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PROJECT SPECIFICATION  
*for the*



**City of Slidell**

NEW SIDEWALKS AND DRAINAGE:  
2<sup>nd</sup> St. (between Cleveland Ave. & Guzman St.)  
& Cleveland Ave. (between Lincoln Ave. and 8<sup>th</sup> St.)  
SLIDELL LA 70458  
SLIDELL JOB NO. 5000-31  
Bid No. ??????

OWNER:  
City of Slidell  
2055 Second Street  
Slidell, Louisiana 70458

Prepared by:

DAMMON ENGINEERING, INC.  
554 OLD SPANISH TRAIL  
SLIDELL, LOUISIANA 70458  
Tel: (985) 649-5832

December 7, 2016

ENGINEER'S PROJECT NO. 2297

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# INTRODUCTORY INFORMATION

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

[dammonengineering.com](http://dammonengineering.com)

CITY OF SLIDELL  
NEW SIDEWALKS AND DRAINAGE:  
2<sup>nd</sup> St. (between Cleveland Ave. & Guzman St.)  
& Cleveland Ave. (between Lincoln Ave. and 8<sup>th</sup> St.)  
SLIDELL LA 70458

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DOCUMENT 000101

PROJECT TITLE PAGE

OWNER: CITY OF SLIDELL  
2055 Second Street  
Slidell, Louisiana 70458  
Tel: (985) 646-4270  
Owner's Representative: Tara Ingram

ENGINEER: DAMMON ENGINEERING, INC.  
554 Old Spanish Trail  
Slidell, Louisiana 70458  
Tel: (985) 649-5832  
Engineer in Charge: Brian Mistich

END OF DOCUMENT

CITY OF SLIDELL  
NEW SIDEWALKS AND DRAINAGE:  
2<sup>nd</sup> St. (between Cleveland Ave. & Guzman St.)  
& Cleveland Ave. (between Lincoln Ave. and 8<sup>th</sup> St.)  
SLIDELL LA 70458

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DOCUMENT 000107

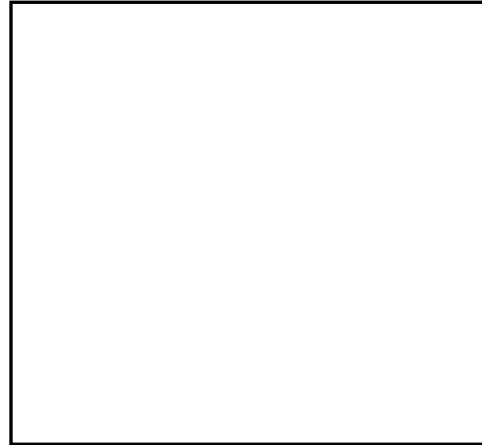
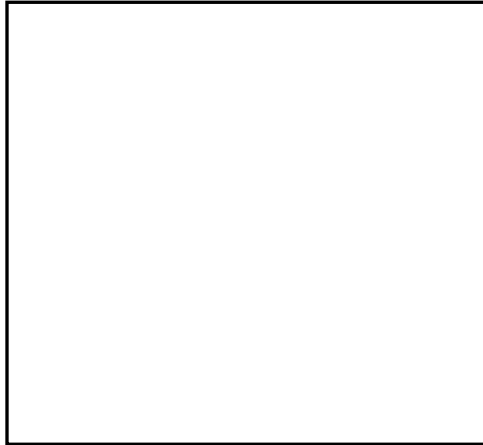
SEALS PAGE

PROJECT NAME: CITY OF SLIDELL  
NEW SIDEWALKS AND DRAINAGE:  
2<sup>nd</sup> St. (between Cleveland Ave. & Guzman St.)  
& Cleveland Ave. (between Lincoln Ave. and 8<sup>th</sup> St.)  
SLIDELL LA 70458

DATE: December 7, 2016

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ENGINEERING SPECIFICATIONS: The following Specification Sections were prepared by me or under my direct personal supervision:



Dammon Engineering, Inc.

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017300 – EXECUTION

017700 – CLOSEOUT PROCEDURES

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024119 – SELECTIVE DEMOLITION

DIVISION 26 - ELECTRICAL

265600 – EXTERIOR LIGHTING

DIVISION 31 - EARTHWORK

312000 – EARTH MOVING

DIVISION 32 – EXTERIOR IMPROVEMENTS

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END OF DOCUMENT

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END OF DOCUMENT

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# CONTRACT DOCUMENTS

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

[dammonengineering.com](http://dammonengineering.com)

**ADVERTISEMENT FOR BIDS**

**New Sidewalks & Drainage**  
**2<sup>nd</sup> St. (between Cleveland Ave. & Guzman St.)**  
**& Cleveland Ave. (between Lincoln Ave. and 8<sup>th</sup> St.)**

**SLIDELL JOB NO. 5000-31**

**Bid No. ###**

SEALED BIDS will be received by the City of Slidell at the Office of the Finance Director, 2045 2nd St., Suite 214, Slidell, Louisiana, until 10:00 A. M. Central Time on **###**, for the above referenced project, for the CITY OF SLIDELL, LOUISIANA. Bids will be publicly opened and read aloud. Any bid received after closing time will be returned unopened.

The Contractor shall hold a Louisiana Contractor's license in **HIGHWAY, STREET, AND BRIDGE CONSTRUCTION; OR MUNICIPAL AND PUBLIC WORKS CONSTRUCTION.**

**Only bids from contractors who secure Contract Documents from the Engineer or who utilize Bidsync to obtain Contract Documents and attend and sign in at the mandatory pre-bid meeting to be held on {DATE} at 10:00 a.m. in the Slidell City Council Chambers, (suite # 319), 2045 Second St, Slidell, LA 70458 shall be considered as responsive bidders for this project.** The pre-bid meeting may include a non-mandatory visit to the project site.

All bids shall be accompanied by bid security in an amount of five percent (5.0%) of the sum of the base bid and all alternates. The form of this security shall be as stated in the Instructions to Bidders included in the Bid Documents for this project. An executed affidavit and attestation form must be submitted prior to bid award.

Contract Documents may be examined and secured for **\$100 per set** from the **Engineer, Dammon Engineering, Inc, 554 Old Spanish Trail, Slidell LA, 70458; (985) 649-5832.** Contract Documents are also available for public inspection at the Slidell Engineering Dept..

Bidders also have the option to review bid documents and submit bids electronically by visiting [www.bidsync.com](http://www.bidsync.com). Electronic bids will require a digital signature. You must register directly with Bidsync to utilize this service. You may also contact them at (800) 990-9339.

The signature on the bid must be that of an authorized representative of the corporation, partnership or other legal entity as defined by Louisiana Public Bid Law Revised Statute 38:2212.A.(1)(c) which dictates parties authorized to submit bids for

public contracts. All required Certificates of Liability Insurance shall list the City of Slidell as “additionally insured”.

This project is funded with federal grant funds. All applicable Federal, State, Local laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

All proposals, bids and applications are welcomed. The city encourages participation by Minority, Women-Owned, and Disadvantaged Business Enterprise firms.

Deposits are refundable to bonafide prime bidders and will be 50% refundable to all others with return of complete and unmarked documents no later than 10 days after receipt of Bids.

**The bids shall be presented in a sealed envelope clearly marked:**

SEALED BIDS: PROJECT  
SLIDELL JOB NO. 5000-31  
BID NO: #####  
LOUISIANA CONTRACTOR’S LICENSE NO. \_\_\_\_\_

Opening : DATE ###  
10:00 A.M. CST

The City of Slidell reserves the right to reject any or all bids and to waive informalities.

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Sharon Howes  
CITY OF SLIDELL  
Finance Director

Advertise 3 times in the St Tammany Farmer:

Advertise: ###  
###  
###

## **BIDDER'S CHECKLIST**

- Bid Forms including all unit prices and bid sheets. (Remember: In case of mathematical discrepancies the unit price shall take precedence – so check the unit prices and extensions carefully).
- Authorized signature of bidder on bid forms.
- Bid Bond or bid security.
- Bidder is advised to pay strict attention to bond requirements.
- Acknowledge all addenda.
- Contractor's name and license number on the outside of the envelope.
- Proper labeling as bid for the project on outside of the envelope.
- Delivered to the Office of the Finance Director.

**LOUISIANA UNIFORM PUBLIC WORKS BID FORM**

**TO: CITY OF SLIDELL**  
**P.O. BOX 828**  
**SLIDELL, LA 70459**

**BID FOR: New Sidewalks & Drainage**  
**2<sup>nd</sup> St. (between Cleveland Ave. & Guzman St.)**  
**& Cleveland Ave. (between Lincoln Ave. and 8<sup>th</sup> St.)**  
**Slidell Job No. 5000-31**  
**BID NUMBER (supplied by COS)**

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Dammon Engineering, Inc. and dated: December 7, 2016.

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

No. \_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_ Dated: \_\_\_\_\_

**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:  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

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

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

**NAME OF BIDDER:** \_\_\_\_\_

**ADDRESS OF BIDDER:** \_\_\_\_\_

**LOUISIANA CONTRACTOR'S LICENSE NUMBER:** \_\_\_\_\_

**NAME OF AUTHORIZED SIGNATORY OF BIDDER:** \_\_\_\_\_

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

\* The Unit Price Form shall be used, as this contract includes unit prices.

\*\* If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A)(1)(c) or RS 38:2212(O) .

**BID SECURITY** in the form of a bid bond, certified check or cashier's check as prescribed by LA RS 38:2218.A is attached to and made a part of this bid. If a bid bond is provided it shall be on the attached form and only on the attached form.

**LOUISIANA UNIFORM PUBLIC WORKS BID FORM**  
**UNIT PRICE FORM**

**TO: CITY OF SLIDELL**  
**P.O. BOX 828**  
**SLIDELL, LA 70459**

**BID FOR: NEW SIDEWALKS AND DRAINAGE; 2<sup>nd</sup> St. (between Cleveland Ave. & Guzman St.) & Cleveland Ave. (between Lincoln Ave. and 8<sup>th</sup> St.) – Slidell Project # 5000-31 -- **Bid NO. 17-B0?????****

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

DESCRIPTION: Mobilization and Demobilization				<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
1	1	LUMP SUM		

DESCRIPTION: 24" x 24" Drop Inlet				<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
2	11	Each		

DESCRIPTION: Remove 11' of 12" RCP				<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
3	1	Lump Sum		

DESCRIPTION: Remove 9' of 15" RCP				<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
4	1	Lump Sum		

DESCRIPTION: Detectable Warning				<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
5	1	Lump Sum		

DESCRIPTION: Remove trees and Grind Stumps				<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
6	10	Each		

DESCRIPTION: Concrete Base for Light Poles				<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
7	14	Each		

DESCRIPTION: Conduit & Wire for Light Poles				<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
8	766	Linear Foot		

DESCRIPTION: St. Charles Light Pole				<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
9	14	Each		

DESCRIPTION: Asphaltic Concrete Wearing Courses 5" thick				<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
10	628	Square Yards		

DESCRIPTION: Grass Seed				<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
11	1	LUMP SUM		

DESCRIPTION: 5' Wide Concrete Walkway with Exposed Aggravate Concrete and Brick Pavers				<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
12	553	Square Yards		

DESCRIPTION: 5' Wide Concrete Walkway				<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
13	300	Square Yards		

DESCRIPTION: Install 15" RCPA				<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
14	706	Linear Foot		

DESCRIPTION: Muck Out & Dispose of Materials				<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
15	414	Net Cubic Yards		

DESCRIPTION: Sand Base Course / Backfill				<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
16	312	Net Cubic Yards		

DESCRIPTION: 6x6 Hwy Wire Mesh				<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
17	1	LUMP SUM		

DESCRIPTION: 6" PVC Pipe Class 100 C-900				<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
18	1	LUMP SUM		

DESCRIPTION: Painted Striping				<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
19	800	LINEAR FT		

All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner.

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

\_\_\_\_\_

as Principal, and \_\_\_\_\_

as Surety, are hereby held and firmly bound unto

\_\_\_\_\_ as OWNER in the penal sum of  
\_\_\_\_\_ for the payment of which,

well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2017. The Condition of the above obligation is such that whereas the Principal has submitted to

\_\_\_\_\_ a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE,

- a) If said BID shall be rejected, or
  
- b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

BY: \_\_\_\_\_

NOTE: Surety bonds shall be procured according to Louisiana State Law. 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.

**AFFIDAVIT**

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

BEFORE ME, the undersigned authority personally came and appeared,  
\_\_\_\_\_, who after first being sworn, deposes and  
says: that he is \_\_\_\_\_ (a partner of the firm of, etc.)

\_\_\_\_\_. The party making the foregoing Proposal or  
bid; that such bid is genuine and not collusive or a sham; that said bidder has not  
colluded, conspired, connived, or agreed directly or indirectly, with any bidder or person  
to put in a sham bid, or that such other person shall refrain from bidding, and has not in  
any manner, directly or indirectly, sought by agreement, or collusion, or communication  
or conference with any person to fix the bid price of affiance or any other bidder, or  
to fix any overhead profit or cost element of said bid price or that of any other bidder, or  
to secure any advantage against THE CITY OF SLIDELL, State of Louisiana, (Owner),  
or any person interested in the proposed Contract; and that all statements contained in  
said proposal or bid, or the contents thereof, or divulged information or data relative  
hereto to any association or any member or agent thereof, are true.

\_\_\_\_\_

SWORN TO AND SUBSCRIBED

BEFORE ME ON THIS \_\_\_\_\_

DAY OF \_\_\_\_\_, 2017

\_\_\_\_\_  
(Notary Public)

My commission expires \_\_\_\_\_.

**CONTRACT FORM**

**FOR**

**NEW SIDEWALKS AND DRAINAGE; 2<sup>nd</sup> St. (between Cleveland Ave. & Guzman St.) & Cleveland Ave. (between Lincoln Ave. and 8<sup>th</sup> St.)**

**CITY OF SLIDELL, LOUISIANA**

**BID NO: #####**

**SLIDELL JOB NO. 5000-31**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017 at the City of Slidell, Parish of St. Tammany, State of Louisiana by and between the City of Slidell, Louisiana, hereinafter called "Owner" and \_\_\_\_\_, hereinafter called the "Contractor."

WITNESSETH THAT, the Owner and Contractor do mutually agree as follows:

1. In consideration of the price for the work herein specified in the bid proposal to be paid by the Owner to the Contractor at the time and in a manner hereinafter provided, the Contractor does hereby agree to construct complete in every detail as follows:

**NEW SIDEWALKS AND DRAINAGE; 2<sup>nd</sup> St. (between Cleveland Ave. & Guzman St.) & Cleveland Ave. (between Lincoln Ave. and 8<sup>th</sup> St.)**

**CITY OF SLIDELL, LOUISIANA**

**BID NO: #####**

**SLIDELL JOB NO. 5000-31**

in compliance with the Advertisement of Bids, Proposal Form, Contract, Performance Bond, General Conditions, Specifications, Plans, and such Addenda thereto as may be issued prior to execution of this Contract, all in a thorough and workmanlike manner.

2. This price shall include the cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, transportation, and other accessories and services necessary to complete this project, in accordance with the Contract Documents.
3. The Contractor shall commence work under this Contract within **ten (10) days** from the date of the written "Notice to Proceed" issued by the Owner. The Contractor shall complete all work under the Contract within **90 calendar days** from the date of the "Notice to Proceed." The Owner has

determined, and the Contractor agrees, that the liquidated damages for a delay in completion of this Contract will be **Five Hundred Dollars (\$500.00)** per calendar day in excess of the stated time of completion.

4. That upon satisfactory completion of the work and approval by the Engineer, the Owner will issue a written acceptance of the work to the Contractor, who will immediately thereafter file same with the Recorder of Mortgages in St. Tammany Parish.
5. A retainage of ten percent (10%) shall be withheld from each progress payment. Upon successful clearance of the lien, the Contractor shall submit a final invoice, with the clear lien certificate, for payment by the Owner in accordance with invoice payment procedures outlined in Article 14.13 Final Payment. The retainage amount for contracts \$500,000.00 or greater shall be five percent (5%).
6. The Owner agrees to pay the Contractor for the performance of the Contract as provided in the Specifications, and to make monthly payments on account thereof provided in the General Conditions. The contract amount, as presented in bid by Contractor, is \$ \_\_\_\_\_.
7. Owner and Contractor specifically agree and declare that Owner shall be deemed and considered the statutory employer of Contractor's employees.
8. **HOLD HARMLESS, DEFEND AND INDEMNIFICATION AGREEMENT**

\_\_\_\_\_(Other Party) agrees to save and hold harmless, protect, defend, and indemnify the City of Slidell, Louisiana, its officers, agents, employees and volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of \_\_\_\_\_(Other Party), its agents, servants and employees, or any and all costs, expenses and/or attorney fees incurred by City of Slidell as a result of any claim, demands, and/or causes of action, except those claims, demands, and/or causes of action arising out of the negligence of the City of Slidell, Louisiana, its agents, representatives, employees and volunteers. \_\_\_\_\_(Other Party) agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim, demand or suit is groundless, false or fraudulent.

9. Contractor agrees to comply with the following Federally Funded project requirements:

**FEDERAL COMPLIANCE REGULATIONS**

Federal regulations apply to all City of Slidell contracts using Federal funds as a source for the solicitation of goods and services. Contractor must comply with the following Federal requirement as applicable:

**ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL**

The Contractor shall allow access by the Grantee, Subgrantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions. [HUD, DOJ]

**CLEAN AIR AND WATER ACTS**

The Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1386), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). [HUD, DOJ]

#### CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by Grantees and Subgrantees in excess of \$2,000, and in excess of \$2.500 for other contracts which involve the employment of mechanics or laborers). [HUD, DOJ]

#### COPELAND ANTI-KICKBACK ACT

The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair). [HUD, DOJ]

#### COPYRIGHTS

The Grantee and Subgrantee is free to copyright original work developed in the course of or under the agreement. The Grantor reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of Grantor financial support, by grant number, and a statement that the publication does not constitute an endorsement by Grantor or reflect Grantor's views. [HUD, DOJ]

#### DAVIS-BACON ACT

Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). [HUD, DOJ]

#### DISADVANTAGE BUSINESS ENTERPRISES (DBE) CONTRACTORS

The contractor agrees to ensure that Disadvantage Business Enterprises as defined in 49 CFR, Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, contractor shall take all necessary and reasonable steps in accordance with 49 C.F.R., Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federal assisted contracts. [HUD]

#### ENERGY POLICY AND CONSERVATION ACT

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163). [HUD, DOJ]

#### EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by Grantees and their Contractors or Subgrantees). [HUD, DOJ]

#### LOBBYING

The Contractor shall comply with the provisions of 31 U.S.C. 1352 regarding lobbying. [HUD]

#### PATENTS

Grantee and Subgrantee assures that if any grant or subgrant produces patents, patent rights. Processes or inventions, a report shall be made to the appropriate agency from which a determination will be made as to whether protection of such invention or discovery is necessary in accordance with President's Memorandum of August 23, 1971 (36 P.R. 16889). [HUD, DOJ]

#### REMEDIES

Louisiana law provides for legal remedies and appropriate sanctions and penalties in instances where the Contractor is in violation of or breaches the contract terms. [HUD, DOJ]

#### REPORTING

Reports Submission: Per 44 CFR 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (1) Financial performance or Progress Report; (2) Financial Status Report (SF 269) or Outlay Report and Request for Reimbursement for Construction Programs (SF-271) (as applicable); (3) Final request for payment (SF-270) (if applicable); (4) Invention disclosure (if applicable); and (5) Federally-owned property report. [FEMA]

#### REPORTS

The Contractor shall submit, at such times and in such form as may be prescribed, such reports as Grantor may require, including monthly or quarterly progress reports, quarterly program income reports, and final fiscal reports and annual performance reports. [HUD, DOJ]

**RETENTION OF ALL RECORDS**

The Contractor is required to retain all records for three (3) years after grantees or subgrantees make final payments and all other pending matters are closed. [HUD, DOJ]

**TERMINATION FOR CAUSE**

This Contract may be terminated for cause based upon failure of Contractor to comply with the terms and/or conditions of the Contract provided that the City shall give Contractor written notice specifying Contractor's failure. If within thirty (30) days after receipt of such notice, Contractor shall not have either corrected such failure or, in the case the failure cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the City may, at its option, place Contractor in default and the Contract shall terminate on the date specified in the notice. Contractor may exercise any rights available to in under Louisiana law to terminate for cause upon the failure of the City to comply with the term and/or conditions of this Contract provided that Contractor shall give the City written notice specifying the City's failure and a reasonable opportunity for the City to remedy the failure. [HUD, DOJ]

**TERMINATION FOR CONVENIENCE**

This Contract may be terminated at any time for the convenience of the City. If this clause is executed, the City shall pay Contractor for all work completed through the termination date, as well as any demobilization costs that are a part of this Contract. [HUD, DOJ]

**DISBARMENT**

The Contractor certifies that Contractor or any of its principals are not debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension".

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in **three (3)** original counterparts on the day and year first hereinabove written.

WITNESSES:

	Contractor
	Signature
	Printed Name
	Title

WITNESSES:

	CITY OF SLIDELL
	Owner
	Signature
	Freddy Drennan
	Printed Name
	Mayor
	Title

**PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: That we (1) \*

\_\_\_\_\_ and (2) \*

\_\_\_\_\_ hereinafter called "Principal" and (3) \*

\_\_\_\_\_ a Surety Company authorized to do and doing business in the State of Louisiana, hereinafter called "Surety" are held and firmly bound unto the Mayor of the City of Slidell, Louisiana, hereinafter called "Owner" in penal sums of

\_\_\_\_\_ dollars (\$\_\_\_\_\_ ) Performance Bond and \_\_\_\_\_ dollars (\$\_\_\_\_\_ ) Payment Bond in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, whereas, the Principal entered into a certain contract with the Owner dated the \_\_\_\_\_ day of \_\_\_\_\_, 2017, a copy of which is hereto attached and made a part hereof for the furnishing of:

**NEW SIDEWALKS AND DRAINAGE; 2<sup>nd</sup> St. (between Cleveland Ave. & Guzman St.) & Cleveland Ave. (between Lincoln Ave. and 8<sup>th</sup> St.)**

SLIDELL JOB NO. 5000-31

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof which may be granted by the owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment, and tools, consumed or used in connection with the prosecution of such work, and all insurance premiums on said work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alterations or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work of the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is execute in **three (3)** originals each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST: \_\_\_\_\_  
(Principal Secretary) Principal

BY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness as to Principal  
\_\_\_\_\_  
Address

ATTEST: \_\_\_\_\_  
(Surety) Secretary

(SEAL) \_\_\_\_\_  
Surety

\_\_\_\_\_  
Witness as to Surety BY: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Address \_\_\_\_\_  
Address

NOTE: DATE OF BOND MUST NOT BE PRIOR TO DATE OF THIS AGREEMENT.

- \* 1. Correct name of Contractor.
- \* 2. A Corporation, a partnership, or an Individual, as case may be.
- \* 3. Correct name of Surety.

**CHANGE ORDER FORM**  
**CITY OF SLIDELL, LOUISIANA**

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Change Order No.: \_\_\_\_\_

Date: \_\_\_\_\_

Contract Recordation Date: \_\_\_\_\_

Instrument No.: \_\_\_\_\_

---

Name of Project:

Project No.:

Engineer:

Contractor:

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It is hereby mutually agreed that when this change order has been signed by the contracting parties the following described changes in the work required by the contract shall be executed by the contractor without changing the terms of the contract except as herein stipulated and agreed. The parties hereto certify that this Change Order is consistent with and within the original scope of this Contract.

---

Description of Changes:

Justification for Changes:

---

Contractor's Proposal for the Above Described Change:

I/We hereby agree to the modifications of the contract as described above and furnish all materials and labor and perform all work in connection therewith in accordance with the requirements for similar work in existing contract except as otherwise stipulated herein, for the following consideration:

---

Name of Project: \_\_\_\_\_

Contractor: \_\_\_\_\_

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Contractor's Printed/ Typed Name

Change Order No. \_\_\_\_\_

---

Name of Project: \_\_\_\_\_

Architect/ Engineer: \_\_\_\_\_

\_\_\_\_\_  
Architect/ Engineer's Signature

\_\_\_\_\_  
Architect/ Engineer's Printed/ Typed Name

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---

RECOMMENDED BY: City of Slidell, Engineering Department

BY: \_\_\_\_\_  
Blaine Clancy, City Engineer

DATE: \_\_\_\_\_

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APPROVED BY:

BY: \_\_\_\_\_  
Freddy Drennan, Mayor

DATE: \_\_\_\_\_

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STATEMENT OF CONTRACT AMOUNT:

	COST	TIME (DAYS)
ORIGINAL CONTRACT AMOUNT	\$ _____	_____
PREVIOUS ADDITION	\$ _____	_____
TOTAL	\$ _____	_____
PREVIOUS DEDUCTIONS	\$ _____	_____
NET PRIOR TO CHANGE	\$ _____	_____
AMOUNT OF CHANGE (ADD)	\$ _____	_____
CONTRACT AMOUNT TO DATE	\$ _____	_____

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**CITY OF SLIDELL**  
**CERTIFICATE OF SUBSTANTIAL COMPLETION**

**PROJECT NAME:**

**PROJECT NUMBER:** \_\_\_\_\_

**NEW SIDEWALKS AND DRAINAGE;**

**INSTRUMENT NUMBER:** \_\_\_\_\_

**2<sup>nd</sup> St. (between Cleveland Ave. & Guzman St.)**

**DATE OF RECORDATION:** \_\_\_\_\_

**& Cleveland Ave. (between Lincoln Ave. and 8<sup>th</sup> St.)**

**CONTRACT DATE:** \_\_\_\_\_

**OWNER:**

City of Slidell  
P O Box 828  
Slidell LA 70459

**CONTRACTOR:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Work performed under this Contract has been reviewed and found, to the Architect/Engineer's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of the Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

\_\_\_\_\_

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

**Cost estimate of Work that is incomplete or defective \$** \_\_\_\_\_.

The Contactor will complete or correct the Work on the list of items attached hereto **within Forty-five (45) days** from the above date of Substantial Completion.

\_\_\_\_\_  
**Contractor**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Architect/Engineer**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

*The Owner accepts the Work or designated portion as substantially complete*

\_\_\_\_\_  
*(date of substantial completion).*

\_\_\_\_\_  
**The City of Slidell**  
**Owner**

\_\_\_\_\_  
**Freddy Drennan, Mayor**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**The City of Slidell**  
**Owner**

\_\_\_\_\_  
**Blaine Clancy, City Engineer**

\_\_\_\_\_  
**Date**

## **INSTRUCTIONS TO BIDDERS**

### **1. DEFINED TERMS**

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Specifications have the meanings assigned to them in the General Conditions.

### **2. QUALIFICATIONS OF BIDDERS**

To demonstrate his qualifications for the Project, each Bidder must be prepared to submit within five days of Owner's request written evidence of the types set forth in the Supplementary Conditions or General Conditions, such a financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located.

### **3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

3.1 Before submitting his Bid, each bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect performance of the Work, (c) familiarize himself with Federal, State and local laws, ordinances, rules and regulations affecting performance of the Work; and (d) carefully correlate his observations with the requirements of the Contract Documents.

3.3 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 3.

### **4. INTERPRETATIONS**

All questions about the meaning or intent of the Contract Documents shall be submitted to Engineer in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the bidding documents. Questions received less than five days prior to the date of opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

### **5. BID SECURITY**

The amount and type of Bid Security is stated in the Invitation to bid. The required security must be in the form of a certified or bank cashier's check made payable to Owner or a bid bond issued by a surety licensed to conduct business in the state. Surety bonds shall be procured according to Louisiana State Law. 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. The Bid Security of the successful Bidder will be retained until he has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if he fails to execute Security within 10 days of the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom the Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the executed Agreement is delivered by Owner to Contractor

and the required Contract Security is furnished or the sixty-first day after the Bid opening. Bid Security of other Bidders will be returned within seven days of the Bid opening.

## 6. CONTRACT TIME

6.1 The number of days for the completion of Work (the Contract Time) is set forth in the Contract Form and will be included in the executed Agreement. Any provisions for liquidated damages are set forth in the Contract Documents. The contract time is established in calendar days.

6.2 If Work cannot proceed due to weather or other conditions not under the control of the contractor for 65% or more of the normal work day, then that day may be added to the contract time in subsequent change order if verified by the City's inspector. Rain days will not be granted for weekends or holidays unless those days were requested as work days and approved in writing by the Slidell Engineering Dept. at least 48 hours prior to commencing the weekend or holiday work. Holidays for the City of Slidell include New Year's Day, Martin Luther King Day, Mardi Gras Day, President's Day, Good Friday, Memorial Day, 4<sup>th</sup> of July, Labor Day, Veterans Day, Thanksgiving and the day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve.

## 7. SUBCONTRACTORS, ETC.

7.1 If the Supplementary Conditions or Specifications require the identity of certain Subcontractors and other persons and organizations to be submitted to Owner in advance of the Notice of Award, the apparent low Bidder, any other Bidder so requested, will within seven days after the day of the Bid opening submit to Owner a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work as to which such identification is so required. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person and organization if requested by Owner. If Owner or Engineer after due investigation has reasonable objection to any proposed Subcontractor, other person or organization, he may before giving the Notice of Award request the apparent low Bidder to submit an acceptable substitute without an increase in his Bid price. If the apparent low Bidder declines to make any such substitution, he will thereby sacrifice his Bid Security.

7.2 In contracts where the Contract Price is on the basis of Cost of the Work Plus a Fee, Contractor, prior to the Notice of Award, must identify in writing the Owner those portions of the Work that he proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with Owner's written consent.

## 8. BID FORM

8.1 The Bid Form is included in the Contract Documents; additional copies may be obtained from Engineer.

8.2 Bid Forms must be completed in ink or by computer. The Bid price of each item on the form must be stated in numerals. In case of mathematical discrepancies the unit price shall take precedence. When the bid price is requested in words and figures, this shall be done. In case of a discrepancy in these prices, the words shall take precedence. Any interlineations, alterations, or erasures must be initialed.

8.3 The authority of the person submitting the bid shall meet the criteria as defined in Louisiana Revised Statute 38:2212.A.(1)(c) shown here:

**Louisiana Revised Statute 38:2212.1.A.(c)(i)** Evidence of agency, corporate, or partnership authority shall be required for submission of a bid...The authority of the signature of the person submitting the bid shall be deemed sufficient and acceptable if any of the following conditions are met:

**(aa)** The signature on the bid is that of any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the bid is that of any member of a partnership or partnership in commendams listed in the most current partnership records on file with the secretary of state. Or;

**(bb)** The signature on the bid is that of an authorized representative of the corporation, partnership, or other legal entity and the bid is accompanied by a corporate resolution, certification as to the corporate principal, or other documents indicating authority which are acceptable to the public entity.

Or;

**(cc)** The corporation, partnership, or other legal entity has filed in the appropriate records of the secretary of state in which the public entity is located, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts. Such document on file with the secretary of state shall remain in effect and shall be binding upon the principal until specifically rescinded and canceled from the records of the office.

8.4 Bids by partnerships must be executed in the partnership name and signed by a partner, his title must appear under this signature and the official address of the partnership must be shown below the signature.

8.5 All names must be typed or printed below the signature.

8.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

8.7 An executed affidavit, contained in the contract documents, shall be submitted prior to bid award.

## 9. SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Invitation for Bid and shall be submitted in an opaque sealed envelope, marked with the Project title, name and address of the Bidder, Contractor's license number for state in which the work is to be done, and accompanied by the Bid Security and other required documents.

## 10. MODIFICATION AND WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. Any interlineations, alterations, or erasure must be initialed.

## 11. OPENING OF BIDS

Bids shall be opened as indicated in the Invitation to Bid.

## 12. BIDS TO REMAIN OPEN

All Bids shall remain open for 45 days after the day of the Bid Opening, unless noted otherwise in the Advertisement for Bids; however, Owner may, in their sole discretion, release any Bid and return the Bid Security prior to that date.

## 13. AWARD OF CONTRACT

13.1 Owner reserves the right to reject any and all Bids and Waive any and all informalities, and the right to disregard all nonconforming or conditional Bids or counter proposals.

13.2 In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid forms. He may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

13.3 If a contract is to be awarded, it will be awarded to the lowest responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project and the Owner.

13.4 If the contract is awarded, Owner will give the apparent successful Bidder a Notice of Award within 45 days, unless noted otherwise in the Advertisement for Bids.

13.5 Simultaneously with delivery of the executed counterparts the agreement to Owner, Contractor shall deliver to Owner the required Contract Security.

13.6 Bids may be rejected if conditions described in Act No. 864 of House Bill 1490 or Act No. 945 of House Bill 1292 are discovered.

13.7 In accordance with La. R.S. 38:2227 and LA. R.S. 38:2212.10, each bidder on this project must submit the completed Attestation Clause (Past Criminal Convictions of Bidders and Verification of Employees) form found within this bid package. The Attestation Clause form shall be submitted to the City of Slidell within 10 days after the opening of bids.

13.8 If any city permits are required for construction, associated permits fees will not be assessed for this project.

**NEW SIDEWALKS AND DRAINAGE;**  
**2<sup>nd</sup> St. (between Cleveland Ave. & Guzman St.)**  
**& Cleveland Ave. (between Lincoln Ave. and 8<sup>th</sup> St.)**  
**Name of Project**

**5000-31**  
**Project No.**

**ATTESTATIONS**

Appearer, as a Bidder on the above-entitled Public Works Project, does hereby attest that:

**LA. R.S. 38:2227 PAST CRIMINAL CONVICTIONS OF BIDDERS**

- A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:
- (a) Public bribery (R.S. 14:118)
  - (b) Corrupt influencing (R.S. 14: 120)
  - (c) Extortion (R.S. 14:66)
  - (d) Money laundering (R.S. 14:230)
- B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:
- (a) Theft (R.S. 14:67)
  - (b) Identity Theft (R.S. 14:67.16)
  - (c) Theft of a business record (R.S.14:67.20)
  - (d) False accounting (R.S. 14:70)
  - (e) Issuing worthless checks (R.S. 14:71)
  - (f) Bank fraud (R.S. 14:71.1)
  - (g) Forgery (R.S. 14:72)
  - (h) Contractors; misapplication of payments (R.S. 14:202)
  - (i) Malfeasance in office (R.S. 14: 134)

**LA. R.S. 38:2212.10 Verification of Employees**

- A. Appearer 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.
- B. If awarded the contract, Appearer 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.
- C. If awarded the contract, Appearer shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

\_\_\_\_\_  
**NAME OF BIDDER**

\_\_\_\_\_  
**NAME OF AUTHORIZED SIGNATORY OF BIDDER**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**TITLE OF AUTHORIZED SIGNATORY OF BIDDER**

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER**

# ***DIVISION 1***

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## **GENERAL REQUIREMENTS**

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

[dammonengineering.com](http://dammonengineering.com)

## SECTION 011000

### SUMMARY

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

##### 1.2 SUMMARY

- A. This Section includes the following:

1. Work covered by the Contract Documents.
2. Type of the Contract.
3. Owner-furnished products
4. Use of premises.
5. Owner's occupancy requirements.
6. Work restrictions.
7. Specification formats and conventions.
8. Miscellaneous provisions.

- B. Related Sections include the following:

1. Division 1 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

##### 1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: City of Slidell – New Sidewalks and Drainage: Public St (between 8th & 10th St).

1. Project Location: Slidell, Louisiana

- B. Owner: City of Slidell

1. Owner's Representative: Tara Ingram

- C. Engineer: Dammon Engineering, Inc.

- D. The Work consists of the following:

1. Construct new asphalt parking on the East side of 2<sup>nd</sup> Street between Cleveland Ave and Guzman Street.

CITY OF SLIDELL

NEW SIDEWALKS AND DRAINAGE:

2<sup>nd</sup> St. (between Cleveland Ave. & Guzman St.)

& Cleveland Ave. (between Lincoln Ave. and 8<sup>th</sup> St.)

SLIDELL LA 70458

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2. Demo existing asphalt paving next to existing tennis court on the East side of 2<sup>nd</sup> Street along the fence line 3 ft wide.
3. Construct new sidewalks and drainage on the East side of 2<sup>nd</sup> Street between Cleveland Ave and Guzman Street.
4. Install new St Charles light poles on the East side of 2<sup>nd</sup> Street between Cleveland Ave and Guzman Street.
5. Construct new sidewalks and drainage on Cleveland Avenue between Lincoln Avenue & Washington Ave.
6. Construct new sidewalks on Cleveland Avenue between Washington Avenue & 8<sup>th</sup> Street.

1.4 TYPE OF CONTRACT

- A. Project will be constructed under a single prime contract.

1.5 OWNER-FURNISHED PRODUCTS

1. Contractor will furnish products indicated on the plans.
2. Contractor is responsible for receiving, unloading, and handling all items at Project site.

1.6 USE OF PREMISES

- A. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  1. Owner Occupancy: Allow for Owner occupancy of Project site and use by the public.
  2. Driveways and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, the public and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - a. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.7 OWNER'S OCCUPANCY REQUIREMENTS

- A. Full Owner Occupancy: Owner will occupy site during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations.
  1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct roads, walkways or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
  2. Local residents shall be given written notice 48 hours prior to placing any restrictions to a residential driveway. Contractor shall include a time schedule in the notice when the restriction(s) will be removed from the residential driveway.

1.8 WORK RESTRICTIONS

- A. On-Site Work Hours: Work shall be performed during normal daylight hours; early morning and after sunset hours shall only be approved with pre-arrangement.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following:
  - 1. Notify Engineer and Owner not less than five work days in advance of proposed utility interruptions.
  - 2. Notify local residents with written notice not less than 3 work days in advance of proposed utility interruptions.
  - 3. Utilities shall not be interrupted for longer than one work day. If interruptions are expected to last more than one work day temporary measures shall be provided.

1.9 MISCELLANEOUS PROVISIONS

- A. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) – Contractor shall comply with the Davis Bacon Act above for this project, and as supplemented by Department of Labor regulations (29CFR Part 5, “Labor Standard Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The Owner will provide a copy of the current prevailing wage determination issued by the Department of Labor and the award of the contract shall be conditioned upon the acceptance of the wage determination. All suspected or reported violations shall be reported to the Federal awarding agency.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

CITY OF SLIDELL  
NEW SIDEWALKS AND DRAINAGE:  
2<sup>nd</sup> St. (between Cleveland Ave. & Guzman St.)  
& Cleveland Ave. (between Lincoln Ave. and 8<sup>th</sup> St.)  
SLIDELL LA 70458

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# **GENERAL CONDITIONS**

# GENERAL CONDITIONS

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# **GENERAL CONDITIONS**

## **ARTICLE 1--DEFINITIONS**

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

**ADDENDA**--Addenda include additions and changes to plans or specifications issued by the Engineer prior to the reception of bids, and must be considered by the Contractor as a part of the original plans and specifications. Upon signing of the Contract, all Addenda will be included as a part of the contract documents.

**ADVERTISEMENT**--The advertisement published by the Owner giving notice of a request for bids.

**AGREEMENT**--The written agreement between Owner and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement.

**APPLICATION FOR PAYMENT**--The form furnished by Engineer which is to be used by Contractor in requesting progress payments and which is to include the schedule of values required by Paragraph 14.1 and an affidavit of Contractor that progress payments theretofore received on account of the Work have been applied by Contractor to discharge in full all of Contractor's obligations reflected in prior Applications for Payment.

**BID**--The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

**BIDDER**--Any person, firm or corporation submitting a Bid for the Work.

**BONDS**--Bid, performance and payment bonds and other instruments of security, furnished by Contractor and his surety in accordance with the Contract Documents.

**CHANGE ORDER**--A written order to Contractor signed by Owner authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

**CONTRACT DOCUMENTS**--The Agreement, Addenda (whether issued prior to the opening of Bids or the execution of the Agreement), Instructions to Bidders, Contractor's Bid, the Bonds, the Notice of Award, these General Conditions, the Supplementary Conditions, the Specifications, Drawings, Modifications, and Change Orders.

**CONTRACT PRICE**--The total monies payable to Contractor under the Contract Documents.

**CONTRACT TIME**--The number of days stated in the Agreement for the completion of the work, computed as provided in Paragraph 17.2.

**CONTRACTOR**--The person, firm or corporation with whom Owner has executed the Agreement.

**CREW**: The number of persons required for the performance of work at a site as determined by the Contractor in response to task difficulty and safety considerations at the time or location of the work.

**DAY**--A calendar day of twenty-four hours measured from midnight to the next midnight.

**DRAWINGS**--The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by Engineer and are referred to in the Contract Documents.

**EASEMENT:** A liberty, privilege, or advantage without profit which the Owner of one parcel of land may have in the land of another. In this agreement, all land, other than public streets, in which the Owner has sewer system lines or installations and right of access to such lines or installations.

**EASEMENT ACCESS:** Areas within an easement to which access is required for performance of work.

**ENGINEER**--The person, firm or corporation named as such in the Agreement.

**FIELD ORDER**--A written order issued by Engineer which clarifies, or interprets the Contract Documents in accordance with Paragraph-9.3 or orders minor changes in the Work in accordance with Paragraph 10.2.

### **INITIALS**

ASTM	American Society for Testing Materials
ACI	American Concrete Institute
AASHTO	American Association of State Highway and Transportation Officials
AWWA	American Water Works Association

**INVITATION TO BID:** The advertisement published by the Owner giving notice of a request for bids.

**LINEAR FOOT:** Being one foot. In these specifications used to denote unit of measurement related to the length of a sewer line.

**MODIFICATION**--(a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation issued by Engineer in accordance with Paragraph 9.3 or (d) a written order for a minor change or alteration in the Work issued by Engineer pursuant to Paragraph 10.2. A Modification may only be issued after execution of the Agreement.

**NOTICE OF AWARD**--The written notice by Owner to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified; Owner will execute and deliver the Agreement to him.

**NOTICE TO PROCEED**--A written notice given by Owner to Contractor (with a copy to Engineer) fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform his obligations under the Contract documents.

**OWNER:** The Owner is the City of Slidell.

**PAYMENT FOR WORK:** Payment for the items shown in Schedule of Bid Prices shall include all incidental items necessary to complete the work.

**PERFORMANCE BOND:** The approved form of security furnished by the Contractor and his Surety as a guarantee of the proper performance of the work and payment for all materials or other obligations contracted by him in the prosecution thereof.

**PLANS**--The Plans, cross sections, working drawings and supplemental drawings, or exact reproductions thereof, which show the locations, character, dimensions, and details of the work to

be done, and which are to be considered as a part of the contract, supplementary to these specifications.

**PROJECT**--The entire construction to be performed as provided in the Contract Documents.

**RESIDENT PROJECT REPRESENTATIVE**--The authorized representative of Engineer who is assigned to the Project site or any part, thereof.

**SHOP DRAWINGS**--All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by Contractor, Sub-contractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work.

**SITE:** Any location where work has been or will be done.

**SITE ACCESS:** An adequately clear area of a size sufficient to accommodate personnel and equipment required at the location where work is to be performed, including roadway or surface sufficiently unobstructed to permit conveyance of vehicles from the nearest paved roadway to the work location.

**SPECIFICATIONS**--Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work. The Specifications shall be considered to generally include, but not limited to, the contract documentation forms, the general conditions, supplemental conditions, technical specifications, and any addenda.

**STORM SEWER:** A sewer intended to carry only storm waters, surface runoffs, street washwaters, and drainage.

**STREET ACCESS:** Areas normally used for public vehicular traffic (including roads, streets, or rights-of-way extending twenty feet from either side of the traversing area) to which safe access is required for performance of work.

**SUBCONTRACTOR:** An individual, firm, or corporation having a direct contract with the Contractor or with any other lower-tier Subcontractor for performance of part of the work.

**SUBSTANTIAL COMPLETION**--The date as certified by the engineer when the construction of the Project or a specified part thereof is sufficiently completed, 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 be no such certification, the date when final payment is due in accordance with Paragraph 14.13.

**SURETY:** The corporate body, licensed to do business in the State where the work is located, which is bound with and for the Contractor, and which is primarily liable and responsible for the payment of all obligations pertaining to and for the acceptable performance of the work required by the Contractor.

**SWALE (DIP, SAG):** A significant deviation in pipe grade such as to cause entrapment of solids, semisolids, and liquids, thereby impeding the accuracy and/or effectiveness of flow measurements, cleaning, and internal-inspection.

**TESTING LABORATORY:** Any testing laboratory designated or approved by the Engineer to perform tests of materials entering the work.

**WORK**--Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by Contractor per the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

## **ARTICLE 2--PRE-CONSTRUCTION PROVISIONS**

### **AWARD OF CONTRACT**

2.0 The award of the Contract, if it be awarded, will be by the Owner to the lowest responsible Bidder whose Proposal shall have complied with all the requirements necessary to render it formal. The successful Bidder will be notified by email or letter mailed to the address shown on his Proposal that his bid has been accepted and that he has been awarded the Contract. No award will be made to any Contractor until their bond and insurance requirements are made satisfactory to the Owner.

### **EXECUTION OF AGREEMENT:**

2.1 At least the number of counterparts specified in the contract form of the Agreement and such other Contract Documents as practicable will be executed and delivered by Contractor to Owner within fifteen days of the Notice of Award; and Owner will execute and deliver one counterpart to Contractor within ten days of receipt of the executed Agreement from Contractor. Owner, Contractor and Engineer shall each receive an executed counterpart of the Contract Documents and additional confirmed copies as required.

**One set of the Executed Contract Documents shall be filed by the Owner at the expense of the Contractor.** Once the actual costs for recording the contract are known, the Slidell City Attorney will contact the Contractor to request a check be prepared and sent to the City Attorney for these costs. The City Attorney will then have the Contract recorded with the Clerk of Court or the Recorder of Mortgages in St. Tammany Parish.

### **DELIVERY OF BONDS:**

2.2 When he delivers the executed Agreements to Owner, Contractor shall also deliver to Owner such Bonds as may be required in accordance with Paragraph 5.1.

### **COPIES OF DOCUMENTS:**

2.3 Owner shall furnish to Contractor up to three (3) copies (unless otherwise provided in the Supplementary Conditions) of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction.

### **CONTRACTOR'S PRE-START REPRESENTATIONS:**

2.4 Contractor represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. Contractor also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the General Conditions of the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

**COMMENCEMENT OF CONTRACT TIME: NOTICE TO PROCEED:**

- 2.5 The Contract Time will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the day on which Owner delivers the executed Agreement to Contractor.

**STARTING THE PROJECT:**

- 2.6 Contractor shall start to perform his obligations under the Contract Documents within ten (10) days of the date when the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract Time commences to run.

**BEFORE STARTING CONSTRUCTION:**

- 2.7 Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to Engineer any conflict, error or discrepancy which he may discover; however, he shall not be liable to Owner or Engineer for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications.
- 2.8 Within ten (10) days of delivery of the executed Agreement by Owner to Contractor, Contractor shall submit to Engineer for approval, an estimated progress schedule indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions, if applicable. This provision may be waived by the Owner or Engineer.
- 2.9 Before starting the Work at the site, Contractor shall furnish Owner and Engineer certificates of insurance as required by Article 5. Within twenty (20) days after delivery of the executed Agreement by Owner to Contractor, but before starting the Work at the site, a conference will be held to review the above schedules, to establish procedures for handling Shop Drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be Owner or his representative, Engineer, Resident Project Representatives, Contractor and his Superintendent. The Owner may elect to dispense with this conference.

**ARTICLE 3--CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS**

- 3.1 It is the intent of the Contract Documents to describe the work. The work to be done under the Contract shall consist of the complete construction of each and every unit described in the plans, these General Specifications, the Construction specifications, the Special Provisions, Contract and Notice to Contractors, together with all authorized alterations. The Contractor shall furnish and provide, unless definitely and expressly stated to the contrary in the Proposal and Special Provisions or the Plans, all materials, implements, machinery, equipment, tools, supplies, transportation and labor necessary to the prosecution and completion of the Work. The work shall be scheduled to be performed on a standard Monday through Friday work week, unless otherwise approved by the Owner.
- 3.2 The Contract Documents are complementary; 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, he shall call it to Engineer's attention in writing at once and before proceeding with the Work affected thereby. In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order: Agreement, Modifications, Addenda, Specifications, and Drawings, Instructions to Bidders, Supplementary Conditions, General Conditions. Figure dimensions on Drawings shall govern over scale dimensions and detailed Drawings shall govern over general Drawings. 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 in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

## **ARTICLE 4--AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS**

### **AVAILABILITY OF LANDS:**

- 4.1 Owner shall furnish, as indicated in the Contract Documents and not later than the date when needed by Contractor, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by Owner, unless otherwise specified in the Contract Documents. If Contractor believes that any delay in Owner's furnishing these lands or easements entitles him to an extension of the Contract Time, he may make a claim therefore as provided in Article 12.

### **PHYSICAL CONDITIONS--SURVEYS AND REPORTS**

- 4.2 The Engineer shall provide, upon request available surveys and investigation reports of subsurface and latent physical conditions at the Project site which have been relied upon by Engineer in preparation of the Drawings and Specifications.

### **UNFORSEEN PHYSICAL CONDITIONS**

- 4.3 Contractor shall promptly notify Owner and Engineer in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents or anticipated in the design of the Project. Engineer will promptly investigate those conditions and advise Owner in writing if further surveys or subsurface tests are necessary. Promptly thereafter, Owner shall obtain the necessary additional surveys and tests and furnish copies to Engineer and Contractor.

### **REFERENCE POINTS**

- 4.4 If required to perform the Work, Owner shall provide engineering surveys to establish reference points. Contractor shall be responsible for surveying and laying out the Work (unless otherwise provided), and shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of Owner. He shall report to Engineer whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. Contractor shall replace and accurately relocate all reference points so lost, destroyed, or moved.

## **ARTICLE 5--BONDS AND INSURANCE**

### **PERFORMANCE, PAYMENT AND OTHER BONDS**

- 5.1 Contractor shall furnish performance and payment Bonds as security for the faithful performance and payment of all his obligations under the Contract Documents. These Bonds shall be in amounts at least equal to the Contract Price, and (except as otherwise provided) in such form and with such sureties as are licensed to conduct business in the state where the Project is located and are named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U. S. Treasury Department, or by a Louisiana domiciled insurance company with at least an A rating in the latest printing of A. M. Best's Key Rating Guide and in accordance with Louisiana R. S. 38:2219.

The Contractor's bondsman shall obligate himself to all the terms and covenants of these specifications and of contracts covering the work executed hereunder. The Owner reserves the right to order extra work or make changes by altering, adding to or deducting from the work under the conditions and in the manner herein described without notice to the Contractor's surety and without in any manner affecting the liability of bondsman or releasing him from any of his obligations hereunder. 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's fees for enforcement of contract and institution of concursus proceedings, if such proceedings become necessary. Likewise, it shall provide that if the Engineer is put to labor or expense by enforcement of contract and institution of concursus proceedings or through delinquency or insolvency of the contract, they shall be equitably paid for such extra expense and services involved.

The surety of the Contractor shall be and does hereby declare and acknowledge himself by acceptance to be bound to the Owner as guarantor, jointly and in solido with the Contractor, for fulfillment of terms of the foregoing conditions. The Owner reserves the right to submit to the Bonding Agent of the Contractor at any time a report of the Contractor's progress on the project. The Contractor, upon written request, may receive copies of any report sent.

- 5.2 If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located is revoked, Contractor shall within five days thereafter substitute another Bond and surety, both of which shall be acceptable to Owner.

#### **CONTRACTOR'S LIABILITY INSURANCE**

- 5.3 Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom--any or all of which may arise out of or result from Contractor's operations under the Contract Documents, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall include the specific coverages and be written for not less than any limits of liability and maximum deductibles specified in the Supplementary Conditions or General Conditions or required by law, whichever is greater, shall include contractual liability insurance and shall include Owner and Engineer as additional insured parties. Before starting the work, Contractor shall file with Owner and Engineer, certificates of such insurance acceptable to Owner. These certificates shall contain a provision that should any of the policies described in the certificate be cancelled prior to the expiration date thereof, notice shall be delivered in accordance with the policy provisions. Also, the City of Slidell shall be listed as "additionally insured" on the Certificate of Insurance.

The limits of liability coverage shall not be less than the following:

- Bodily injury liability of \$1,000,000 per person and \$1,000,000 per accident.
- Property damage liability of \$1,000,000 per accident.
- Builder's Risk in amounts at least equal to the Contract Price
- Workman's Comp in the amount of \$1,000,000

### **OWNER'S LIABILITY INSURANCE**

5.4 Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract Documents.

### **PROPERTY INSURANCE**

5.5 NOT USED

5.6 NOT USED

5.7 NOT USED

5.8 NOT USED

5.9 NOT USED

5.10 Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under Paragraphs 5.3 through 5.11, inclusive. Contractor shall require similar waivers by Subcontractors in accordance with Paragraph 6.12.

5.11 NOT USED

### **ADDITIONAL BONDS AND INSURANCE**

5.12 NOT USED

## ***ARTICLE 6--CONTRACTOR'S RESPONSIBILITIES***

### **SUPERVISION AND SUPERINTENDENCE:**

6.1 Contractor shall supervise and direct the Work efficiently and with his best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but he shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2 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 and Engineer 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 Contractor.

### **LABOR, MATERIALS AND EQUIPMENT:**

6.3 Contractor shall provide competent, suitably qualified personnel to survey and lay out the work, if necessary, and perform services as required by the Contract Documents. He shall at all times maintain good discipline and order at the site.

6.4 Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the work.

6.5 All materials and equipment shall be new, except as Otherwise provided in the Contract Documents. If required by Engineer, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

If materials are brought on the work site which do not conform to the Contract Documents, the Engineer shall order the same to be removed forthwith, and in case of the neglect or refusal of the Contractor or those employed by him to remove such materials, to cause the same to be removed at the expense of the Contractor and to deduct the cost of such removal and all other expenses incidental thereto from the amount which may be due or may become due the Contractor.

- 6.6 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.

**SUBSTITUTE MATERIALS OR EQUIPMENT:**

- 6.7 If the General Conditions of the Specifications, law, ordinance, or applicable rules or regulations permit Contractor to furnish or use a substitute that is equal to any material or equipment specified, and if Contractor wishes to furnish or use a proposed substitute, he shall, prior to the conference called for by Paragraph 2.9 (unless another time is provided in the General Conditions), make written application to Engineer for approval of such a substitute certifying in writing that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified; stating whether or not its incorporation in or use in connection with the Project is subject to the payment of any license fee or royalty; and identifying all variations of the proposed substitute from that specified and indicating available maintenance service. No substitute shall be ordered or installed without the written approval of Engineer who will be the judge of equality and may require Contractor to furnish such other data about the proposed substitute as he considers pertinent. No substitute shall be ordered or installed without such performance guarantee and bonds as Owner may require which shall be furnished at Contractor's expense.

**CONCERNING SUBCONTRACTORS:**

- 6.8 Contractor shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom Owner or Engineer may have reasonable objection. Use of any Subcontractor, other person or organization by Contractor shall not constitute a waiver of any right of Owner or Engineer to reject defective Work or Work not in conformance with the Contract Documents. If Owner or Engineer after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by Contractor after the Notice of Award, Contractor shall submit an acceptable substitute. Contractor shall not without the consent of Owner and Engineer make any substitution for any Contractor, other person or organization who has been accepted by Owner and Engineer unless Engineer determines that there is good cause for doing so.
- 6.9 Contractor shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between Owner or Engineer and any Subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of Owner or Engineer to pay or to see to the payment of any monies due any Subcontractor or other person or organization, except as may otherwise be required by law. Owner or Engineer may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of

amounts paid to Contractor on account of specific Work done in accordance with the schedule of values.

- 6.10 The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.
- 6.11 Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of Owner.
- 6.12 All work performed for Contractor by a Subcontractor shall be pursuant to an appropriate agreement between Contractor and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance provided in accordance with Paragraphs 5.5 through 5.11, inclusive, Contractor shall pay each Subcontractor a just share of any insurance monies received by Contractor under Paragraphs 5.5 through 5.11, inclusive.

**PATENT FEES AND ROYALTIES:**

- 6.13 Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents. Contractor shall indemnify and hold harmless Owner and Engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

**PERMITS:**

- 6.14 Contractor shall obtain and pay all construction permits and licenses and shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall also pay all public utility charges.

**LAWS AND REGULATIONS:**

- 6.15 Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If Contractor observes that the Specifications or Drawings are at variance therewith, he shall give Engineer prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to Engineer, he shall bear all costs arising therefrom; however, it shall not be his primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

**TAXES:**

- 6.16 Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place where the Work is to be performed.

**USE OF PREMISES:**

- 6.17 Contractor shall confine operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents.
- 6.18 Contractor shall not load nor permit any part of any structure to be loaded with weights that will endanger the structure, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

**RECORD DRAWINGS:**

- 6.19 Contractor shall keep on record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to Engineer and shall be delivered to him for Owner upon completion of the Project.

**SAFETY AND PROTECTION:**

- 6.20 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- 6.20.1 All employees on the Work and other persons who may be affected thereby,
- 6.20.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and
- 6.20.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavement, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for its safety and protection. He shall notify owners of adjacent utilities when prosecution of the Work may affect them. All damages, injury or loss to any property referred to in Paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in a whole or in part, by Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by Contractor; except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or CDA or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and CDA has issued a notice to Owner and Contractor in accordance with Paragraph 14.13 that Work is acceptable and complete.

- 6.21 Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to Owner.

**EMERGENCIES:**

- 6.22 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, Contractor without special instruction or authorization from CDA or Owner, is obligated to act, at his discretion, to prevent threatened damage, injury or loss.

**SHOP DRAWINGS AND SAMPLES:**

- 6.23 After checking and verifying all field measurements, Contractor shall submit to Engineer for approval, in accordance with the accepted schedule of Shop Drawings submissions (see Paragraph 2.8), five copies (or Engineer'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 Engineer 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 Engineer to review the information as required.
- 6.24 Contractor shall also submit to Engineer for approval with such promptness as to cause no delay in Work, all samples 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.
- 6.25 At the time of each submission, Contractor shall in writing call Engineer's attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.
- 6.26 Engineer will review and approve with reasonable promptness Shop Drawings and samples, but his review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The Approval 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 Engineer and shall return the required number of corrected copies of Shop Drawings and re-submit new samples until approved. Contractor shall direct specific attention in writing or on re-submitted Shop Drawings to revisions other than the corrections called for by Engineer on previous submissions. Contractor's stamp of approval on any Shop Drawing or sample shall constitute a representation to Owner and Engineer that Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawing or sample with the requirements of the work and the Contract Documents.
- 6.27 Where a Shop Drawing or sample submission is required by the Specifications, no related Work shall be commenced until the submission has been approved by Engineer. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by Contractor at the site and shall be available to Engineer.
- 6.28 Engineer's approval of Shop Drawings or sample shall not relieve Contractor from his responsibility for any deviations from the requirements of the Contract Documents, unless Contractor has in writing called Engineer's attention to such deviation at the time of submission and Engineer has given written approval to the specific deviation, nor shall any approval by Engineer relieve Contractor from responsibility for errors or omissions in the Shop Drawings.

**CLEANING:**

- 6.29 Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work, and at the completion of the Work he shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by Owner. Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

## **INDEMNIFICATION:**

- 6.30 Contractor agrees to save and hold harmless, protect, defend, and indemnify the City of Slidell, Louisiana, its officers, agents, employees and volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of Contractor, its agents, servants and employees, or any and all costs, expenses and/or attorney fees incurred by City of Slidell, Louisiana as a result of any claim, demands, and/or causes of action, except those claims, demands, and/or causes of action arising out of the negligence of the City of Slidell, Louisiana, its agents, representatives, employees and volunteers. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim, demand or suit is groundless, false or fraudulent.
- 6.31 NOT USED
- 6.32 NOT USED

## **ARTICLE 7--WORK BY OTHERS**

- 7.1 Owner may perform additional work related to the Project by himself, or he may let other direct contracts therefore which shall contain General Conditions similar to these. Contractor shall afford the other contractors who are parties to such direct contracts (or Owner, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.
- 7.2 If any part of Contractor's Work depends for proper execution or results upon the work of any such other contractor (or Owner), Contractor shall inspect and promptly report to Engineer in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure to so report shall constitute an acceptance of the other work as fit and proper for the relationship of his work except as to defects and deficiencies which may appear in the other work after the execution of his Work.
- 7.3 Contractor shall do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. Contractor shall not endanger any work of other by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and of the other contractors whose work will be affected.
- 7.4 If the performance of additional work by other contractors or Owner is not noted in the Contract Documents prior to the execution of the contract, written notice thereof shall be given to Contractor prior to starting any such additional work.

## **ARTICLE 8--OWNER'S RESPONSIBILITIES**

- 8.1 NOT USED
- 8.2 NOT USED
- 8.3 Owner shall furnish the data required of him under the Contract Documents promptly and shall make payments to Contractor promptly after they are due as provided in Paragraphs 14.4 and 14.13.

- 8.4 Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.1 and 4.4. Paragraph 4.2 refers to Owner's identifying and making available to Contractor copies of surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance of the work which have been relied upon by Engineer in preparing the Drawings and Specifications.
- 8.5 Owner's responsibilities in respect of liability and property insurance are set forth in Paragraph 5.4 and 5.5.
- 8.6 In addition to his rights to request changes in the Work in accordance with Article 10, Owner (especially in certain instances as provided in Paragraph 10.4) shall be obligated to execute reasonable Change Orders.
- 8.7 Owner's responsibility in respect of certain inspections, tests and approvals is set forth in Paragraph 13.2.
- 8.8 In connection with Owner's right to stop Work or suspend Work, see Paragraphs 13.8 and 15.1. Paragraph 15.2 deals with Owner's right to terminate services of Contractor under certain circumstances.

## **ARTICLE 9--ENGINEER'S STATUS DURING CONSTRUCTION**

### **OWNER'S REPRESENTATIVE:**

- 9.1 Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in these General Conditions and shall not be extended without written consent of Owner and Engineer.

### **VISITS TO SITE:**

- 9.2 Engineer will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. His efforts will be directed toward providing assurance for Owner that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defects and deficiencies in the Work of contractors.

### **CLARIFICATIONS AND INTERPRETATIONS**

- 9.3 Engineer will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price, he may make a claim therefore as provided in Article 11.

### **REJECTING DEFECTIVE WORK:**

- 9.4 Engineer will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in Paragraph 13.2 or has been damaged prior

to approval of final payment) as provided in Paragraph 13.7, whether or not the Work is fabricated, installed or completed.

**SHOP DRAWINGS, CHANGE ORDERS AND PAYMENTS:**

- 9.5 In connection with Engineer's responsibility for Shop Drawings and samples, see Paragraphs 6.23 through 6.28 inclusive.
- 9.6 In connection with Engineer's responsibility for Change Orders, see Articles 10, 11 and 12.
- 9.7 In connection with Engineer's responsibilities in respect of Applications for Payment, etc., see Article 14.

**RESIDENT PROJECT REPRESENTATIVES:**

- 9.8 If Owner and Engineer agree, Engineer will furnish a Resident Project Representative and assistants to assist Engineer in carrying out his responsibilities at the site. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants shall be as set forth in an exhibit to be incorporated in the Contract Documents, (see Article 19: Supplemental Conditions).

**DECISIONS ON DISAGREEMENTS:**

- 9.9 Engineer will be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder. In his capacity as interpreter and judge he will exercise his best efforts to insure faithful performance by both Owner and Contractor. He will not show partiality to either and will not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred to Engineer for decision; which he will render in writing within a reasonable time. Such decisions shall be binding on the Owner and Contractor.
- 9.10 NOT USED

**LIMITATIONS ON ENGINEER'S RESPONSIBILITIES:**

- 9.11 Neither Engineer's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Engineer to Contractor, any Subcontractor, any materialman, fabricator, supplier or any of their agents or employees or any other person performing any of the work.
- 9.12 Engineer will not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and he will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.13 Engineer will not be responsible for the acts or omissions of Contractor, or any Subcontractors, or any of his or their agents or employees, or any other persons at the site or otherwise performing any of the Work.

**ARTICLE 10--CHANGES IN THE WORK**

- 10.1 The Work shall be paid according to the bid items in the Bid. If services are required to complete the Work that are not covered in the Bid, the Owner may, at his/ her discretion, without invalidating the Agreement, authorize this additional Work by written Change Order.

Upon receipt of a Change Order, Contractor shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents.

- 10.2 Engineer may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order.
- 10.3 Additional Work performed by Contractor without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time.
- 10.4 Owner shall execute appropriate Change Orders prepared by Engineer covering changes in the Work involving work not included in the bid items in the Bid.
- 10.5 It is the Contractor's responsibility to notify his Surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly.

## **ARTICLE 11--CHANGE OF CONTRACT PRICE**

- 11.1 The Contract Price will be the sum total of lump sum price or unit prices and associated quantities in the bid, as required to perform the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be included. No other compensation is available unless expressly approved by the Owner.
- 11.2 The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to Owner and Engineer within fifteen days of the occurrences to the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrences unless Engineer allows an additional period of time to ascertain accurate cost data. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.
- 11.3 The value of any Work covered by a Change Order or any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
  - 11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
  - 11.3.2 By mutual acceptance of a lump sum.
  - 11.3.3 On the basis of the Cost of the Work (determined as provided in Paragraphs 11.4 and 11.5) plus a Contractor's Fee for overhead and profit (determined as provided in Paragraph 11.6).

### **COST OF THE WORK:**

- 11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 11.5:
  - 11.4.1 Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and

Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours (8-hour days, Monday through Friday), on Sunday or legal holidays shall be included in the above to the extent authorized by Owner.

- 11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers, field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
- 11.4.3 Payments made by Contractor to the Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such bids to Owner who will then determine with the advice of Engineer, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work Plus a Fee, the Cost of the Work shall be determined in accordance with Paragraphs 11.4 and 11.5. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.
- 11.4.4 Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.
- 11.4.5 Supplemental costs including the following:
  - 11.4.5.1 The proportion of necessary transportation, traveling and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - 11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of Contractor.
  - 11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

- 11.4.5.4 Sales, use or similar taxes related to the Work, and for which Contractor is liable, imposed by any governmental authority.
- 11.4.5.5 Deposits lost for causes other than Contractor's negligence, royalty payments and fees for permits and licenses.
- 11.4.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by Contractor in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee. If, however, any such loss or damage requires reconstruction and Contractor is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in Paragraph 11.6.2.
- 11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.
- 11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
- 11.4.5.9 Cost of premiums for bonds and insurance which Owner is required to pay in accordance with Paragraph 5.12.

11.5 The term Cost of the Work shall not include any of the following:

- 11.5.1 Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agent, expeditors, timekeepers, clerks, and other personnel employed by Contractor whether at the site or in his principal or a branch office for general administration of the work and not specifically included in the schedule referred to in Subparagraph 11.4.1--all of which are to be considered administrative costs covered by the Contractor's Fee.
- 11.5.2 Expenses of Contractor's principal and branch offices other than his office at the site.
- 11.5.3 Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the work and charges against Contractor for delinquent payments.
- 11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not Contractor is required by the Contract Documents to purchase and maintain the same (except as otherwise provided in Subparagraph 11.4.5.9).
- 11.5.5 Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 11.4.

**CONTRACTOR'S FEE:**

11.6 The Contractor's Fee which shall be allowed to Contractor for his overhead and profit shall be determined as follows:

11.6.1 a mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2 a fee based on the following percentages of the various portions of the Cost of the Work:

11.6.2.1 for costs incurred Under Paragraphs 11.4.1 and 11.4.2, the Contractor's Fee shall be ten percent,

11.6.2.2 for costs incurred under Paragraph 11.4.3, the Contractor's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work

11.6.2.3 no fee shall be payable on the basis of costs itemized under Paragraphs 11.4.4, 11.4.5 and 11.5.

11.7 NOT USED

11.8 Whenever the cost of any Work is to be determined pursuant to Paragraphs 11.4 and 11.5, Contractor will submit in a form prescribed by Engineer an itemized cost breakdown together with supporting data.

11.9 NOT USED

**ARTICLE 12 - CHANGE OF THE CONTRACT TIME**

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to Owner and Engineer within fifteen (15) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless Engineer allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by Engineer if Owner and Contractor cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of Contractor if he makes a claim therefore as provided in Paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by Owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3 All the time limits stated in the Contract Documents are of the essence for the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

## **ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTIONS, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

### **WARRANTY AND GUARANTEE:**

- 13.1 Contractor warrants and guarantees to Owner and Engineer that all work will be of good quality in accordance with the requirements of the Contract Documents.

### **TESTS AND INSPECTIONS:**

- 13.2 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 therefore, pay all costs in connection therewith and furnish Engineer the required certificates of inspection, testing or approval. All other inspections, tests and approvals required by the Contract Documents shall be performed by organizations acceptable to Owner and Contractor and the cost thereof shall be borne by Contractor unless otherwise specified.
- 13.3 Contractor shall give Engineer timely notice of readiness of the work for all inspections, tests or approvals. If any such Work required so to be inspected, tested or approved is covered without approval of Engineer, it must, if requested by Engineer, be uncovered for observation, and such uncovering shall be at Contractor's expense unless Contractor has given Engineer timely notice of his intention to cover such Work and Engineer has not acted with reasonable promptness in response to such notice.
- 13.4 Neither observations by Engineer nor inspections, tests or approvals by persons other than Contractor shall relieve Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.
- 13.5 Engineer and his representatives and other representatives of Owner 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.

### **UNCOVERING WORK:**

- 13.6 If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for his observation and replaced at Contractor's expense.
- 13.7 If any work has been covered which Engineer has not specifically requested to observe prior to its being covered, or if Engineer considers it necessary or advisable that covered work be inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or testing as Engineer 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 and/or extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefore as provided in Articles 11 and 12.

### **OWNER MAY STOP THE WORK:**

- 13.8 If the Work is defective, or Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if 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 for 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.

**CORRECTION OR REMOVAL OF DEFECTIVE WORK:**

13.9 If required by Engineer prior to approval of final payment, Contractor shall promptly, without cost to Owner and as specified by Engineer, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Engineer, remove it from the site and replace it with acceptable 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 Engineer, 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 expenses of making good all Work of others destroyed or damaged by his correction, removal or replacement of his defective Work.

**ONE-YEAR CORRECTION PERIOD:**

13.10 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 Contractor 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 acceptable 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.

**ACCEPTANCE OF DEFECTIVE WORK:**

13.11 If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to approval of final payment, also Engineer) prefers to accept it, he 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.

**NEGLECTED WORK BY CONTRACTOR:**

13.12 If Contractor should fail to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, Owner, after seven days written notice to Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and the cost thereof (including compensation for additional professional services) shall be charged against Contractor if Engineer approves such action, in which case 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.

**ARTICLE 14--PAYMENTS AND COMPLETION**

**SCHEDULES:**

- 14.1 At least ten (10) days prior to submitting the first Application for a progress payment, Contractor shall submit a progress schedule, a final schedule of Shop Drawings submission and schedule of values of the Work. These schedules shall be satisfactory in form and substance to Engineer. The schedule of values shall include quantities and unit prices aggregating the Contractor Price, and shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon approval of the schedules of values by Engineer, it shall be incorporated into the form of Application for Payment furnished by Engineer.

**APPLICATION FOR PROGRESS PAYMENT:**

- 14.2 At least ten (10) days before each progress payment falls due (but not more than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such data and schedules as Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to Owner, as will establish Owner's title to the material and equipment and protect his interest therein, including applicable insurance. Each subsequent Application 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 Applications for Payment. A retainage of 10% (ten percent) shall be withheld from each progress payment to satisfy lien claims unless the contract amount is greater than \$500,000, at which the retainage shall be 5% (five percent).

**CONTRACTOR'S WARRANTY OF TITLE:**

- 14.3 Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

**APPROVAL OF PAYMENTS:**

- 14.4 Engineer will, within ten (10) days after receipt of each Application for Payment, either indicate in writing his approval of payment and present the Application to Owner, or return the Application to Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, Contractor may make the necessary corrections and re-submit the Application. Owner shall, within thirty (30) days of presentation to him of an approved Application for Payment, pay Contractor the amount approved by Engineer.
- 14.5 Engineer's approval of any payment requested in an Application for Payment will constitute a representation by him to Owner, based on Engineer's on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application for Payment and the accompanying data and schedules that the work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval); and that Contractor is entitled to payment of the amount approved.
- 14.6 Engineer's approval of final payment will constitute an additional representation by him, to Owner that the conditions precedent to Contractor's being entitled to final payment as set forth in Paragraph 14.13 have been fulfilled.

- 14.7 Engineer may refuse to approve the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to Owner. He may also refuse to approve any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously approved, to such extent-- as may be necessary in his opinion to protect Owner from loss because:
- 14.7.1 the Work is defective, or completed Work has been damaged requiring correction or replacement,
  - 14.7.2 claims or Liens have been filed or there is reasonable cause to believe such may be filed,
  - 14.7.3 NOT USED
  - 14.7.4 Owner has been required to correct defective Work or complete the Work in accordance with Paragraph 13.9, or
  - 14.7.5 of unsatisfactory prosecution of the Work, including failure to furnish acceptable submittals or to clean up.

**SUBSTANTIAL COMPLETION:**

- 14.8 Prior to final payment, Contractor may, in writing to Owner and Engineer, certify that the entire Project is substantially complete and request that Engineer issue a certificate of Substantial Completion. Within a reasonable time thereafter, Owner, Contractor and Engineer shall make an inspection of the Project to determine the status of completion. If Engineer does not consider the Project substantially complete, he will notify Contractor in writing giving his reasons therefore. If Engineer considers the Project substantially complete, he will prepare and deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion and the responsibilities between Owner and Contractor for maintenance and utilities. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment, and the certificate shall fix the time within which such items shall be completed or corrected, said time to be within the Contract Time.

Owner shall have seven days after receipt of the tentative certificate during which he may make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Project is not substantially complete, he will within fourteen (14) days after submission of the tentative certificate to Owner notify Contractor in writing, stating his reasons therefore. If, after consideration of Owner's objections, Engineer considers the Project substantially complete, he will within said fourteen (14) days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as he believes justified after consideration of any objections from Owner.

- 14.9 Owner shall have the right to exclude Contractor from the Project after date of Substantial Completion, but Owner shall allow Contractor reasonable access to complete or correct items on the tentative list.

**PARTIAL UTILIZATION:**

- 14.10 Prior to final payment, Owner may request Contractor in writing to permit him to use a specified part of the Project which he believes he may use without significant interference

with the construction of the other parts of the Project. If Contractor agrees, he will certify to Owner and Engineer that said part of the Project is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Project to determine its status of completion. If Engineer does not consider that it is substantially complete, he will notify Owner and Contractor in writing giving his reasons therefore. If Engineer considers that part of the Project to be substantially complete, he will execute and deliver to Owner and Contractor a certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, attaching thereto a tentative list of items to be completed or corrected before final payment and fixing the responsibility between Owner and Contractor for maintenance, heat and utilities as to that part of the Project. Owner shall have the right to exclude Contractor from any part of the Project which Engineer has so certified to be substantially complete, but Owner shall allow Contractor reasonable access to complete or correct items on the tentative list.

**FINAL INSPECTION:**

14.11 Upon written notice from Contractor that the Project is complete, Engineer will make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars for which this inspection reveals that the work is incomplete or defective. Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

**FINAL APPLICATION FOR PAYMENT:**

14.12 After Contractor has completed all such corrections to the satisfaction of Engineer and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection and other documents--all as required by the Contract Documents, he may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by such data and schedules as Engineer may reasonably require, together with complete and legally effective releases or waivers (satisfactory to Owner) of all Liens arising out of the Contract Documents and the labor and services performed and the material and equipment furnished thereunder. In lieu thereof and as approved by Owner, Contractor may furnish receipts or releases in full; an affidavit of Contractor that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. Contractor may furnish a Bond or other collateral satisfactory to Owner to indemnify him against any Lien.

**APPROVAL OF FINAL PAYMENT:**

14.13 If, on the basis of his observation and review of the Work during construction, his final inspection and his review of the final Application for Payment--all as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor has fulfilled all of his obligations under the Contract Documents, he will, within ten (10) days after receipt of the final Application for Payment, indicate in writing his approval of payment and present the Application to Owner for payment. Thereupon Engineer will give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.16. Otherwise, he will return the Application to Contractor, indicating in writing his reasons for refusing to approve final payment, in which case Contractor shall make the necessary corrections and re-submit the Application. Owner shall, within thirty (30) days of presentation to him of an approved final Application for Payment, pay Contractor the amount approved by Engineer. Monies in retainage shall be requested as above after the lien period.

14.14 If after Substantial Completion of the work, final completion thereof is materially delayed through no fault of Contractor, and Engineer so confirms, Owner shall, upon certification of Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully complete or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in Paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Engineer prior to certification of such payments. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

**CONTRACTOR'S CONTINUING OBLIGATION:**

14.15 Contractor's obligation to perform the work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by Engineer, nor the issuance of a certificate of Substantial Completion, nor any payment by Owner to Contractor under the Contract Documents, nor any use or occupancy of the Project or any failure to do so, nor any correction of defective work by Owner shall constitute an acceptance of Work not in accordance with the Contract documents.

**WAIVER OF CLAIMS:**

14.16 The making and acceptance of final payment shall constitute:

14.16.1 a waiver of all claims by Owner against Contractor other than those arising from unsettled Liens, defective work appearing after final inspection pursuant to Paragraph 14.11, or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein, and

14.16.2 a waiver of all claims by Contractor against Owner other than those previously made in writing and still unsettled.

**MAINTENANCE BONDS:**

14.17 NOT USED

14.18 Upon substantial completion of the Construction or Work, the Contractor at the discretion of the Engineer shall file the Engineer's Certificate of Substantial Completion with the Clerk of Courts or Recorder of Mortgages where the Contract Documents were recorded. At the expiration of 45 days, if no claims have been recorded, the Contractor shall obtain and submit to the Engineer a lien privilege certificate along with his final application for payment. Substantial completion shall be generally defined at such time as the Owner may occupy or use the Work for its intended function.

**ARTICLE 15--SUSPENSION OF WORK AND TERMINATION**

**OWNER MAY SUSPEND WORK:**

15.1 Owner may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by notice in writing to Contractor and Engineer which shall fix the date on which Work shall be resumed. Contractor shall resume the Work on the date so fixed. Contractor will be allowed an increase in the Contract Price or an

extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided in Articles 11 and 12.

**OWNER MAY TERMINATE:**

- 15.2 If Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to re-organize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of Engineer, or if he otherwise violates any provision of the Contract Documents, then Owner may, without prejudice to any other right or remedy and after giving Contractor and his Surety seven days, written notice, terminate the services of Contractor and take possession of the Project and finish the Work by whatever method he may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the work is finished.
- 15.3 Where Contractor's services have been so terminated by Owner, said terminations shall not affect any right of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of monies by Owner due Contractor will not release Contractor from liability.
- 15.4 Upon seven (7) days written notice to Contractor and engineer, Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such cases, Contractor shall be paid for all Work executed and any expense sustained plus a reasonable profit.
- 15.5 NOT USED

**ARTICLE 16--ARBITRATION**

- 16.1 Arbitration shall not be an acceptable method of settlement for any claim, dispute, discrepancy, deficiency, or other matter associated directly or indirectly with the work, unless specifically agreed to in writing by all parties associated with the Work.

**ARTICLE 17—MISCELLANEOUS**

**GIVING NOTICE:**

- 17.1 Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

**COMPUTATION OF TIME:**

- 17.2 When any period of time is referred to in the Contract Documents by days, it shall be commuted to include the first and the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

**GENERAL:**

- 17.3 NOT USED

- 17.4 All Specifications, Drawings, and copies thereof furnished by Engineer shall remain his property. They shall not be used on another Project. With the exception of those sets which have been signed in connection with the execution of the Agreement, all documents shall be returned to him on request upon completion of the Project. The Contract Documents shall not be re-used or copied without the express written consent of the Engineer of record.
- 17.5 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular but without limitations, the warranties, guarantees and obligations imposed upon Contractor by Paragraphs 6.30, 13.1, 13.10, and 14.3 and the rights and remedies available to Owner thereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to them which are otherwise imposed or available by law, by special guarantee or by other provisions of the Contract Documents.
- 17.6 Should Owner or Contractor suffer injury or damage to his person or property because of any error, omission or act of the other or of any of his employees or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.
- 17.7 The Contract Documents shall be governed by the law of the place of the Project.

**PROJECT SIGNS:**

- 17.8 Project signs shall be provided by the Contractor as required in the technical specifications. Any required signs shall be furnished and erected to Engineer's approval prior to any work being performed on the project. No payments shall be made if this requirement is not met. This is not a pay item.

**PROJECT VIDEO:**

- 17.9 The project area shall be videoed by the Contractor before and after the construction of the Work. This shall be copied onto a CD in a widely acceptable, readable format. The tape or copy thereof shall be provided for Owner's records.
- 17.10 NOT USED

***ARTICLE 18--TIME FOR COMPLETION AND LIQUIDATED DAMAGES***

- 18.1 The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice To Proceed and completed within the time specified in the Contract Documents.
- 18.2 The Contractor will proceed with the work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.
- 18.3 If the Contractor shall fail to complete the Work within the Contract Time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Bid for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

18.4 The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and the Contractor has promptly given Written Notice of such delay to the Owner or Engineer.

18.4.1 To any preference, priority or allocation order duly issued by the Owner.

18.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor, and abnormal and unforeseeable weather.

## **ARTICLE 19--SUPPLEMENTARY CONDITIONS**

### **GENERAL:**

Report to Bonding Company: The Owner reserves the right to submit to the Bonding Agent of the Contractor at any time a report of the Contractor's progress on the project. The Contractor, upon written request, may receive copies of any report sent.

### **DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE**

- A. The Resident Project Representative is the Engineer's Agent, and will act as directed by and under the supervision of Engineer and will confer with the Engineer regarding his actions. The Resident Project Representative's dealings in matters pertaining to the on-site Work shall in general be only with the Engineer and the Contractor, and dealings with subcontractors shall only be through or with the full knowledge of the Contractor. Written communications with the Owner will be only through or as directed by the Engineer.
- B. Duties and Responsibilities – Resident Project Representative will:
1. Schedules: Review the progress schedule, schedule of Shop Drawing submissions and schedule of values prepared by Contractor and consult with Engineer concerning their acceptability.
  2. Conferences: Attend pre-construction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with Engineer and notify those expected to attend in advance. Attend meetings, and maintain and circulate copies of minutes thereof.
  3. Liaison:
    - a. Serve as the Engineer's liaison with the Contractor, working principally through the Contractor's superintendent and assist him in understanding the intent of the Contract Documents. Assist the Engineer in serving as the Owner's liaison with the Contractor when the Contractor's operations affect the Owner's on-site operations.
    - b. As requested by the Engineer, assist in obtaining from the Owner additional details or information, when required at the job site for proper execution of the Work.
  4. Shop Drawings and Samples
    - a. Receive and record date of receipt of Shop Drawings and samples, receive samples which are furnished at the site by Contractor, and notify Engineer of their availability for examination.

- b. Advise Engineer and Contractor or his superintendent immediately of the commencement of any Work requiring a Shop Drawing or sample submission if the submission has not been approved by Engineer.
5. Review of Work, Rejection of Defective Work, Inspections and Tests
  - a. Conduct on-site observations of the work in progress to assist Engineer in determining if the Work is proceeding in accordance with the Contract Documents and that completed Work will conform to the Contract Documents.
  - b. Report to Engineer whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approvals required to be made, or has been damaged prior to final payment; and advise Engineer when he believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
  - c. Verify that tests, equipment and systems startups and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required personnel, and that Contractor maintains adequate records thereof; observe, record and report to Engineer appropriate details relative to the test procedures and startups.
  - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to Engineer.
6. Interpretation of Contract Documents: Transmit to Contractor the Engineer's clarifications and interpretations of the Contract Documents.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to Engineer.
8. Records
  - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress, reports, and other Project related documents.
  - b. Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to Engineer.
  - c. Record names, addresses and telephone numbers of all Contractors, sub-contractors and major suppliers of materials and equipment.
9. Reports
  - a. Furnish Engineer periodic reports as required of progress of the Work and Contractor's compliance with the approved progress schedule of Shop Drawing submissions.
  - b. Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the work.
  - c. Report immediately to Engineer upon the occurrence of any accident.
10. Payment Requisitions: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to

Engineer, noting particularly their relation to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, Maintenance and operation Manuals: During the course of the Work verify that certificates, maintenance and operation manuals, and other data required to be assembled and furnished by Contractor are applicable to the items actually installed; and deliver this material to Engineer for his review and forwarding to Owner prior to final acceptance of the Work.

#### 12. Completion

- a. Conduct final inspection in the company of Engineer, Owner and Contractor and prepare a final list of items to be completed or corrected.
- b. Before Engineer issues a Certificate of Completion, submit to Contractor a list of observed items requiring completion or correction.
- c. Verify that all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

#### 13. Limitations of Authority

Except upon written instructions of Engineer, Resident Project Representative:

- a. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
- b. Shall not exceed limitations on Engineer's authority as set forth in the contract Documents.
- c. Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent, or expedite the Work.
- d. Shall not advise or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
- e. Shall not advise or issue directions as to safety precautions and programs in connection with the Work.
- f. Shall not authorize Owner to occupy the Project in whole or in part.
- g. Shall not participate in specialized field or laboratory tests.

WAGE DETERMINATION

General Decision Number: LA160015 01/08/2016 LA15

Superseded General Decision Number: LA20150015

State: Louisiana

Construction Type: Highway

Counties: Jefferson, Orleans, Plaquemines, St Bernard, St Charles, St John the Baptist and St Tammany  
Counties in Louisiana.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number                  Publication Date  
0    01/08/2016

CARP1846-001 07/01/2015

	Rates	Fringes
Carpenter (includes form work)...	\$ 24.26	8.20

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ENGI0406-001 10/28/2010

	Rates	Fringes
Mechanic.....	\$ 25.40	8.05

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\* LABO0099-001 07/01/2015

ORLEANS, JEFFERSON and ST. BERNARD PARISHES

	Rates	Fringes
LABORER (Common or General).....	\$ 17.94	3.15

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\* LABO0099-002 07/01/2015

WAGE DETERMINATION

PLAQUEMINES, ST.CHARLES and ST. JOHN THE BAPTIST PARISHES

	Rates	Fringes
LABORER (Common or General).....	\$ 15.32	3.15

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SULA2011-003 08/17/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$ 20.03		4.24
IRONWORKER, REINFORCING.....\$ 17.49		
LABORER: Common or General St. Tammany County.....	\$ 9.51	1.14

Power equipment operators:

Asphalt Paver.....	\$ 17.20	4.97
Backhoe/Excavator/Trackhoe..	\$ 16.85	4.91
Broom/Sweeper.....	\$ 15.17	5.15
Bulldozer.....	\$ 16.40	
Crane.....	\$ 25.35	
Grader/Blade.....	\$ 15.88	
Milling Machine.....	\$ 16.63	2.14

Roller (Dirt and Grade Compaction)

Jefferson, St. Bernard, St. Charles and St. John the Baptist.....	\$ 12.59	4.37
Orleans, Plaquemines, <b>St. Tammany</b> ..	\$ 14.74	4.23

Trencher..... \$ 14.38

Truck drivers:

Dump Truck.....	\$ 12.93	0.18
Water Truck.....	\$ 13.79	

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).  
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## WAGE DETERMINATION

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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## WAGE DETERMINATION

### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**SECTION 727**

**MOBILIZATION**

**PART 1 – GENERAL**

**727.01 DESCRIPTION OF WORK**

This work consists of preparatory work and operations, including those necessary for movement of personnel, equipment, supplies, and incidental to the project site; the establishment of facilities necessary for the work on the project; the costs of bonds and any required insurance; and other preconstruction expenses necessary for start of the work, excluding the cost of construction materials. In addition the contractor shall provide and install in place as directed by the Engineer, two project signs as per details included in this section.

This work shall be performed in accordance with Section 727 of the Louisiana Standard Specifications for Roads and Bridges, 2006 Edition.

**PART 2 – PRODUCT**

**727.02 MATERIALS**

The Contractor shall provide all necessary materials and equipment necessary to complete all work associated with this item as shown on the plans or as directed by the Engineer.

**PART 3 - EXECUTION**

**727.03 MEASUREMENT AND PAYMENT**

No separate measurement will be made of any of the individual items of mobilization described above. Mobilization will be paid for at the contract lump sum price subject to the following provisions:

Allowable partial payments for mobilization will be made in accordance with the following schedule and payment of any remaining amount will be made upon completion of all work under the contract.

Percent of Total Contract Amount Earned	Allowable Percent of the Lump Sum Price for the Item
1 <sup>st</sup> Partial Estimate	25
10	50
25	75
50	75
51	100

Measurement and Payment for the items of work in this section will be under:

<b><u>Item No.</u></b>	<b><u>Pay Item</u></b>	<b><u>Pay Unit</u></b>
1	Mobilization	Lump Sum

**END SECTION**

**PROJECT NAME**

**PROJECT COST**



**Mayor Freddy Drennan**

**CITY COUNCIL and DISTRICTS**

Landon Cusimano	Councilman-At-Large
Kim Baronet Harbison	Councilwoman-At-Large
Glynn Pichon	District "A"
Samuel W. Abney	District "B"
Warren Crockett	District "C"
Val Vanney, Jr.	District "D"
Salvatore A. "Sam" Caruso	District "E"
Jay E. Newcomb	District "F"
Bill Borchert Jr.	District "G"

**TEXT SIZES**

Line 1: 3.4"  
Line 2: 2.75"  
Line 3: 8" City Seal  
Line 4: 2.5"  
Line 5: 3/4"  
Line 6-15: 1.25"

4'-0"

8'-0"

(NOTE: ALL LETTERING TO BE CENTERED)

## **SPECIAL PROVISIONS**

1. Location of Work: The work to be done under this Contract Agreement is located in Slidell, Louisiana.
2. Work to be done: The work to be completed under this Agreement consists of furnishing all labor, equipment, and materials, and performing all work required as outlined below:
  - a. Upgrade the drainage to subsurface drainage and sidewalk improvements on Public St (between 8th & 10th St) and a portion of 8<sup>th</sup> St. of Slidell, Louisiana.
3. Retesting: Contractor shall pay all fees and charges incurred for retesting due to failure of initial test or other deficiencies that are the contractor's responsibility.
4. Protection of Work: Until the acceptance of the work in any "Job" by the Engineer as evidenced in writing, said work shall be under the charge and care of the Contractor. The Contractor shall take every necessary precaution against damages to any part thereof by the elements or from any other cause. The Contractor shall rebuild, restore, repair, and make good, at his own expense, all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance.
5. Maintenance of Traffic: The Contractor shall provide for and maintain both through and local traffic at all times and shall conduct his operations in such manner as to cause the least possible interference with traffic at junctions with roads, streets and driveways. It shall be the Contractor's responsibility to provide suitable warning signs, rolling barricades, flagmen, etc. in order to insure maximum safety for his workmen and the public within the construction area.

In unusual situations, where traffic and physical conditions dictate, the Contractor shall install special signs, uneven pavement markers, or other specified treatment within the construction area when directed by the Engineer.

The Contractor and the Engineer will cooperate in notifying affected residents of this project, and both parties will make a concerted effort in having any parked vehicles removed from the construction area.

6. Temporary Signs and Barricades: The Contractor shall furnish, install and maintain all barricades, suitable lights, danger signals, and signs; provide watchmen; and comply with all other requirements regarding the protection of the work, workmen and safety of the public.
7. Indemnification: The Contractor agrees to indemnify, defend and save harmless the Owner and the Engineer, their consultants, agents and employees, from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon the Owner and the Engineer, their consultants, agents and employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this work, whether such injuries to person or damage to property is due or claimed to be due to the negligence of the Contractor, his subcontractors, the Owner and the Engineer, their consultants, agents and employees, except

only such injury or damage as shall have been occasioned by the sole negligence of the Owner or Engineer, and their consultants and further excepting such injury or damage due to any professional negligent act, error and omission of the Owner and Engineer, their consultants, agents and employees.

8. Clean Up: The Contractor shall at all times keep the area free from accumulations of waste material or rubbish caused by his employees or work. The Contractor shall keep all streets clean used in his operations. Trucks hauling excavated materials, cement, sand, stone, or other loose materials from or to the site shall be loaded so that no spilling will occur. Before trucks leave the site, their loads shall be carefully trimmed to prevent spillage.

The above requirements likewise apply to suppliers making deliveries to the site and the Contractor will be held responsible for compliance by his suppliers. Upon completion and before final acceptance of the work, the Contractor shall remove all false work, timbers, all surplus dirt and materials, rubbish, temporary structures, roads or drives, shall replace or renew any fences damaged and restore in an acceptable manner all property, both public and private, which may have been used or damaged in the course of construction.

9. Protection of Structures and Facilities: The Contractor shall assume full responsibility for the protection of all buildings and other structures, public and private, including tracks, pavements, curbs, sidewalks, driveways, fences, poles, power, communication lines, signs, hydrants, drainage structures, underground pipes, cables and conduits.

Wherever settlement or lateral movement of structures might occur, the Contractor shall install adequate shoring or underpinning or other means of support. Where necessary such support shall be installed in advance of construction.

10. Removal and Disposal of Water: The Contractor shall provide and maintain adequate pumping and drainage facilities for removal and disposal of water from trenches or other excavation, falsework, piling, debris or other obstructions placed during construction operations and not a part of the finished work.
11. Sanitation: The Contractor shall provide and maintain such sanitary accommodations for the use of his employees and others engaged on the project as may be necessary to comply with the requirements of the local and State health authorities and as directed by the Engineer. The Contractor shall prohibit the committing of nuisances within the work or upon lands about the work; and any employee found violating these provisions shall be removed from the project.
12. Utilities: It is the Contractors responsibility to contact Louisiana One Call to locate all utility lines. The Contractor will also be responsible for contacting all utility companies prior to construction to verify line locations.
13. Commencement, Prosecution, and Completion: The Contractor will be required to commence work at a "Job" under the contract within ten (10) calendar days after receipt by him of the Notice To Proceed for each "Job" unless otherwise agreed to by the Owner. He shall prosecute the work with faithfulness and energy and shall complete it within the number of calendar days set in the Notice to Proceed for that "Job".

## SECTION 012200

### UNIT PRICES

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

##### 1.2 SUMMARY

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

##### 1.3 DEFINITIONS

- A. Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

##### 1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices. Contractor can provide an independent surveyor acceptable to Owner to validate measurement(s) in dispute.
- D. List of Unit Prices: A list of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

CITY OF SLIDELL  
NEW SIDEWALKS AND DRAINAGE:  
2<sup>nd</sup> St. (between Cleveland Ave. & Guzman St.)  
& Cleveland Ave. (between Lincoln Ave. and 8<sup>th</sup> St.)  
SLIDELL LA 70458

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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 LIST OF UNIT PRICES

1. See Louisiana Uniform Public Work Bid Form, Unit Price Form.

END OF SECTION 012200

SECTION 012600

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
  - 1. Division 1 Section "Unit Prices" for administrative requirements for using unit prices.

1.3 MINOR CHANGES IN THE WORK

- A. Engineer will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, as "Engineer's Supplemental Instructions."

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Proposal Requests issued by Engineer are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
  - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
  - 3. Refer to General Conditions for allowable items to itemize.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Engineer.
  - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.

2. Refer to General Conditions for allowable items to itemize.
3. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

#### 1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Engineer will issue a Change Order for signatures of Owner and Contractor on a City of Slidell Change Order Form.

#### 1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Engineer may issue a Construction Change Directive which instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
  1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 013100

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. Coordination Drawings.
  - 2. Administrative and supervisory personnel.
  - 3. Project meetings.
  - 4. Requests for Interpretation (RFIs).

1.3 DEFINITIONS

- A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

1.4 COORDINATION

- A. Coordination: Each sub-contractor shall coordinate its construction operations with those of other sub-contractors and entities to ensure efficient and orderly installation of each part of the Work.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
  - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's Construction Schedule.
2. Installation and removal of temporary facilities and controls.
3. Delivery and processing of submittals.
4. Progress meetings.
5. Preinstallation conferences.
6. Project closeout activities.
7. Startup and adjustment of systems.
8. Project closeout activities.

D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

#### 1.5 SUBMITTALS

A. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

#### 1.6 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.

1. Include special personnel required for coordination of operations with other contractors.

#### 1.7 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Engineer of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Record discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Engineer, within three days of the meeting.

B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Engineer, but no later than 5 days after

execution of the Agreement. Hold the conference at Owner's Engineering Office. Conduct the meeting to review responsibilities and personnel assignments.

1. Attendees: Authorized representatives of Owner, Engineer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Tentative construction schedule.
    - b. Phasing.
    - c. Critical work sequencing and long-lead items.
    - d. Designation of key personnel and their duties.
    - e. Procedures for processing field decisions and Change Orders.
    - f. Procedures for RFIs.
    - g. Procedures for inspecting.
    - h. Procedures for processing Applications for Payment.
    - i. Distribution of the Contract Documents.
    - j. Submittal procedures.
    - k. Use of the sites.
    - l. Work restrictions.
    - m. Owner's occupancy requirements.
    - n. Responsibility for temporary facilities and controls.
    - o. Construction waste management and recycling.
    - p. Parking availability.
    - q. Office, work, and storage areas.
    - r. Equipment deliveries and priorities.
    - s. First aid.
    - t. Security.
    - u. Progress cleaning.
    - v. Working hours.
  3. Minutes: Record and distribute meeting minutes.
- C. Progress Meetings: Conduct progress meetings at monthly intervals. Coordinate dates of meetings with preparation of payment requests.
1. Attendees: In addition to representatives of Owner and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

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

#### 1.8 REQUESTS FOR INTERPRETATION (RFI's)

A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.

5. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
6. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:

7. Project name.
8. Date.
9. Name of Contractor.
10. Name of Engineer.
11. RFI number, numbered sequentially.
12. Specification Section number and title and related paragraphs, as appropriate.
13. Drawing number and detail references, as appropriate.
14. Field dimensions and conditions, as appropriate.
15. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
16. Contractor's signature.
17. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
  - a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.

C. Hard-Copy RFIs: AIA G716 – 2004, Request for Information (RFI).

18. Identify each page of attachments with the RFI number and sequential page number.

D. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above.

1. Attachments shall be electronic files in Adobe Acrobat PDF format.

E. Engineer's Action: Engineer will review each RFI, determine action required, and return it. Allow **Ten** working days for Engineer's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.

1. The following RFIs will be returned without action:
  - a. Requests for approval of submittals.
  - b. Requests for approval of substitutions.
  - c. Requests for coordination information already indicated in the Contract Documents.
  - d. Requests for adjustments in the Contract Time or the Contract Sum.
  - e. Requests for interpretation of Engineer's actions on submittals.
  - f. Incomplete RFIs or RFIs with numerous errors.
2. Engineer's action may include a request for additional information, in which case Engineer's time for response will start again.
3. Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 1 Section "Contract Modification Procedures."

- a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer in writing within **10** days of receipt of the RFI response.
  
- F. On receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer within seven days if Contractor disagrees with response.
  
- G. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log with not less than the following:
  - 1. Project name.
  - 2. Name and address of Contractor.
  - 3. Name and address of Engineer.
  - 4. RFI number including RFIs that were dropped and not submitted.
  - 5. RFI description.
  - 6. Date the RFI was submitted.
  - 7. Date Engineer's response was received.
  - 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
  - 9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

## SECTION 013300

### SUBMITTAL PROCEDURES

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

##### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

##### 1.3 DEFINITIONS

- A. Submittals: Written and graphic information that requires Engineer's responsive action.

##### 1.4 SUBMITTAL PROCEDURES

- A. General: All shop drawings and product data submittals shall be provided in electronic pdf format.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
  2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  3. Resubmittal Review: Allow 15 days for review of each resubmittal.
  4. Sequential Review: Where sequential review of submittals by Engineer, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
  5. Concurrent Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Engineer and to Owner, allow 15 days for review of each submittal. Submittal to Owner will be returned to Engineer before being returned to Contractor.
- D. Identification: Place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
  2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Engineer.
  3. Include the following information on label for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name and address of Engineer.
    - d. Name and address of Contractor.
    - e. Name and address of subcontractor.
    - f. Name and address of supplier.
    - g. Name of manufacturer.
    - h. Submittal number or other unique identifier, including revision identifier.
      - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 06100.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 06100.01.A).
- E. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- F. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will return submittals, without review, received from sources other than Contractor.
1. Transmittal Form: Provide locations on form for the following information:

- a. Project name.
  - b. Date.
  - c. Destination (To:).
  - d. Source (From:).
  - e. Names of subcontractor, manufacturer, and supplier.
  - f. Category and type of submittal.
  - g. Submittal purpose and description.
  - h. Specification Section number and title.
  - i. Drawing number and detail references, as appropriate.
  - j. Transmittal number.
  - k. Submittal and transmittal distribution record.
  - l. Remarks.
  - m. Signature of transmitter.
2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Engineer on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.
- G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
  2. Note date and content of revision in label or title block and clearly indicate extent of revision.
- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- 1.5 CONTRACTOR'S USE OF ENGINEER'S CAD FILES
- A. General: At Contractor's written request, copies of Engineer's CAD files will be provided to Contractor for Contractor's use in connection with Project.

## PART 2 - PRODUCTS

### 2.1 SUBMITTALS

- A. General: Prepare and submit Submittals required by individual Specification Sections.
1. Submit electronic submittals directly to Engineer and Owner.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
  2. Mark each copy of each submittal to show which products and options are applicable.
  3. Include the following information, as applicable:
    - a. Manufacturer's written recommendations.
    - b. Manufacturer's product specifications.
    - c. Manufacturer's installation instructions.
    - d. Standard color charts.
    - e. Manufacturer's catalog cuts.
    - f. Compliance with specified referenced standards.
    - g. Testing by recognized testing agency.
    - h. Application of testing agency labels and seals.
    - i. Notation of coordination requirements.
  4. Submit Product Data before or concurrent with Samples.
  5. Number of Copies: Submit five copies of Product Data, unless otherwise indicated. Engineer will return three copies. Mark up and retain one returned copy as a Project Record Document.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Dimensions.
    - b. Identification of products.
    - c. Fabrication and installation drawings.
    - d. Roughing-in and setting diagrams.
    - e. Shopwork manufacturing instructions.
    - f. Templates and patterns.
    - g. Schedules.
    - h. Design calculations.
    - i. Compliance with specified standards.
    - j. Notation of coordination requirements.
    - k. Notation of dimensions established by field measurement.
    - l. Relationship to adjoining construction clearly indicated.
    - m. Seal and signature of professional engineer if specified.
  2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  2. Identification: Attach label on unexposed side of Samples that includes the following:

- a. Generic description of Sample.
  - b. Product name and name of manufacturer.
  - c. Sample source.
  - d. Number and title of appropriate Specification Section.
3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
- a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
  - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
- a. Number of Samples: Submit two full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Engineer will return submittal with options selected.
5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
- a. Number of Samples: Submit three sets of Samples. Engineer will retain two] Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a Project Record Sample.
    - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
    - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Application for Payment: Comply with requirements specified in General Conditions.
- F. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.
4. Number of Copies: Submit three copies of subcontractor list, unless otherwise indicated. Engineer will return two copies.
  - a. Mark up and retain one returned copy as a Project Record Document.

### PART 3 - EXECUTION

#### 3.1 CONTRACTOR'S REVIEW

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

#### 3.2 ENGINEER'S/ ACTION

- A. General: Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Submittals: Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken.
- C. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.

END OF SECTION 013300

SECTION 015000

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Pavement: Comply with Division 32 Section "Cement Paving."
- B. Vehicular Traffic Controls:
  - 1. The Contractor shall be responsible for the development and implementation of a Vehicular Traffic Control Plan. Contractor shall submit the Traffic Control Plan to the Engineer and Owner for approval, work shall not commence until plan has been approved.
  - 2. Contractor shall be responsible for securing any necessary permits or approvals related to Vehicular Traffic Control activities with the authorities having jurisdiction.
  - 3. Conduct operations in a manner to avoid unnecessary interference with public and private roads and drives. When access to private driveways must be temporarily denied due to construction operations, notify the property owner or responsible party as outlined in the Summary Specification.

PART 3 – EXECUTION

3.1 DEWATERING FACILITIES AND DRAINS: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.

- A. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
- B. Remove snow and ice as required to minimize accumulations.

### 3.2 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Temporary Erosion and Sedimentation Control:
  - 1. Comply with requirements of authorities having jurisdiction requirements.
  - 2. Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to authorities having jurisdiction.
  - 3. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- D. Barricades, Warning Signs, and Lights:
  - 1. Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
  - 2. Contractor shall use orange tubular markers and cones during daylight hours only.
  - 3. Contractor shall protect existing site improvements to remain including curbs, pavement, and utilities.
  - 4. Contractor shall maintain access for fire-fighting equipment and access to fire hydrants. Keep fire hydrants and water control valves free from obstruction and available for use at all times.

END OF SECTION 015000

## SECTION 017300

### EXECUTION

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

##### 1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Field engineering and surveying.
  - 3. General installation of products.
  - 4. Coordination of Owner-installed products.
  - 5. Progress cleaning.
  - 6. Protection of installed construction.
  - 7. Correction of the Work.

#### PART 2 - PRODUCTS (Not Used)

#### PART 3 - EXECUTION

##### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
  - 1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.

- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  - 1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
    - a. Description of the Work.
    - b. List of detrimental conditions, including substrates.
    - c. List of unacceptable installation tolerances.
    - d. Recommended corrections.
  - 2. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Engineer. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents. Submit requests on AIA Form G716, "Request for Information."

### 3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Engineer promptly.
- B. General:
  - 1. Establish benchmarks and control points to set lines and levels of construction and elsewhere as needed to locate each element of Project.

2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
3. Inform installers of lines and levels to which they must comply.
4. Check the location, level and plumb, of every major element as the Work progresses.
5. Notify Engineer when deviations from required lines and levels exceed allowable tolerances.

- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.

### 3.4 FIELD ENGINEERING

- A. Identification: Owner will identify existing benchmarks, control points.

- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

1. Do not change or relocate existing benchmarks or control points without prior written approval of Engineer. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Engineer before proceeding.
2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.

- C. Benchmarks:

1. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
2. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

### 3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.

- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

- C. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

- D. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

- E. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. .
- F. Hazardous Materials: Use products, and installation materials that are not considered hazardous.

### 3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. . Enforce requirements strictly. Dispose of materials lawfully.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
  - 1. Remove liquid spills promptly.
  - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

### 3.7 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration until accepted.

### 3.8 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
  - 1. Repairing includes refinishing damaged surfaces, touching up with matching materials.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

END OF SECTION 017300

SECTION 017700

CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
1. Inspection procedures.
  2. Warranties.
  3. Final cleaning.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection, complete the following. List items below that are incomplete in request.
1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  2. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Engineer will either conduct an inspection or notify the Contractor of requirements that must be completed or corrected.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  2. Results of completed inspection will form the basis of requirements for Final Completion.
- C. Certificate of Substantial Completion: See City of Slidell General Conditions for the procedures of the issuance of the Certificate of Substantial Completion.

1.4 FINAL COMPLETION

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

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Include the following information:
    - a. Project name.
    - b. Date.
    - c. Name of Engineer.
    - d. Name of Contractor.

1.6 WARRANTIES

- A. Provide a written one year warranty covering materials and workmanship.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning:
  - 1. Complete the following cleaning operations before requesting inspection for entire Project or for a portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Leave Project clean and ready for use.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 017700

## ***DIVISION 2***

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## **EXISTING CONDITIONS**

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

[dammonengineering.com](http://dammonengineering.com)

## SECTION 024119

### SELECTIVE DEMOLITION

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

##### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Demolition and removal of selected site elements.
  - 2. Salvage of existing items to be reused or recycled.

##### 1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

##### 1.4 MATERIALS OWNERSHIP

- A. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to Owner that may be encountered during selective demolition remain Owner's property. Carefully remove and salvage each item or object in a manner to prevent damage and deliver promptly to Owner.

##### 1.5 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.

1.6 PROJECT CONDITIONS

- A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- B. Notify Engineer of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
  - 1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Engineer and Owner.
- D. Storage or sale of removed items or materials on-site is not permitted.
- E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems: Maintain services/systems to remain and protect them against damage during selective demolition operations.
  - 1. Comply with requirements for existing services/systems interruptions specified in Division 1 Section "Summary."
- B. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
  - 1. Arrange to shut off utilities with utility companies if required.

3.2 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Comply with requirements for access and protection specified in Division 1 Section "Temporary Facilities and Controls."
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
  1. Strengthen or add new supports when required during progress of selective demolition.

### 3.3 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  1. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
  2. Dispose of demolished items and materials promptly.
- B. Removed and Salvaged Items:
  1. Store items in a secure area until delivery to Owner.
- C. Removed and Reinstalled Items:
  1. Reinstall items as required. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Engineer, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

### 3.4 DISPOSAL OF DEMOLISHED MATERIALS

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

CITY OF SLIDELL  
NEW SIDEWALKS AND DRAINAGE:  
2<sup>nd</sup> St. (between Cleveland Ave. & Guzman St.)  
& Cleveland Ave. (between Lincoln Ave. and 8<sup>th</sup> St.)  
SLIDELL LA 70458

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- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

### 3.5 CLEANING

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

END OF SECTION 024119

***DIVISION* 26**  

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**ELECTRICAL**

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

[dammonengineering.com](http://dammonengineering.com)

## SECTION 265600

### EXTERIOR LIGHTING

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
1. Exterior luminaires with lamps.
  2. Poles and accessories.
  3. Grout
  4. Grounding and bonding equipment.

##### 1.2 QUALITY ASSURANCE

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

#### PART 2 - PRODUCTS

##### 2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide product indicated on Drawings.

##### 2.2 GENERAL REQUIREMENTS FOR LUMINAIRES

- A. Luminaires shall comply with UL 1598 and be listed and labeled for installation in wet locations by an NRTL acceptable to authorities having jurisdiction.
1. LER Tests Incandescent Fixtures: Where LER is specified, test according to NEMA LE 5A.
  2. LER Tests HID Fixtures: Where LER is specified, test according to NEMA LE 5B.
- B. Metal Parts: Free of burrs and sharp corners and edges.
- C. Sheet Metal Components: Corrosion-resistant aluminum unless otherwise indicated. Form and support to prevent warping and sagging.
- D. Housings: Rigidly formed, weather- and light-tight enclosures that will not warp, sag, or deform in use. Provide filter/breather for enclosed luminaires.
- E. Exposed Hardware Material: Stainless steel.
- F. Plastic Parts: High resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.

- G. Light Shields: Metal baffles, factory installed and field adjustable, arranged to block light distribution to indicated portion of normally illuminated area or field.
- H. Lenses and Refractors Gaskets: Use heat- and aging-resistant resilient gaskets to seal and cushion lenses and refractors in luminaire doors.
- I. Luminaire Finish: Manufacturer's standard paint applied to factory-assembled and -tested luminaire before shipping.

### 2.3 GENERAL REQUIREMENTS FOR POLES AND SUPPORT COMPONENTS

- A. Structural Characteristics: Comply with AASHTO LTS-4-M.
  - 1. Wind-Load Strength of Poles: Adequate at indicated heights above grade without failure, permanent deflection, or whipping in steady winds of speed indicated in "Structural Analysis Criteria for Pole Selection" Article.
  - 2. Strength Analysis: For each pole, multiply the actual equivalent projected area of luminaires and brackets by a factor of 1.1 to obtain the equivalent projected area to be used in pole selection strength analysis.
- B. Luminaire Attachment Provisions: Comply with luminaire manufacturers' mounting requirements. Use stainless-steel fasteners and mounting bolts unless otherwise indicated.
- C. Mountings, Fasteners, and Appurtenances: Corrosion-resistant items compatible with support components.
  - 1. Materials: Shall not cause galvanic action at contact points.
  - 2. Anchor Bolts, Leveling Nuts, Bolt Caps, and Washers: Hot-dip galvanized after fabrication unless otherwise indicated.
  - 3. Anchor-Bolt Template: Plywood or steel.
- D. Concrete Pole Foundations: Cast in place, with anchor bolts to match pole-base flange.
  - 1. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, smooth exposed surface.
  - 2. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.
  - 3. Prepare concrete design mixtures as follows per cubic yard of concrete:  
28-day strength = 4,000 psi; Cement (ASTM C-150, Type I/II) 4.64 sacks (436 lbs.); Fly Ash (ASTM C-618) 1.16 sacks(109 lbs.); Gravel (ASTM C-33, Grade A) 1775 lbs.; Sand (ASTM C-33) 1226 lbs.; Water (potable) 30 gallons (250 lbs.); Type A Water Reducer (ASTM C-494) 16.35 lbs.; Air entrainment 5% by volume, use per manufacturers specifications.
  - 4. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M and ASTM C 1116. Furnish batch certificates for each batch discharged and used in the Work. When air temperature is between 85 deg F and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes

2.4 POLE ACCESSORIES

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

2.5 GROUT

- A. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107, factory-packaged, nonmetallic aggregate grout, noncorrosive, nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.

2.6 SYSTEM DESCRIPTION

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

2.7 GROUNDING ELECTRODES

- A. Grounding electrodes include ground rods, metal underground water pipes, metal building frames, concrete-encased electrodes, and pipe and plate electrodes. Retain "Applications" and "Installation" articles to specify where these items are required; coordinate with Drawings.
- B. Ground Rods: Copper-clad steel 5/8 by 96 inches.

PART 3 - EXECUTION

3.1 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

- A. Comply with NECA 1.
- B. Right of Way: Give to piping systems installed at a required slope

3.2 LUMINAIRE INSTALLATION

- A. Install lamps in each luminaire.
- B. Adjust luminaries that require field adjustment or aiming. Include adjustment of photoelectric device to prevent false operation of relay by artificial light sources, favoring a north orientation.

3.3 POLE INSTALLATION

- A. Alignment: Align pole foundations and poles for optimum directional alignment of luminaries and their mounting provisions on the pole.
- B. Clearances: Maintain the following minimum horizontal distances of poles from surface and underground features unless otherwise indicated on Drawings:
  - 1. Fire Hydrants and Storm Drainage Piping: 60 inches.
  - 2. Water, Gas, Electric, Communication, and Sewer Lines: 10 feet.
  - 3. Trees: 15 feet from tree trunk.

- C. Concrete Pole Foundations: Set anchor bolts according to anchor-bolt templates furnished by pole manufacturer. Concrete materials, installation, and finishing requirements are specified in 2.3D above.
- D. Foundation-Mounted Poles: Mount pole with leveling nuts, and tighten top nuts to torque level recommended by pole manufacturer.
  - 1. Grout void between pole base and foundation. Use non-shrink or expanding concrete grout firmly packed to fill space.
  - 2. Install base covers unless otherwise indicated.
  - 3. Use a short piece of 1/2-inch diameter pipe to make a drain hole through grout. Arrange to drain condensation from interior of pole.
- E. Embedded Poles with Tamped Earth Backfill: Set poles to depth below finished grade indicated on Drawings, but not less than one-sixth of pole height.
  - 1. Dig holes large enough to permit use of tampers in the full depth of hole.
  - 2. Backfill in 6-inch layers and thoroughly tamp each layer so compaction of backfill is equal to or greater than that of undisturbed earth.
- F. Poles and Pole Foundations Set in Concrete Paved Areas: Install poles with minimum of 6-inch wide, unpaved gap between the pole or pole foundation and the edge of adjacent concrete slab. Fill unpaved ring with pea gravel to a level 1 inch below top of concrete slab.
- G. Raise and set poles using web fabric slings (not chain or cable).

### 3.4 CORROSION PREVENTION

- A. Aluminum: Do not use in contact with earth or concrete. When in direct contact with a dissimilar metal, protect aluminum by insulating fittings or treatment.
- B. Steel Conduits: In concrete foundations, wrap conduit with 0.010-inch thick, pipe-wrapping plastic tape applied with a 50 percent overlap.

### 3.5 GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Poles Supporting Outdoor Lighting Fixtures: Install grounding electrode and a separate insulated equipment grounding conductor in addition to grounding conductor installed with branch-circuit conductors
- C. Ground poles and support structures.
  - 1. Install grounding electrode for each pole.
  - 2. Install grounding conductor pigtail in the base for connecting luminaire to grounding system.
  - 3. Ground Rods: Drive rods until tops are 2 inches below finished floor or final grade unless otherwise indicated

END OF SECTION 265600

***DIVISION 31***  
**EARTHWORK**

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SECTION 312000  
EARTH MOVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
  - 1. Preparing subgrades for slabs-on-grade, walks and pavements.
- B. Related Sections include the following:
  - 1. Division 1 Section "Unit Prices" for unit-price rock excavation and authorized additional excavation provisions.
  - 2. Division 1 Section "Temporary Facilities and Controls" for temporary controls, utilities, and support facilities.

1.3 UNIT PRICES

- A. Unit prices are included in Division 1 Section "Unit Prices."

1.4 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Engineer and then only after arranging to provide temporary utility services according to requirements indicated.
  - 1. Notify Owner not less than two days in advance of proposed utility interruptions.
  - 2. Do not proceed with utility interruptions without Owner's written permission.
  - 3. Contact utility-locator service for area where Project is located before excavating.
- B. Coordinate with utility companies to shut off services if lines are active.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

3.2 EXCAVATION FOR WALKS AND PAVEMENTS

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

3.3 SUBGRADE INSPECTION

- A. Notify Engineer when excavations have reached required subgrade.

- B. If Engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.

### 3.4 STORAGE OF SOIL MATERIALS

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

### 3.5 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
  - 1. Provide a smooth transition between adjacent existing grades and new grades.
  - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
  - 1. Lawn or Unpaved Areas: Plus or minus 1 inch.
  - 2. Walks: Plus or minus 1 inch.
  - 3. Pavements: Plus or minus 1/2 inch.

### 3.6 PROTECTION

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

### 3.7 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Transport surplus satisfactory soil to designated storage areas on Owner's property. Stockpile or spread soil as directed by Engineer.
  - 1. Remove waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION 312000

***DIVISION 32***

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**EXTERIOR IMPROVEMENTS**

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SECTION 321216  
ASPHALT PAVING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Cold milling of existing asphalt pavement.
  2. Hot-mix asphalt patching.
  3. Hot-mix asphalt paving.
  4. Hot-mix asphalt overlay.

1.2 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

- A. Reference Standards
1. Louisiana Standard Specifications for Roads and Bridges, 2000 Edition, (Red Book).
  2. Louisiana Standard Specifications for Roads and Bridges, 2006 Edition, (Blue Book).

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS

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

1.5 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For each paving material. Include statement that mixes containing recycled materials will perform equal to mixes produced from all new materials.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A paving-mix manufacturer registered with and approved by authorities having jurisdiction or the LaDOTD.
- A. Design and Quality Control: Design and quality control shall be in accordance with Section 501.03 of the "Red Book" except City of Slidell will hire an independent testing lab to monitor plant and field operations.

PART 2 - PRODUCTS

2.1 ASPHALT MATERIALS

- A. The asphaltic concrete wearing course material shall be "Type 3" in accordance with Section 501.02 of the "Red Book."
- B. The asphaltic concrete binder course material (if used) shall be "Type 3" in accordance with Section 501.02 of the "Red Book."

- C. The asphaltic concrete leveling course material shall be "Type 3" in accordance with Section 501.02 of the "Red Book."
- D. The asphalt tack coat shall be in accordance with the requirements of Section 504.02 of the "Blue Book".
- E. The asphalt prime coat shall be in accordance with the requirements of Section 505.02 of the "Blue Book".

## 2.2 AUXILIARY MATERIALS

- A. Recycled Materials for Hot-Mix Asphalt Mixes: Reclaimed asphalt pavement; reclaimed, unbound-aggregate base material; and recycled tires, asphalt shingles, or glass from sources and gradations that have performed satisfactorily in previous installations, equal to performance of required hot-mix asphalt paving produced from all new materials.
- B. Herbicide: Commercial chemical for weed control, registered by the EPA, and not classified as "restricted use" for locations and conditions of application. Provide in granular, liquid, or wettable powder form.

## PART 3 - EXECUTION

### 3.1 COLD MILLING

- A. Clean existing pavement surface of loose and deleterious material immediately before cold milling. Remove existing asphalt pavement by cold milling to grades and cross sections indicated.
  - 1. Mill to a depth of 2 inches.
  - 2. Patch surface depressions deeper than 1 inch after milling, before wearing course is laid.

### 3.2 PATCHING

- A. Asphalt Pavement: Saw cut perimeter of patch and excavate existing pavement section to sound base. Excavate rectangular or trapezoidal patches, extending 12 inches into perimeter of adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Remove excavated material. Recompact existing unbound-aggregate base course to form new subgrade.
- B. Portland Cement Concrete Pavement: Break cracked slabs and roll as required to reseal concrete pieces firmly.
  - 1. Remove disintegrated or badly cracked pavement. Excavate rectangular or trapezoidal patches, extending into perimeter of adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Recompact existing unbound-aggregate base course to form new subgrade.
- C. Tack Coat: Before placing patch material, apply tack coat uniformly to vertical asphalt surfaces abutting the patch. Apply at a rate of 0.05 to 0.15 gal./sq. yd.
  - 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
  - 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

- D. Placing Patch Material: Fill excavated pavement areas with hot-mix asphalt base mix for full thickness of patch and, while still hot, compact flush with adjacent surface.

### 3.3 SURFACE PREPARATION

- A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.
- B. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
- C. Herbicide Treatment: Apply herbicide according to manufacturer's recommended rates and written application instructions. Apply to dry, prepared subgrade or surface of compacted-aggregate base before applying paving materials.
- D. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.05 to 0.15 gal./sq. yd.
  - 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
  - 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

### 3.4 PLACING HOT-MIX ASPHALT

- A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand in areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
  - 1. Spread mix at a minimum temperature of 250 deg F
  - 2. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
- B. Place paving in consecutive strips not less than 10 feet wide unless infill edge strips of a lesser width are required.
- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

### 3.5 JOINTS

- A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.
  - 1. Clean contact surfaces and apply tack coat to joints.
  - 2. Offset longitudinal joints, in successive courses, a minimum of 6 inches.
  - 3. Offset transverse joints, in successive courses, a minimum of 24 inches.
  - 4. Construct transverse joints at each point where paver ends a day's work and resumes work at a subsequent time. Construct these joints using either "bulkhead" or "papered" method according to AIMS-22, for both "Ending a Lane" and "Resumption of Paving Operations."

### 3.6 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.
  - 1. Complete compaction before mix temperature cools to 185 deg F.
- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
  - 1. Average Density: 92 percent of reference maximum theoretical density according to ASTM D 2041, but not less than 90 percent or greater than 96 percent.
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
- F. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- G. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

### 3.7 INSTALLATION TOLERANCES

- A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:
  - 1. Base Course: Plus or minus 1/2 inch.
  - 2. Surface Course: Plus 1/4 inch, no minus.
- B. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:
  - 1. Base Course: 1/4 inch.
  - 2. Surface Course: 1/8 inch.

### 3.8 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Replace and compact hot-mix asphalt where core tests were taken.
- C. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

END OF SECTION 321216

SECTION 321313

CEMENT PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes exterior cement concrete pavement for the following:
  - 1. Walkways.
- B. Related Sections include the following:
  - 1. Division 31 Section "Earthwork" for subgrade preparation, grading, and subbase course.

1.3 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans, and ground granulated blast-furnace slag.

1.4 SUBMITTALS

- A. Product Data: For each type of manufactured material and product indicated.
- B. Design Mixtures: Alternate mixture designs when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products who complies with ASTM C 94/C 94M requirements for production facilities and equipment.
  - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- B. ACI Publications: Comply with ACI 301, "Specification for Structural Concrete," unless modified by requirements in the Contract Documents.
- C. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."

1.6 PROJECT CONDITIONS

- A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

## PART 2 - PRODUCTS

### 2.1 FORMS

- A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, smooth exposed surfaces.
  - 1. Use flexible or curved forms for curves with a radius 100 feet or less.
- B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

### 2.2 CONCRETE MIXTURES

- A. Prepare design mixtures as follows per cubic yard of fiber-reinforced concrete:
  - 1. 28-day strength = 4,000 psi
  - 2. Cement (ASTM C-150, Type I/II) 4.64 sacks (436 lbs.)
  - 3. Fly Ash (ASTM C-618) 1.16 sacks(109 lbs.)
  - 4. Gravel (ASTM C-33, Grade A) 1775 lbs.
  - 5. Sand (ASTM C-33) 1226 lbs.
  - 6. Water (potable) 30 gallons (250 lbs.)
  - 7. Type A Water Reducer (ASTM C-494) 16.35 lbs.
  - 8. Air entrainment 5% by volume, use per manufacturers specifications
  - 9. Fiber reinforcement 1.5 lbs/ CY microfibers, Fiber reinforcement shall be Matrix Monofilament Microfiber as manufactured by FRC Industries or approved equal, applied throughout the concrete mixture. Fiber reinforcement shall be applied **at the plant**. The bags must be broken before mixing. Bag size shall be one (1) pound. Alternate products must be preapproved by the Engineer in writing. Cellulose (treated or untreated), AR glass, nylon, and polyester fibers are specifically prohibited from use. Fibrillated and self-fibrillating fibers are also specifically prohibited.

### 2.3 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M and ASTM C 1116. Furnish batch certificates for each batch discharged and used in the Work.
  - 1. When air temperature is between 85 deg F and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

### 2.3 PAVEMENT MARKINGS

- A. Pavement-Marking Paint: Latex, waterborne emulsion, lead and chromate free, ready mixed, complying with FS TT-P-1952, with drying time of less than 45 minutes.
  - 1. Color: As required by local authorities.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine exposed subgrade and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
- B. Proceed with concrete pavement operations only after nonconforming conditions have been corrected and subgrade is ready to receive pavement.

#### 3.2 PREPARATION

- A. Remove loose material from compacted subbase surface immediately before placing concrete.

#### 3.3 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, and intermediate screed guides for pavement to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.

#### 3.4 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.
  - 1. When joining existing pavement, place transverse joints to align with previously placed joints, unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than one-half hour unless pavement terminates at isolation joints.
  - 1. Butt Joints: Use bonding agent at joint locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
  - 2. Keyed Joints: Provide preformed keyway-section forms or bulkhead forms with keys, unless otherwise indicated.
- C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.
  - 1. Locate expansion joints at intervals of 20 feet, unless otherwise indicated.
  - 2. Extend joint fillers full width and depth of joint.
  - 3. Terminate joint filler not less than 1/2 inch or more than 1 inch below finished surface if joint sealant is indicated.
  - 4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
  - 5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.

6. Protect top edge of joint filler during concrete placement with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.

D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows:

1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a 1/4-inch radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover marks on concrete surfaces.

E. Edging: Tool edges of pavement, gutters, curbs, and joints in concrete after initial floating with an edging tool to a 1/4-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate tool marks on concrete surfaces.

### 3.5 CONCRETE PLACEMENT

A. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.

B. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.

C. Do not add water to concrete during delivery or at Project site.

D. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.

E. Consolidate concrete according to ACI 301 by hand spading, rodding, or tamping.

1. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels, and joint devices.

F. Screed pavement surfaces with a straightedge and strike off.

G. Commence initial floating using bull floats or darbies to impart an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.

H. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

1. When air temperature has fallen to or is expected to fall below 40 deg F , uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F and not more than 80 deg F at point of placement.

2. Do not use frozen materials or materials containing ice or snow.

3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mix designs.

I. Hot-Weather Placement: Comply with ACI 301 and as follows when hot-weather conditions exist:

1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

### 3.6 FLOAT FINISHING

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats, or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
  1. Medium-to-Fine-Textured Broom Finish: Draw a soft bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.

### 3.7 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Comply with ACI 306.1 for cold-weather protection.
- C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- E. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these as follows:
  1. Moist Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
    - a. Water.
    - b. Continuous water-fog spray.
    - c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
  2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
  3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall

within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

4. Concrete pavement shall be cured seven (7) days unless otherwise approved by the Engineer. If Contractor uses "high early" strength concrete (3-day curing period) at his discretion, without the approval of the City Engineer, payment shall be made under the regular (7-day curing) concrete paving item. Contractor shall be responsible for proper oversight and protection of the pavement during the initial curing time until the concrete is sufficiently set to resist marring or vandalism.

### 3.8 PAVEMENT TOLERANCES

- A. Comply with tolerances of ACI 117 and as follows:

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

### 3.9 REPAIRS AND PROTECTION

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

END OF SECTION 321313

***DIVISION* 33**  

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**UTILITIES**

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SECTION 334100

STORM UTILITY DRAINAGE PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Pipe and fittings.
2. Catch basins.

1.2 SUBMITTALS

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

B. Shop Drawings:

1. Catch basins and stormwater inlets. Include plans, elevations, sections, details, frames, covers, and grates.

C. Coordination Drawings: Show pipe sizes.

1.3 PROJECT CONDITIONS

A. Interruption of Existing Storm Drainage Service: Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary service according to requirements indicated:

1. Notify Engineer and Owner no fewer than three days in advance of proposed interruption of service.
2. Do not proceed with interruption of service without Engineer's written permission.

PART 2 - PRODUCTS

2.1 CONCRETE PIPE AND FITTINGS

A. Reinforced-Concrete Storm Sewer Pipe and Fittings: ASTM C 506.

1. Bell-and-spigot or ends and sealant joints with ASTM C 990, bitumen or butyl-rubber sealant.
2. Class II, Wall B.

## 2.2 PVC PIPE AND FITTINGS

### A. PVC Type PSM Sewer Piping:

1. Pipe: ASTM D 3034, SDR 26, PVC Type PSM sewer pipe with bell-and-spigot ends for gasketed joints
2. Fittings: ASTM D 3034, PVC with bell ends.
3. Gaskets: ASTM F 477, elastomeric seals

## 2.3 CATCH BASINS

### A. Standard Precast Concrete Catch Basins:

1. Description: ASTM C 478, precast, reinforced concrete, of depth indicated, with provision for sealant joints.
2. Base Section: 6-inch minimum thickness for floor slab and 4-inch minimum thickness for walls and base riser section, and separate base slab or base section with integral floor.
3. Riser Sections: 4-inch minimum thickness, 48-inch diameter, and lengths to provide depth indicated.
4. Top Section: Flat-slab-top type as indicated.
5. Joint Sealant: ASTM C 990, bitumen or butyl rubber.
6. Grade Rings: Include two or three reinforced-concrete rings, of 6- to 9-inch total thickness, that match 24-inch- diameter frame and grate.
7. Pipe Connectors: ASTM C 923, resilient, of size required, for each pipe connecting to base section.

### B. Frames and Grates: ASTM A 536, Grade 60-40-18, ductile iron designed for A-16, structural loading. Include flat grate with small square or short-slotted drainage openings.

1. Size: 24 by 24 inches minimum unless otherwise indicated.
2. Grate Free Area: Approximately 50 percent unless otherwise indicated.

## PART 3 - EXECUTION

### 3.1 EARTHWORK

- #### A. Excavation, trenching, and backfilling are specified in Section 312000 "Earth Moving."

### 3.2 PIPING INSTALLATION

- #### A. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground storm drainage piping. Location and arrangement of piping layout

take into account design considerations. Install piping as indicated, to extent practical. Where specific installation is not indicated, follow piping manufacturer's written instructions.

- B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for use of lubricants, cements, and other installation requirements.
- C. Install manholes for changes in direction unless fittings are indicated. Use fittings for branch connections unless direct tap into existing storm sewer is indicated.
- D. Install proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.
- E. Install gravity-flow, non-pressure drainage piping according to the following:
  - 1. Install piping pitched down in direction of flow.
  - 2. Install piping NPS 6 and larger with restrained joints at tee fittings and at changes in direction. Use corrosion-resistant rods, pipe or fitting manufacturer's proprietary restraint system, or cast-in-place concrete supports or anchors.
  - 3. Install reinforced-concrete storm sewer piping according to ASTM C 1479 and ACPA's "Concrete Pipe Installation Manual."

### 3.3 PIPE JOINT CONSTRUCTION

- A. Join gravity-flow, non-pressure drainage piping according to the following:
  - 1. Join reinforced-concrete storm sewer piping according to ACPA's "Concrete Pipe Installation Manual" for rubber-gasketed joints.
  - 2. Join dissimilar pipe materials with non-pressure-type flexible couplings.

### 3.4 CATCH BASIN INSTALLATION

- A. Set frames and grates to elevations indicated.

### 3.5 CONNECTIONS

- A. Make connections to existing piping and underground manholes.
  - 1. Protect existing piping, and structures to prevent concrete or debris from entering while making tap connections. Remove debris or other extraneous material that may accumulate.

3.6 FIELD QUALITY CONTROL

- A. Inspect interior of piping to determine whether line displacement or other damage has occurred at completion of Project.
  - 1. Defects requiring correction include the following:
    - a. Alignment: Less than full diameter of inside of pipe is visible between structures.
    - b. Damage: Crushed, broken, cracked, or otherwise damaged piping.
    - c. Infiltration: Water leakage into piping.
    - d. Exfiltration: Water leakage from or around piping.
  - 2. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.
  - 3. Reinspect and repeat procedure until results are satisfactory.
- B. Replace leaking piping using new materials, and repeat testing until leakage is within allowances specified.

END OF SECTION 334100