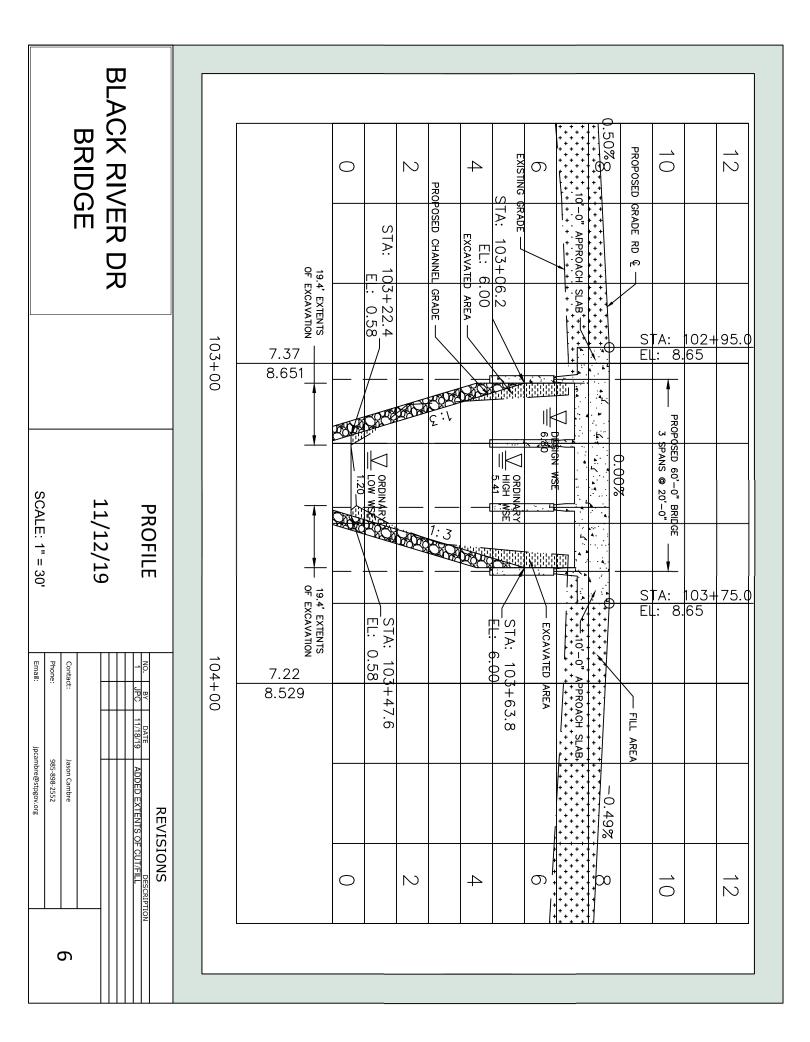




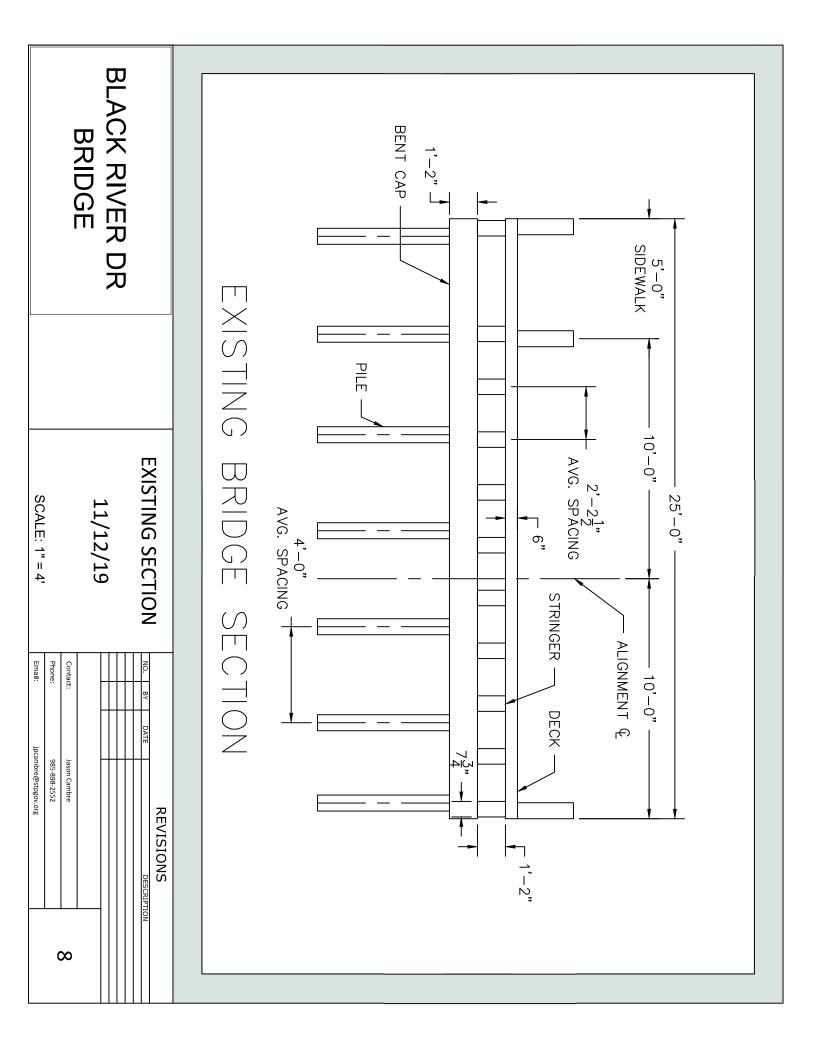


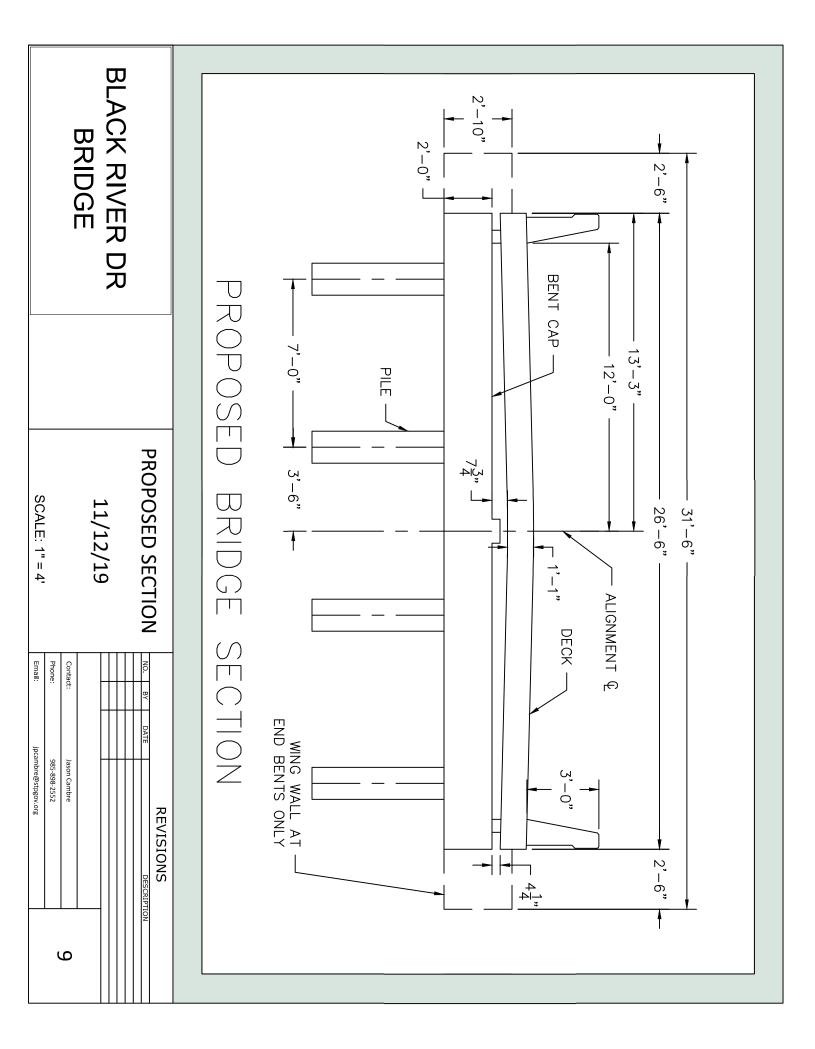


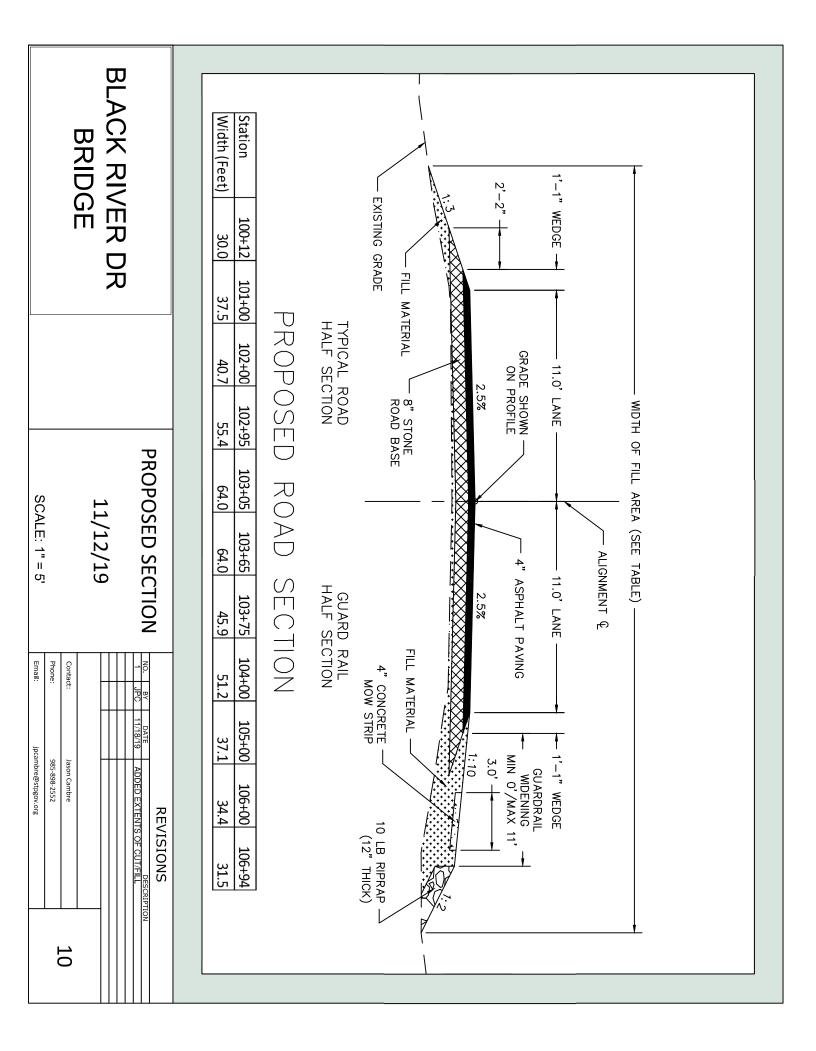
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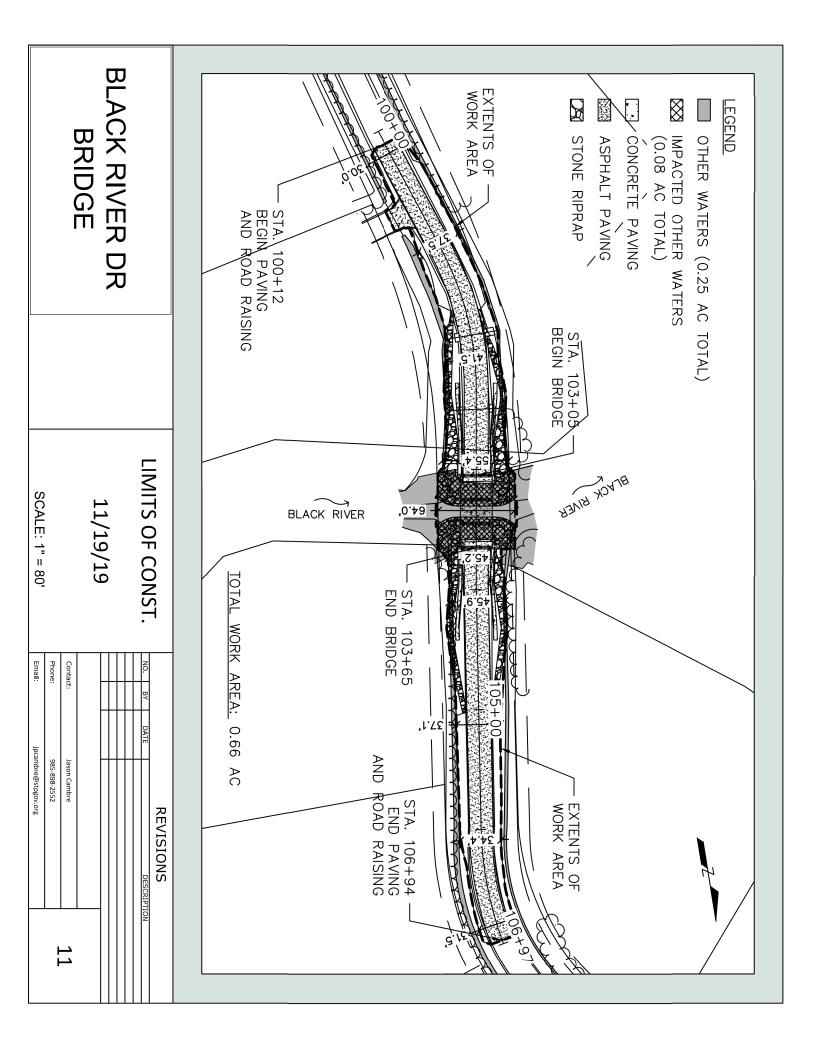


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1. Activities authorized under this general permit shall not be used for piecemeal work and shall be applied to single and complete projects. All components of a single and complete project shall be treated together as constituting one single and complete project. All planned phases of multi-phased projects shall be treated together as constituting one single and complete project. This general permit shall not be used for any activity that is part of an overall project for which an individual permit is required.

2. No activity is authorized under this general permit which may adversely affect significant cultural resources listed or eligible for listing in the National Register of Historic Places until the requirements for Section 106 of the National Historic Preservation Act are met. Upon discovery of the presence of previously unknown historic and/or prehistoric cultural resources, all work must cease and the permittee must notify the State Historic Preservation Office and the Corps of Engineers. The authorization is suspended until it is determined whether or not the activity will have an adverse effect on cultural resources. The authorization may be reactivated or modified through specific conditions if necessary, if it is determined that the activity will have no adverse effect on cultural resources. The PGP authorization will be revoked if it is determined that cultural resources would be adversely affected, and an individual permit may be necessary.

3. There shall be no unreasonable interference with navigation by the existence or use of the activity authorized herein. The permittee will, at his or her expense, install and maintain any safety lights, signals, and signs prescribed by the United States Coast Guard, through regulations or otherwise, on authorized facilities or on equipment used in performing work under the authorization.

4. No activity may substantially disrupt the movement of those species of aquatic life indigenous to the water body, including those species which normally migrate through the area, unless the activity's primary purpose is to block or impound water.

5. If the **authorized** activity involves the installation of aerial transmission lines, submerged cable, or submerged pipelines across navigable waters of the United States the following is applicable:

The National Ocean Service (NOS) has been notified of this authorization. You must notify NOS and this office in writing, at least two weeks before you begin work and upon completion of the activity authorized by this permit. Your notification of completion must include a drawing which certifies the location and configuration of the completed activity (a certified permit drawing may be used). Notification to NOS will be sent to the following address: National Ocean Service, Office of Coast Survey, N/CS261, 1315 East West Highway, Silver Spring, Maryland 20910-3282.

6. For pipelines under an anchorage or a designated fairway in the Gulf of Mexico the following is applicable: The NOS has been notified of this authorization. You must notify NOS and this office in writing, at least two weeks before you begin work and upon completion of the activity authorized by this permit. Within 30 days of completion of the pipeline, 'as built' drawings certified by a professional engineer registered in Louisiana or by a registered surveyor shall be furnished to this office, the Commander (dpw), Eighth Coast Guard District, Hale Boggs Federal Building, 500 Poydras Street, Room 1230, New Orleans, Louisiana 70130, and to the Director, National Ocean Service, Office of Coast Survey, N/CS261, 1315 East West Highway, Silver Spring, Maryland 20910-3282. The plans must include the location, configuration and actual burial depth of the completed pipeline project.

7. If the **authorized** project, or future maintenance work, involves the use of floating construction equipment (barge mounted cranes, barge mounted pile driving equipment, floating dredge equipment, dredge discharge pipelines, etc.,) in the waterway, you are advised to notify the Eighth Coast Guard District so that a Notice to Mariners, if required, may be prepared. Notification with a copy of your permit approval and drawings should be mailed to the Commander (dpw), Eighth Coast Guard District, Hale Boggs Federal Building, 500 Poydras Street, Room 1230, New Orleans, Louisiana 70130, about 1 month before you plan to start work. Telephone inquiries can be directed to the Eighth Coast Guard District, Waterways Management at (504) 671-2107.

8. All activities authorized herein shall, if they involve, during their construction or operation, any discharge of pollutants into waters if the United States, be at all times consistent with applicable water quality standards, effluent limitations and standards of performance, prohibitions, pretreatment standards and management practices established pursuant to the Clean Water Act (PL 92-500:86 Stat 816), or pursuant to applicable state and local laws.

9. Substantive changes to the Louisiana Coastal Resources Program may require immediate suspension and revocation of this permit in accordance with 33 CFR 325.7.

10. Irrespective of whether a project meets the other conditions of this permit, the Corps of Engineers retains discretionary authority to require an individual Department of the Army permit when circumstances of the proposal warrant this requirement.

11. Any individual authorization granted under this permit may be modified, suspended, or revoked in whole or in part if the Secretary of the Army or his authorized representative determines that there has been a violation of any of the terms or conditions of this permit or that such action would otherwise be in the public interest.

12. The Corps of Engineers may suspend, modify, or revoke this general permit if it is found in the public interest to do so.

13. Activities proposed for authorization under the PGP must comply with all other necessary federal, state, and/or local permits, licenses, or approvals. Failure to do so would result in a violation of the terms and conditions of PGP.

14. The permittee shall permit the District Commander or his authorized representative(s) or designee(s) to make periodic inspections of the project site(s) and disposal site(s) if different from the project site(s) at any time deemed necessary in order to assure that the activity being performed under authority of this permit is in accordance with the terms and conditions prescribed herein.

15. This general permit does not convey any property rights, either in real estate or material, or any exclusive privileges; and it does not authorize any injury to property or invasion of rights or any infringement of federal, state, or local laws or regulations nor does it obviate the requirements to obtain state or local assent required by law for the activity authorized herein.

16. In issuing authorizations under this permit, the federal government will rely upon information and data supplied by the applicant. If, subsequent to the issuance of an authorization, such information and data prove to be false, incomplete, or inaccurate, the authorization may be modified, suspended, or revoked, in whole or in part.

17. For activities resulting in sewage generation at the project site, such sewage shall be processed through a municipal sewage treatment system or, in areas where tie-in to a municipal system is not practical, the on-site sewerage system must be approved by the local parish sanitarian before construction.

18. Any modification, suspension, or revocation of the PGP, or any individual authorization granted under this permit, will not be the basis for any claim for damages against the United States.

19. Additional conditions deemed necessary to protect the public interest may be added to the general permit by the District Commander at any time. If additional conditions are added, the public will be advised by public notice. Individual authorizations under the PGP may include special conditions deemed necessary to ensure minimal impact and compliance with the PGP.

20. The PGP is subject to periodic formal review by MVN and OCM in coordination with the Environmental Protection Agency, US Fish and Wildlife Service, the National Marine Fisheries Service, and the Louisiana Department of Wildlife and Fisheries. Comments from reviewing agencies will be considered in determination as to whether modifications to the general permit are needed. Should the District Commander make a determination not to incorporate a change proposed by a reviewing agency, after normal negotiations between the respective agencies, the District Commander will explain in writing to the reviewing agency the basis and rationale for his decision.

21. CEMVN retains discretion to review the PGP, its terms, conditions, and processing procedures, and decide whether to modify, reissue, or revoke the permit. If the PGP is not modified or reissued within 5 years of its effective date, it automatically expires and becomes null and void.

22. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

23. 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 as described in Special Condition 25 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.

24. 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.

25. If you sell the property associated with this permit, you must provide this office with a copy of the permit and a letter noting your agreement to transfer the permit to the new owner and the new owner's agreement to accept the permit and abide by all conditions of the permit. This letter must be signed by both parties.

26. Many local governing bodies have instituted laws and/or ordinances in order to regulate dredge and/or fill activities in floodplains to assure maintenance of floodwater storage capacity and avoid disruption of drainage patterns that may affect surrounding properties. Your project involves dredging and/or placement of fill; therefore, you must contact the local municipal and/or parish governing body regarding potential impacts to floodplains and compliance of your proposed activities with local floodplain ordinances, regulations or permits.

27. In issuing authorizations under this permit, the federal government does not assume any liability for: damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes; 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; damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit, and; design or construction deficiencies associated with the permitted work.

Section 11

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

GENERAL:

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

1. Roadway Subgrade Preparation

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

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

1. Roadway Fill

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

3. Aggregate Base Course

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

4. Lime Treated Subgrade

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

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

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

Lime treatment shall be designated by type in accordance with LSSRB, Section 304. When lime is used to treat the clay sub-base or to prepare for cement treatment, Type B and Type C shall be used, respectively. For Type B and Type C treatments, the pulverized treated soil shall yield 95 percent passing the ³/₄ inch sieve and 50 percent passing the No. 4 sieve, by weight. The mixture shall be compacted to at least 95 percent of the maximum dry density as determined by ASTM D698 (AASHTO T-99). Field density tests shall be conducted at intervals of 200 linear feet of roadway. The mixture shall be protected against drying in accordance with LA DOTD specifications.

5. Cement Treated Base

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

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

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

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

6. Portland Cement Concrete

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

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

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

7. Asphaltic Concrete

All materials used in the mixture shall be from DOTD approved sources. The materials shall be proportioned to produce a pavement mix meeting LSSRB requirements. The proposed mix design shall be submitted for approval to St. Tammany Parish Engineering Department. The asphaltic concrete mixture shall be placed on a stable and approved base. During placement of asphaltic concrete, observation and testing shall be on a full-time basis. For each 1,000 tons of materials placed, or a fraction thereof in one day, a sample shall be tested at the plant for percent void, Void Mineral Aggregate (VMA), asphalt content and gradation. The results will be used to control the mixture and form a basis for acceptance of the pavement.

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

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

8. Utility Trench Backfill

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

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

Bedding material shall be provided under the utility lines with a minimum of 6 inches placed under the pipe and extending one half of the pipe diameter beyond the edge of either side of the pipe or minimum of 12 inches, whichever is greater. The pipe shall be side bedded to the mid-height of the pipe or to the pipe spring line, if arch pipe is used. The bedding material shall consist of free draining granular material meeting the requirements of #57 limestone or crushed concrete. Other bedding materials may be considered by St. Tammany Parish Engineering Department. A geotextile fabric shall also be placed around the pipe at each joint to reduce potential migration of the fill into the joints of the pipe. Utility trench backfill in non paved areas shall be either granular material or selected soils as defined by LSSRB, Section 701.08. The fill shall be compacted in lifts to the density of the surrounding soil but not less than 90 percent of the fill's maximum dry density as determined by ASTM D698 (AASHTO T-99).



TESTING RECORD

Minimum Testing Requirements for Roadways

Project Number

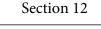
Road

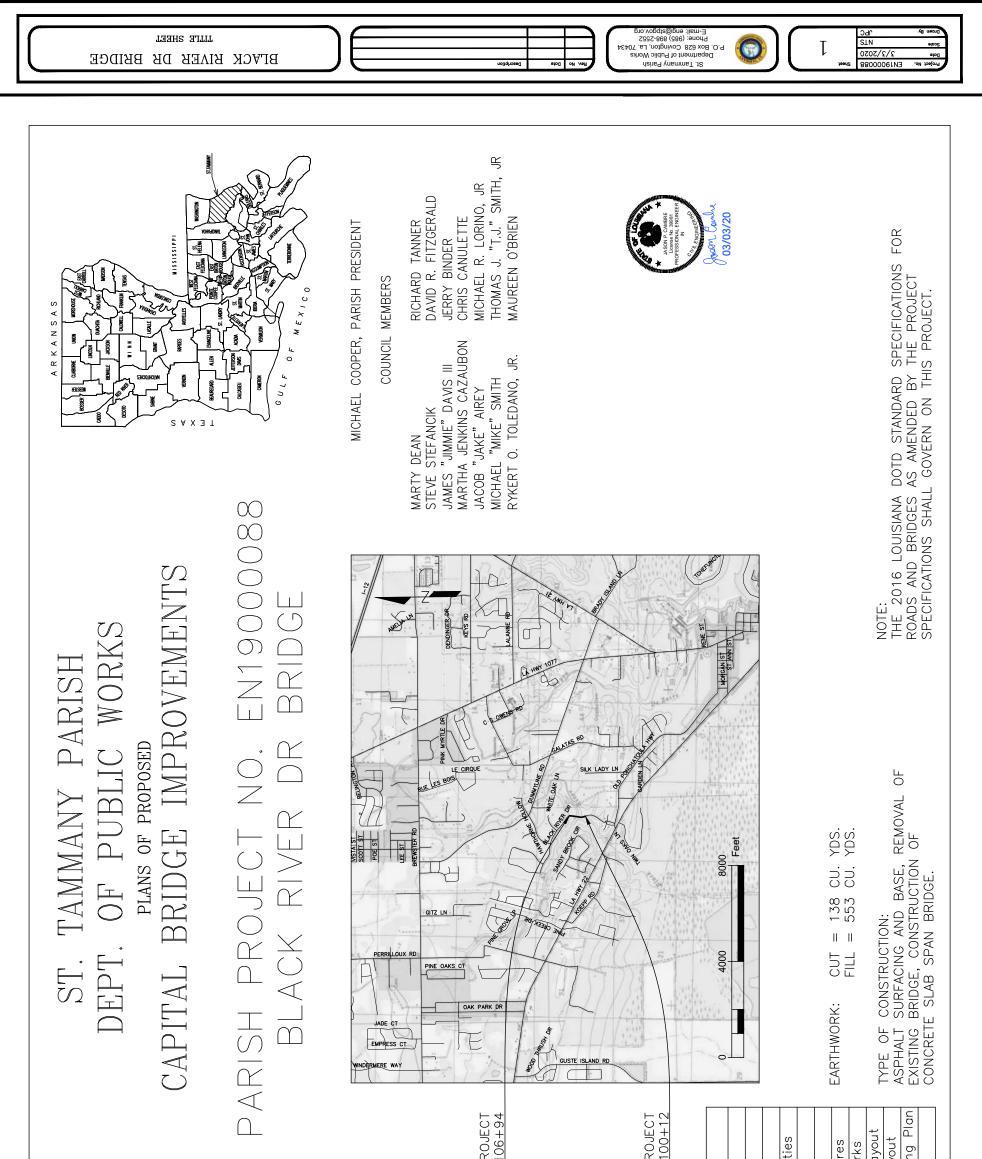
Date

Project Inspector

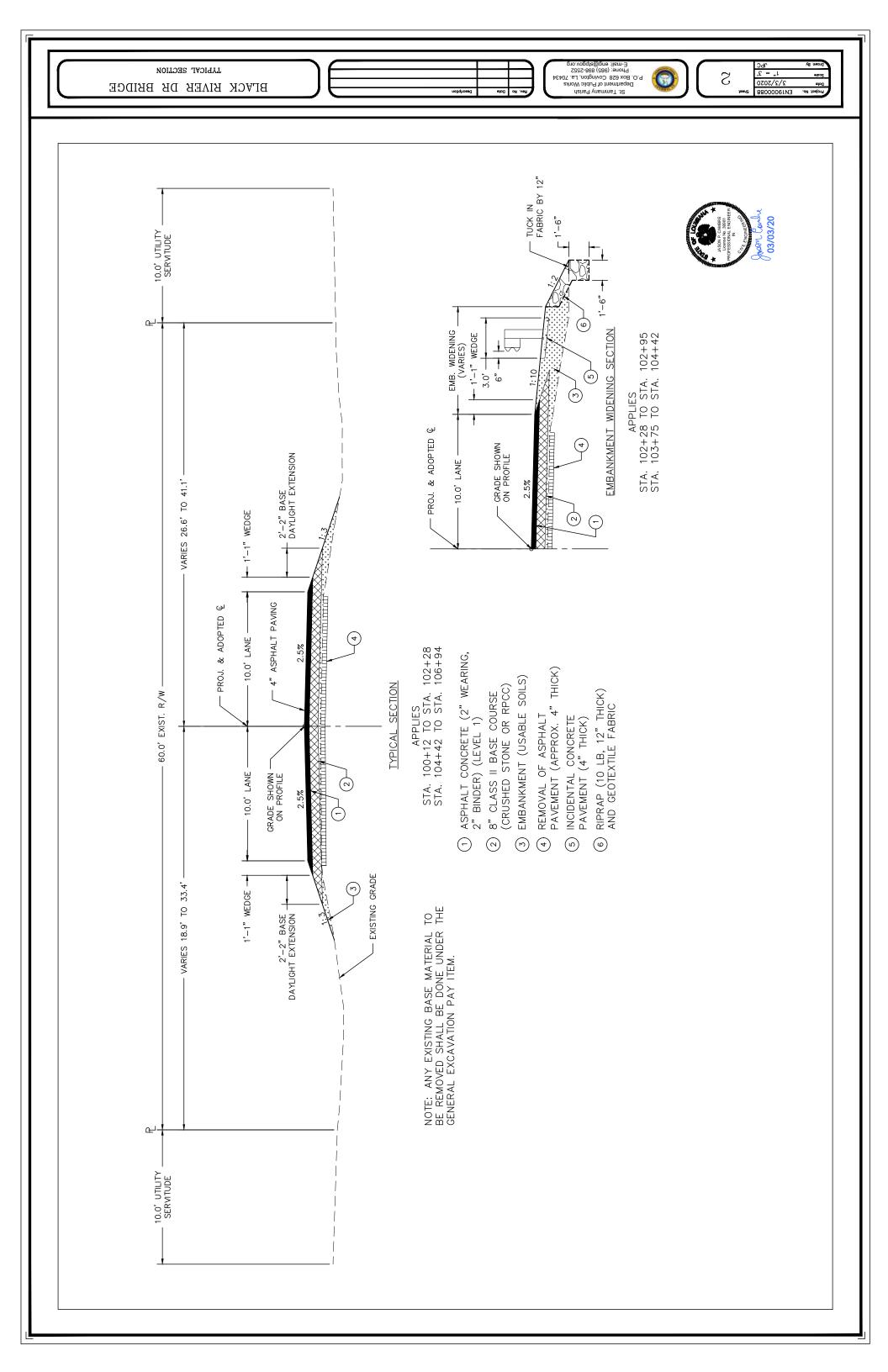
Location Description

ltem	Type of Test/Method	Min Testing Frequency	Required # of Tests	Actual # of Tests
Roadway Subgrade	Proof roll (tandem axle, 20 tons)	All Subgrade		
String Line Depth Check	Depth Check	Test/50 LF		
	Field Moisture/Density, ASTM D698 or DOTD TR401	1 Test/100LF/Lift		
Roadway	Depth Check	1 Test/100 LF		
Base	Laboratory Moisture/Density, ASTM D698 or DOTD TR418	1Test/Aggregate Type		
	Sieve Analysis, ASTM C136 or DOTD TR113	1 Test/Aggregate Type		
Lime Treated	Lime Series, DOTD TR416	1 Test/Soil Type		
Subgrade	Field Moisture/Density, DOTD TR401	1 Test/200 LF		
	Soil/Cement Series, DOTD TR432	1 Test/Soil Type		
Cement	Field Moisture/Density (1 point proctor – family of curves) DOTD TR415	Daily/Treated Section		
Treated Base	Field Moisture Density, ASTM D2922 or DOTD TR401	1 Test/100 LF		
	Depth Check	1 Test/100 LF		
	Slump, ASTM C143	1 Test/50 CYDS		
Roadway	Temperature, ASTM C1064	1 Test/50 CYDS		
Concrete	Air Content, ASTM C231 or C173	1 Test/50 CYDS		
	Test Cylinders, ASTM C31	1 set of 4 Cylinders/100 CYDS		
	Field Temperature	Full-Time/Every Load		
Roadway Asphalt	Laboratory Extraction and Gradation, DOTD TR323 and TR309, Marshall Stability, DOTD TR305, Specific Gravity, TR304 or AASHTO M323 (Super Pave)	1 Test/1000 Tons or a Fraction Thereof/day		
Roadway Cores	Thickness and Density	3 Cores/1000 Tons		
Utility Trench Bedding	Gradation, ASTM C136 or DOTD TR113	1 Test/Aggregate Type		
	Classification, ASTM D2487 or DOTD TR423	1 Test/Soil Type		
Utility Trench Backfill	Laboratory Moisture/Density, ASTM D698 or DOTD TR418	1 Test/Soil Type		
	Field Moisture/Density, ASTM D2922 or DOTD TR401	1 Test/100 LF/Lift		





SPECIAL DETAILS
201 BD.2.5.1.0.01 (CS216) 5/17/17 202-204 PSS-90-24-20SL 5/17/17 205 BD.2.6.1.3.01 8/20/18 206 BD.2.6.1.3.02 8/20/18 207 BD.2.6.1.3.02 8/20/17 207 BD.2.10.1.0.07 APPROACH 208 BD.2.10.1.0.01 06/19/17 208 BD.2.11.10.0.01 04/20/17 209 FR-01 05/30/17 210 YP-01 08/28/00
STANDARD PLANS 08/22/07 301-302 BM-01 08/22/07 303 DW-01 11/17/17 304-305 EC-01 10/01/08 306 SHOULDER 03/15/16 307 SWBS-100 03/06/13 DATUM USED VERTICAL: NAVDB8 PTK CPS ORSFRVATION
HORIZONTAL: LOUISIANA STATE PLANE (NAD83) SOUTH ZONE (1702) BY RTK GPS OBSERVATION
SCALES FULL/HALF END PRO PLAN: 1" = 40'/80' STA. 10 STA. 10 PROFILE HOR.: 1" = 40'/80' PROFILE VERT.: 1" = 4'/8'
NOTE: ALL DISTANCES AND BEARINGS SHOWN ARE BASED ON GRID COORDINATES THE APPROPRIATE SCALE FACTOR MUST BE USED TO CONVERT TO GROUND DISTANCES AND THE APPROPRIATE CONVERGENCE MUST BE STA. 1C
Sheet List TableSheet NumberSheet Title1Title Sheet Title2Typical Section2Summary of Estimated Quantiti3-3bSummary of Estimated Quantiti4Plan & Profile5Summary of Drainage Map6Summary of Drainage Structure7Reference Points & Benchmark9Suggested Construction Sign Layo10Guardrail and Embankment Widening
 101-107 Bridge Plans



DRAINAGE AVATION (Cu. Yd.)	0 47	0	47
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	CLAS	CLASS II BASE COURSE (CRUSHED STONE OR RPCC)	HED STOI	VE OR R	PCC)	
STAT	STATION		LENGTH	AVG		2
BEGIN	END		(Feet)	(Feet)	лс. 1 с.	cu. łu.
STA. ALOI	NG BLACK	STA. ALONG BLACK RIVER DR				
100+12	102+95	100+12 102+95 Roadway	283	28.5	896.2	170.0
102+95	103+75	103+75 Bridge Exception	80	0.0	0.0	0.0
103+75	106+94	Roadway	319	28.5	1010.2	191.6
GENERAL TOTAL	TOTAL					361.6

		ASPHALT CONCRETE PAVEMENT	NCRETE P	AVEME	NT		
STA ⁻	STATION					Asphalt Concrete (Level 1)	rete (Level 1)
BEGIN	END	DESCRIPTION	(Feet)	(Feet)	Sq. Yd.	Wearing Course Binder Course (TONS) (TONS)	Binder Course (TONS)
STA. ALON	STA. ALONG BLACK RIVER DR	IVER DR					
100+12	102+95	102+95 Roadway	283	20	628.9	72.9	69.2
102+95		103+75 Bridge Exception	80	0	0.0	0.0	0.0
103+75		106+94 Roadway	319	20	708.9	82.2	78.0
SUBTOTAL						155.1	147.2
GENERAL TOTAL	TOTAL					302.3	2.3

REN	REMOVAL OF ASPHALT PAVEMENT	ΡΗΑLT ΡΑΛ	/EMENT	
STA'	STATION	LENGTH	WIDTH	
BEGIN	END	(FEET)	(FEET)	24. IU.
STA. ALONG BLACK RIVER DR	CK RIVER DR			
100+12	103+10	298	20	662.2
103+60	106+94	334	20	742.2
GENERAL TOTAL				1,404.4



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St. Tammany Parish Nerker C. Box 628 Covington, La. 70434 Phone. (986) 599-2552 Phone (986) 599-2552 Phone (986) 599-2522 Phone Phon

SAW	SAW CUTTING ASPHALTIC CONCRETE PAVEMENT	ASPHALTI	C CONCRE	ETE PAVEM	IENT
BEGIN	END	SIDE OF		DEPTH	LJ INI
STATION	STATION	C/L		(INCHES)	
STA. ALONG	STA. ALONG BLACK RIVER DR	DR			
100	100+12	LT. & RT.	20	4	08
106	106+94	LT. & RT.	20	4	08
GENERAL TOTAL	TAL				160

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Project No. Date Scale

SUMMERY OF ESTIMATED QUANTIFIES

		EXCA						
EARTHWORK	EMBANKMENT	(Cu. Yd.)		308	0	245	553	
EART	EXCAVATION	(Cu. Yd.)	VER DR	48	0	43	91	
	NOI	END	STA. ALONG BLACK RIVER DR	102+95	103+75	106+94	FOTAL	
	STATION	BEGIN	STA. ALON	100+12	102+95	103+75	GENERAL TOTAL	



	SQ. YD.		37.8	38									
DRIVES	AVG. WIDTH (FEET)		20			FABRIC							
IKS AND E	LENGTH (FEET)		17		SC	GEOXTEXTILE FABRIC	(Sq. Yd.)		190	189	187	152	
REMOVAL OF CONCRETE WALKS AND DRIVES	DESCRIPTION		RESIDENTIAL DRIVEWAY		RIPRAP AND GEOTEXTILE FABRIC		18 I HICK (5q. Yd.)			188.6	187.2		
		ER DR	RESIDENT		AP AND GE(10 LB RIPRAP,	IZ ITICK (Sq. Yd.)	ER DR	189.6			152.0	
	SIDE OF C/L	BLACK RIV	RT.	TAL	RIPR		END	BLACK RIV	103+04	103+30	103+66	105+02	
	STATION	STA. ALONG BLACK RIVER DR	100+71	GENERAL TOTAL		STATION	BEGIN	STA. ALONG BLACK RIVER DR	101+64		103+40	103+66	

	CROSS DRAIN (FEET)		40	40	80
REMOVAL OF PIPE	DESCRIPTION	R DR	15" RCP	15" RCP	
RED	SIDE OF C/L	BLACK RIVE	LT. & RT.	LT. & RT.	TAL
	STATION	STA. ALONG BLACK RIVER DR	101+89	102+50	GENERAL TOTAL

		CONCRETE DRIVES AND INCIDENTAL PAVEMENT	ND INCIE	DENTAL	AVEMENT	
STATION	SIDE OF C/L	DESCRIPTION	LENGTH (FEET)	AVG. WIDTH (FEET)	CONCRETE DRIVE (6" THICK) (SQ YD)	INCIDENTAL PAVEMENT (4" THICK) (SQ YD)
STA. ALONG BLACK RIVER DR	BLACK RIVE	ER DR				
100+71	RT.	RESIDENTIAL DRIVEWAY	17	21	39.7	
102+60	RT.	MOW STRIP	67	3.5		26.1
102+60	LT.	MOW STRIP	67	3.5		26.1
104+06	RT.	MOW STRIP	67	3.5		26.1
104+06	LT.	MOW STRIP	67	3.5		26.1
GENERAL TOTAL	DTAL				39.7	104.4

	GU	GUARD RAIL AND SIGNS		
-	Guard Rail	Guard Rail Transitions	Guard Rail End Treatment	Object Marker
LOCATION	Blocked Out Guard Rail - 31" (FEET)	Double Thrie Beam (FEET)	MASH (TL-3) Flared (EACH)	(EACH) (Lype 3) (EACH)
Black River Dr	50	75	4	4
GENERAL TOTAL	50	75	4	4

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Project No. Date Scale

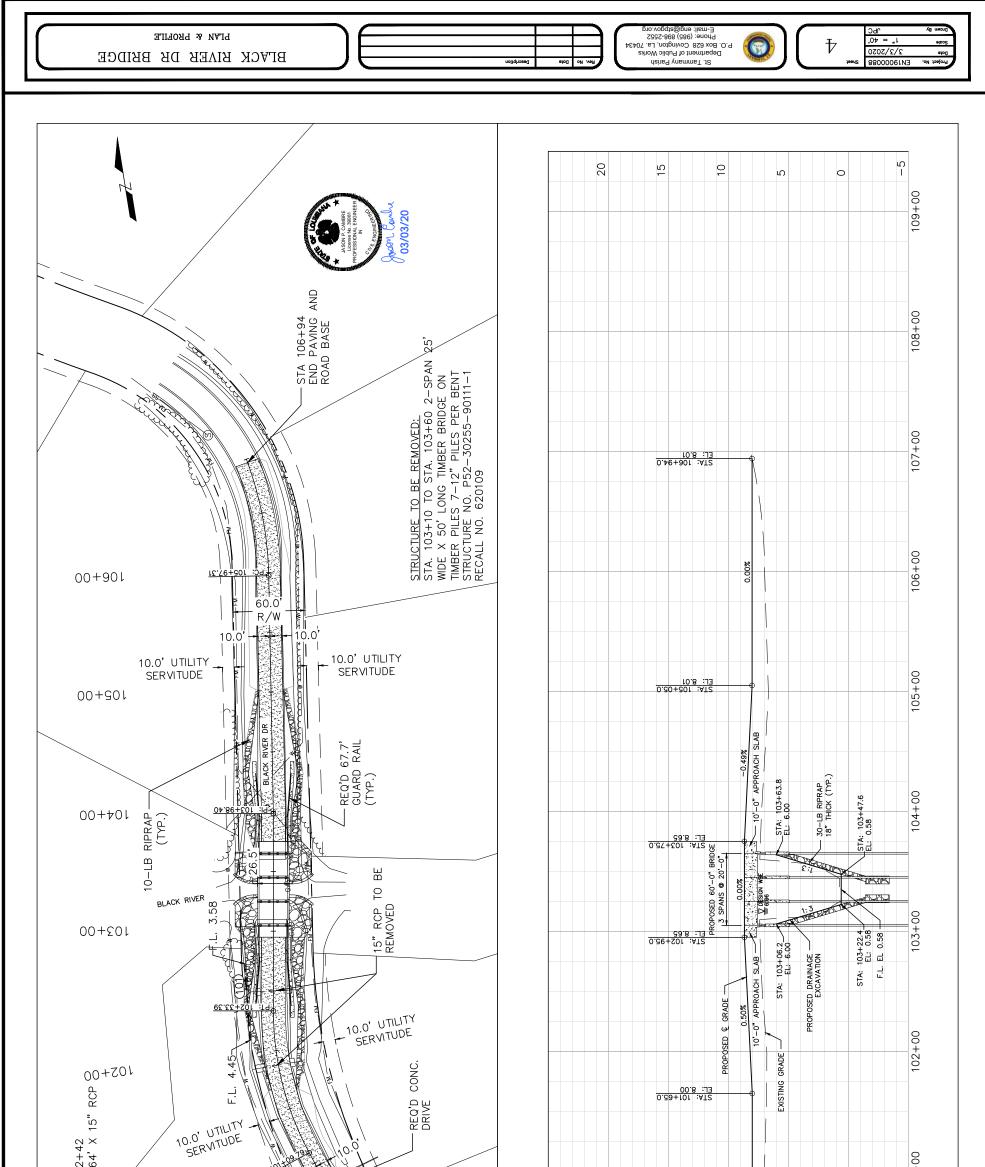
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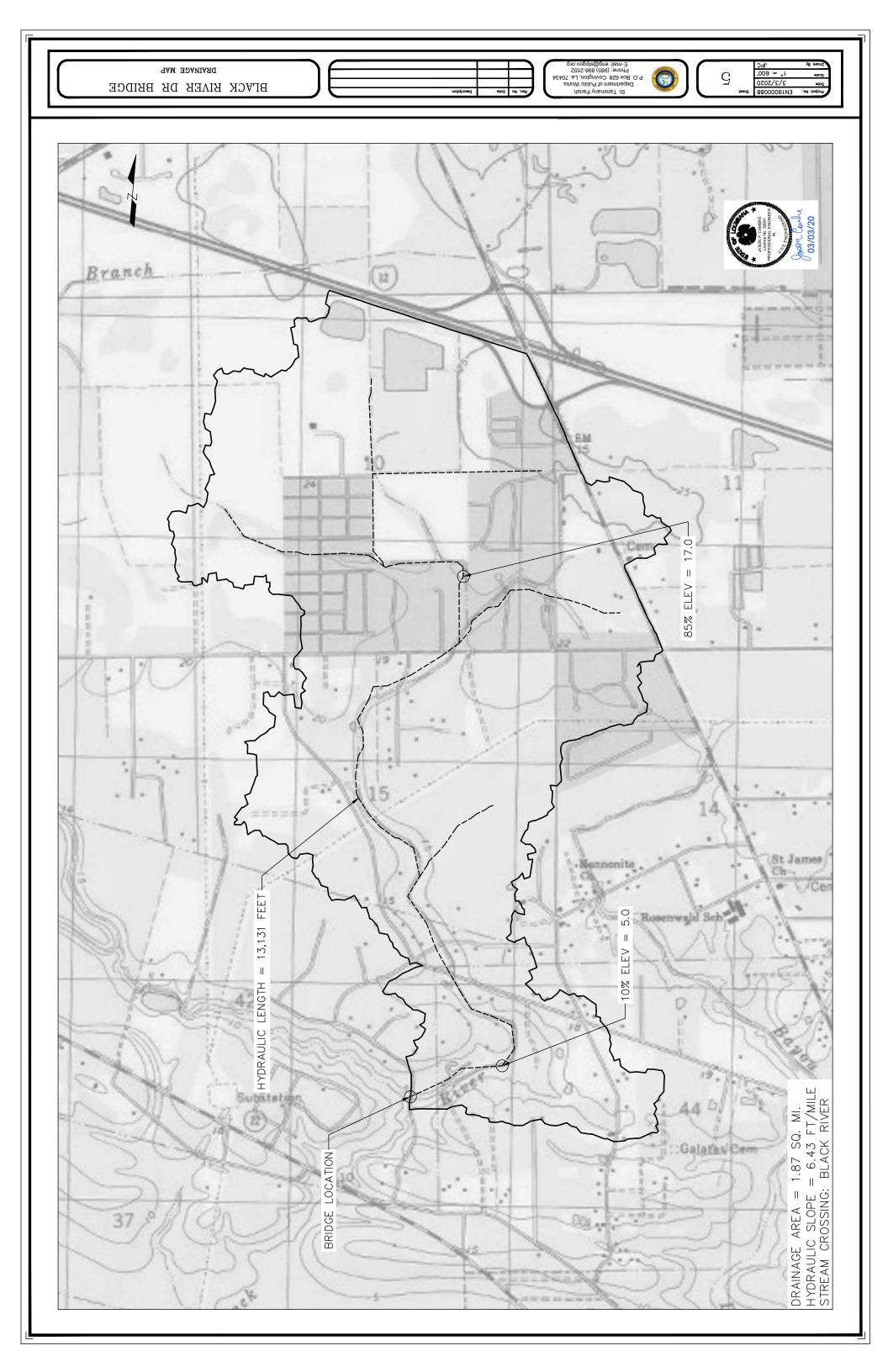
LKS AND DRIV	LENGTH AVG. (FEET) (FEET)		17		SIC	GEOXTEXTILE FABRIC	(Sq. Yd.)		190	189	187	152	
REMOVAL OF CONCRETE WALKS AND DRIVES	DESCRIPTION		RESIDENTIAL DRIVEWAY		≏ ∟	30 LB RIPRAP, 6 18" THICK (Sq. 6	Yd.)			188.6	187.2		
MOVAL OF		ER DR	RESIDEN			10 LB RIPRAP, 12" THICK		ER DR	189.6			152.0	
	SIDE OF C/L	STA. ALONG BLACK RIVER DR	RT.	OTAL			END	STA. ALONG BLACK RIVER DR	103+04	103+30	103+66	105+02	
	STATION	STA. ALON	100+71	GENERAL TOTAL		STATION	BEGIN	STA. ALON	101+64	103+04	103+40	103+66	

	01-00100 02-00010 02-02020					
		cription	Unit	Quantity		
		aring and Grubbing	LUMP	1		
		noval of Bridge (Timber Bridge at STA. 103+35)	EACH	1		
		noval of Asphalt Pavement	SQYD	1404.4		
		noval of Concrete Walks and Drives	SQYD	38		
		noval of Pipe (Cross Drain) (15" RCP)	LNFT	80		
		neral Excavation	сиур	92		
Importantivity Constrained COID G33 remonstrating Constrained COID G33 remonstrating Constrained COID G34 remonstrating Constrend COID COID <t< td=""><td></td><td>inage Excavation</td><td>сиур</td><td>47</td><td></td><td></td></t<>		inage Excavation	сиур	47		
		ankment	сиур	553		
		nporary Hay Bales	EACH	16		
Alternation Control of the control		nporary Silt Fencing	LNFT	1360		
Application concrete Application concrete 1008 30.3 Breach Data Peper (Service) 1047 50 Breach Out Grant Pail : Territorial 1047 50 Breach Out Grant Pail : Territorial 1047 50 Guard Bail (Transitions (Double Three Bain) 1047 50 Concrete Bail conf Transitions (Double Three Bain) 1047 50 Concrete Bail conf Transitions (Double Three Bain) 1047 50 Concrete Bail conf Transitions (Double Three Bain) 2000 31.4 Freezo (So List Three) 2000 32.3 Incorrete Daming (H 'Threk) 2000 31.4 Breach (So List Three) 2000 32.4 Doublization UUNP 1		ss II Base (Stone or Recycled Portland Cement Concrete)	CUYD	361.6		
Storm Data in there (15, Rec) UNIT 64 Gaard Rall Transition (10, Gaard Rall Transition) UNIT 64 Gaard Rall Transition (10, Gaard Rall Transition) UNIT 64 Gaard Rall Transition (10, Gaard Rall Transition) UNIT 64 Gaard Rall Transition (10, Gaard Rall Transition) UNIT 64 Gaard Rall Transition (10, 12, Thiol) Storp 34,6 Indemnit (10, 12, Thiol) Storp 34,6 Repeat (10, 1, 2, Thiol) Storp 1 Repeat (10, 1, 2, Thiol) Storp 34,6 Repeat (10, 1, 2, Thiol) Storp 1 Repeat (10, 1, 2, Thiol) Storp 1 Repeat (10, 1, 2, Thiol) Storp 1 Repat (10, 1, 2, Thiol) Repat (1, 1		halt Concrete	TONS	302.3)(
Bioched Ol ox Gand Sall (all' Transitiona (all all'all' Transitiona (all all'all' Transitiona) UNIT So Gaard Ball End Transitiona (all all' Transitiona) UNIT So Gaard Ball End Transitiona (all all'all' Transitiona) UNIT So Gaard Ball End Transitiona (all all'all' Transitiona) Lorderez So(to) Primari End Concrete Howing (a' Thick) SO(to) SO(to) SO(to) Rimari El (all' Transitiona) SO(to) SO(to) SO(to) Rimari El (all' Transitiona) SO(to) SO(to) SO(to) Rimari El (all' Transitiona) SO(to) SO(to) SO(to) Rimari El (all' Concrete Howing (a' Thick)) SO(to) SO(to) SO(to) Rimari El (all' Concrete Howing (a' Thick)) SO(to) SO(to) SO(to) Rimari El (all' Concrete Howing (a' Thick)) SO(to) SO(to) SO(to) Rimari El (all' Concrete Howing (a' Thick)) SO(to) SO(to) SO(to) Rimore Statistic UNIMP UNIMP UNIMP UNIMP Rimore Statistic		rm Drain Pipe (15" RCP)	LNFT	64		
Grand fail full draftenent, Mash (II, 2) functions (boulde "Thirde Ream) UNIT 75 Grand fail full draftenent, Mash (II, 2) function SC(N) 34.16 Indefanil Concrete Draving (2, Thirds) SC(N) 34.16 Brans (10) 1.3 'Thirds) SC(N) 34.16 Brans (10) 1.3 'Thirds) SC(N) 34.16 Brans (10) 1.3 'Thirds) SC(N) 37.38 Concrete Draving (2, Thirds) SC(N) 37.38 Concrete Pray (2, Thirds) SC(N) 37.38 Discussion Signs and Barriadies UUNP 1 Discussion Signs and Barriadies UUNP 1 Discussion Signs and Barriadies UNP 37.38 Discussion Signs and Barriadies UNP 32.38 Discussion Signs and Barriadies Concrete Plas (15') 32.38 Discussion Signs and Barriadies UNP 32.38 Discussion Signs and Barriadies UNP		cked Out Guard Rail - 31" (6'-3" Post Spacing)	LNFT	50		
Concrete Diverse (F) Concrete Diverse (F) <td></td> <td>ard Rail Transitions (Double Thrie Beam)</td> <td>LNFT</td> <td>75</td> <td></td> <td></td>		ard Rail Transitions (Double Thrie Beam)	LNFT	75		
Concrete Drive (1) Concret		ard Rail End Treatment, MASH (TL-3 Flared)	EACH	4		
Indicaterial Concrete Paving (4"Thick) 5X00 1044 Rigrap (101b, 12"Thick) 5X00 3416 Tennoary Signs and Barricades LUWP 1 Tennoary Signs and Barricades LUWP 1 Mohilzahim UWP 5 Mohlizahim UWP 5 Mohlizahim UWP 1 Object Warker Assembly (Type 3) EXcH 4 Mohlizahim UWP 1 Object Warker Assembly (Type 3) EXcH 4 Mohlizahim UWP 1 Object Warker Assembly (Type 3) ExcH 4 Mohlizahim UWP 1 Moret Assembly (Type 3) ExCH 4 Moret Assembly (Type 3) ExCH 6 Mor		icrete Drive (6" Thick)	SQYD	39.7		
Riprod (10) Lit Thick) SO(0) 34.6 Reprod (20) 1.2 ⁺ Thick) SO(0) 37.8 Generate Folic SO(0) 37.8 Generate Folic SO(0) 37.8 Reprod (20) SO(0) 37.8 Generate Folic SO(0) 37.8 Reding Waterial UUMP 1 Object Marker Assemby (Type 3) EACH 4 Mydro-seeding ACRE 0.7 Mydro-seeding Marcer 4.1 0.0 Mydro-seeding Marker Assemby (Type 3) ACRE Mydro-seeding Marker Assemby (Type 3) ACRE Mydro-seeding MAR 92 Oriset Interviori Layout UUMP 1 Vireation Montoring Dynamic Montoring Dynamic Montoring Concrete Finits (Class 7 Rubbed Finits) Soff 3 Speel Finits Soff 3 Speel Finits Concrete Finits (Class 2 Rubbed Finits) Soff 3 Speel Finits Soff 3 Speel Finits Concrete Finits (Class 2 Rubbed Finits) Soff 3 Speel Finits Soff 3 Speel Finits		dental Concrete Paving (4" Thick)	SQYD	104.4		
Instruction Sorre 35.8 Executive Febric Sorre 7.1 Temporal Bebric Sorre 7.2 Temporal Bebric Sorre 7.2 Temporal Bebric Sorre 7.2 Temporal Bebric UUNP 1 Bedding Material UUNP 1 Molitation UUNP 1 More State Access for a state 4 More State Construction Layout UUNP 1 Precast Concrete Piles (L6 ⁺) UNH 1 Viration Montoring DA 10 Construction Layout UNH 1 Viration Montoring DA 10 Concrete Files (Cash) DA 10 Concrete Files (Cash) DA 10 Concrete Files (Cash) DA 100 Concrete Files (Cash)		rap (10 lb, 12" Thick)	SQYD	341.6		
Generatie fabric SXP 717 Hemporary Signs and Barricades U/MP 1 Bedinization CU/M 5 Mobilization U/MP 1 Object Marker Assembly (Type 3) EACH 4 Hydro-seeding ACRE 0.7 Mobilization U/MP 1 Object Marker Assembly (Type 3) EACH 4 Hydro-seeding ACRE 0.7 Mortinization U/MP 1 Mortinization U/MP 1 Mortinization U/MP 1 Mortinization EACH 6 Mortinization U/MP 1 Mortinization U/MP 1 Mortinization U/MP 1 Mortinization U/MP 1 Mortinization EACH 6 Construction Site Survey U/MP Vibration Monitoring Davi 10 Vibration Monitoring Curve (Sibb Span) Curve (Sibb Span) Class At Concrete Flash (Class 3 Special Finish) Soft 84 Concrete Finish (Class 3 Special Finish) Soft 84 Concrete Finish (Class 3 Special Finish) Soft 84 Concrete Finish (Class 3 Special Finish		rap (30 lb, 18" Thick)	SQYD	375.8		scription
Temporary Sign and Barricades LUMP 1 Bedding Material CUYD 5.3 Bedding Material CUYD 5.3 Object Marker Assembly (Type 3) EACH 4 Hydro-seeding ACRE 0.7 Hydro-seeding ACRE 0.7 Construction Layout LUMP 1 Object Marker Assembly (Type 3) EACH 92 Construction Layout LUMP 1 Object Marker Assembly (Type 3) EACH 92 Construction Layout LUMP 1 Construction Layout UUMP 1 Vibration Monitoring Day 10 Object Marker Assembly (Type 3) EACH 6 Construction Statance EACH 92 Construction Statance EACH 92 Optimition Monitoring Day 10 Ubration Monitoring CUYD 66.24 Concrete Fisht Statance CUYD 66.24 Concrete Fisht Statance CUYD 61 Concrete Fisht Statance CUYD 61 <t< td=""><td></td><td>otextile Fabric</td><td>SQYD</td><td>717</td><td></td><td>Dee</td></t<>		otextile Fabric	SQYD	717		Dee
Bedding Material CUVD 5.3 Mobilization UUMP 1 Mobilization UUMP 1 Mobilization UUMP 1 Motorseeding ACRE 0.7 Construction layout UUMP 1 Precast Concrete Piles (16°) UMP 1 Onstruction Site Survey UUMP 1 Construction Site Survey UUMP 1 Concrete Files (16°) Soft 92 Denomintring Curre (16°) Curre (16°) Concrete Files (16°) Curre (16°) Soft Concrete Files (16°) Soft 92 Concrete Files (16°) Soft 92 Concrete Files (16°) UMP 1 Concrete Files (16°)		nporary Signs and Barricades	LUMP	Ч		8
Mobilization Under Dijet Marker Assembly (Type 3) EACH 4 Objet Marker Assembly (Type 3) EACH 4 Hytor exert Concrete Place (16°) EACH 4 Construction Layout UUMRP 1 Precast Concrete Place (16°) UNF 922 Dynamic Monitoring Assistance EACH 6 Construction Layout UUMP 1 Precast Concrete Place (16°) UUMP 1 Dynamic Monitoring Assistance EACH 6 Construction Monitoring Class 1 UUMP 10 Class A1 Concrete (Salo Span) CUNO 96.53 Class A1 Concrete (Salo Span) CUNO 96.62 Concrete Finish (Class 2 Rubbed Finish) Sorr 975 Deformed Reliforcing Steel Lu 120 Concrete Bridge Ralling (Slotted) LuF 120 Concrete Bridge Ralling (Slotted) <td< td=""><td></td><td>lding Material</td><td>CUYD</td><td>5.3</td><td></td><td>No Da</td></td<>		lding Material	CUYD	5.3		No Da
Object Marker Assembly (Type 3) EACH 4 Hydro-seeding ACRE 0.7 Construction State 0.0 Precast Concrete Files (15') UUMP 1 Vibration Monitoring 0.6 20 Onstruction Site Survey UUMP 1 Vibration Monitoring 0.0 20 Construction Site Survey UUMP 1 Construction Site Survey UNP 10 Observed Ensish 0.0 20 Concrete Files (15') 20 20 Concrete Files (15') 0.0 20 Concrete Files (15') 10 20 London Concrete Files (25') 10 20 London Concrete Files (26') </td <td></td> <td>bilization</td> <td>LUMP</td> <td>Ч</td> <td></td> <td>Kev. N</td>		bilization	LUMP	Ч		Kev. N
Hydro-seeding ACRE 0.7 Construction Layout LUMP 1 Precast Concrete Piles (15') LUMP 1 Dynamic Monitoring Assistance EACH 6 Dynamic Monitoring Assistance EACH 6 Construction Layout LUMP 1 Dynamic Monitoring Assistance EACH 6 Construction Site Survey LUMP 1 Vibration Monitoring Day 10 Class A1 Concrete Bilds Span) CUVD 19.48 Construction Site Survey LUMP 1 Vibration Monitoring Day 10 Class A1 Concrete Bilds Span) CUVD 19.48 Concrete Finish SoFT 8.55 Concrete Finish SoFT 19.5 Deformed Reinforcing Steel L L Loncrete Finish SoFT 205 Deformed Reinforcing Steel L 100 Joint Scal (Poured) LNFT 106		ect Marker Assembly (Type 3)	EACH	4) (
Construction Layout LUMP 1 Precast Concrete Piles (15°) LNFT 992 Pyramic Monitoring Assistance EACH 6 Onstruction Site Survey LUMP 1 Vibration Monitoring Assistance EACH 6 Construction Site Survey LUMP 1 Vibration Monitoring Day 10 Vibration Monitoring Curvey Day Class AL Concrete Finish 19.48 Class AL Concrete Finish 20.52 Class AL Concrete Finish 20.52 Class AL Concrete Finish 20.52 Concrete Finish 20.52 Concrete Finish 12.0 Deformed Reinforcing Steel Lum Lond Concrete Finish 1.06 Concrete Ring Soute Lum Lond Concrete Ring Railing (Souted) Lum Lond Saal (Poured) <		Iro-seeding	ACRE	0.7		
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Saw Cutting Asphalt Concrete Pavement INLF 160		nt Seal (Poured)	LNFT	106)zoz/
Date		v Cutting Asphalt Concrete Pavement	INLF	160		
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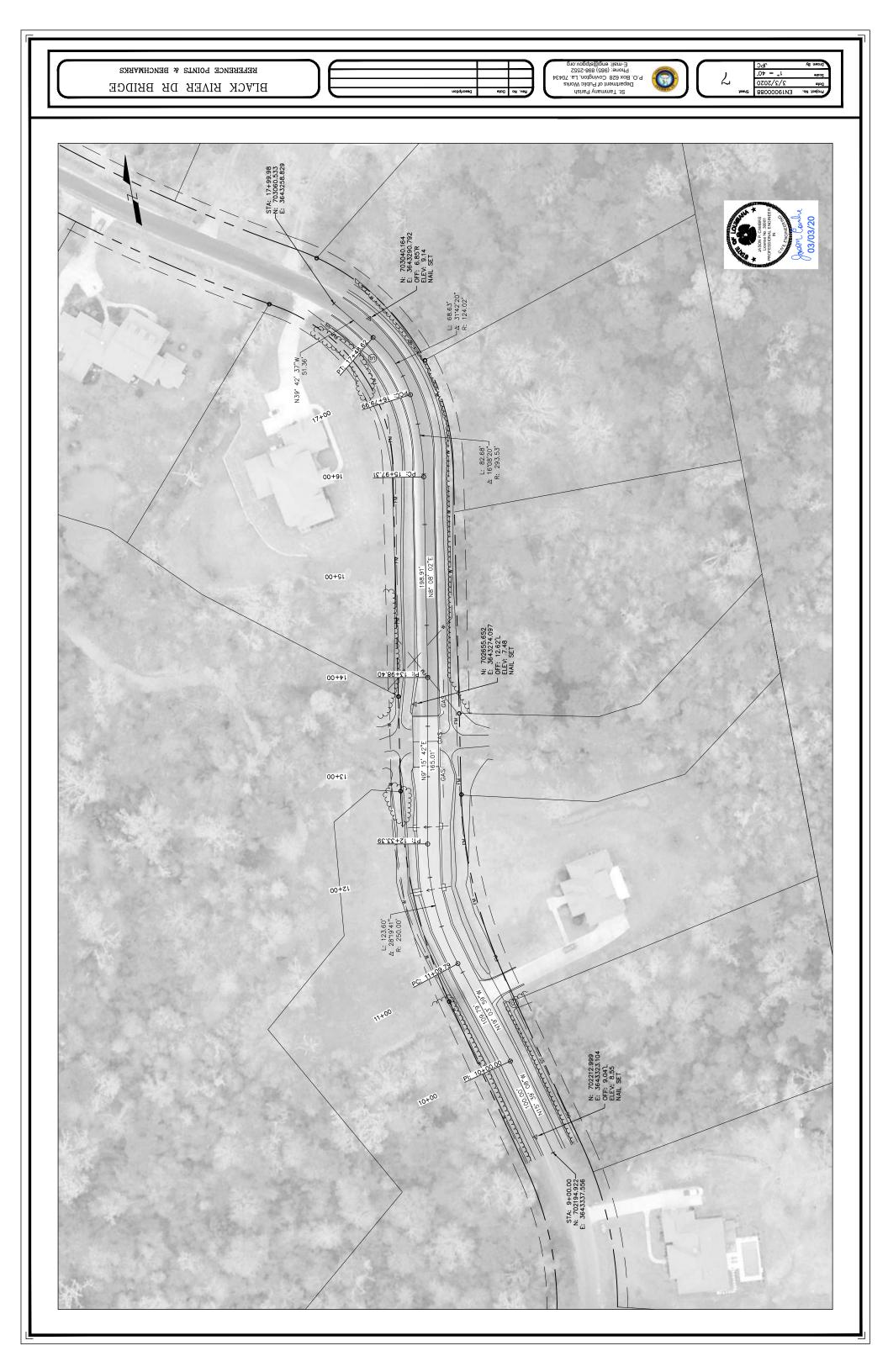


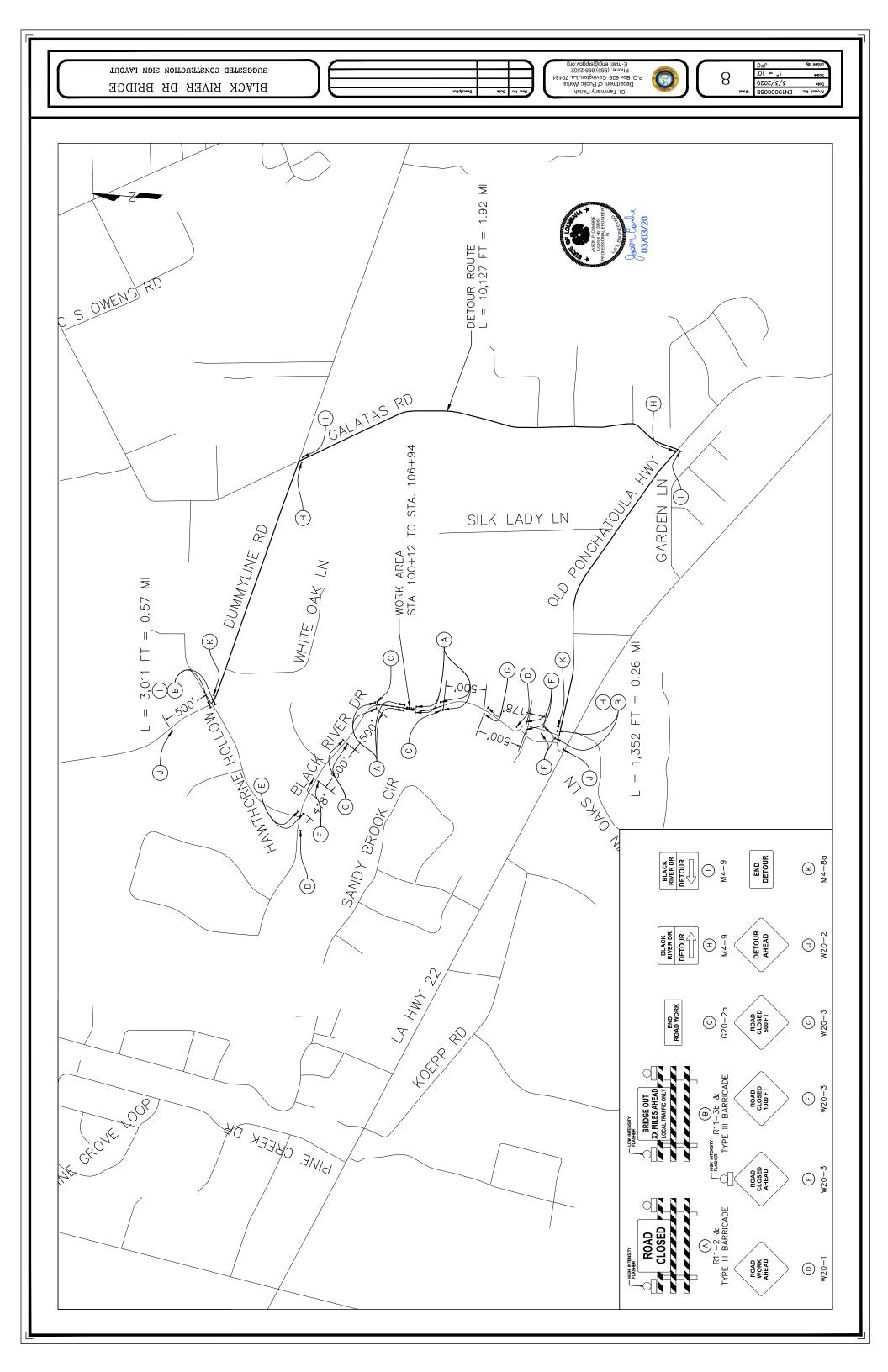
101+00			
		DICENTIAN TOTOLE	100+00
28~	0+12 0+12		100
MDTH @ 90' CROSSING	BEGIN PAVING- AND ROAD BASE STA. 100+12		HORIZ. VERT.
CROSS	BI ON (13)		SCALES: 1" = 40' HORIZ. 1" = 4' VERT. + 00
© 000000000000000000000000000000000000			+ 66
MIDTH MIDTH		20 10 5	- 2

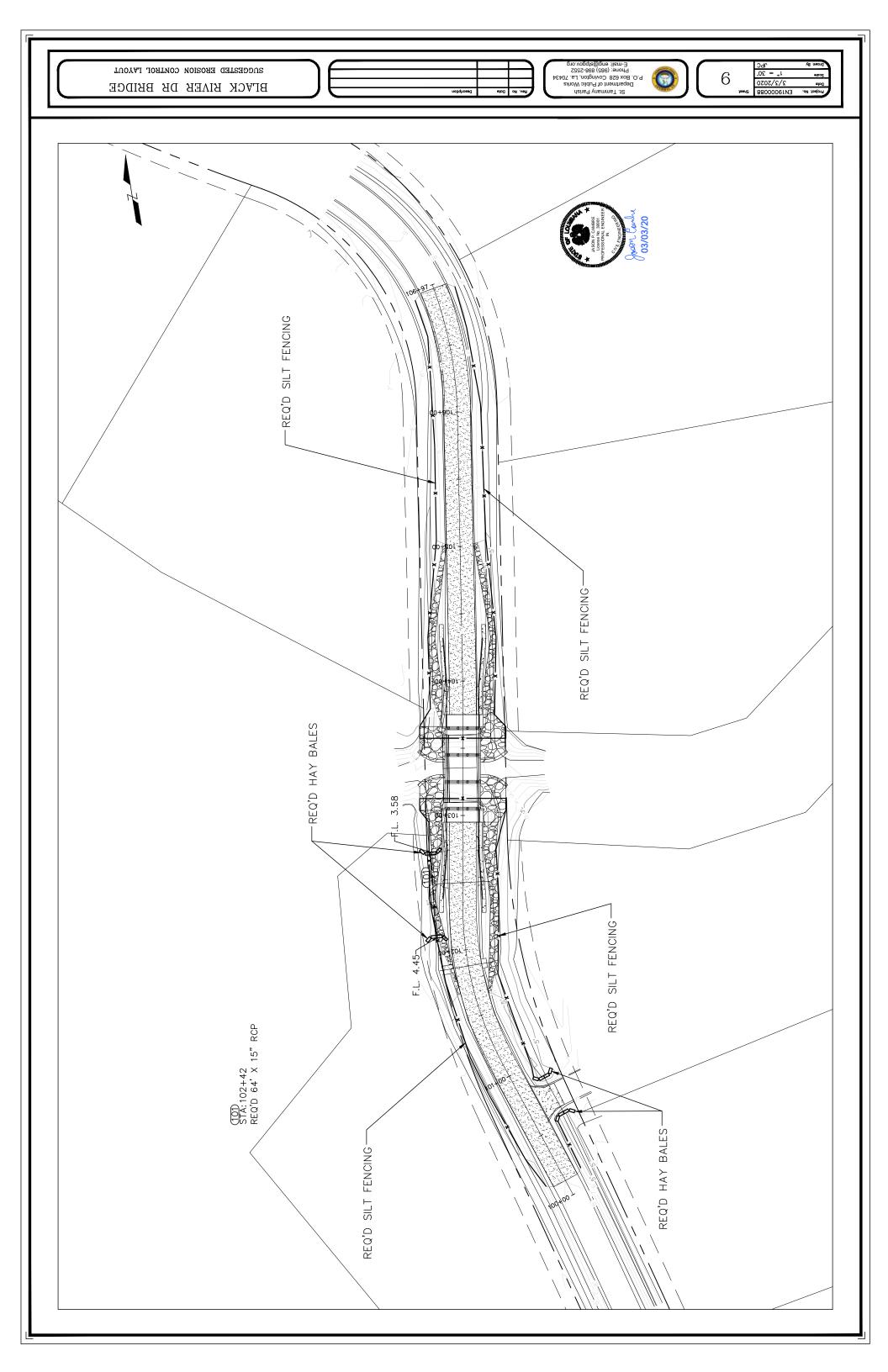


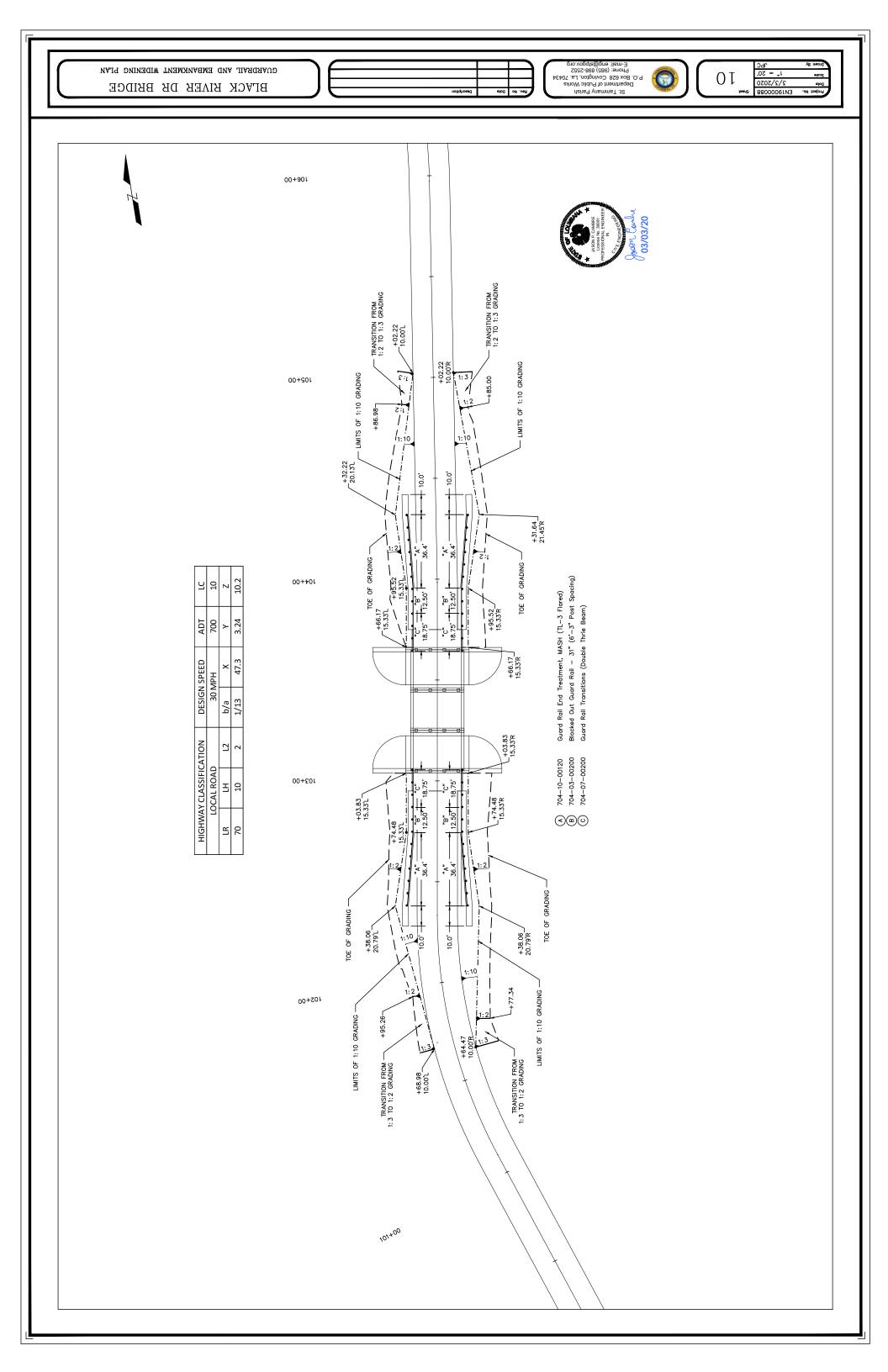
		CE STR					
							BIS DISTORE
		BEDDING MATERIAL	cu. yb.	E 37		5.3	
		N PIPE FEET)	15 in.	77	5	64	
	SUMMARY OF DRAINAGE STRUCTURES	SIDE OF DESCRIPTION C/L		11 BCP 15 in x 64 ft			
	SUI	STRUCTURE STATION SID NO. C		STA. ALONG BLACK RIVER DR	7-707	GENERAL TOTAL	

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BKIDGE INDEX BFVCK KIAEK DK BKIDGE	Polect No. EV19000088 Smeat Department of Public Works Rev. No. Data Department of Public Works Scale 3/3/2020 2/3/2020 Phone: (965) 888-2552 Phone: (965) 888-2552 Phone: (965) 888-2552
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	Sheet List Table	Sheet Title	Bridge Index	Bridge General Notes	Summary of Bridge Quantities	General Bridge Plan	Foundation Plan & Pile Data Tab	Soil Boring Log	CS-216	PSS-90-24-20SL	Bridge Barrier Rail	Bridge Barrier Rail Transition	Approach Slab Details	Concrete Surface Finish	FR-01	YP-01	
		Sheet Number	101	102	103	104-105	106	107	201	202-204	205	206	207	208	209	210	

NOTES GENERAL BRIDGE

AND FORMS FOR RAILING STEEL

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FINISH OF CONCRETE: SURFACES SHALL BE FINISHED IN ACCORDANCE WITH ARTICLE 805.08 "CONCRETE SURFACE FINISHES" OF THE YEAR PLATE: DATE OF CONSTRUCTION IS REQUIRED ON RIGHT WING WALL OF STRUCTURE LOUISIANA STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES, AND BRIDGE DESIGN FOR ONCOMING LANE, SEE DETAIL YP-01. FECHNICAL MEMORANDUM.

Ш OUT-TO-OUT OF BAR UNLESS OTHERWISE NOTED. DIMENSIONS RELATING TO REINFORCING STEEL SPACING ARE CENTER TO CENTER OF BAR. THE MINIMUM COVERING FROM THE SURFACE OF THE CONCRETE TO THE FACE OF REINFORCING STEEL: DIMENSIONS RELATING TO REINFORCING STEEL FABRICATION ARE SURFACE OF THE CONCRETE TO THE FACE OF ANY DEFORMED REINFORCING BAR SHALL NOT LESS THAN THE FOLLOWING:

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 $= 2\frac{1}{2}$ BOTTOM OF SLAB TOP OF SLAB

SUPPORTS FOR REINFORCING STEEL. REINFORCING STEEL SHALL BE GRADE 60 STEEL. THE FIRST DIGIT OF REINFORCING BAR INDICATES BAR SIZE. Ш ALL OTHER REINFORCING STEEL COVER SHALL 2" UNLESS OTHERWISE NOTED IN THE PLANS. SEE STANDARD PLAN S.W.B.S. 100 FOR BAR

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GEOTECHNICAL ENGINEER. PLAN LENGTHS PROVIDED IN THE PRODUCTION PILE DATA TABLE TYPE, LOCATION, AND MAXIMUM DESIGN LOAD SHALL BE AS DESCRIBED IN THE CONTRACT DOCUMENTS. THE MINIMUM PILE TIP ELEVATION WILL BE THE PLAN TIP ELEVATION AS SHOWN IN PILES: ALL PILE REQUIREMENTS INCLUDING SIZE, ARE ORDER LENGTHS. FOR OTHER PILE NOTES THE PRODUCTION PILE DATA TABLE UNLESS OTHERWISE NOTED OR DIRECTED BY THE SHEET 106. Ы СЦ СЦ

COMMENCEMENT OF ANY WORK, THE CONTRACTOR SHALL OBTAIN A COPY OF ALL PERMITS AND AGREEMENTS OBTAINED BY THE PARISH. THE CONTRACTOR SHALL THOROUGHLY EXAMINE AND COMPLY WITH ALL REQUIREMENTS ENVIRONMENTAL COMPLIANCE: PRIOR TO THE

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SET FORTH IN THOSE DOCUMENTS

DECK JOINTS: ALL DECK JOINTS SHALL BE JOINT SEALANT IN ACCORDANCE WITH SUBSECTION 815.04.

CONCRETE FORMWORK

THE CONTRACTOR SHALL SUBMIT A COPY OF FORMING PLANS TO THE ENGINEER. THE FORMING FASTEMERS, SUPPORTS, CONNECTIONS, SPECIAL CONDITIONS, AND SIZE AND LOCATION OF WELDS. PLANS MUST SHOW ALL ESSENTIAL DETAILS OF PROPOSED FORM SHEETS, CLOSURES,

FOR REMOVAL OF EXISTING BRIDGE: THE EXISTING BRIDGE SHALL BE REMOVED. DESCRIPTION OF THE EXISTING BRIDGE AND REQUIREMENTS SEE SHEET 104. REMOVAL

	0.620109	NOTES			MF = 1.30
GE RATING TABLE	RECALL NO. 620109	SUBSTRUCTURE	1.793	2.324	1.379
AS-DESIGNED BRIDGE RATING TABLE	STRUCTURE NO. P52-30255-90111-1	SUPERSTRUCTURE	1.347	1.746	1.036
	STRUCTURE NO. P	VEHICLE	(NNI) 61H	HL-93 (OPR)	LADV-11 (INV)



St. Tammany Parish Department of Public Works P.O. Box 628 Covington, La, 70434 Phone: (985) 898-2552 F-mail: eng@stpgov.org

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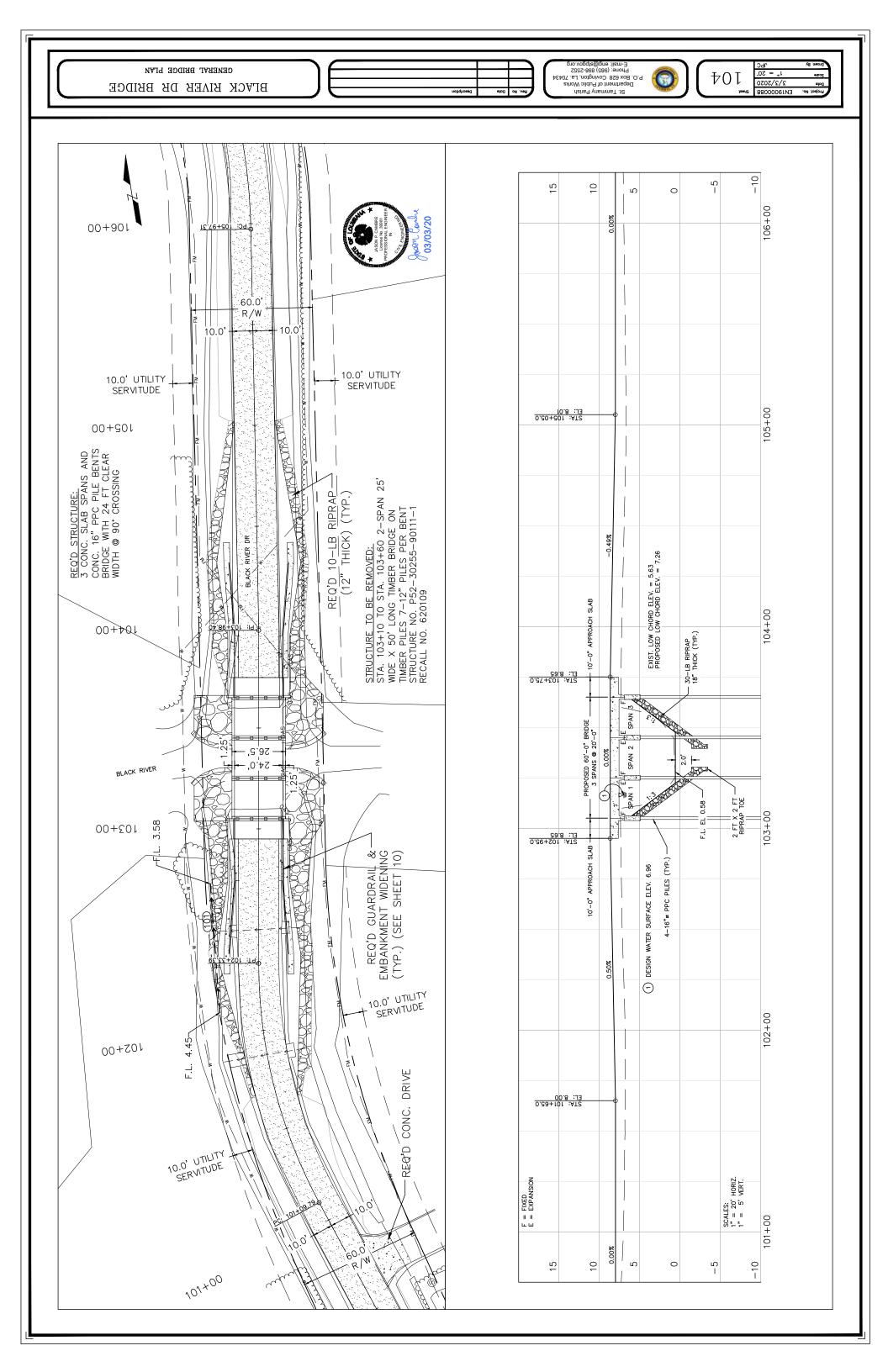
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BLACK RIVER DR BRIDGE

BRIDGE GENERAL NOTES

FACTOR (MF). MAGNIFICATION FACTOR OF 1.3 IS APPLIED TO ALL BRIDGE ELEMENTS FOR MOMENT SUPPLEMENTAL SPECIFICATIONS AND/OR SPECIAL AŠS DIMENSIONS: DIMENSIONS ARE GIVEN AT NORMAL 008 FOR PSF. ALL SUBSTRUCTURE CONCRETE SHÀLL BE CLAŚS "A1" CONCRETE (BENT CAP) UNLESS OTHERWISE OTHERWISE NOTED. CONCRETE AND REINFORCING SHALL BE CLASS "A1" CONCRETE (SLAB SPAN). CONSTRUCTION SPECIFICATIONS: CONSTRUCTION STEEL IN RAILING TO BE PAID FOR PER LINEAR ЧО VEHICLE LIVE LOAD 2011 (LADV-11) WHICH IS & SHEAR FOR SLAB SPAN SUPERSTRUCTURE. OF 1.55 IS USED FOR PILE SERVICE LOADS. SHALL BE IN ACCORDANCE WITH THE LOUISIAI DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT, OFFICE OF HIGHWAYS, EXCEPT SUPPLEMENTED OR AMENDED BY THE PLANS, DESIGN SPECIFICATIONS, 4TH EDITION WITH 20 & 2009 INTERIMS. GEOMETRIC DESIGN IS IN ACCORDANCE WITH "A POLICY ON GEOMETRIC <u>ELEVATIONS:</u> ALL ELEVATIONS ARE BASED ON NAVD88 DATUM GEOID 12B. CONCRETE: ALL SUPERSTRUCTURE CONCRETE AFTE DESIGN SPECIFICATIONS: STRUCTURE DESIGN IN ACCORDANCE WITH AASHTO LRFD BRIDGE BEFORE PLACEMENT OF REINFORC HL-93 = HS 20 TRUCK OR TANDEM TRUCK PLUS 0.64 K/FT LANE LOAD. DESIGN CRITERIA: THE BRIDGE IS DESIGNED A FUTURE WEARING SURFACE EQUAL TO 19 PRODUCT OF HL-93 WITH A MAGNIFICATION FOOT OF CONCRETE RAILING INCLUDING ALL COMPLETING DECK POUR, CONCRETE SHALL ATTAIN A MINIMUM COMPRESSIVE STRENGTH EXPOSED EDGES OF CONCRETE 34" UNLESS LIVE LOADING: LIVE LOADING SHALL BE LOUISIANA DESIGN DESIGN OF HIGHWAYS AND STREETS 2004". BARS THAT PROJECT INTO THE RAILING. SPECIFIED IN THE PLANS. CHAMFER ALL DESIGN SPEED: 30 MPH 'EMPERATURE (68° F). PROVISIONS. 4.000 PSI

SUMMARY OF BRIDGE QUANTITIES BLACK RIVER DR BRIDGE									noitq	Descri		Date	N. Vo		134	952 La. 70 Morks	868-32 udtou'	l to trie ivo: 5 (385)	St. TS epartmo S28 x05 Phone: email	P.O.	и ву <u>hbc</u> <u>3/2/SOSO</u> жк ист ЕИ19000088 время ист раздания время ист раздания время ист раздания ист раздания и ист раздания ист раздания ист раздания ист раздания ист раздания ист раздания и ист раздания и и и ист раздания и и ист раздания и и ист раздания и и ист раздания и и и ист раздания и и и и и ист раздания и и и ист раздания и и и и и и и и и и и и и и и
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	TO					, n	<u>ນ</u> ຫ			6	н 6	P 1		D 66.24	D 19.48	T 845		Ä		ы	
TITIES		_	CUYD	LNFT		EACH SOVD	SQYD	SQYD	EACH	LNFT	EACH	LUMP	DAY	СИУР	CUYD	SQFT	SQFT	LB	LNFT	SQFT	
OF ESTIMATED BRIDGE QUANTITIES	NOI	Removal of Bridge (Timber Bridge at STA. 103+35)		Blocked Out Guard Rail - 31" (6'-3" Post Spacing)	Guard Rail Fransicions (Double Frine Beam) Guard Pail End Treatment MASH (TL-2 Elared)				'pe 3)		nce			(<i>د</i>		bed Finish)	cial Finish)		tted)	ast-in-Place)	
	DESCRIPTION	f Bridge (Timber E	xcavation	ut Guard Rail - 31 ⁻	Guard Rail Fransicions (Double Frire Beam) Guard Pail End Treatment, MASH (TL-3 Elari	Bibran (10 lb. 12" Thick)	Riprap (30 lb, 18" Thick)	Fabric	Object Marker Assembly (Type 3)	Precast Concrete Piles (16")	Dynamic Monitoring Assistance	Construction Site Survey	Vibration Monitoring	Class A1 Concrete (Slab Span)	Class A1 Concrete (Bent Cap)	Concrete Finish (Class 2 Rubbed Finish)	Concrete Finish (Class 3 Special Finish)	Deformed Reinforcing Steel	Concrete Bridge Railing (Slotted)	Concrete Approach Slabs (Cast-in-Place)	(Poured)
SUMMARY		Removal o	Drainage Excavation	Blocked UI	Guard Rail	Ripran (10	Riprap (30	Geotextile Fabric	Object Ma	Precast Co	Dynamic N	Constructi	Vibration I	Class A1 Ct	Class A1 Ct	Concrete F	Concrete F	Deformed	Concrete E	Concrete /	Joint Seal (Poured)
S I S	ITEM	202-02-00010	203-02-00100	704-03-00200	704 10 00200	711-01-00120	711-01-03020	711-04-00100	729-16-00300	804-01-00300	804-14-00100	804-17-00100	804-18-00100	805-01-00100	805-01-00300	805-18-00100	805-18-00200	806-01-00100	810-01-00200	813-01-00100	815-03-00300



SHALL BECOME

REMOVED FROM SITE CONTRACTOR AND

BE REMOVED AT NO

2,114 -4.42 3.19 0.00 0.94 500 PREDICTED SCOUR MAXIMUM LOCAL SCOUR DEPTH (FT) CONTRACTION SCOUR DEPTH (FT) FLOOD FREQUENCY (YEARS) ABUTMENT SCOUR DEPTH (FT) DISCHARGE (FT³/S) BRIDGE SCOUR ELEVATION (FT/NAVD88)* 60 FT. BRIDGE PROPOSED STRUCTURE 2,114 8.10 6.43 500 0.00 329 HYDRAULIC INFORMATION 60 FT. BRIDGE PROPOSED STRUCTURE 1,538 7.52 4.68 100 0.00 329 6.43 1.87 DESIGN YEAR 25 60 FT. BRIDGE PROPOSED STRUCTURE 1,099 6.96 0.00 3.57 309 DESIGN YEAR 25 50 FT. BRIDGE EXISTING STRUCTURE 1,099 7.09 6.15 0.08 179 AREA OF OPENING (FT² DRAINAGE AREA (MI²) BASIN SLOPE (FT/MI) FLOOD FREQUENCY (YEARS) AVERAGE VELOCITY DISCHARGE (FT³/S) **BACKWATER (FT)** (FT/NAVD88) STRUCTURE D.W.S. ELEV. SIZE & TYPE (FT/S)

St. Tammany Parish Department of Public Works Depositions (985) 988-2552 Phone: (985) 988-252 F-mail: eng@stpgov.org

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GENERAL BRIDGE PLAN BFVCK KIAEK DK BKIDCE

STA. 103+05 TO STA.

103+65

130 845

845

RECALL NO. 620109

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SLAB/DECK FASCIA

BRIDGE RAILING

975

845

GENERAL TOTAL

NOTE: SEE SHEET 208 FOR DETAILS AND APPLICATION OF SURFACE FINISH

LOCATION

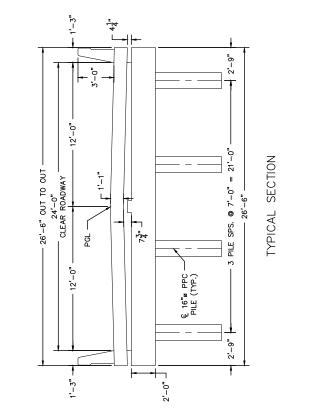
CLASS 3, SPECIAL (SQ. FT.)

CLASS 2, RUBBED (SQ. FT.)

STRUCTURE COMPONENT

SUMMARY OF SURFACE FINISH QUANTITIES

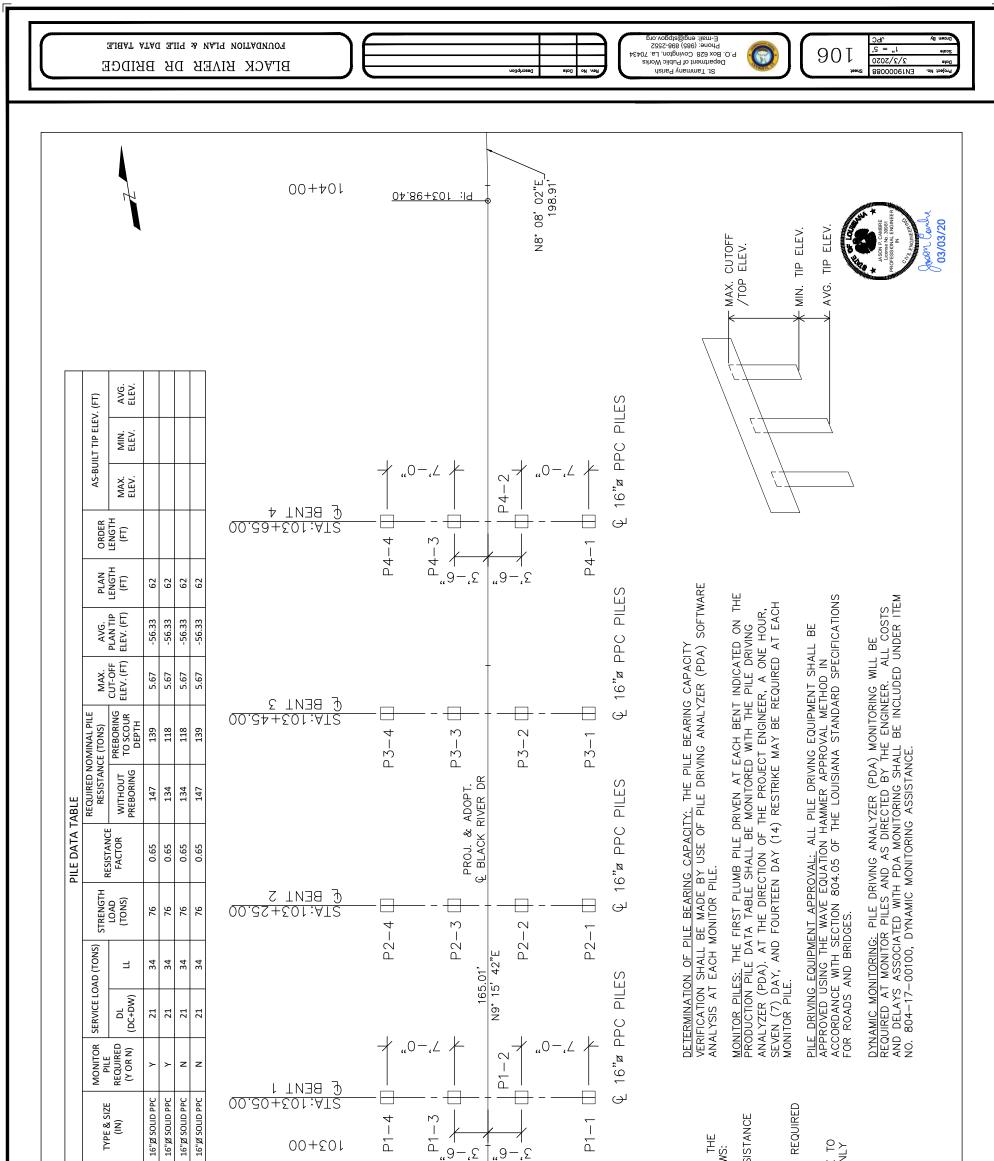




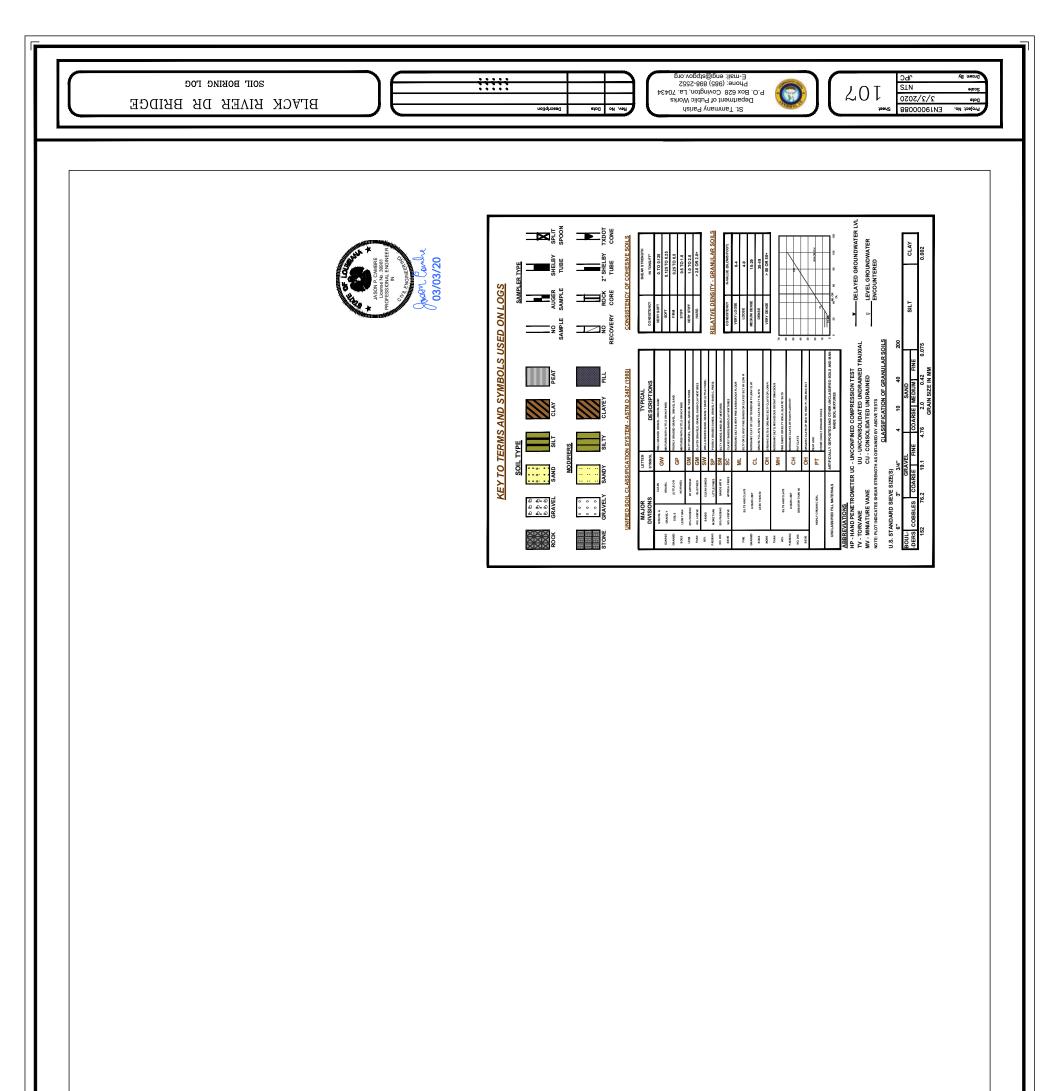
*MINIMUM TOTAL SCOUR DEPTH OF 5.0 FT USED TO CALCULATE BRIDGE SCOUR ELEVATION

90T NTS 872/2020

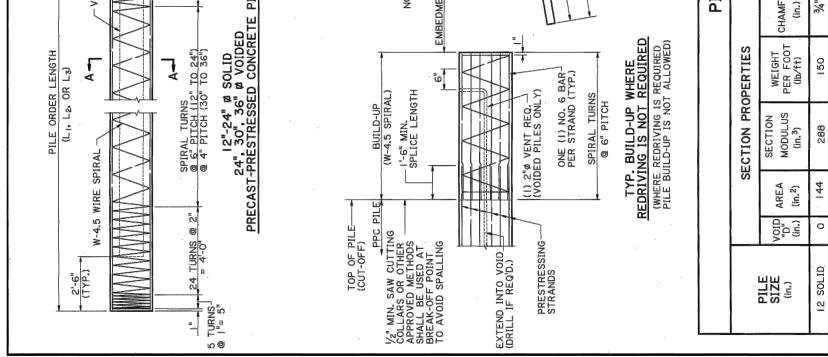
- PROPERTY OF THE CONTRACTOR AND WILL BE DISPOSED OF BEYOND THE LIMITS OF THE R/W IN A LAWFUL MATERIAL FROM EXISTING BRIDGE MANNER. <u>.</u>.
- IN A LAWFUL MANNER. NO BURNING SHALL BE ALLOWED WILL BE DISPOSED OF BEYOND THE LIMITS OF THE R/W VEGETATIVE MATERIAL AND DEBRIS SHALL BECOME PROPERTY OF THE ON THE JOB SITE. с.
- EXISTING PILES ARE TO BE CUT OFF ONE FOOT BELOW DATE OF CONSTRUCTION REQUIRED AT EACH END OF FINISHED GRADE. ANY PILES INTERFERING WITH THE BRIDGE. SEE STANDARD DETAIL YP-01, SHEET 210. UTILITIES TO BE RELOCATED BY OTHERS. 4. ы. С m.
 - INSTALLATION OF NEW PILES WILL DIRECT COST.



APPROX. LOCATION OF B-1 REWT NO. 51747004 REWT NO. 5174704 REWT NO. 5174704 2 103-455 4 1 1 2 103-455 4 1 1 2 103-455 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1



CONTROL		CGRPTION BY	SEC OKDEK DES		8	TTE .			CCS-SI					0.2.5	B		BDINGT 0	STRUCTURAL DESIGN
GENERAL NOTES AASHTO LRFD BRIDGE DESIGN SPECIFIC/ 2013 INTERIMS. E CONTRACTOR SHALL DESIGN AND SUBMI ITH A MINIMUM COMPRESSIVE CYLINDER ITH A MINIMUM COMPRESSIVE CYLINDER CONCRETE STRENGTH AT THE TIME OF TI ALL BE 4500 PSI OR GREATER. BUILD-UP CONCRETE SHALL MEET OR EXO ENTS OF THE ORIGINAL PILE, BUILT UP OUTREMENTS SHALL BE REMOVED AND REI DUIREMENTS SHALL BE REMOVED AND REI PRETENSIONED REINFORCEMENT SHALL LOW-RELAXATION STRANDS GRADE 270 A RENTS OF AASHTO M203. AN INITIAL APPLIED TO EACH STRAND.	STEEL BARS, GRADE 60 AND SHALL MEET THE REQUIREMENTS OF AASHTO M31. SPIRAL REINFORCING STEEL: SPIRAL REINFORCEMENT SHALL BE SIZE W-4.5 COLD-DRAWN STEEL WIRE AND SHALL CONFORM TO AASHTO M 32M. EABRICATION TOLERANCES: MANUFACTURE OF THE PILING AND FABRICATION TOLERANCES SHALL BE IN ACCORDANCE WITH THE "MANUAL FOR QUALITY CON- TROL FOR PLANTS AND PRODUCTION OF STRUCTURAL PRECAST CONCRETE PRO- DUCTS (MNL-116, LATEST EDITION) PUBLISHED BY PCI, AND THE DRAFT DETAIL SHOWN BELOW.	CHAMEERS AND CORNERS. ON PILES 18" # OR SMALLER, ALL EXPOSED CON- CRETE CORNERS ARE TO HAVE 34" CHAMFERS. ON PILES 20" # OR LARGER. ALL EXPOSED CONCRETE CORNERS ARE TO HAVE 11/2" CHAMFERS. A 1" RADIUS CURVE WILL BE PERMITTED IN LIEU OF CHAMFERS SHOWN ABOVE. HOWEVER, ALL PILES FURNISHED SHALL BE OF THE SAME CONFIGURATION. PICK-UP AND HANDLING. LOADING CRITERIA ARE BASED ON CAREFUL HANDLING OF THE PILE IS IN VERTICAL DOF THE RILG SHALL BE PREVENTED UN- TIL THE PILE IS IN VERTICAL POSITION.	POINTS FOR ALL THE FOR STORAGE SHAL SUPPORT PILE AT O	PILES SHALL BE MADE AT A CENTRAL PLANT AND BE TRANSPORTED TO THE BRIDGE SITE. BEFORE TRANSPORTATION, ALL PRESTRESSED PILING SHALL BE HELD AT THE PLANT FOR 14 DAYS AFTER CASTING AND SHALL ATTAIN A MINIMUM COMPRESSIVE STRENGTH OF 6000 PSI.	PICK-UP POINTS SHOWN MAY BE MODIFIED FOR TRANSPORTATION PURPOSES, PROVIDED THE PILE STRESSES ARE IN ACCORDANCE WITH THE DESIGN CRITERIA. ANY SUPPORT CONFIGURATION DIFFERING FROM THOSE SHOWN ON THIS PLAN SHALL REQUIRE STAMPED AND SIGNED CALCULATIONS TO BE SENT TO THE BRIDGE DESIGN ENGINEER FOR REVIEW.	PILES REQUIRING THREE PICK-UP POINTS AND TRUCK TRANSPORTATION SHALL REQUIRE PIVOTING SPREADER BEAMS THAT PROVIDE FOUR POINTS OF SUPPORT TO THE PILE, RESULTING IN PILE STRESSES WITHIN DESIGN CRITERIA. THE TRUCK TRANSPORT SUPPORT POINTS SHALL BE SENT TO THE BRIDGE DESIGN	ALL EMBEDDED LIFTING LOOPS SHALL BE PROVIDED WITH 2" DEEP FOAM BLOCK- ALL EMBEDDED LIFTING LOOPS SHALL BE PROVIDED WITH 2" DEEP FOAM BLOCK- OUTS. PRIOR TO TRANSPORT, LIFTING LOOPS SHALL BE REMOVED TO PROVIDE 2" MINIMUM CLEAR COVER, THE REMAINING CAVITIES SHALL BE CLEAR OF ALL SLAG AND LOOSE MATERIAL, AND THEN FILLED WITH A PATCHING MATERIAL FROM OPL NO.49. THE PATCHING MATERIAL MUST MEET OR EXCEED PILE CON- CRETE REQUIREMENTS FOR STRENGTH AND PERMEABILITY.	<u>VENT HOLES.</u> FOR VOIDED PILES THAT REQUIRE BUILD-UP OR CUT-OFF, THE VENT HOLES SHALL BE RE-ESTABLISHED AT 6" BELOW THE BOTTOM OF	"CUT OFF" AND "BUILD-UP" PILE	SHOP DRAWINGS: ANY DEVIATION FROM THE DETAILS SHOWN ON THIS SHEET, OR ANY DESIGN CHANGES MADE TO THE PILES SHALL REQUIRE SHOP DRAWINGS TO BE SURMITTED TO THE MERDEE DESIGN FNGINEER FOR REVIEW AND APPRO-	O FABRICATION. HANDLING STRESSES: THE MAXIMUM LENGTHS FOR PICK-UP	LOWING AASHTO LRFD STRESSES FOR	ALLOWABLE TENSILE STRESS (ksi): 0.19 Vfc ALLOWABLE COMPRESSIVE STRESS (ksi): 0.45fc	0.7 ksi	A THE	Linear by 230%	ALL DETAILS VIGNOR ALL DETAILS	0 SCAL
3."* FOR 12" & 14" PIA. STRANDS CLR. PACED DIA. SPIRAL SECTION A-A SECTION A-A		Der CAP	41F		L3 0.35L3 0.15L3	3-POINT PICK-UP	A COLIFIC AND A COLIFICATION A CO	Concern Concerned		These standard plans have been properly examined by me, the undersigned professional engineer. I have determined	that these plans comply with all applicable codes and have been properly adapted to use on this project.		MAX. ALLOWABLE DRAFT				CENTERLINE	DRAFT DETAIL
^{1/2} " DIA. STRANDS EQ. SPACED LR. Construction LR. Construction DIA. "D"		<u></u>	VOIDED PILES ONLY)		-3 0.35L3	т В С	NCE.			LENGTH (ft)	L3 105.0	130.4	136.7	142.5	172.0	183.2	212.5	237.9
		2" & VENT	VOIDED PI		0.21L2 0.15L3		LS KE PRECEDEN ERE APPLICAN			CASTING LEN	L2 76 0	93.4	95.7	102.7	122.7	131.4	152.6	1 / 0.9
<u> </u>				\prec	0.58L2	NT PICK-UP	UP DETAILS JP SHALL TAKE PICK-UP WHERE		LAYOUTS	MAX. C/	L I K F R	66.0	67.6	72.0	86.7	92.9	107.8	120.6
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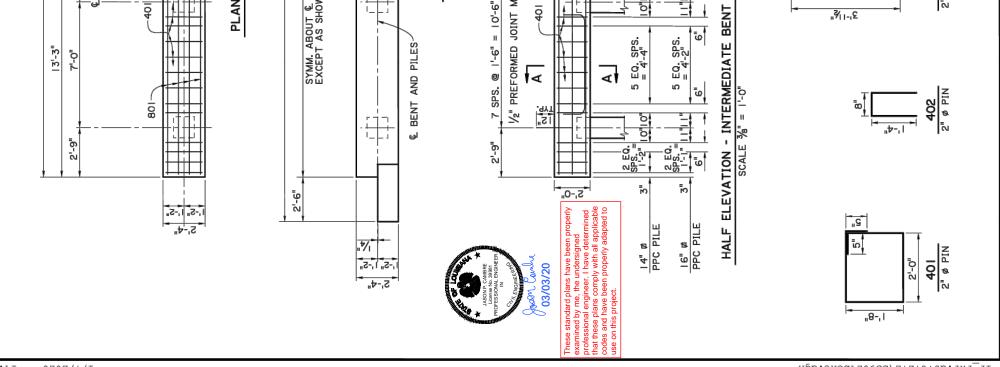
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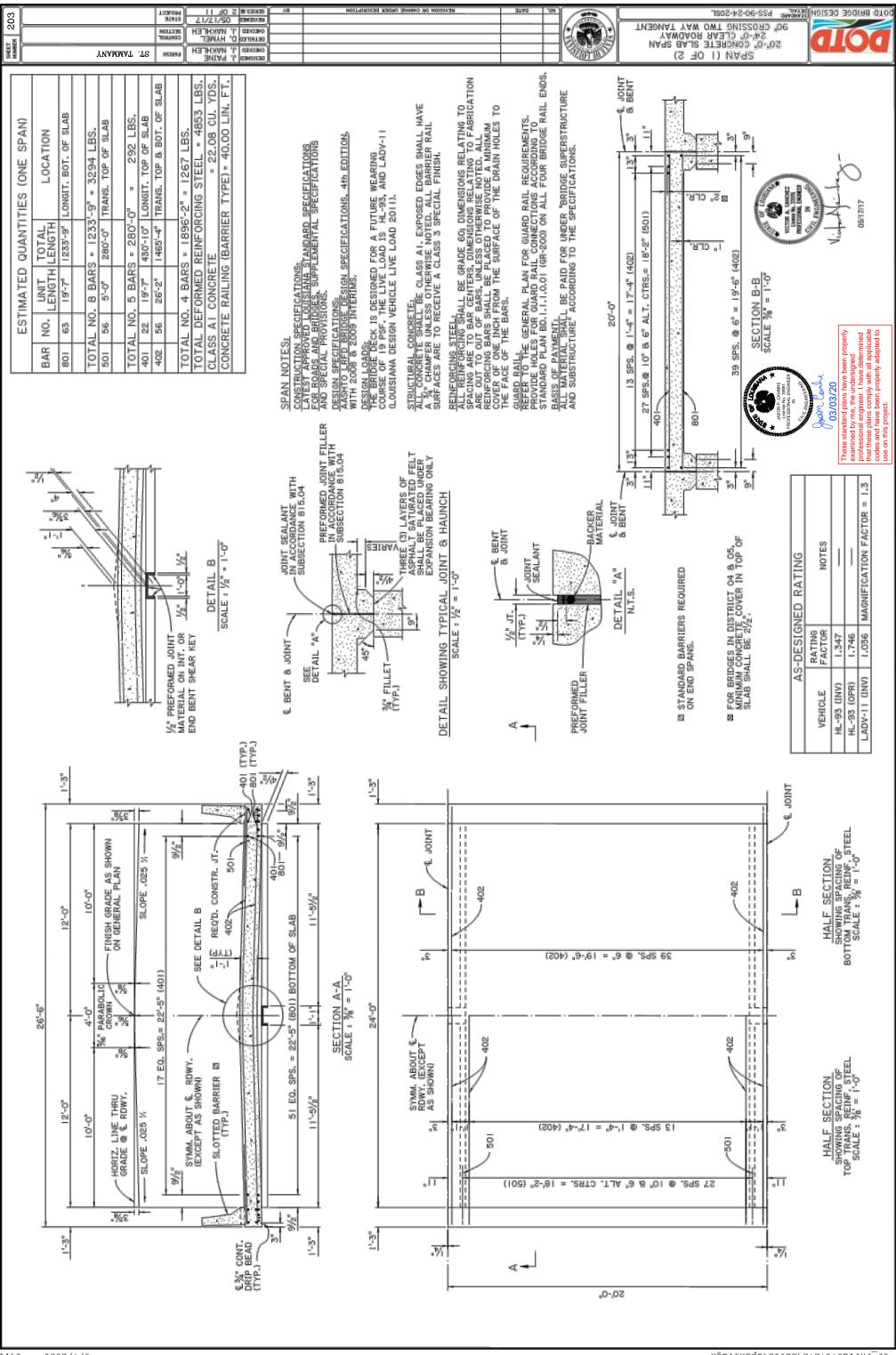
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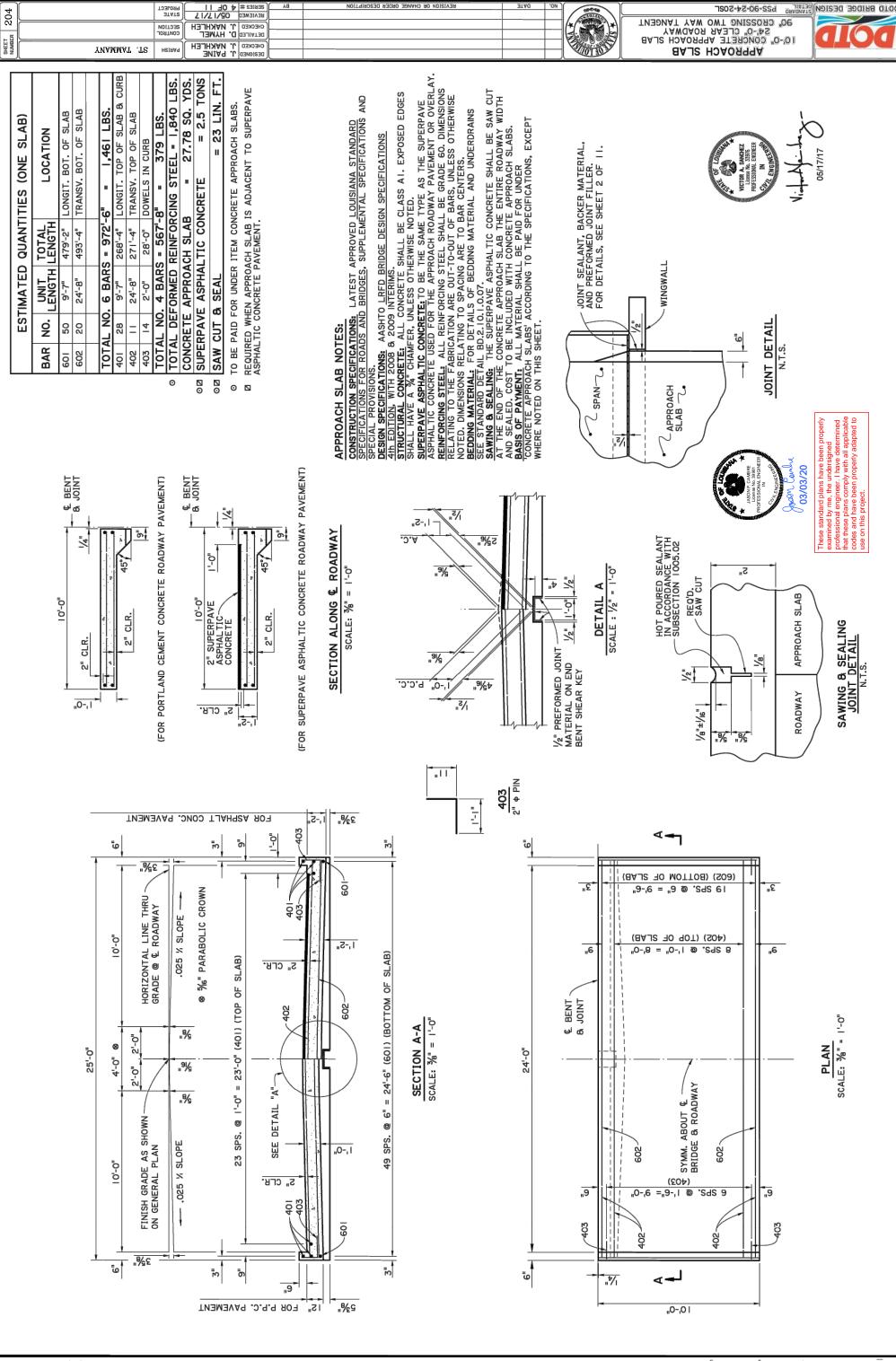
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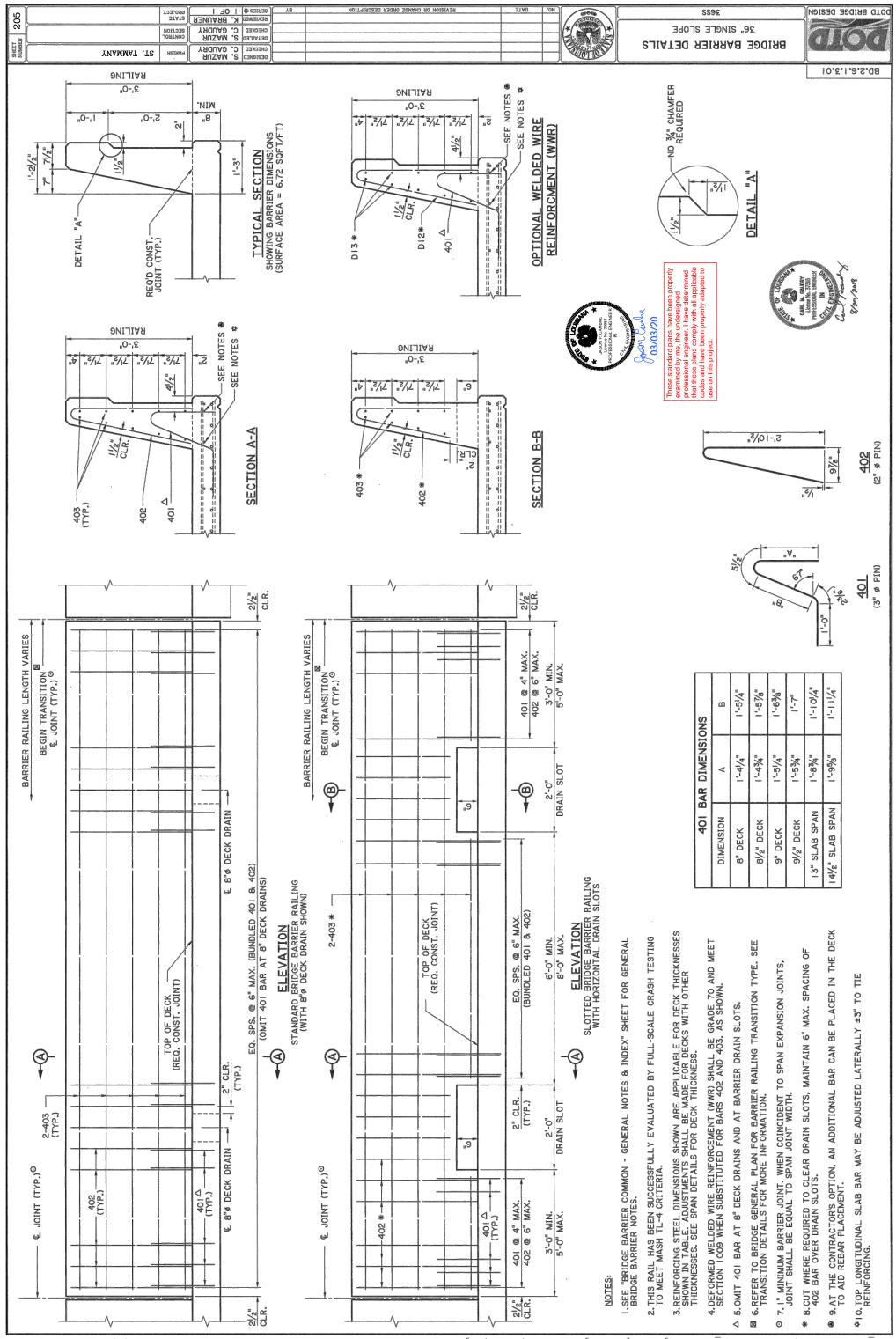
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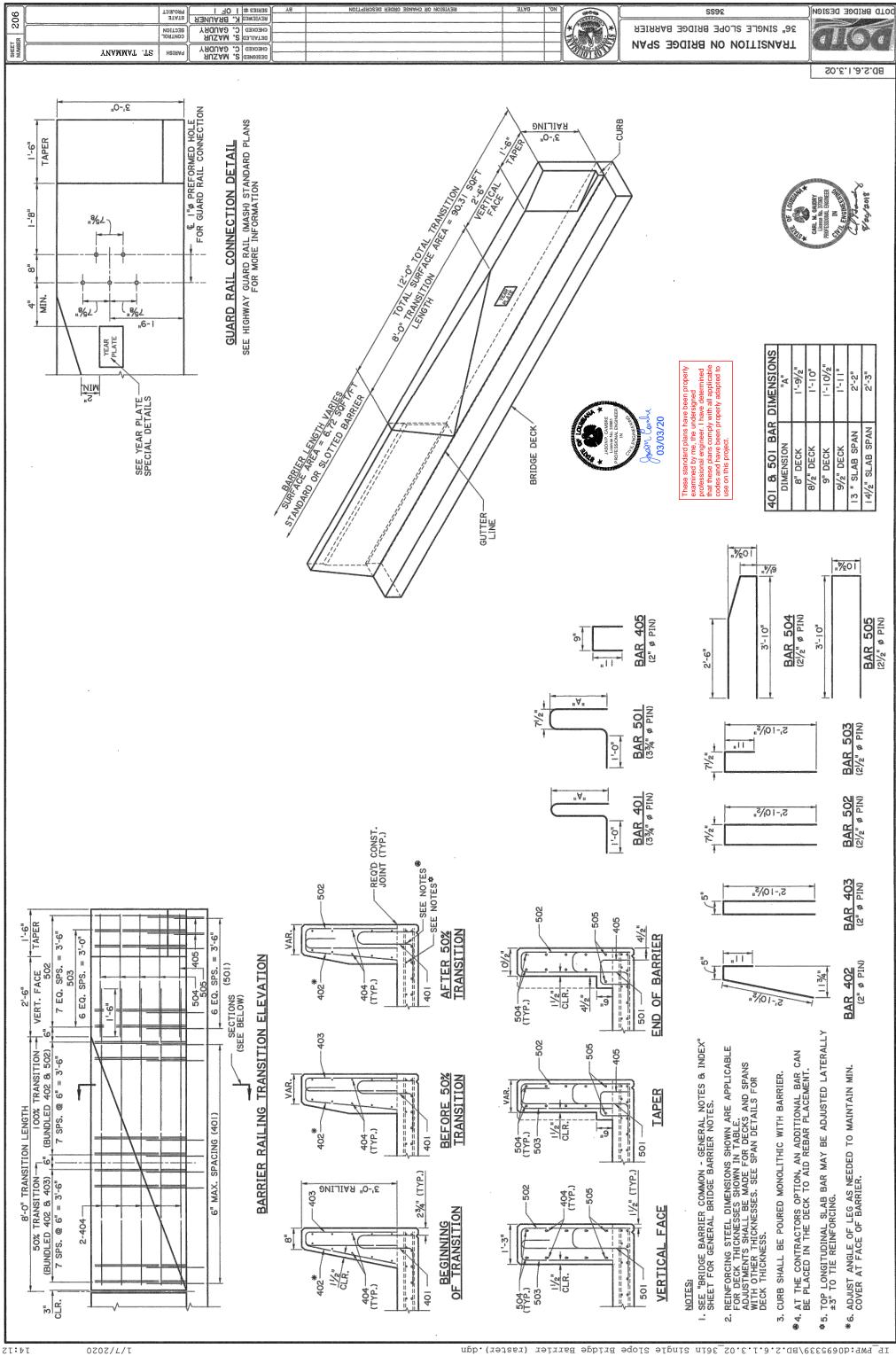
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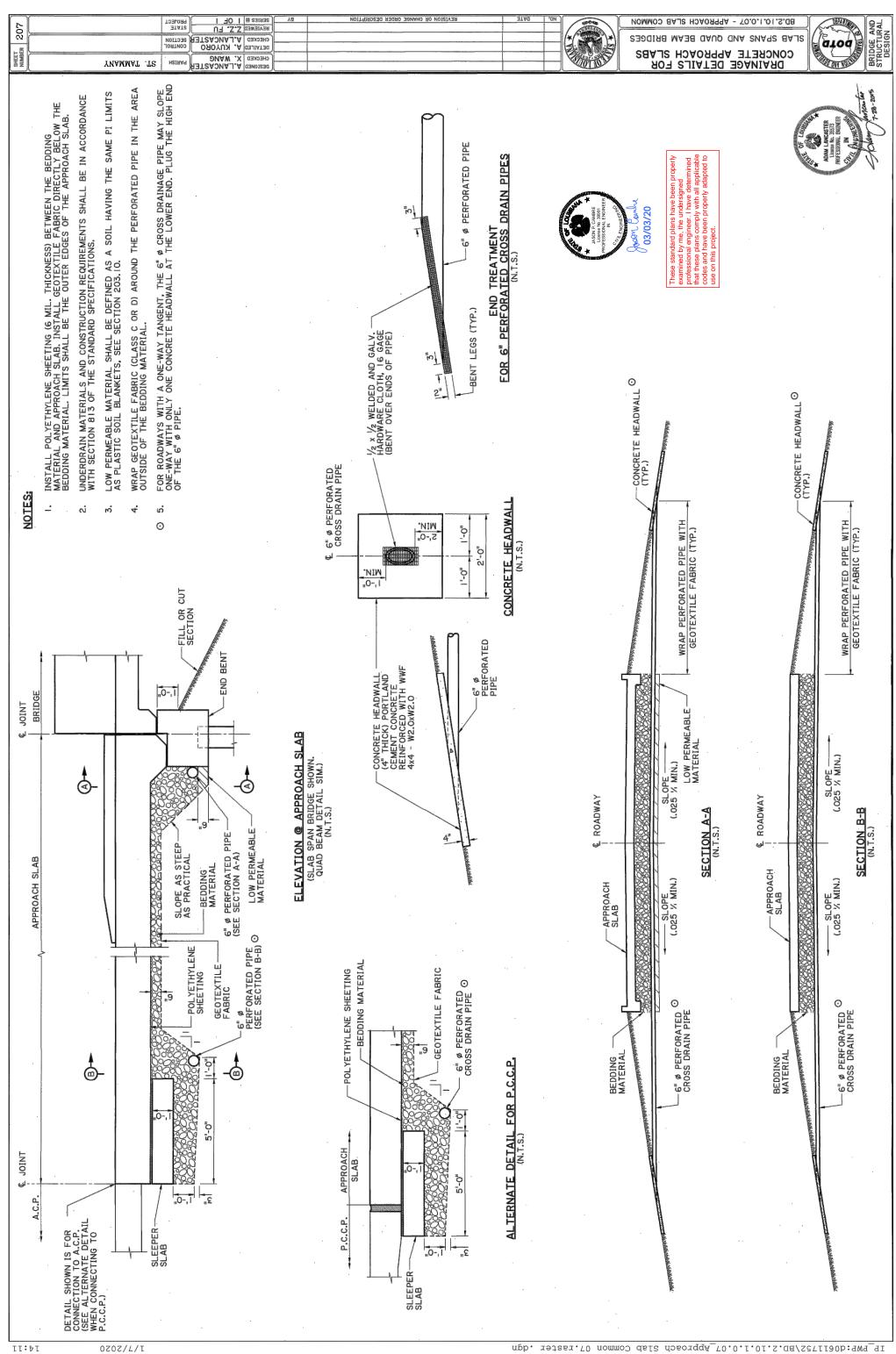
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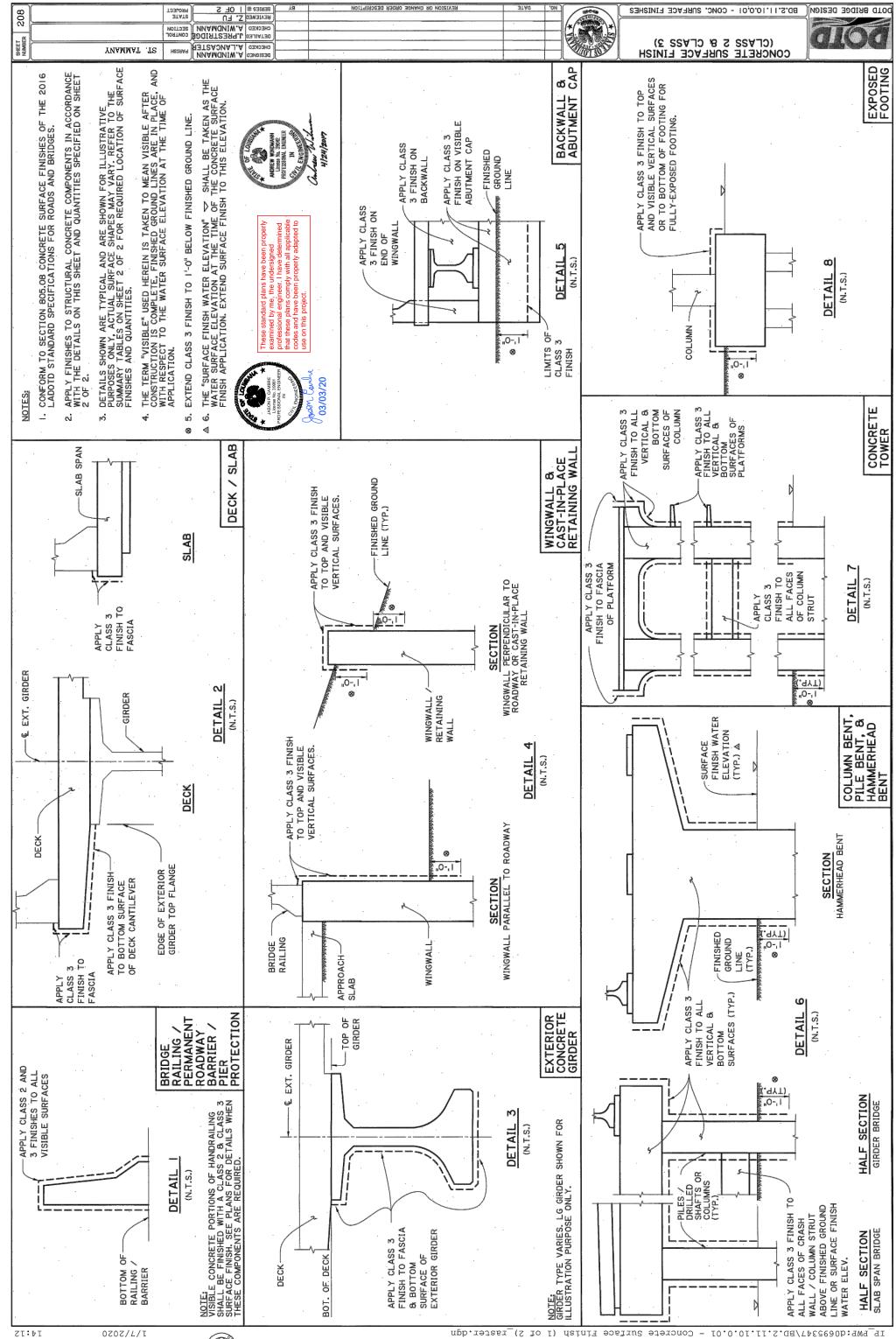
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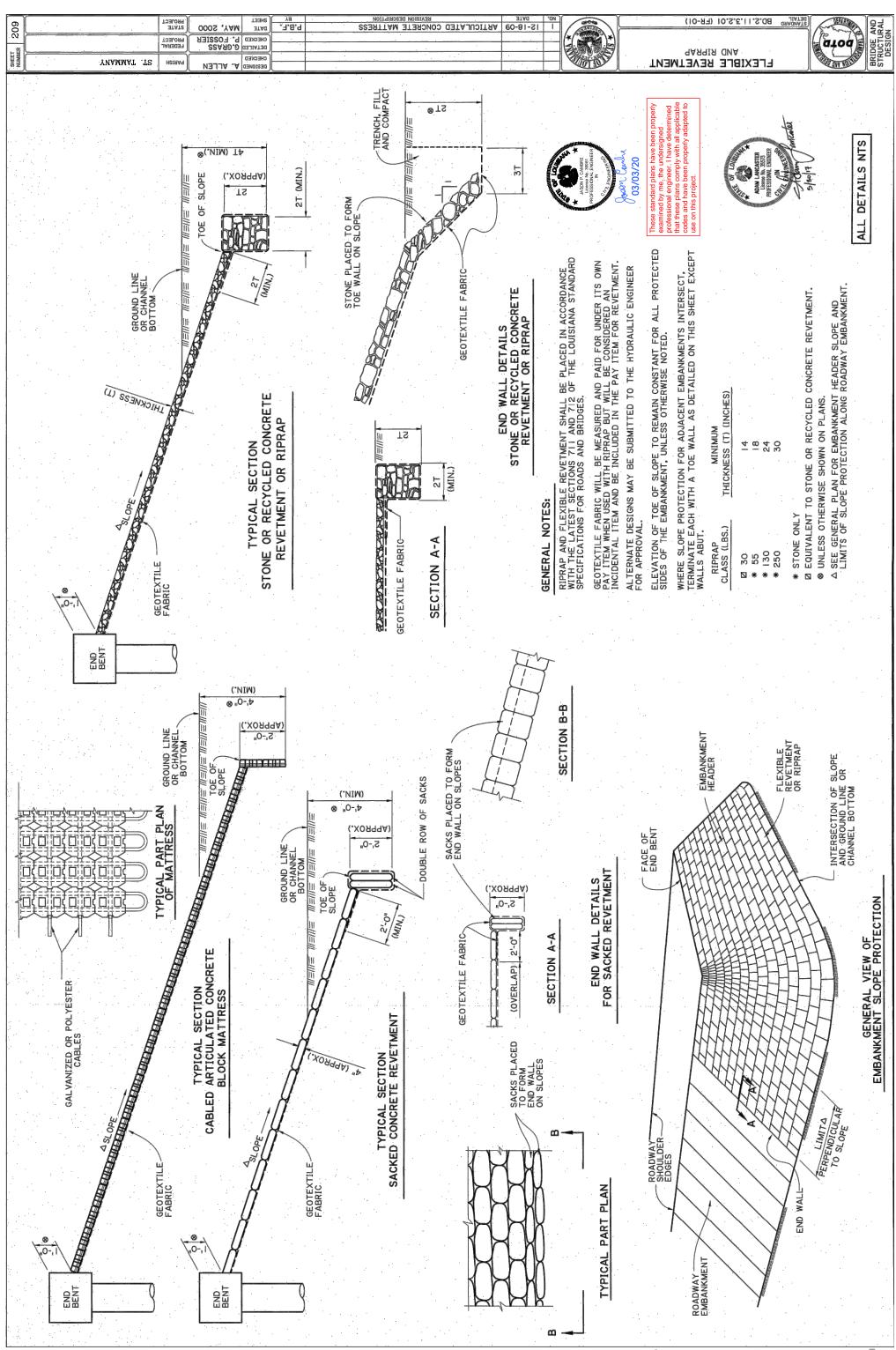
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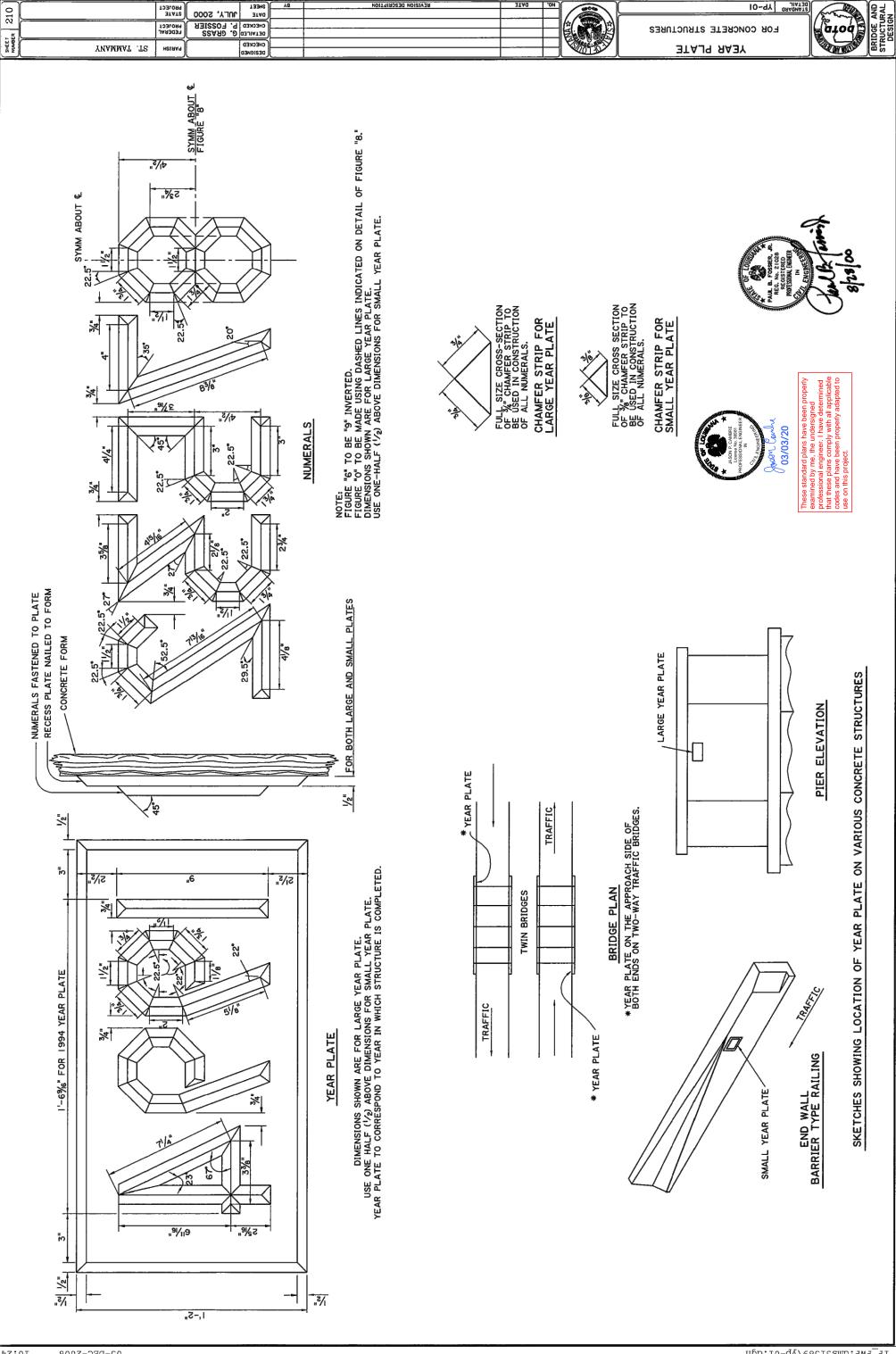
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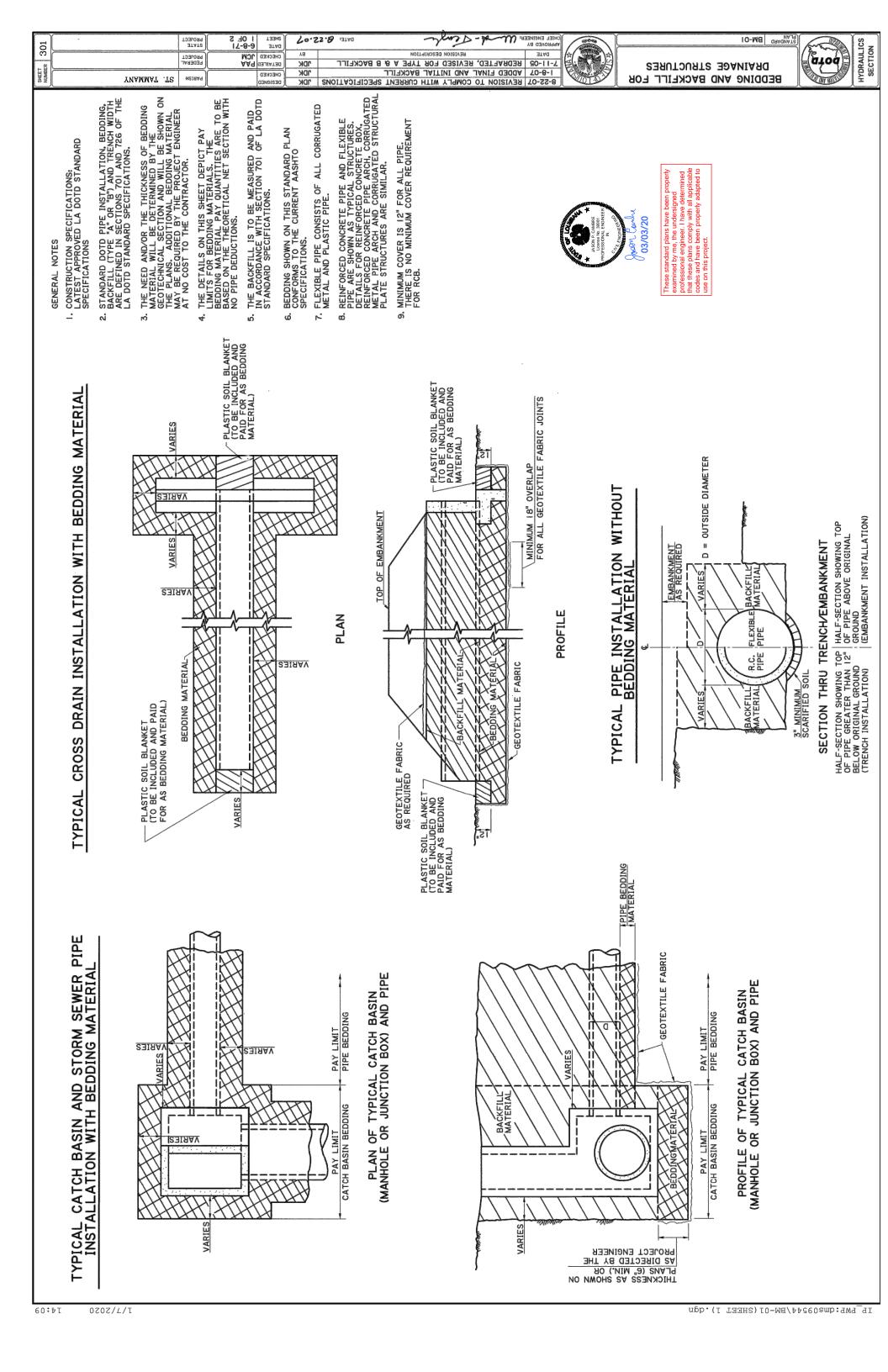
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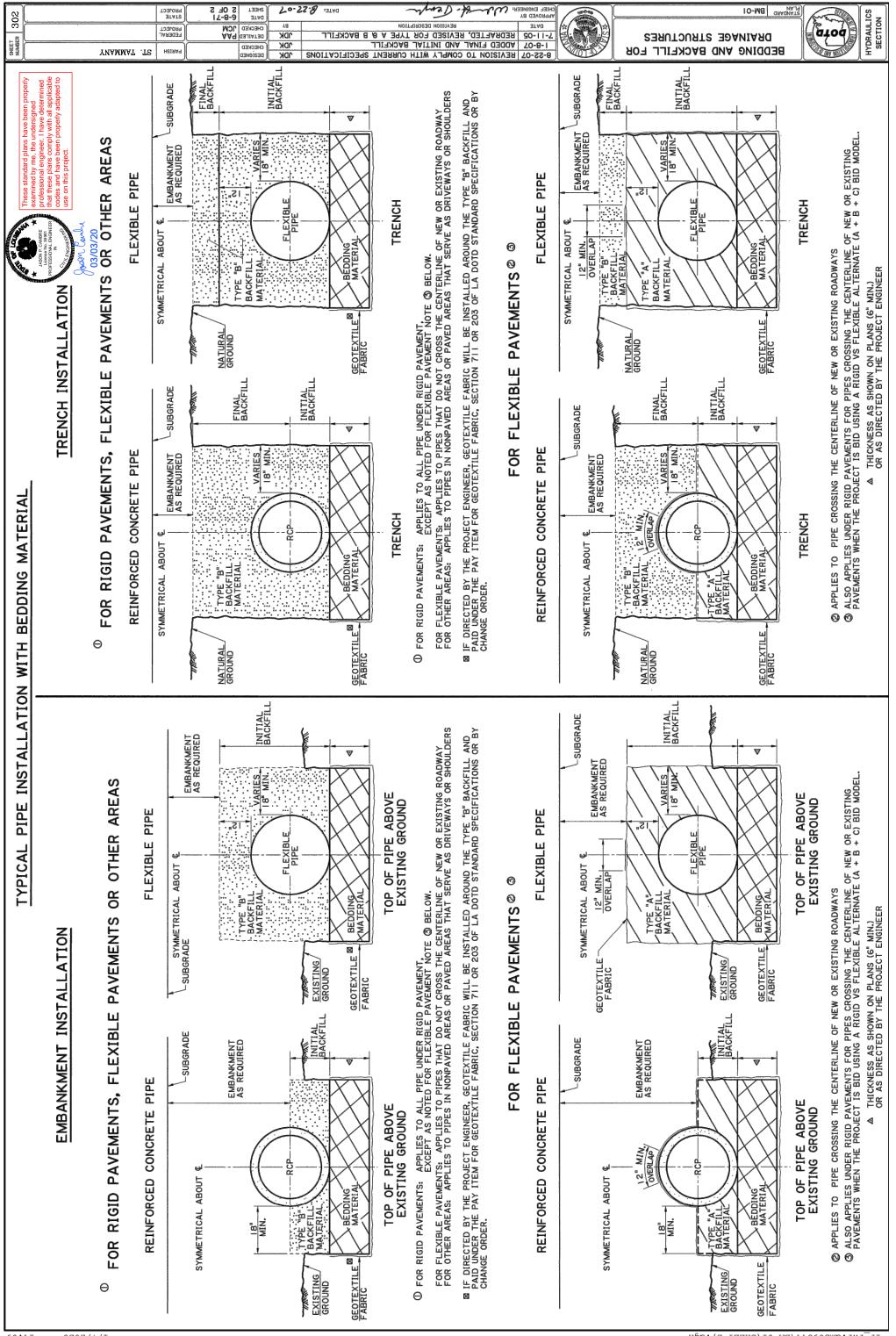
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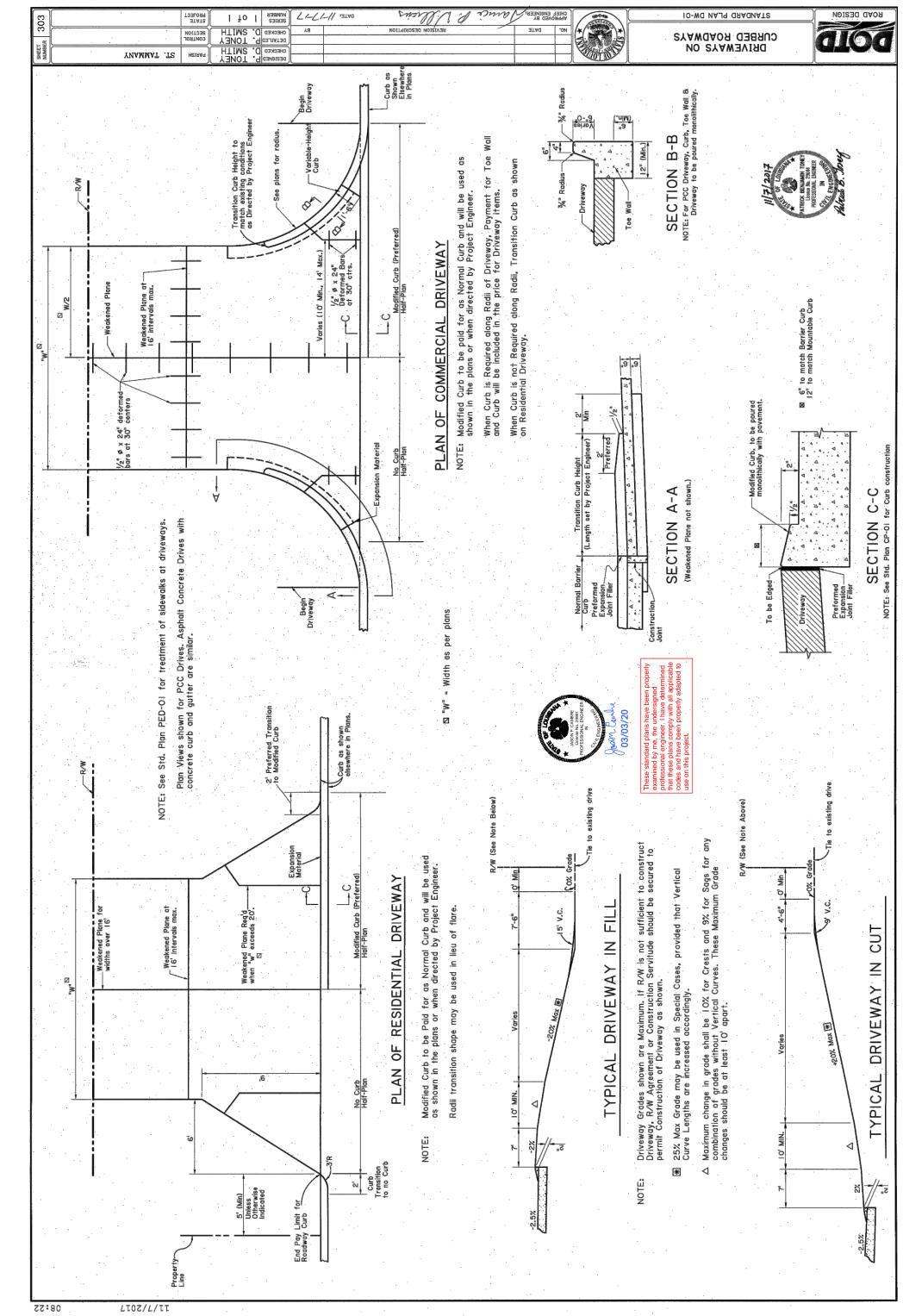
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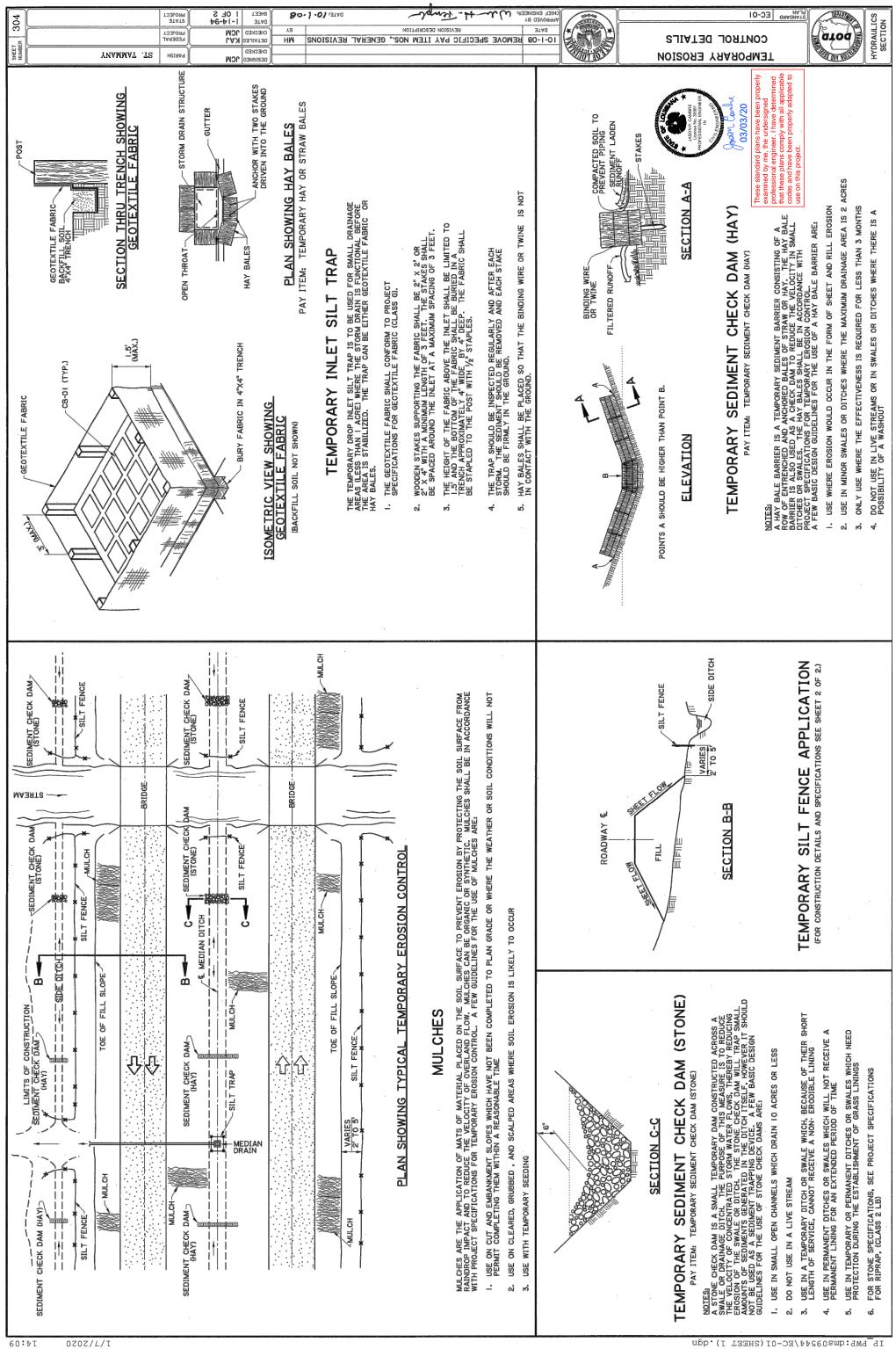




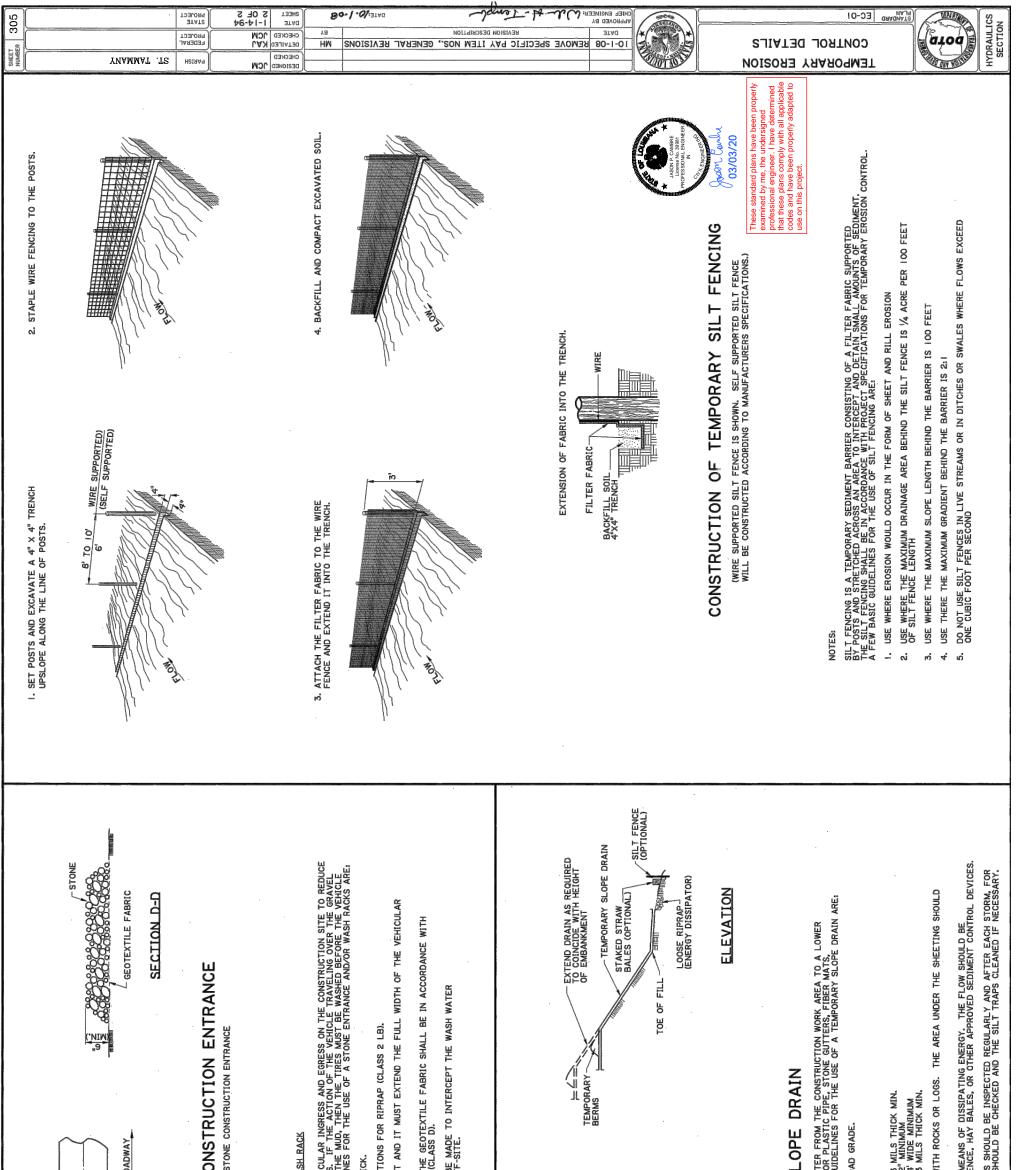
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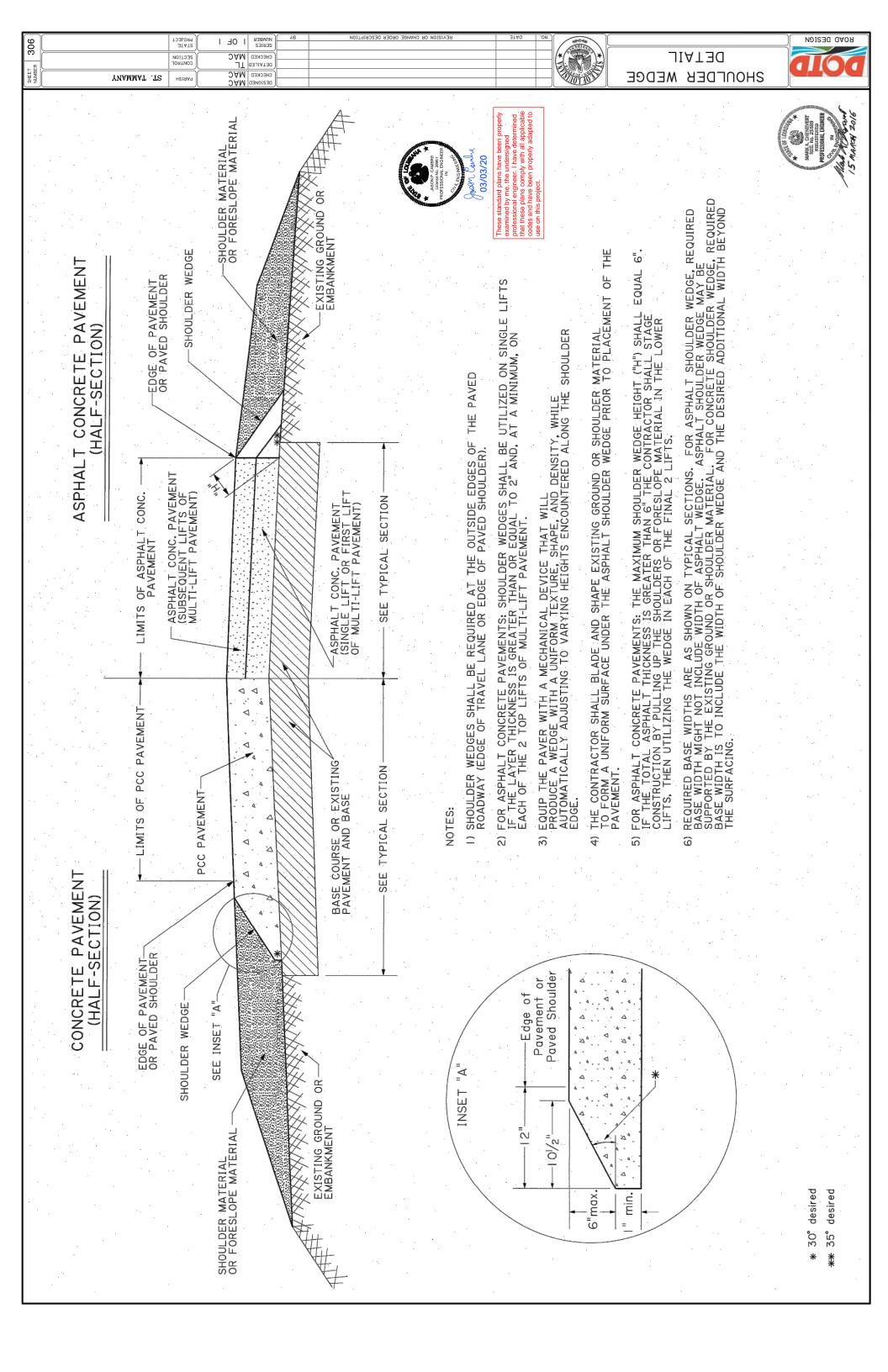




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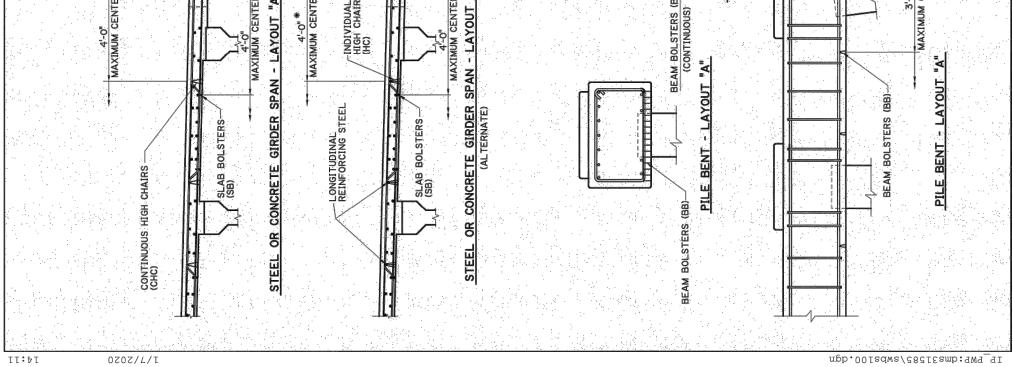


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	CHAIRS (CHC) CHAIRS (CHC) CENTERS ENTERS S" MAX. FROM & JOINT) S" MAX. FROM & JOINT) SLAB BOLSTER (SB) OR BEAM BOLSTER (BB) OR BEAM BOLSTER (BB) OR BEAM BOLSTER (BB) OR BEAM - LAYOUT "A"	TEEL TEEL SLAB BOLSTER (SB) BEAM BOLSTER (SB) BEAM BOLSTER (BB) (ALTERNATE)		COLUMN BENT

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The Standard Rev. derg affor the plane and the manufacturent drawing is antificiently calcial of fand clana Extension Color AT Burry. The General control is the plane of the bland of the bl	I. INSTALLATION: Construct guararam in accordance with specification section 104.
weition 2. COMPATIBILITY: The time top of the Ponel (components included on components included on components included on components included on conversions of the AX3 (<u>ILLP://www.goshloff13</u>) weition 3. STANDARD COMPONE conversions of the AX3 (<u>ILLP://www.goshloff13</u>) ys 3. STANDARD COMPONE conversions of the AX3 (<u>ILLP://www.goshloff13</u>) ys 3. STANDARD COMPONE conversions of the AX3 (<u>ILLP://www.goshloff13</u>) ys 3. STANDARD COMPONE conversions of the AX3 (<u>ILLP://www.goshloff13</u>) ys 4. BUTTON-HEAD BOLTS: In this time conversions of the evolution Section between the time conversions of the evolution Section Sec	the plans and the manufacturers' drawings is sufficiently detailed for installation of General Guardrail, ment assemblies and their connecting options shown herein
2. COMPATIBILITY: The 2. COMPATIBILITY: The ratelel and Flared 3. STANDARD COMPONE ratelel and Flared 3. STANDARD COMPONE ys BUTTON-HEAD BOLTS: In	
ralel and Flared 3. STANDARD COMPONE realel and Flared 3. STANDARD COMPONE 95 5. HEX-HEAD BOLT: Iwoshers under nuts; wortherwise shown in this worther wise shown in this worther wise shown in this worther worther wise shown in this worther worthe	2. COMPATIBILITY: The General Guardrail in this Index is based on the Midwest Guardrail System (MGS) design, with a 31" height at the top of the Panel (2'-1" mounting height at Q of Panel) and a midspan panel splice as shown on Sheet 2. Guardrail
arallel and Flared 3. STANDARD COMPONE vs 5. FLX-HEAD BOLT: vs conversions of the ASS (http://www.aashtothf13 vs TL-3 vs cherwise shown in this washers under nuts; we other wise shown in this section TL-3 6. INCIDENTAL PANNG: TL-2 5. HEX-HEAD BOLTS: In of Specification Section Gillion and Carlor Section 6. INCIDENTAL PANNG: TL-2 7. ADJACENT SIDEWALK: use timber posts, or us When timber posts, or us When timber posts, or us When End Treatment posts, or us When End Treatment posts, or us When End Treatment posts Gillion and Concrete BS CONNECTION TO RIGI Railing and Concrete BS Gillion and Concrete BS CONNECTION TO RIGI Railing and Concrete BS	, which are compatible with these plans, may also be identified as 31 of MGS Guarafall.
 4. BUTTON-HEAD BOLTS worshers under nuts: worshers under nuts:	3. STANDARD COMPONENTS: Standard guardrail components, including posts, panels, and bolt systems, are based upon English unit conversions of the AASHTO-ACC-APTRA loint Committee Task Force 13 Panort: A Cuide to Standardized Hickward Parrier Hardward
 4. BUTTON-HEAD BOLT: washers under nuts: washers under nu	- אווידא סטוון לטוווווניפפ ומא רטוכי וט ופרטון. א סטומי וט טומים מובים ווטוושטע בטוווין פון אישים פ <u>er-Hardware.php</u>).
 washers under nuts: we otherwise shown in this 5. HEX-HEAD BOLTS: It of Specification Section Sectio	Button—Head Bolts where indicated using bolts, nuts, and washers as defined on Sheet 22. Place
 5. HEX-HEAD BOLTS: In of Specification Section Sectin Section Section Section Section Section Section Section Sec	washers under nuts; washers are optional against steel flanges. Do not place washers between bolt heads and panels, except where
HEAD BOLTS: Ir cification Section ACENT AL PAVING: ACENT SIDEWALK: mber posts, or us timber posts, or us timber posts, or us timber posts are post bolts 15" is 15" post bolts 15" is 15" post bolts 15" is 15" post bolts 15" is 15" post bolts 15" is to conflicting the and Concrete Bd the available panal the available panal	
DENTAL PAVING: ACENT SIDEWALK: mber posts, or us timber posts, or us post bolts 15" jost bolts 15" ind Treatment po tent segment. Tel and Concrete Bd and Concrete Bd t conflicting with UNECTION TO EXIS and height over a the available pana	5. HEX-HEAD BOLTS: Install Hex-Head Bolts where indicated using bolts, nuts, and washers in accordance with material properties of Specification Section 1010.10. Place washers under nuts; washers are optional against steel flanges.
ACENT SIDEWALK: mber posts, or us timber posts, or us post bolts 15" jost bolts 15" ind Treatment po tent segment. Tel INECTION TO RIGI and Concrete Bo and Concrete Bo t conflicting with NECTION TO EXIS and height over a the available pana	Install Incidental Pavement where indicated in accordance with Specification Section 706.
timber posts are er tightening the post bolts 15" i 15" post bolts 15" i 15" post bolts v 15" post bolts v 10 RCTION TO RIGI and Concrete Bo and Concrete Bo t conflicting with INECTION TO EXIS all height over a the available pan	7. ADJACENT SIDEWALKS & SHARED USE PATHS: When guardrail posts are placed within 4'-0" of a sidewalk or shared use path, use timber posts, or use steel posts only if treated with Pipe Rail.
	used, one of the following safety treatments is required for the bolt(s) protruding from the back face of the
	nut, trim the protruding post bolt flush with the nut and galvanize per Specification Section 1010.10. in length and countersink the washer and nut between 1" and $1/2$ " deep into the back face of the post. with sleeve nuts and washers.
CONNECTION TO RIGII ling and Concrete Bo hout conflicting with CONNECTION TO EXIS connecTION TO EXIS ardrail height over a ng the available pane	When End Treatment posts are within 4'-0" of a sidewalk or shared use path, steel posts are not permitted within the End Treatment segment. Terminate the Pipe Rail outside of End Treatment segments, as noted per Sheet 20.
	8. CONNECTION TO RIGID BARRIER: The connections to Rigid Barrier in this Index only apply to newly constructed bridge Traffic Railing and Concrete Barrier or where the complete Approach Transition Connection to Rigid Barrier shown herein can be installed without conflicting with existing Traffic Railings, structures, or approach slabs.
	9. CONNECTION TO EXISTING GUARDRAIL: Where a transition to existing guardrail at 27" height is required, linearly transition the guardrail height over a distance ranging from $25'-0$ " to $31"-3$ ". Provide an immediate transition to the required midspan splice using the available panel options on Sheet 4 (9'-4 $\frac{1}{2}$ " or $15'-7\frac{1}{2}$ " panel).
10. PLAN CALLOUIS: Begin/End Station labels are shown t callouts specified in the plans.	Station labels are shown throughout this Index as they correspond to the station and offset
11. QUANTITY MEASUREMENT: Measure guardrail and corres length is measured along the centerline of installed Panels following Index Sheets and defined in the plans (typically r approach/trailing ends).	11. QUANTITY MEASUREMENT: Measure guardrail and corresponding components as defined in Specification Section 704. The Cuardrail length is measured along the centerline of installed Panels, between the points labeled Begin/End Guardrail Station shown on the following Index Sheets and defined in the plans (typically measured from the \mathfrak{C} of the panel's post bolt slots at the approach/trailing ends).

JL Tammany Parish Department of Engineering P.O. Box 628 Covington, La. 70434 Prone: (985) 858-2555 Fax: (985) 875-2616

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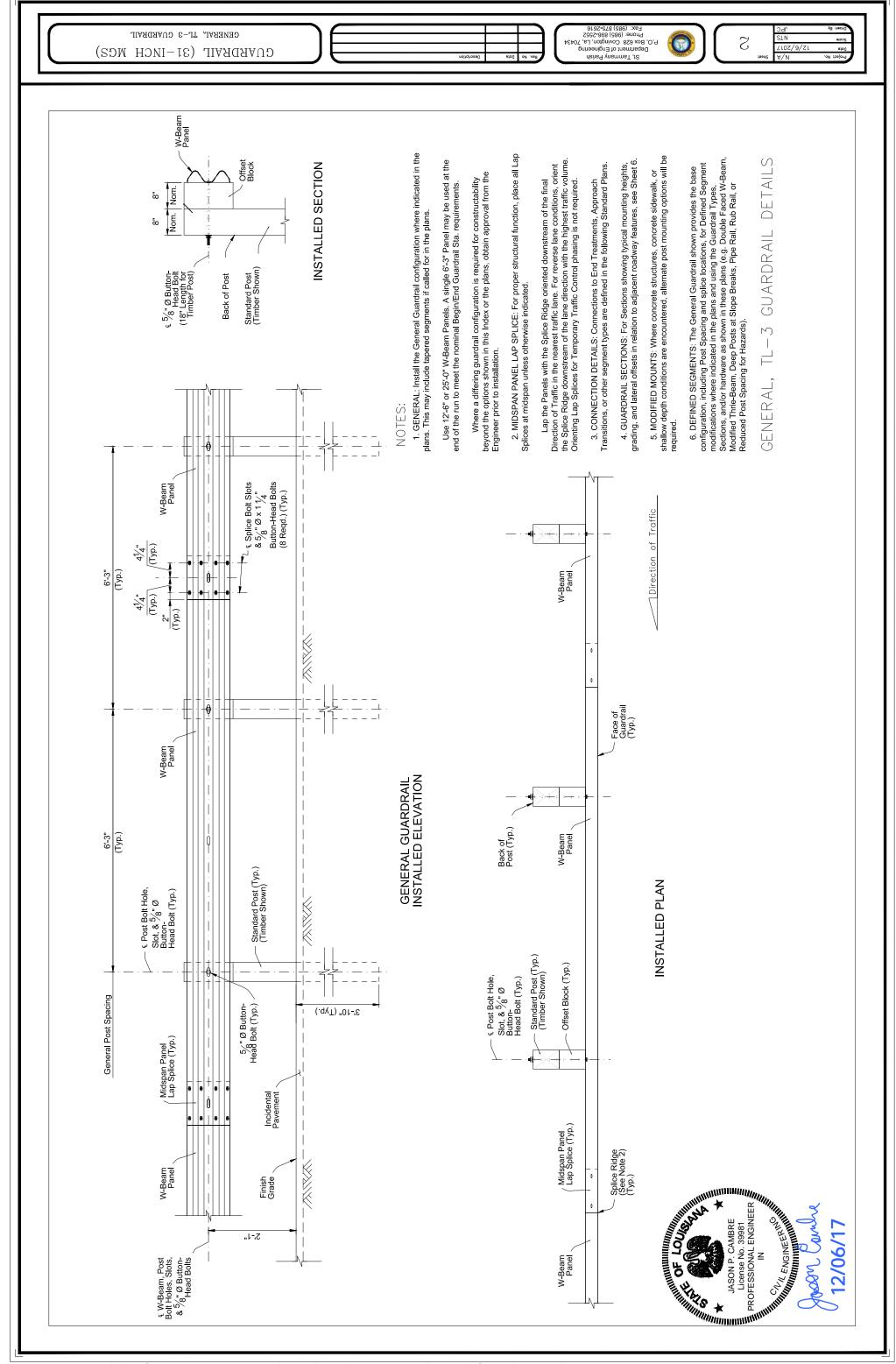
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SHEET NO.	CONTENTS
.	General Notes;
	Sheet List Table
2	General, TL-3 Guardrail - Installed Plan and Elevation
e	Low-Speed, TL-2 Guardrail - Installed Plan and Elevation
4	W-Beam and Thrie-Beam Panel Details
£	Post and Offset Block Details
9	Guardrail Sections - Heights and Adjacent Slopes
7	End Treatment - Approach Terminal Geometry, Parallel and
80	End Treatment - Component Details
6	Trailing End Anchorage
10	Layout for CRT System - Side Roads and Driveways
11	Approach Transition Connection to Rigid Barrier - TL-3
12	Approach Transition Connection to Rigid Barrier - TL-2
13	Other Details

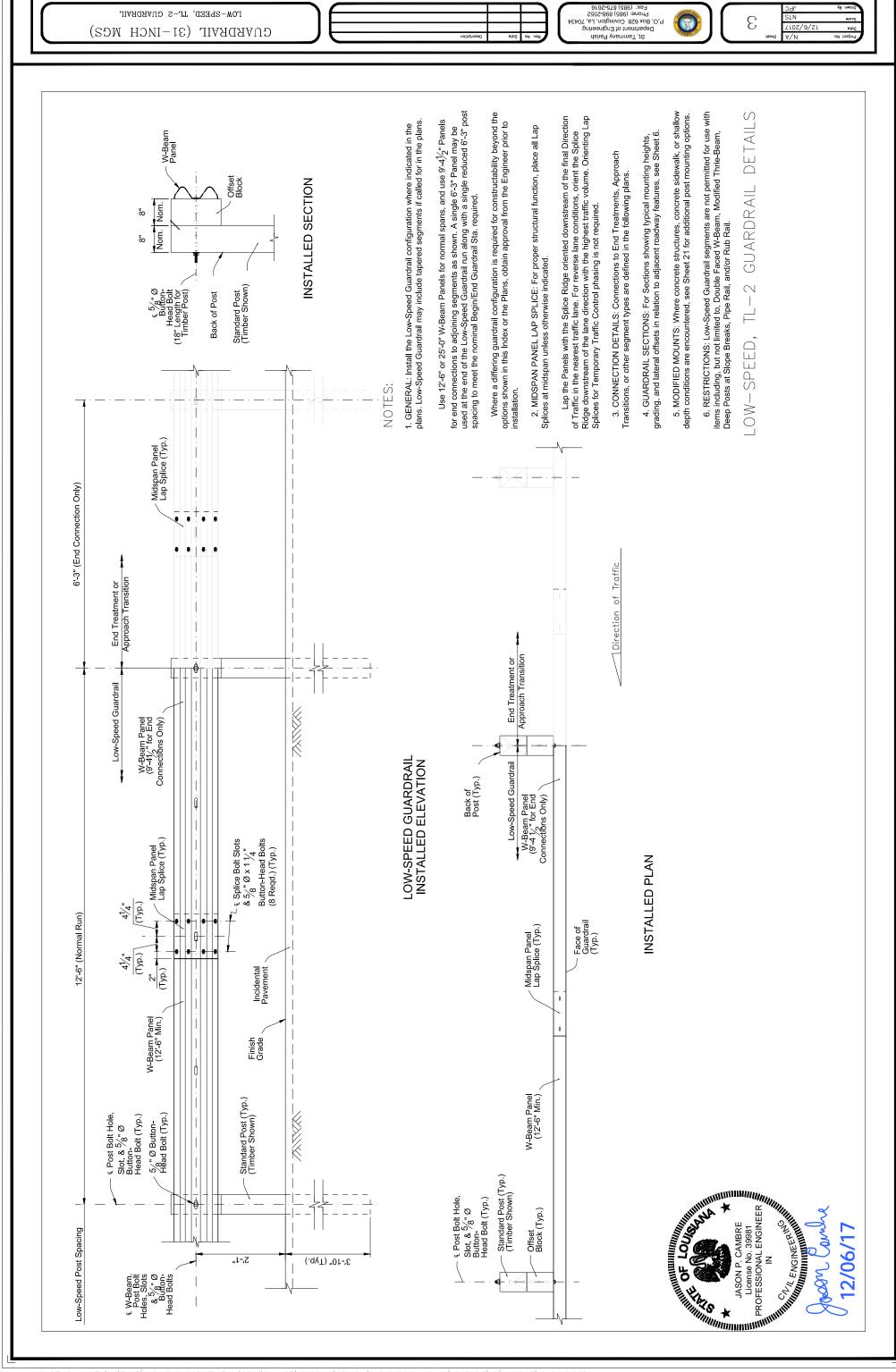
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COARDRAIL (31-INCH MGS)

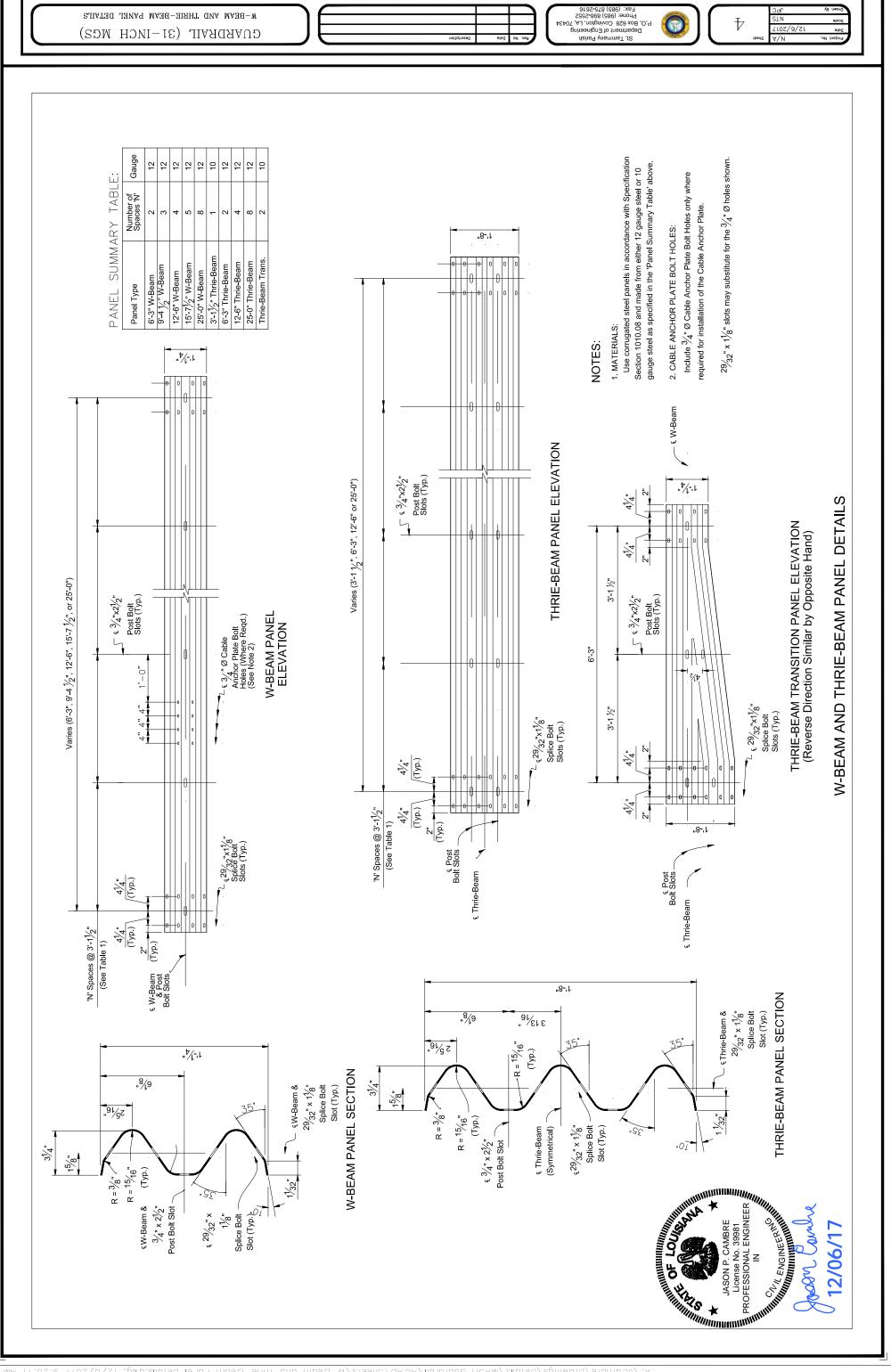




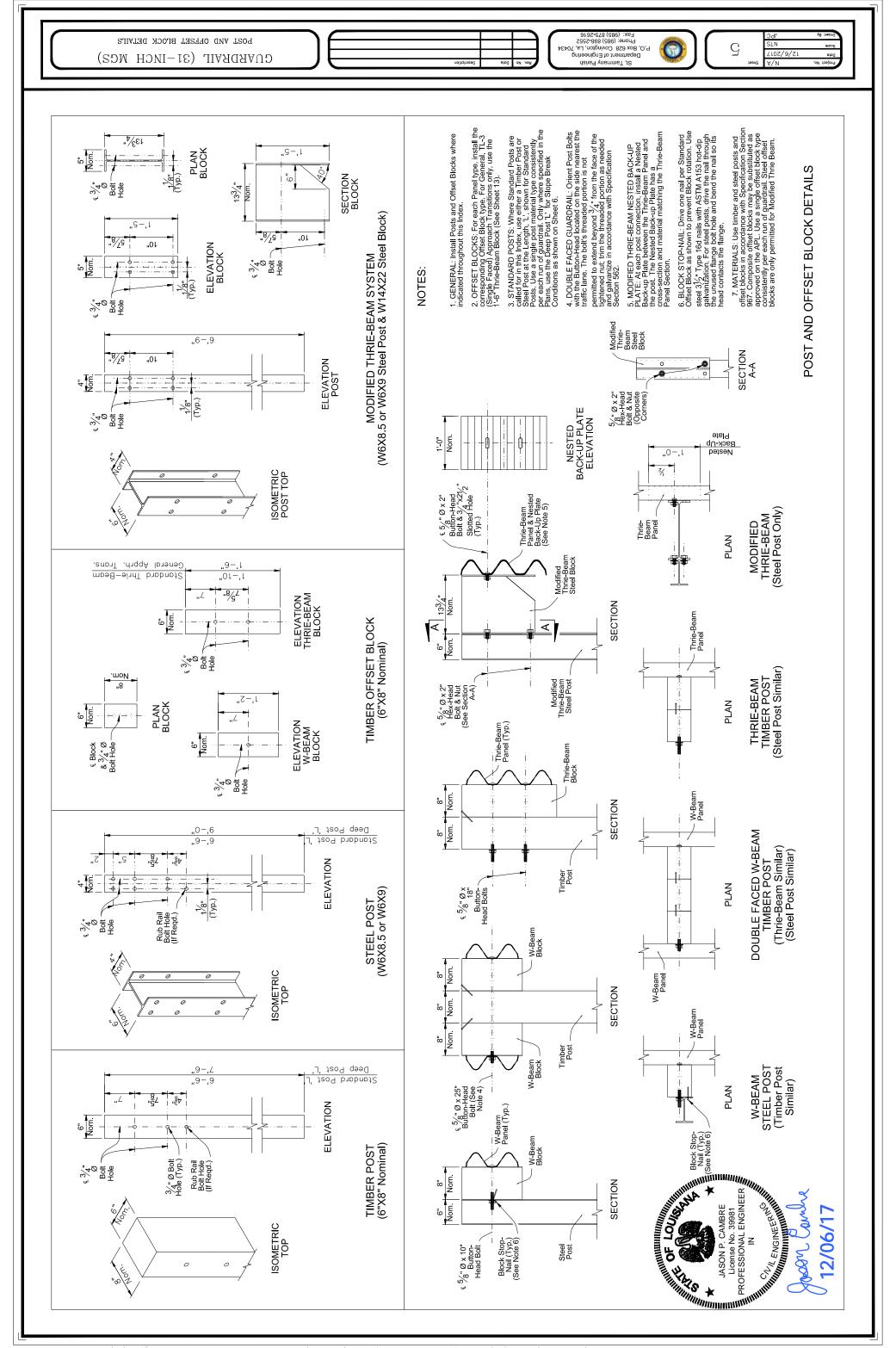


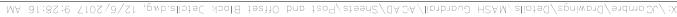


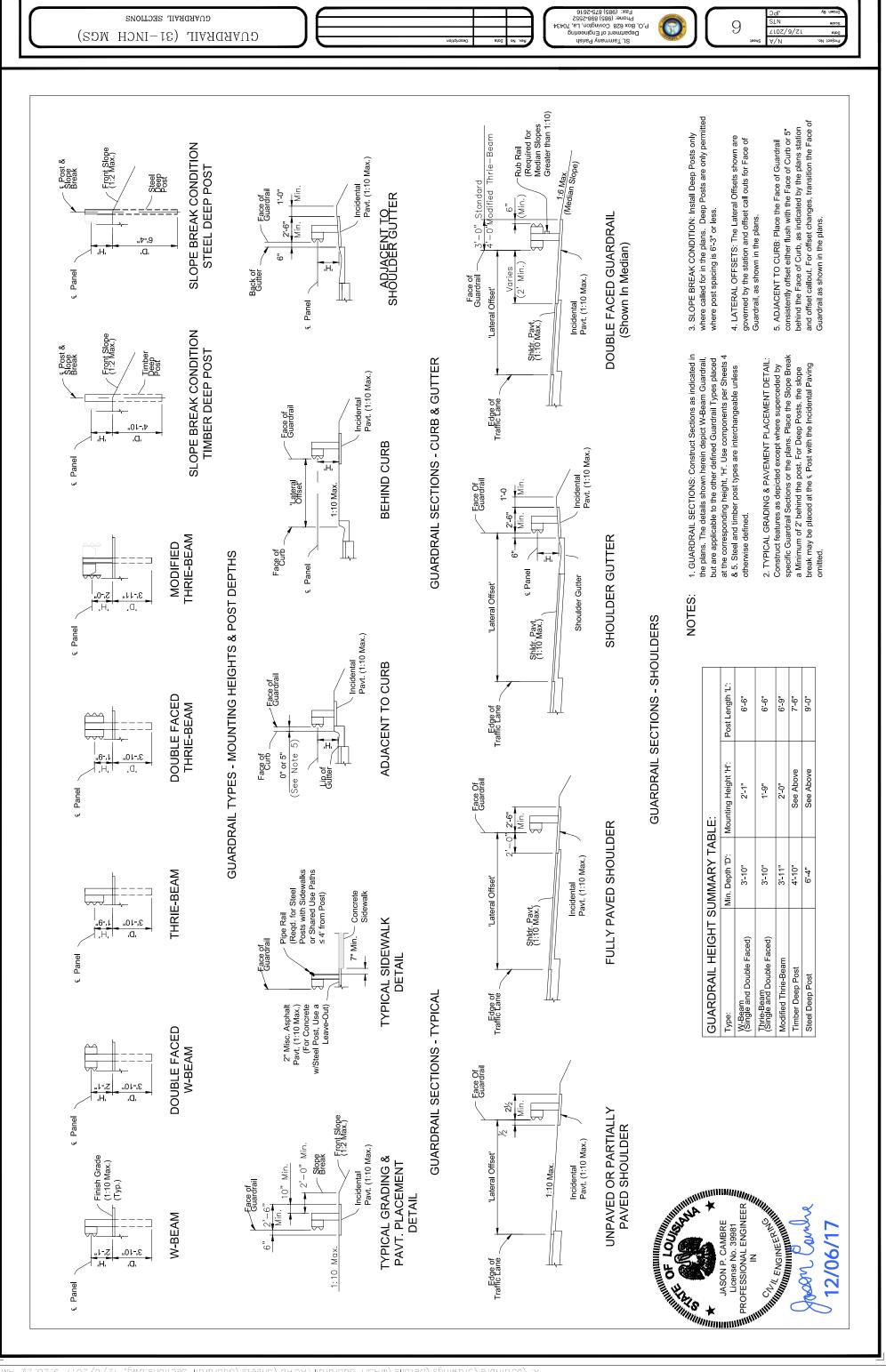
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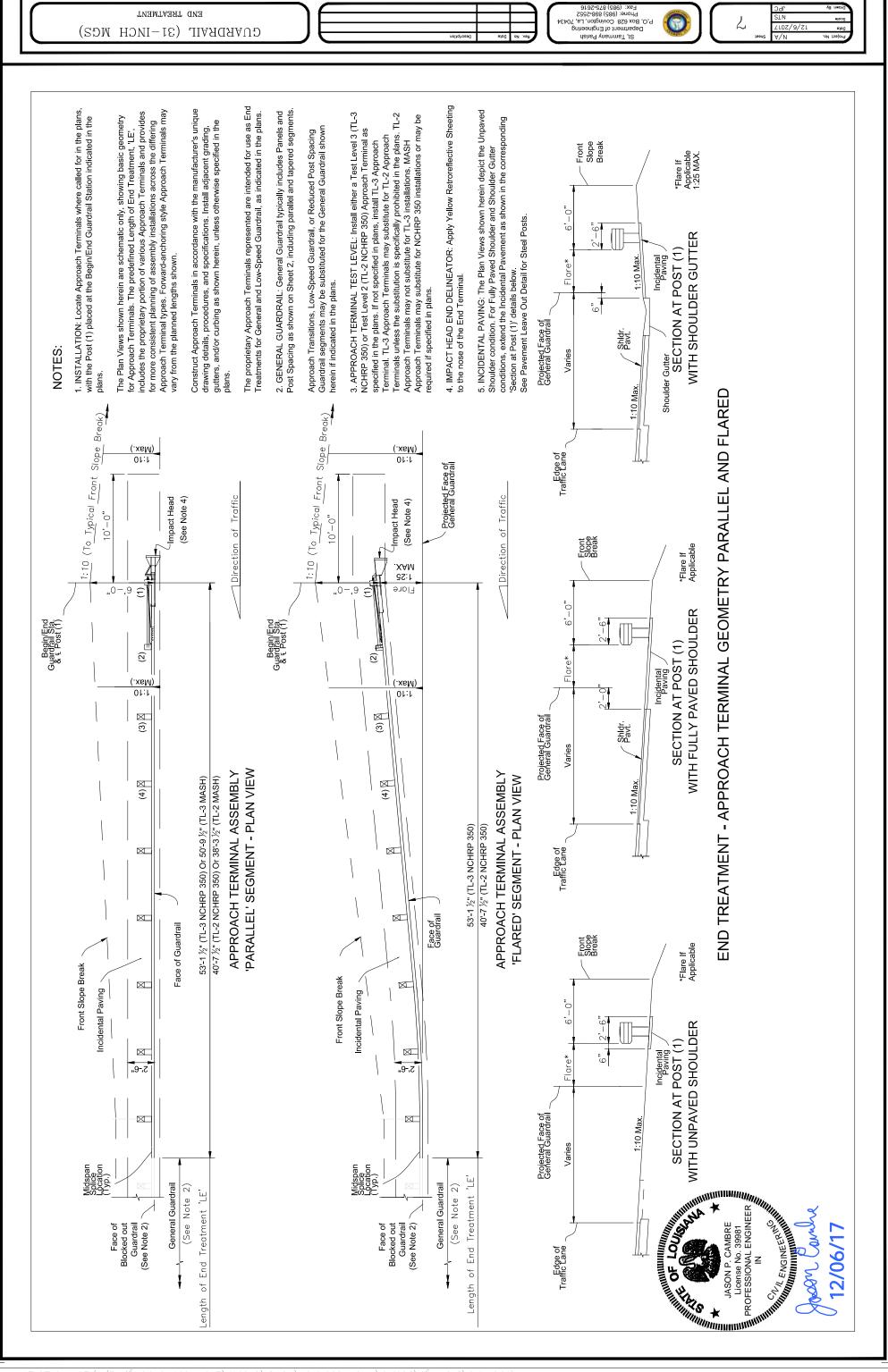
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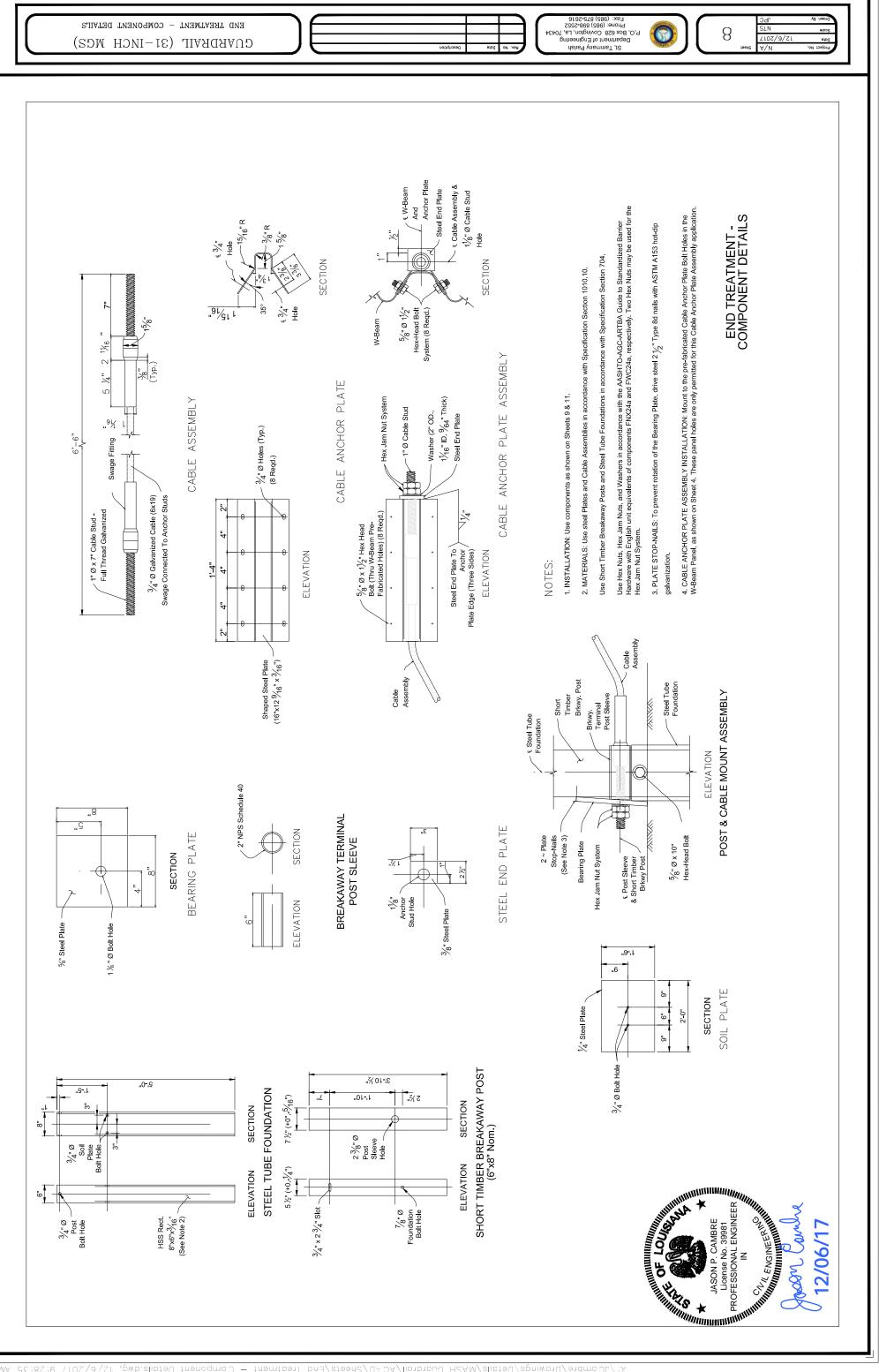




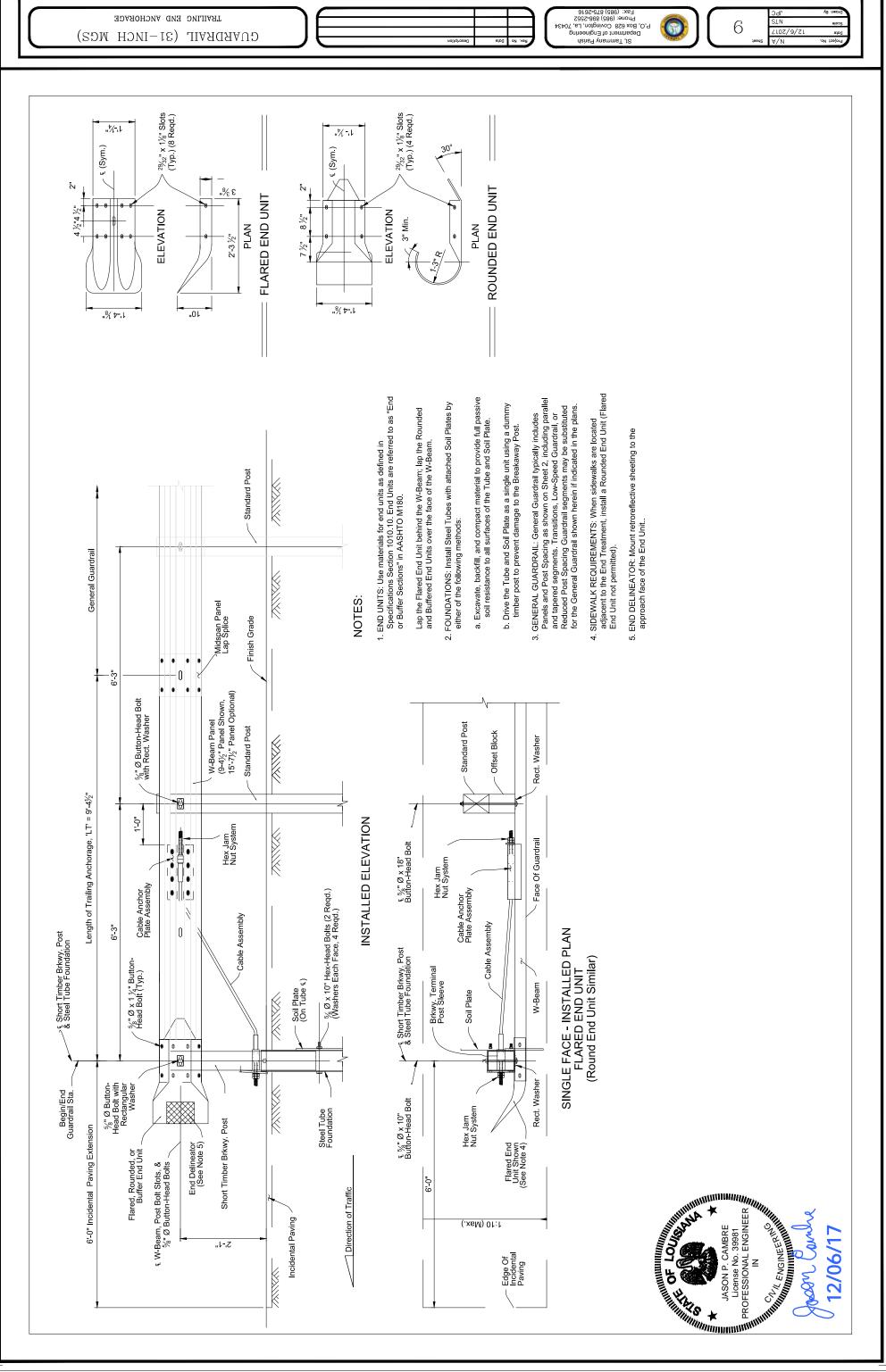
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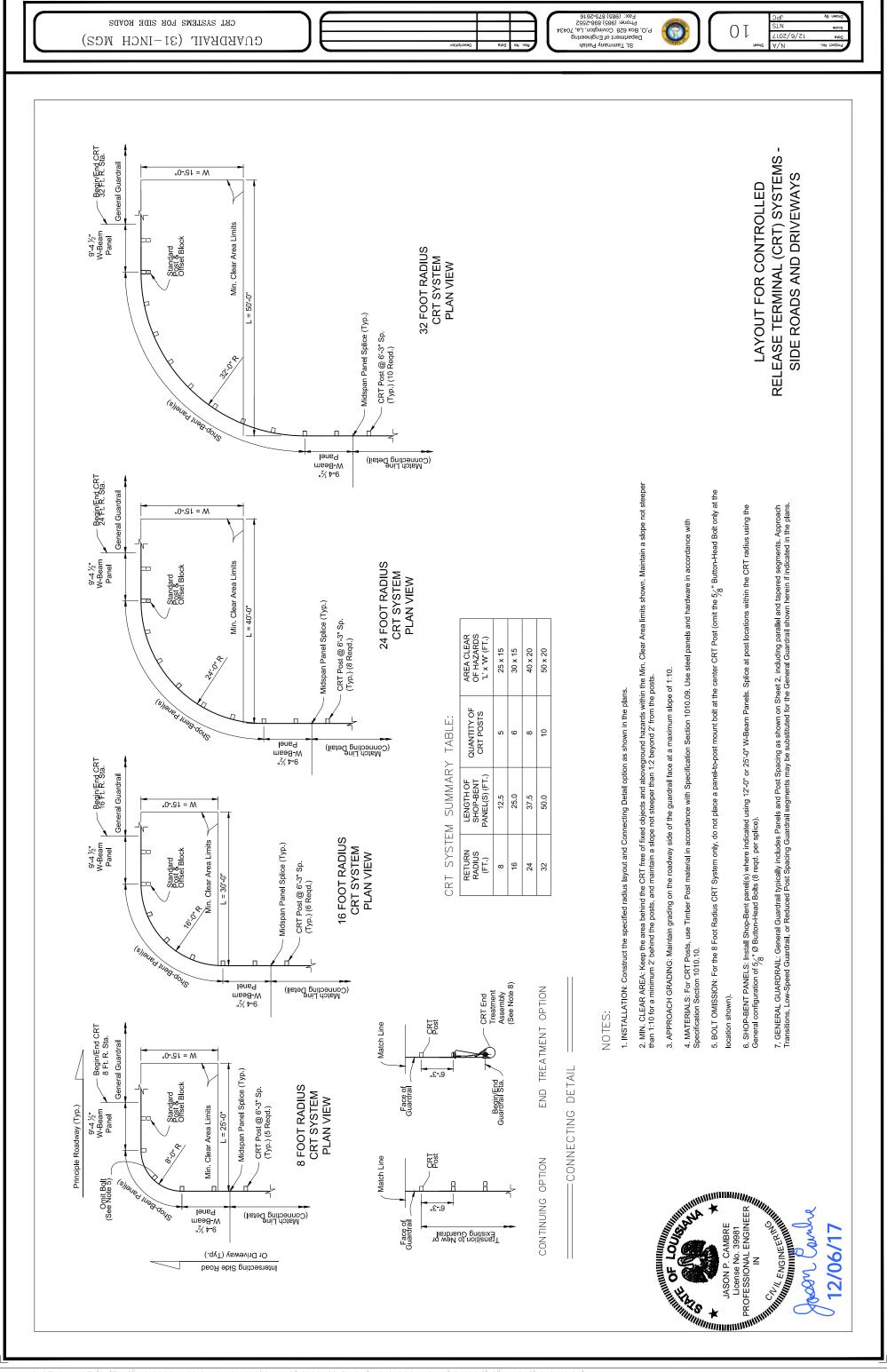
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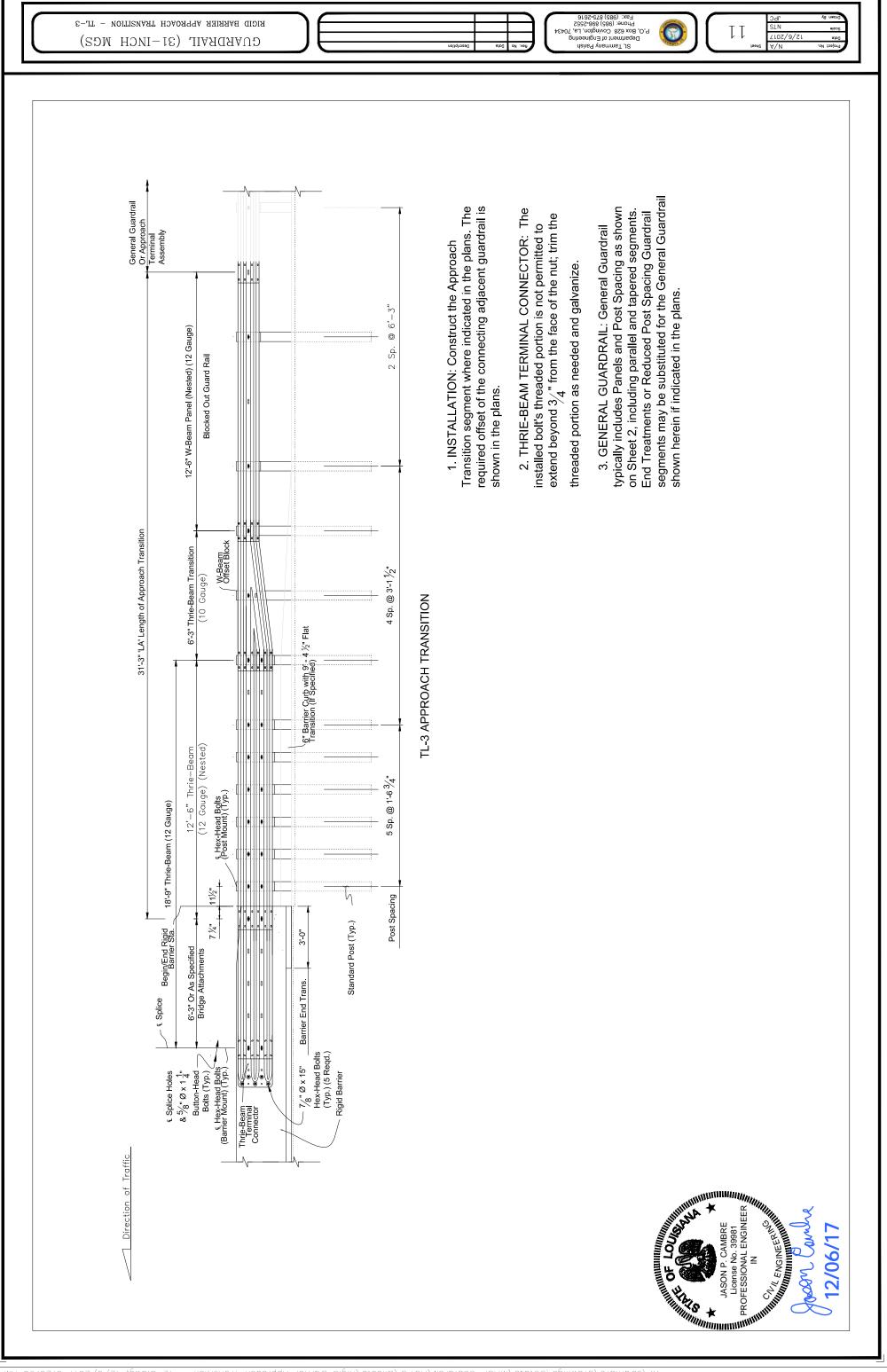
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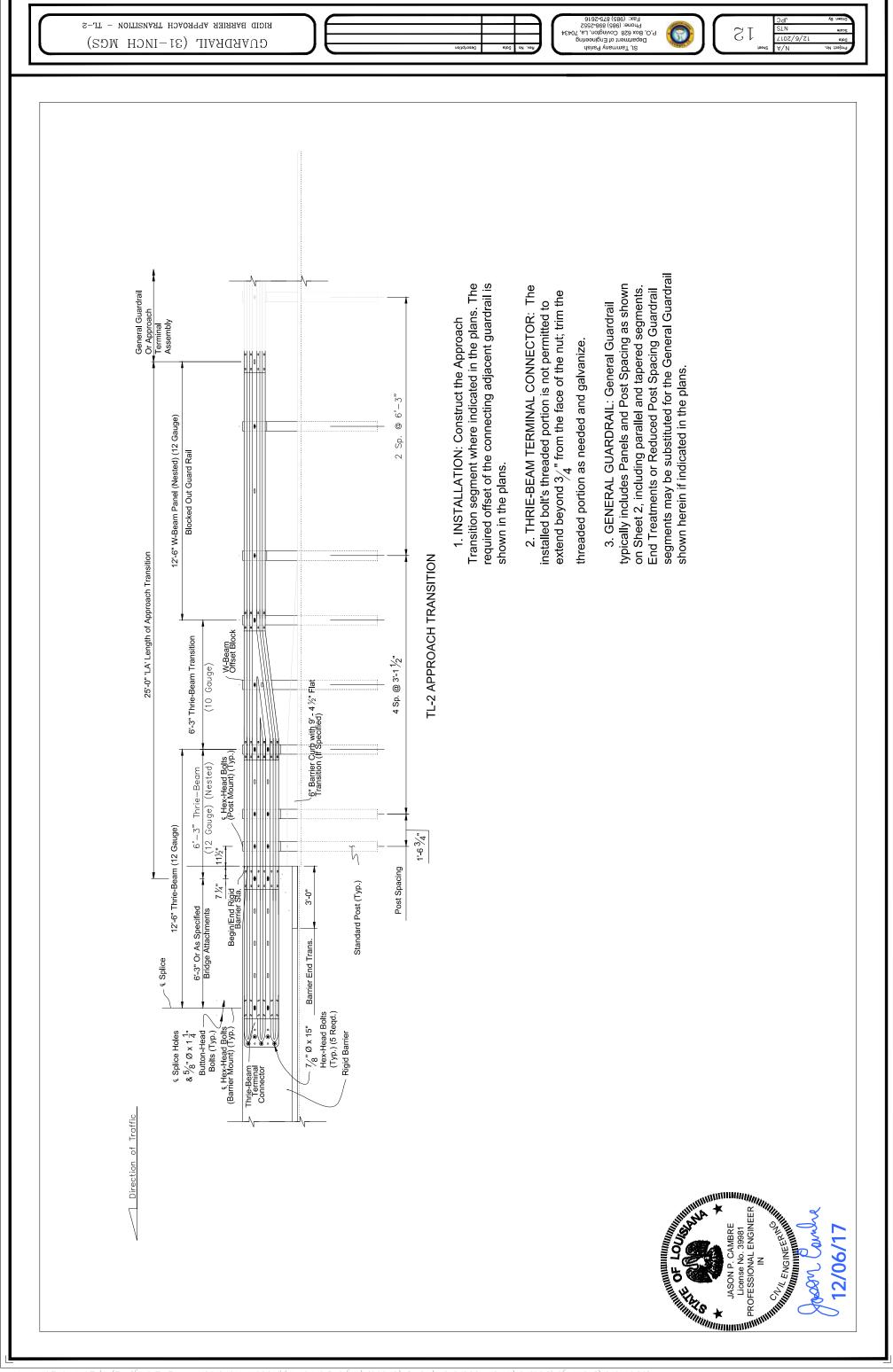
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X:/JCambre/Drawings/Details/MASH Guardrail/ACAD/Sheets/CRT Systems for Side Roads.dwg, 12/6/2017 9:28:57 AM



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X:/JCambre/Drawings/Details/MASH Guardrail/ACAD/Sheets/Rigid Barrier Approach Transition — TL—2.4wg, 12/6/2017 9:29:11 AM

